CITY OF SEATTLE

City Council

Agenda

Tuesday, August 11, 2026
2:00 PM

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

Joy Hollingsworth, Council President
Dionne Foster, Member
Debora Juarez, Member
Robert Kettle, Member
Eddie Lin, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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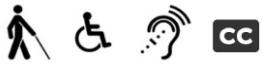

CITY OF SEATTLE

City Council
Agenda

August 11, 2026 - 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. Speakers must be registered in order to be recognized by the Chair. Details on how to register for 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.

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.

Written comments must be submitted prior to 10 a.m. to ensure that they are distributed to Councilmembers prior to the start of the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Comments received after 10 a.m. will be distributed after the meeting to Councilmembers and included as part of the public record.

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; Introduction and Referral Calendar; and Council's Work Program; and total time allotted to public comment at this meeting is up to one hour.

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 535 August 11, 2026

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 579 August 4, 2026

Attachments: Minutes

Bills:

2. CB 121271 An ordinance appropriating money to pay certain claims for the week of July 27, 2026, through July 31, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting Documents: Summary and Fiscal Note

PARKS AND CITY LIGHT COMMITTEE:

3. CB 121261

An ordinance relating to the City Light Department; amending Sections 21.49.084 and 21.49.087 of the Seattle Municipal Code to update the Voluntary Green Power Programs and Community Solar Program.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Juarez, Rivera, Saka, Strauss
Opposed: None

Supporting Documents:

Summary and Fiscal Note

Summary Att A – Racial Equity Toolkit Draft

4. CB 121269 An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer of City Light or designee to execute the First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement and other related agreements for amending the Federal Energy Regulatory Commission License for the Boundary Hydroelectric Project; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Juarez, Rivera, Saka, Strauss
Opposed: None

Attachments: Att A – First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement
Att A Ex 1 – Revised Proposed License Articles
Att A Ex 2 – U.S. Forest Service Draft Section 4(e) Terms & Conditions
Att A Ex 3 – U.S. Dept of the Interior Revised Amended Preliminary Conditions, Recommendations, and Prescriptions
Att A Att 1 – Interlocal Agreement for the Second Species Fund and Regional Fishery Benefits
Att A Att 2 – Illustration of Revisions to Settlement Agreement
Att A Att 3 – Illustration of Revisions to Proposed License Articles - Appendix E to 2013 License Order

Supporting Documents: Summary and Fiscal Note

Resolutions:

PARKS AND CITY LIGHT COMMITTEE:

5. Res 32213 A resolution relating to Seattle Parks and Recreation; authorizing the Superintendent to act as the authorized representative/agent on behalf of Seattle Parks and Recreation and to legally bind The City of Seattle with respect to certain projects and obligate City of Seattle property in perpetuity 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: 4 - Juarez, Rivera, Saka, Strauss
Opposed: None

Attachments: Att 1 – Sample RCO Grant Agreement

Supporting Documents: Summary and Fiscal Note
Summary Att A - Project Boundary Maps

Appointments:

FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:

6. Appt 03545 Reappointment of Jaci S. McCormack as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet

7. Appt 03546 Reappointment of Jeremy Takala as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet

8. Appt 03566 Reappointment of Derrick Belgarde as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet

9. Appt 03567 Reappointment of Luther F. Mills as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet

10. Appt 03568 Reappointment of Suzanne Sailto as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet

TRANSPORTATION, WATERFRONT, AND SEATTLE CENTER COMMITTEE:

11. Appt 03570 Appointment of Benjamin Cohen as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

12. Appt 03571 Appointment of Efrem Fesaha as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

13. Appt 03572 Appointment of Michael Johnson as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

14. Appt 03573 Appointment of Ashley McClaran as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

15. Appt 03574 Reappointment of Eric Berlinberg as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

16. Appt 03575 Reappointment of John Olensky as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

17. Appt 03576 Reappointment of Sarah C. Rich as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Appointment Packet

H. COMMITTEE REPORTS

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

HOUSING, ARTS, AND CIVIL RIGHTS COMMITTEE:

1. CB 121254

An ordinance relating to rental agreement regulation; requiring disclosure of fees, prohibiting and limiting certain fees, requiring retention of compliance records, expanding investigation authority, and establishing new enforcement mechanisms; amending Section 7.24.020, 7.24.050, 7.24.060, 7.24.120, and 7.24.130 of, and adding new Sections 7.24.039, 7.24.040, 7.24.045, 7.24.170, 7.24.180, 7.24.190, 7.24.200, 7.24.210, 7.24.220, 7.24.230, and 7.24.240 to, the Seattle Municipal Code.

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Foster, Lin, Hollingsworth, Juarez, Rinck
Opposed: None

Supporting Documents:

Summary and Fiscal Note
Amendment A
Amendment B
Amendment C
Amendment D
Amendment E

FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:

2. CB 121252

An ordinance relating to acceptance of funding from non-City sources; authorizing the Mayor or the Mayor's designee to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Strauss, Rivera, Hollingsworth, Kettle, Saka
Opposed: None

Supporting Documents:

Summary and Fiscal Note
Summary Att A – 2026 Mid-Year Acceptance
Ordinance Detail Table

3. CB 121253 An ordinance amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; adding CIP Projects; creating positions; modifying positions; lifting provisos; modifying provisos, imposing provisos; amending Section 2 of Ordinance 127356 to effectuate a transfer; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Strauss, Rivera, Hollingsworth, Saka
Opposed: 1 - Kettle

Attachments: Att A – CIP Project Additions

Supporting Documents:
Summary and Fiscal Note v2
Summary Att A - 2026 Mid Year Supplemental
Ordinance Summary Detail Table v2
Amendment A
Amendment B

TRANSPORTATION, WATERFRONT, AND SEATTLE CENTER COMMITTEE:

4. CF 314550 Request for modification of conditional approval of a petition of Swedish Health Services to vacate the alley in Block 95, Terry's Second Addition to the City of Seattle (CF 314304 and CF 314477).

The Committee recommends that City Council grant as conditioned the Clerk File (CF).
In Favor: 3 - Saka, Rinck, Lin
Opposed: None

Attachments: Alley Vacation Modification Request
Seattle Department of Transportation (SDOT) Recommendation

Supporting Documents:
Unexecuted Council Conditions

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT

Legislation Text

File #: IRC 535, **Version:** 1

August 11, 2026

SEATTLE CITY COUNCIL

August 11, 2026

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
By: Strauss		
1. CB 121271	An ordinance appropriating money to pay certain claims for the week of July 27, 2026, through July 31, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
By: Hollingsworth		
2. Res 32214	A resolution requesting the Code Reviser to reformat tables within the Seattle Municipal Code to comply with federal accessibility guidelines.	City Council
By: Hollingsworth		
3. Appt 03594	Appointment of Shannon Smith as Chief Technology Officer, Seattle Information Technology Department, for a term to July 1, 2030.	Governance and Utilities Committee
By: Rinck,Foster		
4. CB 121267	An ordinance relating to prohibiting algorithmic-based price discrimination; requiring covered retailer disclosures to consumers; requiring that covered retailers retain certain records; and adding a new Chapter 7.35 to the Seattle Municipal Code.	Human Services, Labor, and Economic Development Committee
By: Rinck		
5. CB 121272	An ordinance relating to the Capitol Hill Business Improvement Area; modifying the boundaries; amending Ordinance 113029, as previously amended by Ordinances 115998, 120303, and 124514; modifying the assessment structure for the Capitol Hill Business Improvement Area; and ratifying and confirming certain prior acts.	Human Services, Labor, and Economic Development Committee
By: Rinck		
6. CB 121275	An ordinance relating to commercial tenancies; establishing lessor requirements to provide transparency regarding access to the lease agreement, previous certificate of occupancy for the space, the existing conditions of the space, and triple net expenses; and amending Sections 6.104.020, 6.104.030, 6.104.060, 6.104.070, and 6.104.080 of the Seattle Municipal Code.	Human Services, Labor, and Economic Development Committee

By: Lin

7.	CB 121276	An ordinance relating to land use and zoning; amending Sections 23.45.506, 23.45.570, and 23.51.A.004 of the Seattle Municipal Code to modify development standards for institutions in multifamily zones.	Land Use and Sustainability Committee

By: Rivera

8.	CB 121273	AN ORDINANCE relating to historic preservation; imposing controls upon the Burwell House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	Libraries, Education, and Neighborhoods Committee

By: Rivera

9.	CB 121274	An ordinance relating to historic preservation; imposing controls upon the Wilde-Streatfield House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	Libraries, Education, and Neighborhoods Committee

By: Rivera

10.	Appt 03577	Appointment of Lakeya Afolalu as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2027.	Libraries, Education, and Neighborhoods Committee

By: Rivera

11.	Appt 03578	Appointment of Leon Garnett as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2027.	Libraries, Education, and Neighborhoods Committee

By: Rivera

12.	Appt 03579	Appointment of Amruta Mane as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2027.	Libraries, Education, and Neighborhoods Committee

By: Rivera

13.	Appt 03580	Appointment of Sofia Michelakis as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2027.	Libraries, Education, and Neighborhoods Committee

By: Rivera

14. Appt 03581 — Appointment of Girard Montejo-Thompson as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2027. — Libraries, Education, and Neighborhoods Committee

By: Rivera

15. Appt 03582 — Appointment of Jessica Tollenaar Cafferty as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

16. Appt 03583 — Appointment of Gabriel de los Angeles as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

17. Appt 03584 — Appointment of Fathima Garcia as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

18. Appt 03585 — Appointment of Lizbet Huizar as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

19. Appt 03586 — Appointment of Erica K. Johnson as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

20. Appt 03587 — Appointment of Zamzam Mohamed as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

21. Appt 03588 — Appointment of James Williams as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

22. Appt 03589 — Reappointment of Joe Krentz as member, Ballard Avenue Landmark District Board, for a term to June 30, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

23. Appt 03590 — Appointment of Leslie Mehren as member, Ballard Avenue Landmark District Board, for a term to June 30, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

24. Appt 03591 — Appointment of Dan Sloat as member, Landmarks Preservation Board, for a term to August 14, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

25. Appt 03592 — Appointment of Huy Pham as member, International Special Review District Board, for a term to December 31, 2027. — Libraries, Education, and Neighborhoods Committee

By: Rivera

26. Appt 03593 — Reappointment of Rachelle C. Olden as member, Community Involvement Commission, for a term to May 31, 2028. — Libraries, Education, and Neighborhoods Committee

Legislation Text

File #: Min 579, **Version:** 1

August 4, 2026

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Journal of the Proceedings of the Seattle City Council

Tuesday, August 4, 2026

2:00 PM

Council Chamber, City Hall
600 4th Avenue
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Chair Info: 206-684-8803; Joy.Hollingsworth@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 August 4, 2026, pursuant to the provisions of the City Charter. The meeting was called to order at 2:05 p.m., with Council President Hollingsworth presiding.

B. ROLL CALL

Present: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

C. PRESENTATIONS

Councilmember Rinck presented a proclamation for signature recognizing Tuesday, August 4th 2026 to be "Seattle and Tacoma Kiki Ballroom Community Day."

The following Councilmembers affixed their signatures to the proclamation: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

By unanimous consent, the Council Rules were suspended to allow Councilmember Rinck to present the proclamation, and to allow Julian Everett and Ivy 007 to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the Council:
Alice Green
Evan McWilliams
Eric Zimmerman
Andrea Suarez
Keith Carpenter
Paul Tomlinson
Sam Kim
Lou
Yvette Dinish
Doug Palmer
Nina Jackson
Scott Dickinson
Craig Walker
Frances Nguyen
Patti Hill
Randy Bannecker
Erin Varriano
Angie Mykel
Aliesha Ruiz
Alberto Alvarez
Joe Kunzler
Lois Martin
Rose Legionaires
Iziac Harvey
Magdalena Ware
Iziac Harvey
Jacqueline Ware
Clive Hayward
Jordan Maxim
David Haines
Jeff Rogers
Chad Winfrey
Paul Wang Gosselin
Audrey Wang Gosselin
Hannah Ziff
Michael Woodward
Melissa Palos Phillips
Sam Wolff
Lexi Goss
Eden Quah
Guinevere Godsdottir
Ashley Nerbovig

Elle M. Cree
Ananda Portal
David Long

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

IRC 534 **August 4, 2026**

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, 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 Hollingsworth, duly seconded and carried, to adopt the Consent Calendar.

Journal:

1. Min 578 **July 28, 2026**

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

Bills:

2. CB 121265 **An ordinance appropriating money to pay certain claims for the week of July 20, 2026, through July 24, 2026, 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 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. CB 121262 **An ordinance relating to City employment; adopting a 2026 Citywide Position List.**

Motion was made by Council President Hollingsworth, duly seconded and carried, to pass Council Bill 121262.

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

2. CB 121264 **An ordinance relating to parking payment devices coin revenue collection; amending Section 11.16.480 of the Seattle Municipal Code to transfer responsibility for the physical collection of coin revenue from parking payment devices from the Department of Finance and Administrative Services to the Seattle Department of Transportation.**

Motion was made by Council President Hollingsworth, duly seconded and carried, to pass Council Bill 121264.

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

HOUSING, ARTS, AND CIVIL RIGHTS COMMITTEE:

3. CB 121259 **An ordinance relating to unfair housing practices; adding new protections for homeowners from unwanted solicitation of residential property by establishing a Do Not Solicit List; providing an enforcement process; prescribing penalties; amending Section 14.08.020 and 14.08.190 of the Seattle Municipal Code; adding a new Section 14.08.042 to the Seattle Municipal Code; and adding reporting requirements.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 4 - Foster, Lin, Hollingsworth, Rinck
Opposed: None

ACTION 1:
Motion was made by Councilmember Rivera and duly seconded to amend Council Bill 121259, by amending Section 1, revising the definitions of "solicit" and "solicitation," as shown on Attachment 1 to the Minutes.

The Motion carried by the following vote:
In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

PUBLIC SAFETY COMMITTEE:

4. CB 121248 **An ordinance relating to controlled substances; updating City policy for the enforcement of the crimes of knowing possession and use of controlled substances; amending Section 3.28.141 of the Seattle Municipal Code; and repealing Section 4 of Ordinance 126896.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Kettle, Saka, Juarez, Lin, Rivera
Opposed: None

ACTION 1:
Motion was made by Councilmember Rivera and duly seconded to amend Council Bill 121248, by amending Section 1, as shown on Attachment 2 to the Minutes.

The Motion carried by the following vote:
In Favor: 8 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rivera, Saka, Strauss
Opposed: 1 - Rinck

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

GOVERNANCE AND UTILITIES COMMITTEE:

5. CB 121247 **An ordinance relating to the City Light Department's emergency bill assistance program; amending Section 21.49.042 of the Seattle Municipal Code to adjust program terms and conditions and expand eligibility guidelines for emergency bill assistance.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

6. CB 121245 **An ordinance relating to rates and charges for water services of Seattle Public Utilities; revising water rates and charges; revising credits to low-income customers; authorizing withdrawal of funds from the Water Fund Revenue Stabilization Subfund; and amending Sections 21.04.430, 21.04.440, and 21.76.040 of the Seattle Municipal Code.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

7. CB 121246 **An ordinance relating to emergency assistance for Seattle Public Utilities customers; amending Section 21.76.065 of the Seattle Municipal Code to adjust program terms and conditions and expand eligibility guidelines for emergency bill assistance.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

LAND USE AND SUSTAINABILITY COMMITTEE:

8. CB 121243 **An ordinance relating to land use and zoning; adopting temporary regulations previously in Ordinance 127309 for six months to exempt housing projects that meet Mandatory Housing Affordability requirements using on-site performance units from Design Review, and allowing permit applicants for all housing subject to Full Design Review the option of complying with Design Review pursuant to Administrative Design review; temporarily suspending mandatory, and allowing voluntary, design review of proposed development in Titles 23 and 25 of the Seattle Municipal Code, consistent with Chapter 333, Laws of 2023 and previously in Ordinance 127309; and amending Sections 23.41.002 and 23.41.004 of the Seattle Municipal Code.**

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Lin, Strauss, Foster, Rinck
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

TRANSPORTATION, WATERFRONT, AND SEATTLE CENTER COMMITTEE:

9. CB 121242 **An ordinance granting FH, LLC d/b/a Skyline permission to construct, maintain, and operate a pedestrian skybridge over and across 8th Avenue, south of Columbia Street and north of Cherry Street, in the First Hill neighborhood; and providing for the acceptance of the permit and conditions.**

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Saka, Rinck, Foster, Kettle, Lin
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

10. CF 314530 **Petition of THE YEW, LLC, for the vacation of a portion the alley lying within Block 2, Wegener's Addition to the City of Seattle, being the block bounded by N 87th Street, 1st Avenue NW, Palatine Avenue N, and N 85th Street, at 8623 Palatine Ave N.**

The Committee recommends that City Council grant as conditioned the Clerk File (CF).
In Favor: 5 - Saka, Rinck, Foster, Kettle, Lin
Opposed: None

The Clerk File (CF) was granted as conditioned by the following vote, and the President signed the Conditions of the City Council:

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

11. Res 32212 **A resolution declaring the intention of the City Council to hold a public hearing relating to clarifying provisions on assessment escalations for the Ballard Business Improvement Area.**

Motion was made by Council President Hollingsworth, duly seconded and carried, to adopt Resolution 32212.

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

12. Res 32211 **A resolution of intention to modify the boundaries and assessment structure of the Capitol Hill Business Improvement Area and fix a date and place for a hearing thereon.**

Motion was made by Council President Hollingsworth, duly seconded and carried, to adopt Resolution 32211.

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

K. OTHER BUSINESS

By unanimous consent, Councilmember Juarez was excused from the August 18, 2026, City Council meeting.

By unanimous consent, Councilmember Saka was excused from the August 18, 2026, City Council meeting.

L. EXECUTIVE SESSION*

At 4:15 p.m., Council President Hollingsworth announced that the Council would convene in Executive Session to discuss pending, potential, or actual litigation with an estimated end time of 5:15 p.m. The Executive Session concluded at 5:06 p.m.

M. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:06 p.m.

_____

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on August 11, 2026.

_____

Joy Hollingsworth, Council President of the City Council

Attachment 1 - Action 1 of CB 121259
Attachment 2 - Action 1 of CB 121248

Attachment 1 – Action 1 of CB 121259

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Amendment A Version 1 to CB 121259 – Do Not Solicit ORD

Sponsor: Councilmember Rivera

Exclude generic mailers and flyers from the definition of solicit or solicitation.

Effect: This amendment would exclude bulk commercial mailings from licensed agents and brokers with generic advertisements from the definitions of "solicit" and "solicitation", so receipt of such generic mailers and flyers while on a Do No Solicit List would not be a violation.

Amend Section 1 of CB 121259 to revise the definitions of "solicit" and "solicitation" as follows:

* * *

"Solicit" or "solicitation" means attempting to sell, purchase, acquire any interest, or convey residential property, through any form of communication to a residential property owner including but not limited to mail, oral communication, or electronic communication.

"Solicit" includes to:

1. Advertise the accomplishments or abilities of a buyer or buyer's representative to a residential property owner;

2. Request that a residential property owner list a residential property for sale, or inquire if the residential property owner is interested in listing a residential property for sale;

3. Offer or inquire of an interest to offer, whether on the solicitor's own behalf or another's behalf, to purchase or acquire any interest in a residential property owner's residential property; or

4. Provide, or offer to provide, any type of service or assistance to help a residential property owner make a decision about selling a residential property.

The following includes but is not limited to acts that do not constitute solicitation:

1. Communications initiated at the request or invitation of the residential property owner;

2. Solely provide an estimated sale value of a residential property; ~~or~~

3. Any action by a person working on behalf of a utility, as defined in Section 23.84A.040, or a government entity~~.~~, or

4. Bulk commercial mailings from individuals licensed as Washington State real estate brokers or managing brokers promoting their brokerage services through generic advertisements that, except for the mailing address, do not explicitly reference a specific residential property owner, members of that owner's household, or a specific residential property.

* * *

Attachment 2 – Action 1 of CB 121248

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

Amendment A Version 1 to CB 121248 - City Drug Ordinance Update

Sponsor: Councilmember Rivera

Data on LEAD field-based responses

Effect:

This amendment would require officers to include in the arrest report any attempt to contact diversion service providers for a field-based diversion and indicate the amount of time the officer waited for the in-person transfer of an individual. Officers shall indicate in the arrest report if they left the scene to respond to a more urgent matter, as determined by the officer, based on their assessment of the circumstances and conditions at the time, prior to the in-person transfer of the individual.

Diversion service providers would also be required to record the time it took to respond to an SPD call for diversion services.

Background:

Amendment 2, adopted at the July 28, 2026, meeting of the Public Safety Committee requires SPD officers and diversion service providers to record and report instances when an officer requested a field-based diversion, and the number of times that a diversion service provider responded <u>timely</u> to the request.

This amendment eliminates the word “timely” and instead requires the officer and diversion service providers to record the actual time that it took to respond to an officer’s call for diversion services.

- Amend Section 1 of CB 121248 as follows:

Section 1. Section 3.28.141 of the Seattle Municipal Code, enacted by Ordinance 126896, is amended as follows:

3.28.141 Policies governing ((~~arrests~~)) <u>enforcement</u> for knowing possession of a controlled substance and use of a controlled substance in a public place

A. The provisions of this Section 3.28.141 apply to enforcement of RCW 69.50.4013(1), (2), (7), and (8) as amended by 2E2SSB 5536 (68th Legislature, 2023 1st Special Session), Section 2.

B. Policy. Consistent with any public health and safety-related Mayor-issued executive orders, the Seattle Police Department (SPD) will adopt policies governing ((~~arrests for~~)) enforcement related to the crimes described in subsection 3.28.141.A. ((~~These new policies will seek to minimize use of force and incorporate de-escalation and crisis intervention that reflect existing SPD policies in those areas. SPD will train its officers on these new policies.~~

~~C. Body-worn videos. When officers interact with individuals allegedly committing the crimes described in subsection 3.28.141.A, officers shall comply with SPD policies and procedures for body-worn video cameras and/or other equipment intended to record officer interactions with the public.~~

~~D~~)) C. Probable cause for arrest. An officer must have probable cause for arrest.

((~~E.~~)) D. Arrest. Nothing in this Section 3.28.141 or in any other provisions of this legislation shall mandate an arrest to occur.

((~~F.~~)) E. Diversion. ((~~Diversion, treatment, and other alternatives to booking are~~)) Field-based, pre-booking diversion through a direct, in-person transfer of an individual ("warm handoff") to recovery service providers who utilize the City's law enforcement diversion framework, which shall include but not be limited to the key elements identified in RCW 71.24.589(4), is the preferred approach when enforcing the crimes adopted under this Section 3.28.141 as described in subsection 3.28.141.A.

1. SPD policies adopted under this Section 3.28.141 will contain guidance on field-based, pre-booking diversion processes and state that in-field diversion and referral to services is the preferred response to crimes described in subsection 3.28.141.A. For the purposes of this subsection 3.28.141.E, a field-based, pre-booking diversion includes a direct in person handoff that occurs at a police precinct.

((~~2. SPD policies will state that diversion and referral to services is the preferred response to the crimes described in subsection 3.28.141.A.~~

~~3.~~)) 2. A lack of diversion ((~~opportunities~~)) capacity shall not be a reason for arrest, jail booking, or referral for prosecution.

((~~4.~~)) 3. SPD shall collect data and report to the City Council Public Safety and Human Services Committee or its successor that identifies the racial composition of those:

a. Referred for recovery services on a voluntary basis without an arrest;

b. Arrested, released, and referred for prosecution;

c. Arrested and diverted to ((~~community-based~~)) recovery services prior to jail booking or referral for prosecution; and

((~~b.~~)) d. Booked and referred for prosecution.

((~~G.~~)) F. Threat of harm to others. When considering making an arrest, releasing, or diverting an individual, pursuant to subsection 3.28.141.E~~.~~, officers may determine whether the individual, through their actions and conduct, presents a threat of harm to

others. This determination will occur after probable cause has been established. This determination is based on the totality of the circumstances and the officer's training and experience. SPD policy will identify factors to guide officers when assessing the threat of harm presented by the individual. The threat of harm assessment governs officer decisionmaking and is not an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

((~~H.~~)) G. Threat of harm to self

1. If an officer determines there is probable cause to arrest and the officer's assessment indicates that the individual does not pose a threat of harm to others, the individual only poses a threat of harm to self.

2. An officer may attempt to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest. An officer may arrest or take into custody, at the officer's discretion to avoid additional harm to self, including, when appropriate, for the purpose of emergency stabilization and evaluation as authorized under RCW 71.05.153(2). Reasonableness is determined from the perspective of a reasonable officer facing similar circumstances.

3. An officer will not arrest when the individual only poses a threat of harm to self absent articulable facts and circumstances warranting such action.

4. The threat of harm assessment will govern officer decisionmaking and will not be an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

((~~I.~~)) H. Officer safety. Nothing in this Section 3.28.141 is intended to compromise the safety or well-being of police officers.

((~~J.~~)) I. An officer's failure to comply with this Section 3.28.141 shall not render an arrest unlawful if the arrest is otherwise supported by probable cause.

((~~K.~~)) J. Reporting requirements

1. If an officer determines, based on the totality of circumstances, that an arrest is authorized by this Section 3.28.141, an arrest report shall be completed by the officer that includes, at a minimum, the facts establishing probable cause, and, if an assessment was completed under subsection 3.28.141.F, an assessment of the threat presented by the individual, and whether, and in what manner, arrest or diversion was considered or utilized. ((~~*Officers shall include in the arrest report any attempt to contact diversion service providers for a field-based diversion and indicate whether such providers were available timely for the in-person transfer of an individual*~~.))

Officers shall include in the arrest report any attempt to contact diversion service providers for a field-based diversion and indicate the amount of time officer waited for the in-person transfer of an individual. Officers shall indicate in the arrest report if they left the scene to respond to a more urgent matter, as determined by the officer, based on their assessment of the circumstances and conditions at the time, prior to the in-person transfer of the individual.

2. The Office of Inspector General for Public Safety (OIG) (and/or an independent, academically based research organization engaged by OIG) and SPD shall work with the City Attorney's Office, Seattle Municipal Court, the Seattle Fire

Department, and any other relevant departments to obtain the data described in subsections ((~~3.28.141.L.1~~)) 3.28.141.K.1 through ((~~3.28.141.L.12~~)) 3.28.141.K.12 by January 1, 2025 and annually on January 1 until 2030.

3. To the extent practicable, SPD officers shall collect and record in the department's record management system (RMS) data each contact with an individual in pursuit of enforcement of the crimes described in subsection 3.28.141.A and the number of attempts to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection ((~~3.28.141.F~~)) 3.28.141.E. If SPD is unable to collect the data described in this subsection ((~~3.28.141.K.3~~)) 3.28.141.J.3, SPD and OIG shall endeavor to collect such data from service providers.

4. The City shall require that recovery service organizations, ((~~*who*~~)) with whom the City has entered into a contract to provide law enforcement diversion services, collect and maintain data on officer requests for diversion providers to facilitate a field-based diversion, ((~~*the number of times that a diversion service provider responded timely to the*~~)) the time it took for providers to respond to such requests, referrals, participation, outcomes, and client demographics, and such data are readily accessible to City departments, including SPD, OIG, the City Auditor, and the Mayor's Office.

((~~L.~~)) K. Annual reporting and recommendations. OIG and/or an independent, academically based research organization engaged by OIG shall review implementation of this Section 3.28.141 to determine the impact of subsections ((~~3.28.141.G~~)) 3.28.141.F and ((~~3.28.141.H~~)) 3.28.141.G, including but not limited to the ability of SPD officers to effectively address incidents described in subsection 3.28.141.A and, based

upon that review, provide recommendations to improve this Section 3.28.141 and related policy. OIG shall also provide recommendations regarding data collection and operationalization of such data collection to improve the City's ability to assess the effectiveness of this legislation. A preliminary report shall be provided to the Council by June 30, 2025. The following data, or an explanation of why the data is unavailable, and written recommendations shall be provided by the OIG to the Council by December 31, 2025, and at least annually by December 31 until 2030:

1. The number of drug overdoses in Seattle on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023);

2. ((~~The number of shootings in which drugs were present or an individual was under the influence of drugs within Seattle on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023)~~)) The number of incidents marked as involving controlled substances as defined by the Seattle Municipal Code and Revised Code of Washington and in which a firearm was also found;

3. The number of 911 calls about use of controlled substances in a public place on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023);

4. The number of documented contacts between police officers, including community service officers, and individuals encountered during enforcement of the crimes described in subsection 3.28.141.A;

5. The number of attempts by police officers, including community service officers, to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection ((~~3.28.141.F~~)) 3.28.141.E;

6. The number of arrests for the crimes described in subsection 3.28.141.A;

7. The number of individuals transported for booking at jail and of that number: the name of the jail, the number of individuals who are booked into jail, the number of individuals the jail did not accept due to medical declines or for other reasons, the number of individuals transported to a medical facility, including Harborview Medical Center, the number of individuals who are released from a medical facility and then transported to jail, and the number of individuals released without booking into jail or being transported to a medical facility;

8. The number of possession and public use ((~~cases referred~~)) referrals made to the City Attorney's Office for prosecution;

9. The number of ((~~referred cases dismissed before or during trial, including pre-filing diversion cases~~)) cases that the City Attorney's Office diverts pre-file to LEAD in which possession of a controlled substance or public use of a controlled substance is the sole charge;

10. The number of cases that the City Attorney's Office declines to file, for cases in which possession of a controlled substance or public use of a controlled substance is the sole charge;

11. The number of cases that the City Attorney's Office diverts post-file to Law Enforcement Assisted Diversion in which possession of a controlled substance or public use of a controlled substance is the sole charge;

12. The number of cases that the City Attorney's Office dismisses, and the reasons for the dismissal, for cases in which possession of a controlled substance or public use of a controlled substance is the sole charge;

((~~10. The reasons for dismissal of referred cases;~~

~~11.~~)) 13. The results of any interviews of SPD personnel with experience in the field implementing this Section 3.28.141 and their suggestions, if any, for improving the law or related policies, including the feasibility of implementing subsection ((~~3.28.141.G~~)) 3.28.141.F and ((~~3.28.141.H~~)) 3.28.141.G; and

((~~12.~~)) 14. Any other information deemed by OIG as helpful for the purposes of the review required by this subsection ((~~3.28.141.L~~)) 3.28.141.K or providing written recommendations.

((~~M.~~)) L. Based on officer availability, location, and deployment limitations, SPD shall seek to prioritize use of officers who have received at least 40 hours of crisis intervention team (CIT) training when enforcing the crimes described in subsection 3.28.141.A.

File #: CB 121271, **Version:** 1

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The City of Seattle

Ordinance

Council Bill

An ordinance appropriating money to pay certain claims for the week of July 27, 2026, through July 31, 2026, 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 $19,127,782.55 on PeopleSoft 9.2 mechanical warrants numbered 4101056499 - 4101061815 plus manual or cancellation issues for claims, e-payables of $23,480.32 on PeopleSoft 9.2 9100016284 - 9100016292, and electronic financial transactions (EFT) in the amount of $73,168,594.24 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. Payment of the sum of $74,813,195.87 on City General Salary Fund mechanical warrants numbered 10495575 - 10495971 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1022718 representing Gross Payrolls for payroll ending date July 28, 2026, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council August 6, 2026, is approved consistent with remaining appropriations in the current budget as amended.

Section 3. 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 4. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

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

Passed by the City Council and signed in open session in authentication of its passage on August 11, 2026.

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: Office of City Finance

Title: An ordinance appropriating money to pay certain claims for the week of July 27, 2026, through July 31, 2026, 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.

Background: 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.

Summary Attachments: None.

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

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.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

N/A

c. What financial costs or other impacts might happen if this legislation is not implemented?

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.

d. How might this legislation affect other City departments besides the one that proposed it?

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

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

N/A

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

N/A

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

N/A

3. What is the Language Access Plan for communicating with the public about this legislation?

N/A

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

N/A

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

N/A

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

N/A

File #: CB 121261, **Version:** 1

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The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; amending Sections 21.49.084 and 21.49.087 of the Seattle Municipal Code to update the Voluntary Green Power Programs and Community Solar Program.

Recitals:

Ordinance 121847 established Seattle Municipal Code (SMC) 21.49.084 in 2005, authorizing the City Light Department (Department) to offer Voluntary Green Power Programs.

Ordinance 123479 established SMC 21.49.087 in 2010, authorizing the Department to offer a Community Solar Program.

SMC 21.49.130 authorizes the Department to promulgate rules, policies, and procedures from time to time, in accordance with SMC Chapter 3.02 as needed.

SMC 21.49.087 references incentive payments through June 2020, a date which has passed, and references an initial $300,000 Department of Energy grant, which has been fully expended.

Customer interest in solar energy remains strong as evidenced by over 9,000 customers having interconnected solar electric systems within the City Light service territory since 2001.

The Department's Distributed Energy Resources (DER) Strategy, Strategic Plan, and Integrated Resources Plan (IRP) all prioritize increased access to clean, affordable electricity for all

customers regardless of their financial circumstances or homeownership status.

Washington State's Clean Energy Transformation Act (CETA) (chapter 19.405 RCW) requires the Department to provide a Clean Energy Implementation Plan (CEIP) for four-year periods. The 2026-2029 CEIP prioritizes the design and delivery of an accessible community solar program as a specific action to reduce household electric energy burden, and to ensure equitable transition.

Funding from Washington State's Community Solar Expansion Program (CSEP) is currently available to offset a significant portion of construction and development costs to offer community solar subscriptions that provide a financial benefit to income-qualified customers.

The Department continues to seek external funding sources to reduce utility and customer costs associated with designing and implementing a community solar program for all customers.

Community Solar Program projects are alternative energy resources that could benefit from use of City Light's Voluntary Green Power Program funds.

Department customers will be eligible to participate in community solar on a voluntary basis, subject to program rules, limited space, and availability.

The Department intends to implement the Community Solar program using methods to select program participants that are equitable for all customers and aligned with Seattle's Race and Social Justice Initiative. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Section 21.49.084 of the Seattle Municipal Code, last amended by Ordinance 126179, is amended as follows:

21.49.084 Voluntary Green Power Programs

* * *

B. The Department may offer to customers additional renewable energy programs that support non-qualified energy resources, provided that:

1. Customer participation in additional programs shall be voluntary and available to all customers. Customers may voluntarily begin or terminate their participation at any time by notifying the Department of their choice.

2. Additional programs shall encourage the adoption, availability, or affordability of renewable energy resources for the Department and its customers. Renewable energy projects supported by customer voluntary payments may include, but are not limited to:

a. The purchasing, funding, or partial funding of renewable energy projects.

b. Projects for deploying technologies to acquire renewable energy including projects located at local, low-income, non-profit, or public facilities.

c. Other activities intended to build awareness or to enable renewable energy projects through energy education, demonstrations, or collaborative efforts with community partners.

3. Additional programs will be entirely self-funded from voluntary program payments, including, but not limited to, costs of program projects, activities, administration, and marketing. Subject to ordinances authorizing issuance of the City's municipal light and power revenue obligations, the Department shall make available from its budgeted funds an amount equal to the voluntary program payments.

C. The Department may use funds generated from Voluntary Green Power Programs established under subsections 21.49.084.A or 21.49.084.B for funding of Community Solar Program projects established pursuant to Section 21.49.087.

Section 2. Section 21.49.087 of the Seattle Municipal Code, last amended by Ordinance 123675, is amended as follows:

21.49.087 Community Solar Program

A. ((~~The Community Solar Program allows customers to receive credits based on energy production from a solar photovoltaic (PV) array owned and managed by Seattle City Light.~~)) The Department is authorized to implement a Community Solar Program that enables eligible customers to participate collectively in community solar generation projects without the need to install a solar generation system on their premises.

B. The Community Solar Program may be offered on a voluntary basis ((~~beginning in 2011. All Seattle~~)) to City Light customers ((~~are eligible to participate,~~)) subject to ((~~limited space availability~~)) program rules, policies, procedures, and eligibility criteria adopted by the Department; program capacity, and availability of program funding, as determined by the Department. ((~~Interested customers will initiate their participation with a voluntary one-time upfront payment and~~

~~signed participant contract.~~))

C. ((~~Each participating customer will receive an energy credit for each kWh produced by their portion of their assigned solar PV array, to be distributed annually as specified in a standard participant contract developed by the Department.~~)) The Department may develop and administer community solar projects and supporting infrastructure, including but not limited to energy storage systems and general electrical infrastructure, that allow customers to benefit from solar energy generation systems owned, managed, or otherwise arranged by the Department. Electricity produced by these projects will be delivered into the utility grid and the Department may provide a bill credit, discount, or other benefit structure to each participant, subject to program rules, and as specified in a participant agreement developed by the Department.

D. ((~~The credit for kWh produced by community solar PV arrays shall be equal to the Department's small general service energy charge for the City of Seattle (Schedule SMC) for all market-rate community solar participants, regardless of the rate schedule they fall under themselves.~~)) The Department may charge participation fees to recover program costs not covered by other Department, City, or external funding sources.

((~~E. Each participating customer will also receive annual renewable energy production incentive payments in accordance with RCW 82.16.110, as available through June 2020.~~

~~F. The first community solar array owned by the Department will initially be funded by a Department of Energy grant of $300,000. The voluntary Community Solar Program payments (enrollment fees) will replace some or all of the grant funding and will be used to finance additional arrays in the same manner.~~

~~G.~~)) E. The Department has the right to terminate enrollment of new customers into the program at any time, but will meet obligations to ((~~participating~~)) existing customers enrolled in the program in accordance with participation agreement terms ((~~through the term of their contracts~~)).

((~~H.~~)) F. Terms and conditions of the program agreements will be developed by the Department and made available to ((~~program participants~~)) customers prior to their enrollment and may be updated by the Department over time.

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council

on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: City Light

Title: An ordinance relating to the City Light Department; amending Sections 21.49.084 and 21.49.087 of the Seattle Municipal Code to update the Voluntary Green Power Programs and Community Solar Program.

Background: A community solar program provides Seattle City Light customers with access to the benefits of solar power and energy storage without needing to install their own solar generation and storage projects. Community solar programs particularly help customers who do not have the resources required to install their own photovoltaic (PV) array.

In 2022, the Washington State Legislature passed Second Substitute House Bill 1814 which created the Community Solar Expansion Program (CSEP). The program's intent is to expand equitable access to renewable energy benefits through community solar projects. The program provides state incentives, not to exceed 100% of the installed cost of the portion of the project that provides direct benefits to two or more low-income utility customers, or nonprofits that focus on providing services to low-income individuals earning no more than 80% of area median income or 200% of the federal poverty level. It also provides up to $20,000 for reasonable administrative costs related to starting up the project for qualifying subscribers.

City Light has a time-limited opportunity to leverage CSEP funding to support an initial savings-based program providing financial benefit to income-qualified customers. City Light also intends to offer future iterations of the community solar program to include additional savings- and/or premium-based options for market-rate residential and commercial customers.

Ordinance 123479 granted City Light the authority to implement the first iteration of a community solar program, which launched in 2011 and ended in 2020. The Seattle Municipal Code (SMC) needs to be updated to allow new community solar program design options. Updates include:

1. SMC 21.49.087 – Community Solar Program

    A. Authorizes a voluntary program that allows customers to collectively participate in solar generation projects without needing to install a solar generation system on their premises subject to rules and eligibility criteria developed by the Department.

    B. Removes reference to a specific federal grant used to build the solar photovoltaic (PV) arrays when the 2011 program was launched;

    C. Removes reference to the specific energy crediting mechanism and allows discounts or other program benefits;

    D. Removes reference to how customers pay to participate;

    E. Allows the Department to charge a participation fee to cover program costs; and

F. Allows the Department to make updates to program agreements over time.

2. SMC 21.49.084 – Voluntary Green Power Program

A. Clarifies that the department may use funds generated from Voluntary Green Power Programs to fund Community Solar Program projects.

City Light's Distributed Energy Resources (DER) Strategy, 2022-2026 Strategic Plan, 2026-2029 Clean Energy Implementation Plan (CEIP), and Integrated Resources Plan (IRP) all prioritize increased customer solar generation and increased access to renewable energy for those historically left out of the clean energy transition. This legislation will allow City Light to develop Community Solar projects aligned with those strategic drivers.

Summary Attachments:

Summary Attachment A – Racial Equity Toolkit Draft

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2. Capital Improvement Program (CIP)

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

☒ No

This legislation does not create or amend a CIP project. However, Seattle City Light plans to include a new detail project within the Energy Efficiency CIP (MC-CL-WC2250) in the 2027 Proposed Budget.

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

3b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Revenue/Reimbursement Notes: This legislation authorizes City Light to charge participation fees and to provide credits, discounts, and other benefits to Community Solar Program participants. Any revenue adjustments due to the Community Solar Program will be reflected in one or more future budget action(s).

This legislation also positions City Light to apply for state incentives as described above.

3c. Positions

This legislation adds, changes, or deletes positions.

This legislation does not create positions. However, City Light anticipates that the Community Solar Program will need additional staff beginning in 2027. This staffing could be achieved through future position adjustments or future additional staff hires:

Program Administration

Staff: ~0.2 FTE annually plus 1-2 days per month for billing activities

Project Development

Staff: ~0.5 FTE for 24 months plus consultant technical support

Project O&M

Staff: ~0.2 FTE annually plus O&M contract

If additional position authority is needed, it will be requested in a future budget process.

3d. Other Financial Impacts

a. **Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.**

To leverage funding currently available through the CSEP program established by House Bill 1814 (2022), City Light intends to use its existing operating budget to pay for program design costs. This budget is supported by funds generated by the Voluntary Green Power Program and other program budgets. City Light projects that development of 4 megawatts (MW) will cost approximately $14,253,000 and anticipates 90% reimbursement of that cost from the CSEP program. The reimbursement is reflected in a reduction in Seattle City Light's annual public utility tax (PUT) obligation, which averages $3.5-$3.7 million per month. City Light must apply to WSU and pay a $5,000 application fee, included in the total cost estimate, for pre-certification of each project so funds can be reserved. City Light then has up to two years to complete the project and apply for certification at which point City Light can reduce its PUT liability by the eligible project cost, as determined by WSU, up to approximately $11 million per fiscal year. City Light expects to construct projects over several years starting in 2028.

City Light plans to own these community solar projects and there will be ongoing operating and maintenance costs estimated at approximately $160,000 in year 1 and escalating annually for each year the project is operational (assumed 25 years operational life). Ongoing operating and maintenance costs, and non-reimbursed development costs, will be covered by a fee paid by participating customers.

b. **If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?** N/A

c. What financial costs or other impacts might happen if this legislation is not implemented?

Without this legislation, Seattle City Light cannot offer a community solar program aligned with customer priorities.

The Integrated Resource Plan (IRP) set a goal of adding 250MW of customer solar by 2043. Leveraging CSEP external funding offsets a portion of the costs that would otherwise be required to meet this goal.

d. How might this legislation affect other City departments besides the one that proposed it? N/A

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property? No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

This legislation will positively affect highly impacted communities and vulnerable populations. Through community solar projects supported with CSEP funding, income-qualified customers will see a reduction in their energy bill and increased access to renewable energy. Future projects may be sited in highly impacted communities provided those communities want those projects and it is technically feasible to interconnect to the Seattle City Light distribution grid. Additionally, authorizing Seattle City Light to implement the next iterations of this program may lead to increased training and apprenticeship opportunities for members of those same communities. City Light understands it must coordinate internally and with other City departments to ensure enrollment is streamlined and easy. Additionally, City Light is coordinating on all outreach efforts with other

departments (e.g. DON, OSE) to ensure vulnerable populations and highly impacted communities are not burdened by engagement efforts.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

The Community Solar Core Team (internal City Light working group) completed a draft of the attached Racial Equity Toolkit, and it was reviewed by City Light's Race and Social Justice Initiative staff as well as a group of six Department of Neighborhoods (DON) Community Liaisons supporting the Community Solar program and related outreach/empowerment efforts with our customers. This is not a static document and must be reviewed at least quarterly and updated as needed to ensure we are accountable to outcomes identified in the toolkit and we are maximizing benefits, while minimizing harm and unintended consequences.

3. What is the Language Access Plan for communicating with the public about this legislation?

Any communications to the public will be planned in partnership with the Department's Communications team and will be translated into multiple languages and use plain language marketing.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

This legislation is expected to decrease carbon emissions by facilitating the installation and operation of new solar photovoltaic (PV) arrays and energy storage in Seattle City Light's territory. Seattle City Light expects load growth and needs to satisfy that load with clean, renewable energy generation and peak load reduction. Building new projects on its distribution grid can reduce line losses and therefore reduce carbon emissions by reducing the need to generate and transmit power from far away sources. When paired with battery storage, customers will have the option to shift their loads away from peak hours and potentially replace diesel generators and access back up power during power outages.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

This legislation may increase Seattle' resiliency to climate change because some of the new solar PV projects may include battery energy storage and may be co-located with community-identified resilience hubs providing back up power during outages.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

The Clean Energy Transformation Act (CETA) (Chapter 19.405 RCW) requires a Clean Energy Implementation Plan (CEIP) for 4-year periods. The 2026-2029 CEIP prioritizes community solar by identifying it as a method to reduce household energy burden and as a 'Specific Actions & Equity' - 'Design and deliver an accessible Community Solar Program'.

The community solar program aims to build up to 4 MW of new solar generation interconnected on Seattle City Light's distribution grid.

The community solar program is part of a portfolio of Customer Renewable and Storage programs. Program status, progress toward targets and goals, and overall performance are reported internally on a monthly and quarterly basis. Seattle City Light is legally obligated (by the State) to report progress toward meetings its CEIP goals.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.

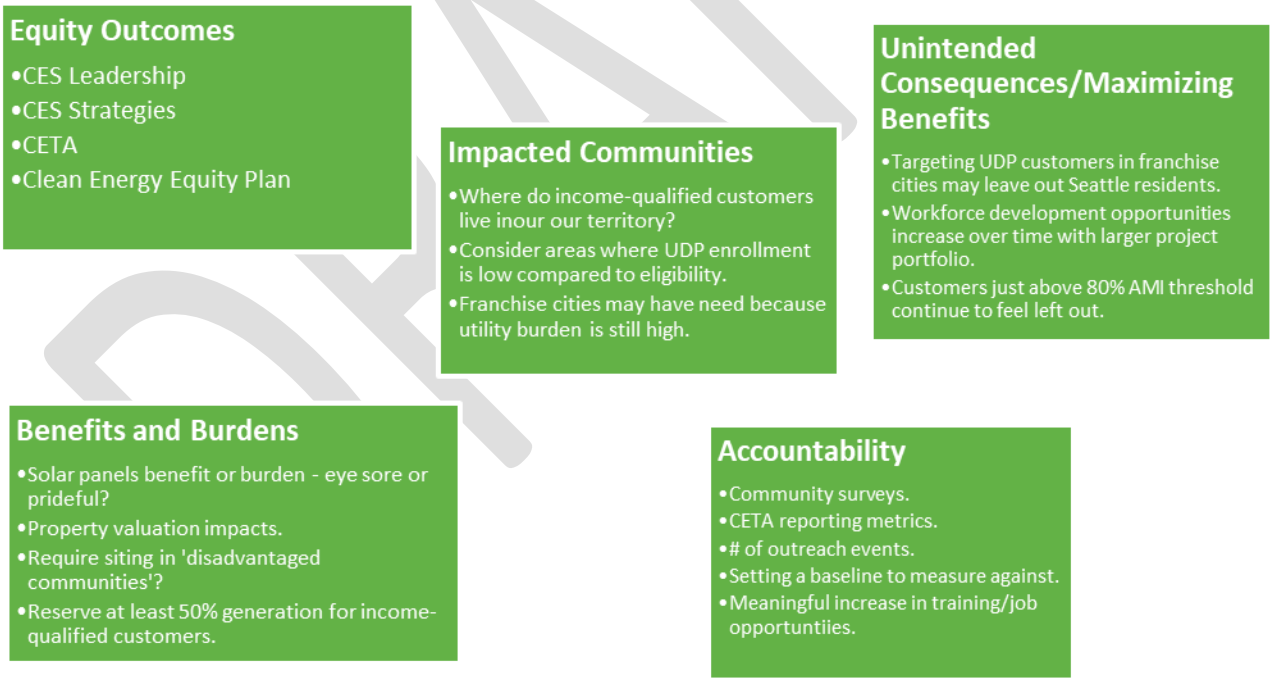
Seattle City Light

RACIAL EQUITY ANALYSIS

This is a draft analysis and is intended to change and grow throughout program design and implementation.

During the preliminary design phase of the Community Solar program, the City Light 'core team' held a design workshop to work through the Racial Equity Toolkit (RET). After that meeting, the draft toolkit was sent to Race and Social Justice Initiative (RSJI) staff for review and discussion with the program manager. Additionally, the Department of Neighborhoods (DON) Community Liaisons (CLs) reviewed it for alignment with community priorities and needs. The draft toolkit evaluated Equity Outcomes, Impacted Communities, Benefits and Burdens, Unintended Consequences, and Accountability. The team indicated the Toolkit should be vetted with external stakeholders and be revisited by the core team at its regularly scheduled meetings to ensure we are implementing it effectively and transparently.

The graphic below summarizes some of the topics discussed but is not an exhaustive list.



Integrating Equity

The Equity Toolkit provided a framework for initial discussions, and the team will continue to evaluate these topics during program design and implementation. Equity must be meaningfully integrated in program design as follows:

Equity Component	**What should we do?**	**Complete/On-going?**
Equity Outcomes	Read relevant plans, strategies, and regulations and identify how the program will align with recommendations and requirements.	Complete – referenced in Preliminary Design Concept and Business Case
Impacted Communities	Work with third-party to reach income-qualified customers so they can inform program design; interview Department of Neighborhoods (DON) Community Liaisons to understand community priorities; consult utility customer data including BlastPoint data (Customer Experience).	On-going; started during Preliminary Design Concept development
Unintended Consequences/Maximizing Benefits	Define 'income-qualified'; assess options for income verification; determine geographic areas where need is highest; engage communities to understand siting priorities; consult workforce development partners to identify meaningful training opportunities.	On-going; started during Preliminary Design Concept development
Benefits and Burdens	Engage customers to understand siting priorities; assess implications of reserving the generation for income-qualified customers and provide consistent on-bill energy credit.	On-going; will be finalized in Program Design
Accountability	Work with Strategy, Planning, and Evaluation to develop an evaluation plan including setting a baseline to measure against and considering cumulative impacts across all renewable projects. Develop ways to report/engage communities on progress and link to Equity Toolkit.	After Program Launch, will be incorporated in Renewables Segment Evaluation

DRAFT

DON CL Feedback

CES partnered with the DON CL Program to engage priority populations across City Light's territory. CLs are existing community leaders and organizers, employed by the DON. City departments may work with them to engage specific populations and neighborhoods on a variety of topics. CES started work with the CL Program in June 2024 and it is on-going. In June, CES staff engaged with 4 Community Liaisons to discuss community solar at a high level, answer questions, and discuss possible future engagement. Beginning in August, this work was expanded to include 6 CLs focused on leveraging CLs' existing relationships through the following engagements:

- Workforce Development
- Small Businesses
- Korean customers and organizations
- White Center/South Park/Tukwila/Georgetown customers
- Various community centers and community-based organizations in Skyway, White Center, and South Park

This engagement does not represent all priority populations in City Light's service territory, and it is a starting point for identifying common themes and priorities that informed this artifact and will continue to inform program design and implementation. The following feedback was received from the community through the CL's work after the Preliminary Design Concept was signed:

- City Light must be accountable and create on-going feedback loops with communities.
- Benefits of participating in the program must be tangible and easy to understand.
- Enrollment must be easy, consider auto-enrollment.
- Participants need more education and information about solar and how community solar works. This is a top short- and long-term priority for communities.
- If financial savings are the greatest benefit, lead with that when communicating with customers.
- It is difficult to engage people early on in program design when there are not enough details to provide feedback on *and* the CLs appreciate being engaged early and wanted to make sure there would be continuous feedback opportunities and City Light would be accountable to input received.
- Some customers are concerned about the safety of solar and battery storage technology.
- Several customers asked about storing solar energy and accessing it when the power goes out.
- Several customers wanted young people to be engaged in the work.

- Benefits of community solar should be available to all customers, including income-eligible customers and undocumented or under-documented folks. Consider how these customers may be left out of workforce training opportunities.
- The community wants to be involved at every step of program development and implementation.
- Customers want access to training opportunities as part of program implementation.
- Customers care about the financial benefit and some care more about the co-benefits, e.g., education, workforce development, streetlights/safety, etc. Focusing only on monetary benefits only feels transactional and without long-term benefit.

Additionally, the CLs reviewed the program's draft RET and provided feedback. The following key themes and feedback were gathered and CES staff will continue to build on these findings in 2025 and beyond.

- Un- or under-documented customers may not be able to take advantage of workforce development opportunities – SCL should consider ways to address this unintended consequence.
- Many small businesses lease their spaces and move frequently. SCL needs to have more conversations with these businesses to explain if/how they can participate in the program.
- Education must be a key component in stakeholder engagement.
- We need to provide clearer methods for measuring impact.
- The community is interested in additional benefits beyond financial, e.g., increased streetlights for safety. How will those be addressed in this program?
- On-going O&M could be a burden to sites hosts.
- Stakeholder engagement and workforce training opportunities should be focused on the South Side of Seattle. Shoreline Community College has solar related classes, what about at South Seattle College?
- Additional financial commitment to education is needed.
- Security of solar project sites is a key concern.
- Real-time communication of project benefits is critical, e.g., dashboard with solar generation data.
- We need to celebrate with whole families, food, and other activities. We need to continue education and awareness building as part of these celebrations.

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File #: CB 121269, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer of City Light or designee to execute the First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement and other related agreements for amending the Federal Energy Regulatory Commission License for the Boundary Hydroelectric Project; and ratifying and confirming certain prior acts.

Recitals:

The Boundary Hydroelectric Project, Federal Energy Regulatory Commission (FERC) No. 2144 (the "Boundary Project") is owned and operated by the City of Seattle, City Light Department.

In March 2010 the City entered into the Boundary Project Relicensing Settlement Agreement (Settlement Agreement) with the Bureau of Indian Affairs, the National Park Service, the US Fish and Wildlife Service, the Kalispel Tribe, the Washington State Department of Fish and Wildlife, the Washington State Department of Ecology, the Public Utility District of Pend Oreille County, Washington, the Selkirk Conservation Alliance and American Whitewater (the Parties).

On March 20, 2013 FERC approved the Settlement Agreement in its Order Issuing New License (License).

The Department has engaged and collaborated with the Parties and other interested groups on the

potential amendment of certain provisions of the License relating to certain habitat projects, fish entrainment mortality, and the conservation fish hatchery, and to discuss a potential off-license agreement for related matters.

The Parties believe that revisions to the Settlement Agreement and License articles will substantially improve conditions for native salmonid fish in Pend Oreille basin.

It is in the best interest of the City and ratepayers that the City to amend the Settlement Agreement and License for the Project as agreed to by the Parties. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The General Manager and Chief Executive Officer of the City Light Department (GM/CEO), or designee, is authorized to execute the First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement substantially in the form attached to this ordinance as Attachment A, for purposes of obtaining an amended license from the Federal Energy Regulatory Commission to operate the Boundary Hydroelectric Project.

Section 2. The GM/CEO, or designee, is further authorized to enter into related agreements that in the GM/CEO's view best meet the needs of the City Light Department and that are reasonably necessary to implement the amended Settlement Agreement or to secure an amended license for the Project from the Federal Energy Regulatory Commission.

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

Attachments:

Attachment A - First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement

Attachment 1 - Interlocal Agreement for the Second Species Fund and Regional Fishery Benefits

Attachment 2 - Illustration of Revisions to Settlement Agreement

Attachment 3 - Illustration of Revisions to Proposed License Articles: Appendix E to 2013 License Order

Exhibit 1 - Revised Proposed License Articles

Exhibit 2 - U.S. Forest Service Draft Section 4(e) Terms & Conditions

Exhibit 3 - U.S. Dept of the Interior Revised Amended Preliminary Conditions, Recommendations, and Prescriptions

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT FERC PROJECT NO. 2144

AMONG

SEATTLE CITY LIGHT

BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
UNITED STATES FISH AND WILDLIFE SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
WASHINGTON DEPARTMENT OF ECOLOGY

KALISPEL TRIBE

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY, WASHINGTON

AMERICAN WHITEWATER
SELKIRK CONSERVATION ALLIANCE

_____ 2026

FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT

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First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement

1. Parties

1.1 This First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement ("First Amendment to Settlement Agreement" or "First Amendment") is entered into this __ day of _____, 2026, between and among Seattle City Light ("SCL"), the Bureau of Indian Affairs ("BIA"), the National Park Service ("NPS"), the US Fish and Wildlife Service ("USFWS"), the US Forest Service ("USFS"), the Kalispel Tribe ("Tribe"), the Washington State Department of Fish and Wildlife ("WDFW"), the Washington State Department of Ecology ("Ecology"), the Public Utility District No. 1 of Pend Oreille County, Washington ("PUD"), the Selkirk Conservation Alliance ("SCA"), and American Whitewater (collectively, the "Parties").[1]

1.2 This First Amendment is binding on and shall inure to the benefit of the Parties and their successors and assigns only.

2. Recitals

WHEREAS,

2.1 The Boundary Hydroelectric Project, FERC No. 2144 (the "Project" or "Boundary Project") is owned and operated by the City of Seattle, Seattle City Light Department ("SCL").

2.2 In March 2010, the Parties entered into the Boundary Hydroelectric Project Relicensing Settlement Agreement (the "Settlement Agreement"). The Settlement Agreement included Proposed License Articles that were included as Exhibit 1.

2.3 The Federal Energy Regulatory Commission ("FERC") approved the Settlement Agreement in its Order Issuing New License, 142 FERC ¶ 62,231 (issued March 20, 2013) (the "License" or "License Order").

2.4 The Parties intend that all provisions of the Settlement Agreement remain in full force and effect except as expressly amended by this First Amendment.

2.5 SCL engaged and collaborated with interested parties to a) discuss the potential amendment of certain provisions of the License that relate to certain habitat projects, Project-related entrainment mortality, and the conservation hatchery; and b) discuss a potential off-license Interlocal Agreement that would address related matters.

[1] On March 31, 2025, The Lands Council notified SCL that it was withdrawing from the Boundary Hydroelectric Project Relicensing Settlement Agreement, and therefore, will not be taking any position on the First Amendment.

2.6 The Parties believe that the License should be amended in a manner consistent with the Revised Proposed License Articles set forth in Exhibit 1 hereto, the USFS revised Section 4(e) Terms & Conditions set forth in Exhibit 2 hereto, and the USFWS revised recommendations and fishway prescriptions set forth in Exhibit 3 hereto.

2.7 The Parties agree that the Reduction of Project Related Entrainment Mortality program (License Order Appendix E, at Proposed License Article 9 (C), Fish and Aquatic Management Plan ("FAMP") Section 5.3, and related requirements in the License and appendices) should be replaced with provisions contained in Article 9 (C) of the Revised Proposed License Articles set forth in Exhibit 1 hereto.

2.8 Certain Parties have agreed to the terms of an off-license Interlocal Agreement, included as Attachment 1 hereto. Although the Interlocal Agreement is binding on only a subset of the First Amendment's Parties, the Parties recognize that the First Amendment is dependent on the execution of the off-license Interlocal Agreement.

2.9 The Parties believe that the revisions to the Settlement Agreement and the Revised Proposed License Articles contained in this First Amendment, together with the provisions of the off-license Interlocal Agreement, will substantially improve conditions for native salmonids in the Pend Oreille basin of interest to the Parties.

TERMS OF AGREEMENT RELATING TO FIRST AMENDMENT

The Parties hereby agree as follows:

3. General Provisions

3.1 Effective Date of First Amendment

This First Amendment shall become effective upon its execution by all Parties.

3.2 Offer of Settlement

Within 15 days of the Effective Date, SCL shall, on behalf of the Parties, file an Offer of Settlement with FERC pursuant to Rule 602 of FERC's Rules of Practice and Procedure, 18 C.F.R. § 385.602. This filing shall consist of an executed copy of this First Amendment, including the First Amendment Exhibits and Attachments, and a Joint Explanatory Statement. The Joint Explanatory Statement shall request that FERC: (a) approve the Offer of Settlement; and (b) issue an order amending the License for the Boundary Project that incorporates—without modification—the Revised Proposed License Articles set forth in First Amendment Exhibit 1.

3.3 Effectiveness of Settlement Agreement

All provisions of the Settlement Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

4. Scope of First Amendment

4.1 Purpose

The Parties have entered into this First Amendment for the purpose of addressing information and circumstances that arose since the Settlement Agreement became effective and FERC issued the License. This First Amendment also resolves among the Parties issues that have or could have been raised by the Parties in connection with SCL's application to amend the provisions of the License that are the subject of this First Amendment. Pursuant to the Parties' obligations and authorities under the Federal Power Act ("FPA") and subject to the reservations of authorities included in the Settlement Agreement, the Settlement Agreement, as amended by this First Amendment (including Attachment 1), establishes SCL's obligations for the protection, mitigation and enhancement ("PM&E") of resources affected by the Project. Additional SCL commitments are set forth in the off-license Interlocal Agreement that is included as Attachment 1 to this First Amendment. Each Party intends that the Settlement Agreement, as amended by this First Amendment (including Attachment 1) is consistent with and satisfies its currently applicable statutory and regulatory rights and responsibilities under the FPA and other applicable law. Each Party intends further that the Settlement Agreement, as amended by this First Amendment (including Attachment 1), sufficiently addresses Project effects or satisfies the FPA and other applicable law with respect to the Project. The Parties agree that this First Amendment (including Attachment 1) is fair and reasonable, and consistent with the standards under the FPA. The Parties further agree that the Settlement Agreement, as amended by this First Amendment (including Attachment 1), provides sufficient PM&E measures for FERC to find a balance of beneficial uses and that the settlement is in the public interest as required under Section 10 of the FPA.

4.2 Unmodified Provisions of the Settlement Agreement

This First Amendment makes no revisions to the following sections of the Settlement Agreement that shall remain in full effect.

- Sections 1 through 3
- Section 5
- Sections 6.1 and 6.2.1
- Sections 6.2.3 and 6.3
- Sections 7.1.1 through 7.1.3
- Section 7.2.2.2
- Sections 7.3.2, 7.3.4, and 7.3.5
- Sections 7.4 through 7.15.4
- Sections 8.1 through 8.3.5
- Section 9
- Section 10
- Section 11
- Section 12

4.3 Modified Provisions of the Settlement Agreement

The following provisions of the Settlement Agreement are modified by this First Amendment:

- Section 4
- Section 6.2.2
- Sections 7.2, 7.2.1, 7.2.2, 7.2.2.1, 7.2.2.3, and 7.2.3
- Sections 7.3.1, 7.3.3, and 7.3.6
- Adding new Section 7.16
- Adding new Section 8.4

An illustration of the modifications to the Settlement Agreement by this First Amendment is provided as Attachment 2 for reference purposes only. The modifications to the Settlement Agreement are as follows:

Section 4 of the Settlement Agreement is revised to add the following definitions:

"First Amendment" means the First Amendment to the Boundary Hydroelectric Project Relicensing Settlement Agreement, entered into on _____, 2026, and its Exhibits and Attachments.

"License Amendment Proceeding" means the proceeding and all related proceedings before FERC to approve the Offer of Settlement associated with the First Amendment and to issue an order amending the license for the Boundary Project that incorporates, without modification, the Revised Proposed License Articles set forth in First Amendment Exhibit 1.

"Revised Proposed License Articles" means the provisions set forth in First Amendment Exhibit 1 that the Parties will request that FERC include, without modification, in the license for the Boundary Project, replacing certain Proposed License Articles already included in the license.

Section 4 of the Settlement Agreement is revised so that the definition of "Settlement Agreement" reads as follows:

"Settlement Agreement" or "Agreement" means the entirety of this Settlement Agreement document and its Settlement Exhibits, Appendices and Attachments 1 and 2 (the Mill Pond Interlocal Agreement and the Cold Water Release MOA), as amended by the First Amendment. Settlement Attachments 1 and 2 and First Amendment Attachment 1 are included for FERC's informational purposes.

Section 6 of the Settlement Agreement is revised to read as follows:

6.2.2 Each Party reserves any authority it may have pursuant to the FPA in the event that: (a) the First Amendment is not filed with FERC; (b) the Party withdraws from this Agreement pursuant to the procedures set forth in Section 10.1; or (c) the Settlement Agreement is terminated pursuant to Section 10.3. Any other Party reserves the right to contest the existence and/or exercise of any such authority.

Section 7 of the Settlement Agreement is revised to read as follows:

7.2 Support Adoption of License Terms and Conditions

In the License Amendment Proceeding and all related proceedings in which they participate, all Parties shall support, as appropriate, incorporation of the Revised Proposed License Articles into the amended license issued by FERC.

7.2.1 Recommendations under Sections 10(a) and 10(j) and Comments Filed in the Context of the License Amendment Proceeding

Recommendations under FPA Sections 10(a) and 10(j) shall not contain or recommend a Material Modification. Any comments or responses to comments filed in the context of the License Amendment Proceeding shall not request a Material Modification.

7.2.2 Mandatory Terms and Conditions that Contain Material Modifications

7.2.2.1 If any of the Mandatory Terms and Conditions contain a Material Modification of this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the Mandatory Terms and Conditions unless a Party provides Notice to the other Parties that it objects and initiates dispute resolution under Section 9 of the Settlement Agreement within 30 days after the term or condition is filed with FERC. Dispute resolution will consider modifications to the Settlement Agreement or amendment of the Mandatory Term or Condition. If the USFS submits Section 4(e) conditions to FERC that are in all material respects consistent with the revised amended preliminary Section 4(e) conditions, attached to the First Amendment as First Amendment Exhibit 2, the Parties agree that those Section 4(e) conditions will not be considered to contain a Material Modification. If the DOI submits Section 18 prescriptions to FERC that are in the form of First Amendment Exhibit 3, Proposed License Article 9 (B) (Upstream Fish Passage) and Revised Proposed License Article 9 (C) (Reduction of Project Related Entrainment Mortality) (contained in First Amendment Exhibit 1) or that generally reserve DOI's authorities consistent with the definition of Material Modification above, the Parties agree that those final Section 18 prescriptions will not be considered to contain a Material Modification.

7.2.2.3 Except as provided in Section 7.5.2 or if this settlement is terminated pursuant to Section 10 of the Settlement Agreement, if any of the final Mandatory Terms and Conditions contain a Material Modification after a final and non-appealable administrative or judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

7.2.3 Proceedings under the Energy Policy Act of 2005

Regarding any of the Mandatory Terms and Conditions filed with FERC in the License Amendment Proceeding that do not contain a Material Modification of this Settlement Agreement, each Party waives any right it may have to request an agency trial-type hearing on issues of material fact under Sections 4(e) and 18 of the FPA and to propose alternatives under Section 33 of the FPA. Under the foregoing circumstances, the Parties shall not support any trial-type hearing requested by any non-Party and will support USFS and DOI, as appropriate, if a trial-type hearing is requested by any non-Party. If a non-Party requests a trial-type hearing, the Parties may intervene to support the Mandatory Terms and Conditions, and USFS and DOI shall use good faith efforts to defend its challenged Mandatory Terms and Conditions.

Notwithstanding the above, regarding any of the Mandatory Terms and Conditions filed with FERC in the License Amendment Proceeding that do contain a Material Modification of this Settlement Agreement, each Party reserves any rights to challenge the Mandatory Terms and Conditions or request an agency trial-type hearing on issues of material fact under Sections 4(e) and 18 of the FPA and to propose alternatives under Section 33 of the FPA.

7.3 ESA Consultation

7.3.1 Notwithstanding Section 5.1 hereof, the Parties recognize that FERC will consult and may confer with USFWS pursuant to Section 7 of the ESA on issuance of an amended license. USFWS anticipates that this Settlement Agreement, including the measures in First Amendment Exhibit 3, will be adequate to: (a) avoid a jeopardy finding for species presently listed as threatened or endangered; (b) avoid a finding of destruction or adverse modification of designated or proposed critical habitat for species presently listed as threatened or endangered; and (c) minimize incidental take of species presently listed as threatened or endangered. USFWS shall use reasonable efforts to exercise its authority under the ESA in a manner that allows this Agreement to be fulfilled. By signing the First Amendment, however, USFWS is not making a pre-decisional determination of the outcome of any consultation and expressly reserves the right to take such future actions as may be necessary to meet its obligations under the ESA.

7.3.3 Nothing in this Settlement Agreement limits or waives the authority of USFWS to take whatever action it deems necessary if FERC modifies the Revised Proposed License Articles in a manner causing effects to listed species or critical habitat not previously analyzed, or fails to adopt as License conditions the terms and conditions in the Incidental Take Statements.

7.3.6 Unless this Settlement Agreement is terminated pursuant to Section 10 herein, if any BiOp would require a Material Modification of this Settlement Agreement after a final and non-appealable administrative or judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

Section 7 of the Settlement Agreement is revised to add the following provision:

7.16 Second Species Fund and Production of Fish for Regional Benefit

SCL shall undertake to provide funding for the Second Species Fund ("SSF") and to produce fish for the benefit of the Region as set forth in the Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits ("Interlocal Agreement") included as First Amendment Attachment 1. Termination of the Interlocal Agreement per the terms of the Interlocal Agreement Section 7(b) or 7(c) may constitute grounds for termination of this Settlement Agreement or for USFWS' exercise of its reserved Section 18 authority.

Section 8 of the Settlement Agreement is revised to add the following provision:

8.4 Conflict Between Revised Proposed License Articles and Fish and Aquatics Management Plan

To the extent a conflict arises between the terms of the Revised Proposed License Articles and the Fish and Aquatics Management Plan ("FAMP"), the Revised Proposed License Articles take

precedence and the FAMP shall be interpreted in a manner that is consistent with the Revised Proposed License Articles.

5. List of First Amendment Exhibits and Attachments

5.1 First Amendment Exhibits

Exhibit 1: Revised Proposed License Articles

Articles 1 – 8: NOT REVISED

Article 9: Fish and Aquatic Resources (REVISED WHERE NOTED)

9 (A) Mainstem Fish Community and Aquatic Habitat Measures (REVISED)
9 (B) Upstream Fish Passage
9 (C) Reduction of Project Related Entrainment Mortality (REVISED)
9 (D) Tributary Non-native Trout Suppression and Eradication
9 (E) Tributary Fish Community and Aquatic Habitat Measures (REVISED)
9 (F) Mill Pond Dam Site Monitoring and Maintenance
9 (G) Native Salmonid Conservation Program (REVISED)
9 (H) Recreational Fish Stocking Program
9 (I) Fund for Habitat Improvements in Tributaries to Sullivan Lake

Article 10: NOT REVISED

Exhibit 2: USFS draft Section 4(e) Terms & Conditions (REVISED)

Exhibit 3: USFWS draft Fishway Prescriptions (REVISED)

5.2 Attachments

Attachment 1: Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits

Attachment 2: Illustration of Revisions to 2010 Settlement Agreement

Attachment 3: Illustration of Revisions to Exhibit E of 2013 License Order, Proposed License Articles

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the date last signed below.

SEATTLE CITY LIGHT

Date_____

By_____
NAME_____
TITLE_____

U.S. FOREST SERVICE

Date_____

By_____
NAME_____
TITLE_____

U.S. FISH AND WILDLIFE SERVICE

Date_____

By_____
NAME_____
TITLE_____

BUREAU OF INDIAN AFFAIRS

Date_____

By_____
NAME_____
TITLE_____

NATIONAL PARK SERVICE

Date_____

By_____
NAME_____
TITLE_____

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Date_____

By_____
NAME_____
TITLE_____

WASHINGTON DEPARTMENT OF ECOLOGY

Date_____

By_____
NAME_____
TITLE_____

PEND OREILLE PUBLIC UTILITY DISTRICT

Date_____

By_____
NAME_____
TITLE_____

KALISPEL TRIBE

Date_____

By_____
NAME_____
TITLE_____

SELKIRK CONSERVATION ALLIANCE

Date_____

By_____
NAME_____
TITLE_____

AMERICAN WHITEWATER

Date_____

By_____
NAME_____
TITLE_____

**Exhibit 1 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT
FERC PROJECT NO. 2144**

Revised Proposed License Articles
Seattle City Light

March 2010; Revised [●], 2026

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- **9(B) Upstream Fish Passage**
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- **9(E) Tributary Fish Community and Aquatic Habitat Measures (Revised)**
- **9(F) Mill Pond Dam Site Monitoring and Maintenance**
- **9(G) Native Salmonid Conservation Program (Revised)**
- **9(H) Recreational Fish Stocking Program**
- **9(I) Fund for Habitat Improvements in Tributaries to Sullivan Lake**

Article 10: Escalation

Article 1. ***Operations*.**

(a) From Memorial Day weekend (starting Friday evening) through Labor Day weekend (ending on Monday evening), licensee will maintain forebay water surface elevations at or above 1,984 feet NAVD 88 from 6:00 am through 8:00 pm, to facilitate recreational access and use. From 8:00 pm through 6:00 am licensee will maintain forebay water surface elevations at or above 1,982 feet NAVD 88. The licensee must comply with these elevations except under the following conditions or events: equipment failures; unanticipated events during maintenance activities, which require extended scheduled repair and maintenance outages; electrical and mechanical device limitations; safety inspections; testing; natural disasters (e.g. lightning); load and reserve support as required by the Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) to maintain Project and regional energy stability and reliability; capacity and energy emergencies; and any event that triggers the Project Emergency Action Plan (EAP). Licensee shall notify the Commission and the Parties following any such conditions. In addition, to monitor compliance with the pool elevation requirements, licensee will provide an annual report to the Commission and Parties identifying any excursion from pool elevation requirements including the cause and corrective measure, if applicable.

(b) To reduce total dissolved gas (TDG) under normal, non-spill operations, licensee will operate Units 55 and 56 above 125 MW and sequence their startup and shutdown so that they are the last units to be brought on line and the first units to be shut down. During the new license term, licensee will upgrade generating equipment at the Boundary power plant consistent with the schedule set forth in Exhibit A included in the Boundary License Application Addendums. Upon completion of any turbine upgrades, licensee shall evaluate the need for the unit sequencing set forth in this paragraph in consultation with the Boundary Relicensing Settlement Parties, and based upon such evaluation may propose revisions to, or elimination of, unit sequencing requirements through a license amendment application.

Article 2. *Boundary Resource Coordinating Committee and Work Groups*

This Article shall be implemented pursuant to Section 8 of the Settlement Agreement. Within 90 days after issuance of the New License, the licensee shall convene the Boundary Resource Coordinating Committee (BRCC). Within 180 days after issuance of the New License, the licensee shall convene the following Work Groups:

- Fish and Aquatics Work Group
- Terrestrial Resources Work Group
- Recreation Resources Work Group
- Water Quality Work Group (and Total Dissolved Gas Subgroup)
- Cultural Resources Work Group

The licensee shall bear all meeting room rental, materials, and similar costs associated with conducting BRCC and Work Group meetings.

The licensee shall arrange, administer, and chair all BRCC and Work Group meetings. The licensee shall consult with the Work Groups on all aspects of the Settlement Agreement, New License, and Management Plans (collectively referred to as "Project Documents"). The licensee shall convene the Work Groups as needed to meet the consultation requirements of the Project Documents, but at least annually for the license term and any annual licenses.

"Consultation" as used in this Article and in the Project Documents means that the licensee shall obtain the views of and attempt to reach consensus among the specific Parties, specific Work Groups, and the BRCC whenever consultation is required in the Project Documents. Consultation shall not mean consultation under section 7 of the Endangered Species Act or other state and federal laws requiring consultation unless specifically provided.

Article 3. ***Terrestrial Resources*.**

(a) The licensee shall implement the Terrestrial Resources Management Plan (TRMP) to implement terrestrial resource protection, mitigation, and enhancement (PM&E) measures. Licensee shall implement TRMP in consultation with the Terrestrial Resources Work Group (TRWG).

(b) The TRMP shall be the principal instrument for management of, implementation, monitoring and adaptation of PM&E measures for terrestrial resources affected by or related to the project. The licensee shall achieve the goals and objectives described in the TRMP through implementation of the following programs:

(i) Erosion program

(ii) Habitat protection and enhancement program

(iii) Integrated weed management program

(iv) Rare, threatened or endangered plant species program

(v) Wildlife program

(vi) Shoreline management program

(c) The licensee shall manage any Project Habitat Lands acquired pursuant to Article 4 (Land Acquisition) as set forth in section (d) of that Article.

(d) The annual TRMP report shall:

(i) Document the implementation of PM&E measures as scheduled in the TRMP

(ii) Describe the current year's and Out Year proposals for implementing scheduled management actions pursuant to the TRMP

(iii) Document consultation activities related to the TRMP

(iv) Document the results of monitoring of completed actions (to the extent monitoring is required for any particular action) to ensure proper implementation and effectiveness

(e) The licensee shall, in consultation with the TRWG, develop those monitoring protocols and data forms identified in the TRMP and file them with the Commission for approval within 180 days of license issuance. The licensee shall include documentation of consultation, copies of comments and recommendations on the protocols after they have

been prepared and provided to the TRWG and specific descriptions of how the TRWG's comments are accommodated by the protocols.

(f) The licensee, as part of the TRMP, shall develop and implement an adaptive management process to monitor implementation and effectiveness of terrestrial resource PM&E measures, and adapt implementation measures as needed to meet resource specific goals and objectives. The licensee, in consultation with the TRWG, shall develop adaptive management proposals, including protocols and schedules. The TRMP shall be reviewed, and as necessary amended, every five years during the license term in consultation with the TRWG as part of the adaptive management process. TRMP amendments shall be filed with the Commission for approval. Upon Commission approval, the licensee shall implement the amended plan.

(g) The licensee shall include with the TRMP amendments stipulated in section (f) above, documentation of consultation, copies of comments and recommendations on the plan amendments after they have been prepared and provided to the TRWG and specific descriptions of how the TRWG's comments are accommodated by the plan amendments.

(h) Licensee shall prepare any proposed amendments to the TRMP in consultation with the TRWG and subject to approval by the United States Forest Service prior to filing with the Commission. Licensee shall file any proposed amendments to the TRMP with the Commission for approval prior to implementation.

(i) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 4. ***Land Acquisition.***

(a) The licensee shall acquire additional Project Habitat Lands within five years of license issuance and shall promptly bring the acquired lands into the Project boundary. The licensee, in consultation with the Terrestrial Resources Work Group (TRWG), shall prioritize and select parcel(s) for acquisition using the habitat criteria described below to attain the stated targets. The licensee shall notify the Commission of the location and acreage of land acquired and submit updated License Exhibit G maps within 90 days of acquisition.

(b) The Project Habitat Lands acquired by licensee, pursuant to this Article, shall achieve the targets of approximately 158 acres of riparian and upland habitat and approximately 13,022 lineal feet of varying habitats immediately adjacent to water features. Licensee shall acquire Project Habitat Lands between the near ridgelines east and west of the Project and identified as the secondary study area in the Revised Study Plan for Rare, Threatened and Endangered Wildlife Species (Study No. 18) (SCL 2007). The eastern boundary roughly aligns with Boundary Ridge, Crowell Mountain, and Sand Creek Mountain and the ridge between Boundary Reservoir and Sullivan Lake. On the west side, the boundary follows a line connecting Frisco, Abercrombie, Litton and Baldy mountains. Water features include perennial flat-water bodies, streams, wetlands or seeps. Targets may be accomplished and applied by the licensee to the same parcel of land, provided that the parcel meets the described habitat criteria. An example of applying the targets to the same parcel includes a parcel that contains both riparian and upland habitat, as well as a perennial water feature. Acres and lineal feet would be calculated for the riparian and upland habitat, and for the perennial water feature, respectively.

(c) The licensee, in consultation with the TRWG, shall apply the following habitat objectives to identify and prioritize property acquisitions:

(i) Acquire property with high habitat diversity located immediately adjacent to or containing perennial water and secure from disturbance via open roads or towns, and/or a natural community that is relatively scarce or dwindling in the watershed, which has unique landscape or habitat elements or rare species occurrences. For purposes of this Article, "high habitat diversity" means three or more habitat types (e.g., riparian, wetland, upland, meadow)

(ii) Acquire large block(s) of habitat rather than small, scattered parcels (to manage for species with large home ranges and to provide for diverse landscapes) that are contiguous with other protected parcels of land (i.e., Bureau of Land Management, United States Department of Agriculture, United States Forest Service ownership), form a strong corridor link or are connected by a viable corridor to protected land

(iii) Acquire property with habitats that benefit any of the following wildlife species groups (especially where use of a parcel by these species groups is documented):

1. Threatened, endangered, candidate and special status species
2. Big game
3. Waterfowl
4. Upland game birds (i.e., forest grouse and turkey)
5. Amphibians
6. Aquatic furbearers
7. Neotropical migrant birds

(d) Within one year of acquisition of the additional Project Habitat Lands, the licensee shall, in consultation with the TRWG, develop parcel specific habitat objectives and implementation tasks for the long-term management of these lands consistent with Terrestrial Resources Management Plan (TRMP) goals. Management plans for acquired parcels shall be incorporated into the TRMP which shall be filed with the Commission.

Article 5. ***Recreation Resources*.**

(a) The licensee shall implement the RRMP to enhance recreation resources at the Boundary Project in consultation with a RRWG.

(b) The RRMP is an implementation plan that the licensee will use to monitor, design, construct, fund, operate and maintain existing and proposed public recreation facilities and programs at the Project. The RRMP includes the following programs:

(i) Recreation Facility Capital Improvements Program

(ii) Recreation Facility Operations and Maintenance Program

(iii) Shoreline Dispersed Recreation Management Program

(iv) Recreation Monitoring Program

(v) Multi-Resource Interpretation and Education Program

(c) The licensee's RRMP implementation responsibilities include the following:

(i) Funding and implementing all aspects of the RRMP

(ii) Coordinating all aspects of the RRMP with the RRWG and other interested parties, as needed

(iii) Consulting with the RRWG and other interested parties when necessary and as directed by license and the RRMP

(iv) Preparing an annual Recreation Action and Work Plan in consultation with the RRWG, distributing it for review to the RRWG and other interested parties as requested, and submitting it to the Commission

(v) Periodically amending the RRMP, if needed, in consultation with the RRWG, distributing the amended RRMP to the RRWG and other interested parties for review, and submitting it to Commission

(d) The annual RRMP report shall:

(i) Identify the measures implemented as scheduled in the RRMP

(ii) Identify current year and Out Year proposals for implementing scheduled recreation management actions

(iii) Reconcile and document differences between each year's proposals and any replacement or additional measures agreed upon by the licensee and the affected agencies

(iv) Document consultation related to the RRMP

(v) Document the results of monitoring of completed actions (to the extent monitoring is necessary for any particular action) to ensure proper implementation and effectiveness

(e) Licensee shall prepare any proposed amendments to the RRMP in consultation with the RRWG and subject to approval by the United States Forest Service prior to filing with the Commission. Licensee shall file any proposed amendments to the RRMP with the Commission for approval prior to implementation.

(f) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the plan amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 6. ***Well Decommissioning*.**

The licensee shall implement the Monitoring Well and Road Decommissioning Plan contained in Exhibit 4 to the Boundary Hydroelectric Project Relicensing Settlement Agreement.

Article 7. ***Programmatic Agreement.***

(a) The licensee shall implement the "Programmatic Agreement Among the Federal Energy Regulatory Commission and the Washington State Historic Preservation Officer for Managing Historic Properties that may be Affected by a License Issuing to Seattle City Light for the Continued Operation of the Boundary Hydroelectric Project in Pend Oreille County, Washington (FERC No. 2144)," executed on _____, 20__, including but not limited to the Historic Properties Management Plan (HPMP) for the Project. In the event that the Programmatic Agreement is terminated, the licensee shall continue to implement the provisions of its approved HPMP. The Commission reserves the authority to require changes to the HPMP at any time during the term of the license.

Article 8. ***Water Quality Plans*.**

(a) The licensee shall implement the following water quality plans, all of which have been approved by the Washington Department of Ecology (Ecology) and by the Commission (Water Quality Plans) and are contained in Exhibits 6-10 to the Boundary Hydroelectric Project Relicensing Settlement Agreement:

(i) Aquatic Invasive Species Control and Prevention Plan

(ii) Dissolved Oxygen Attainment Plan

(iii) Fish Tissue Sampling Plan

(iv) Temperature Attainment Plan

(v) Total Dissolved Gas Attainment Plan

(b) Any amendments to the Water Quality Plans shall be in consultation with the Water Quality Work Group (WQWG) and subject to the approval of Ecology before filing with the Commission.

(c) The Commission reserves the right to require changes to the amended plan. Implementation of the amended plan by the licensee shall not begin until it is approved by the Commission. Upon Commission approval, the amended plan becomes a requirement of the license, and the licensee shall implement the amended plan, including any changes required by the Commission.

Article 9. *Fish and Aquatic Resources*.

The licensee shall implement the Fish and Aquatics Management Plan (FAMP) to implement fish and aquatic resource protection, mitigation, and enhancement (PM&E) measures.

(a) The FAMP shall be the principal guiding document for the planning, implementation, monitoring, adaptive management and reporting of PM&E measures for fish and aquatic resources affected by or related to the Project. The FAMP includes specific goals for fish and aquatic resources, as well as clearly defined objectives for achieving the goals.

(b) The following license articles govern the resource management programs as described in the FAMP:

(i) 9 (A) Mainstem Fish Community and Aquatic Habitat Measures (REVISED)

(ii) 9 (B) Upstream Fish Passage

(iii) 9 (C) Reduction of Project Related Entrainment Mortality (REVISED)

(iv) 9 (D) Tributary Non-native Trout Suppression and Eradication

(v) 9 (E) Tributary Fish Community and Aquatic Habitat Measures (REVISED)

(vi) 9 (F) Mill Pond Dam Site Monitoring and Maintenance

(vii) 9 (G) Native Salmonid Conservation Program (REVISED)

(viii) 9 (H) Recreational Fish Stocking Program

(ix) 9 (I) Fund for Habitat Improvements in Tributaries to Sullivan Lake

(c) The licensee shall, in consultation with the Fish and Aquatics Work Group (FAWG), develop and implement an adaptive management process including protocols and schedules to monitor implementation and effectiveness of measures identified in the FAMP, and adapt implementation measures as needed to meet resource specific goals and objectives.

(d) The licensee shall prepare a FAMP annual report and file it with the Commission pursuant to Article 2 and the FAMP. The report shall include subsections for each PM&E measure, with content dependent on the specific reporting requirement for the PM&E measure, and the activities that occurred during the year.

(e) The licensee shall prepare any proposed amendments to the FAMP in consultation with the FAWG and subject to approval by the United States Forest Service, Department of Interior and Washington Department of Ecology prior to filing with the Commission. The licensee shall file any proposed amendments to the FAMP with the Commission for approval prior to implementation.

(f) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the plan amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 9 (A). ***Mainstem Fish Community and Aquatic Habitat Measures (REVISED).***

The licensee shall implement the Fish and Aquatics Management Plan (FAMP), Section 5.1, to: (1) modify trapping pools in the area known as the Cobble Sisters to reduce the risk of fish being trapped in the pools during periods of declining flow and reservoir water surface elevations, (2) enhance Sullivan Creek tributary delta habitat by providing additional cover, in the form of large woody debris (LWD) jams, for salmonids occupying coldwater refugia, and (3) conduct fish community surveys and evaluate predation on outmigrating native salmonids at select tributary deltas.

(a) *This section has been deleted.*

(b) Channel Modifications of Mainstem Trapping Pools at Project RM 30.3

(i) The licensee shall implement site modifications at the Cobble Sisters within five years of license issuance.

(ii) The licensee shall excavate a channel to connect mainstem flow to three isolated pools at a large cobble bar near PRM 30.3 to reduce the risk of fish becoming trapped during declining water surface elevations. Spoils from excavation will be used to fill a fourth pool near the channel margin.

(iii) The licensee shall conduct compliance monitoring at the Cobble Sisters within one year following implementation of the measure. Compliance monitoring will include documentation collected during implementation, such as survey data and photographs of the site before and after excavation.

(iv) Licensee shall repeat physical measurements to evaluate whether the site modifications continue to function as designed every ten years following construction and following one in 25 year high flow events. During the year following each physical monitoring effort, the FAWG will determine if remediation measures are needed to ensure that site modifications continue to satisfy design specifications. The licensee will implement the required measures to satisfy design objectives.

(v) The reporting and implementation schedule for channel excavation at the Cobble Sisters is summarized below.

PM&E Measure Activity	**Schedule**
Implementation Planning	Within three years of license issuance
Implementation	Within five years of license issuance
Compliance Report	Within six years of license issuance
Physical Monitoring	Every ten years following construction, and following flows exceeding a 25-year recurrence interval
Monitoring Report	Within one year of physical monitoring

(c) Mainstem Large Woody Debris at Tributary Deltas

(i) The licensee shall place two LWD jams at the Sullivan Creek delta.

(ii) Licensee shall place and maintain LWD jams in the thalweg in the upper delta regions of the Sullivan Creek delta to minimize use by non-salmonids. The specific location and design of the LWD jams will be determined during implementation planning by the licensee in consultation with and subject to approval by the FAWG.

(iii) The licensee shall conduct implementation planning with final design specifications to be approved by the FAWG. Implementation planning will identify:

1. Specific locations for LWD jams at the Sullivan Creek delta

2. LWD jam design specifications for each location

3. Specific monitoring protocols

(iv) Licensee shall complete construction of the LWD jams within ten years following license issuance. The schedule for initial construction of the Sullivan Creek delta log jams may depend on upstream Mill Pond Dam removal activities.

(v) If permitting, landowner permission or other issues prevent implementation within ten years following license issuance, the licensee will determine, with approval from the FAWG, alternate locations for installing LWD jams, or will identify and implement alternative measures to provide additional cover in the Sullivan Creek delta with a commensurate schedule and level of effort.

(vi) Licensee will implement compliance and effectiveness monitoring for each LWD jam. The licensee shall conduct compliance monitoring and will provide documentation to the FAWG and the Commission that the measure has been implemented as specified. Effectiveness monitoring will evaluate the need for LWD jam repair or replenishment.

(vii) Licensee will issue a compliance report, including documentation collected during construction, repair, or replenishment within one year following implementation or repair of a LWD jam.

(viii) Licensee will conduct physical effectiveness monitoring during the ninth year following the construction of a structure and at ten-year intervals thereafter. In addition, licensee will conduct physical effectiveness monitoring to determine continued compliance with design specifications following major flood events (25-year event). The results of the effectiveness monitoring will be used to support adaptive management and adjustments to the PM&E measure during repair or log replenishment of a structure.

(ix) Licensee will repair or replenish the LWD jams within one year following physical effectiveness monitoring.

(x) Licensee will conduct three consecutive years of biological effectiveness monitoring within the first ten years following construction. Biological effectiveness monitoring will also be conducted concurrent with physical effectiveness monitoring through the term of the license.

The reporting and implementation schedule for mainstem LWD at the Sullivan Creek delta is summarized below.

PM&E Measure Activity	**Schedule**
Implementation	At the direction of the FAWG, may be completed after the tenth year following license issuance depending on the influence of Mill Pond Dam removal
Compliance Reporting	Within one year following construction, repair or replenishment of LWD structures
Physical Effectiveness Monitoring	In the ninth year following implementation, and every tenth year thereafter; and after flows exceeding a 25-year recurrence interval
Biological Effectiveness Monitoring	Three consecutive years between initial construction and first scheduled repair/replenishment, and then concurrent with physical effectiveness monitoring
Monitoring Report	Within one year following physical or biological effectiveness monitoring

(d) Boundary Reservoir Fish Community Monitoring and Evaluation of Salmonid Predation at Select Tributary Deltas

(i) The licensee shall conduct fish community surveys to monitor changes in fish population abundance and size structure of focal species over time. Focal species will be westslope cutthroat trout, bull trout, mountain whitefish, smallmouth bass,

northern pikeminnow and northern pike and may include other species as identified by the FAWG. The study design and final implementation schedule will be developed in consultation with and subject to approval by the FAWG.

(ii) The licensee shall conduct a fish community monitoring study in the fifth year following license issuance and at five-year intervals thereafter, unless otherwise directed by the FAWG. Planning for the fish community monitoring study component shall be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for fish community monitoring is summarized below.

PM&E Measure Activity	**Schedule**
Fish Community Study Plan	Within four years of license issuance and every fifth year thereafter
Conduct Fisheries Survey	In the fifth year following license issuance and every fifth year thereafter
Survey Completion Report	In the sixth year following license issuance and every fifth year thereafter

(iii) The licensee shall conduct the predation study to quantify the proportion of outmigrating native salmonids from select tributaries that are being consumed by predatory fish within the selected tributary deltas and determine consumption rates of select predators. The licensee shall develop the study design and final implementation schedule in consultation with and subject to approval by the FAWG.

(iv) If the results of the predation investigation identify that a significant proportion of native salmonids are consumed by predators at tributary deltas, licensee could implement potential non-operational measures including predator control to improve native salmonid survival. An adaptive approach to the tributary delta predation investigations will continue under the direction of the FAWG (FAMP Mainstem Measures section 5.1.4).

(v) The licensee shall conduct a tributary delta predation study in the fourth year and 15th year following license issuance, unless otherwise directed by the FAWG. A study plan will be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for the predation study is summarized below.

PM&E Measure Activity	**Schedule**

Tributary Delta Predation Planning	By end of calendar year prior to conducting delta predation study
Conduct Tributary Delta Predation Study	In the fourth and 15th years following license issuance
Tributary Delta Predation Study Report	Within one year following tributary delta predation field surveys

Article 9 (B). ***Upstream Fish Passage.***

(a) The licensee shall install, operate, maintain and monitor a single upstream trap and haul fishway facility (upstream fishway or fishway) in the Boundary Project tailrace as described in Section 5.2 of the Fish and Aquatics Management Plan. The purpose of this fishway is to provide safe, timely and effective passage for bull trout, cutthroat trout, and mountain whitefish (target fish species) in the Project area for the license term and any subsequent annual licenses.

(b) The licensee shall work collaboratively with the Fish and Aquatics Work Group (FAWG) and the approving agencies in all aspects of the fishway development and implementation processes. All FAWG decisions regarding fishway development and implementation are subject to the approval of the Department of the Interior (DOI), United States Forest Service (USFS), and the Washington Department of Ecology (Ecology).

(c) General provisions

(i) The licensee shall design and construct this upstream fishway using the best available scientific information, including but not limited to the NMFS 2008 Anadromous Salmonid Passage Facility Design Manual (Design Manual), taking into account the site specific conditions at the Project, biological information specific to the target species and other relevant information. The fishway shall be operated consistent with fisheries management goals and objectives for target species in the Pend Oreille River basin. In no case shall attraction flows exceed 1,650 cfs (3% of maximum generation discharge). The licensee must demonstrate that any departures from the Design Manual will be effective at providing safe, timely and effective passage for target species. The final design is subject to the approval of DOI, USFS and Ecology.

(ii) The licensee shall undertake a research and development phase of up to 12 years to evaluate the fishway entrance design, entrance location and attraction flow volumes that will achieve the purposes of the facility. Within 12 years following license issuance (two planning years, eight research years and two design years), the licensee shall file with the Commission for approval, a plan to install, operate and maintain an upstream trap and haul fishway. The licensee shall complete construction of the upstream fishway within two years of receiving the Commission's approval and shall monitor fishway operations for the license term and any annual licenses issued for the Project.

(iii) The licensee shall ensure that the fishway includes a fixed entrance(s) and a release location(s) at least one mile upstream of the Boundary Dam. The release location(s) shall be determined by the FAWG. Provided the fishway is constructed according to a design that has been approved by DOI, USFS, and Ecology, and is operated consistent with an approved installation, operation and maintenance plan, and subject only to such minor modifications as are described

in section (g) below, the fishway will satisfy all applicable upstream fish passage requirements.

(d) Fishway development plan

(i) Within two years of license issuance, the licensee shall file with the Commission a Fishway Development Plan (FDP) for collecting site-specific biological and engineering information required to site, design and install the upstream trap and haul fishway. The licensee shall implement the FDP for up to eight years. The FDP shall include methods for identifying the following, among other things:

1. Site-specific hydraulic conditions in the tailrace of Boundary Dam, under all operating scenarios

2. Proper location of the upstream fishway and entrance(s) given site specific considerations of the Boundary Dam spillway, sluiceway, powerhouse and tailrace area

3. Information on swimming performance, behavior, and migratory pattern of target fish species downstream of the dam sufficient to determine the appropriate location of the fishway entrance(s) under all operating scenarios and related environmental cues, including but not limited to temperature, total dissolved gas, water velocity and lighting; fishway attraction effectiveness shall be evaluated using target species from upstream sources or that demonstrate upstream migration behavior

4. Structures, devices and measures to allow adjustment of the fishway entrance(s) and auxiliary flow as necessary to effectively attract target fish species into the upstream fishway including the influence of cooler attraction flow water if incorporated into the test facility

5. Structures, devices, and measures to allow adjustment of water flow, water velocity and water surface elevations within the upstream fishway as needed to effectively convey target fish species into the fish trapping device

6. Provisions for counting and evaluating fish passage through the upstream fishway

7. Provisions for transport and release of fish upstream of the dam

(ii) The licensee shall conduct studies pursuant to the FDP using the most appropriate technology available, including mark and recapture methods, as determined by the FAWG in consultation with a Technical Advisory Committee (TAC) (see section (f) below). The TAC will assist the licensee and the FAWG with the design of upstream fish passage studies and analysis of study results. Target fish

species being evaluated will represent the size distribution of migrating bull trout, cutthroat trout and mountain whitefish in the Project area.

(iii) The licensee may evaluate prototype facilities within the eight-year FDP implementation phase.

(e) Fishway design and construction plan

(i) Within 12 years following license issuance (two planning years, eight research years and two design years), the licensee shall file with the Commission for approval, a Fishway Design and Construction Plan (FDCP) to install, operate and maintain an upstream trap and haul fishway at the Boundary Dam. The licensee shall complete construction of the upstream fishway within two years of receiving the Commission's approval on the FDCP.

(ii) The licensee shall integrate the site specific and biological information developed during the FDP implementation phase in the FDCP. The FDCP shall include, but shall not be limited to: (1) functional design drawings; (2) quantification of flows needed to operate the fishway; (3) a proposed operations and maintenance plan; (4) a schedule for installing the facilities; (5) the fishway location, operational period, design flow range, trap holding pools, crowder and brail systems; (6) sorting and transport provisions; (7) sample/anesthetic/recovery tanks; and (8) structures, devices and measures to allow adjustment of auxiliary flow at the fishway entrance(s) as necessary to effectively attract target fish species into the upstream fishway.

(iii) The licensee shall develop the fishway design based upon the best available scientific information, including the Design Manual. Any departures from the Design Manual will be considered by the FAWG based on compelling evidence and in consultation with the TAC (see section (f) below). The licensee must demonstrate that any departures from the Design Manual will be effective at providing safe, timely and effective passage for target species. The final design is subject to the approval of DOI, USFS and Ecology.

(iv) Within 12 months of initial fishway operation, the licensee shall file with the Commission a Hydraulic Evaluation Report documenting compliance with all design specifications.

(f) Collaboration with the FAWG

(i) The licensee shall develop all plans and the fishway design, and shall conduct all studies in collaboration with the FAWG. The licensee shall convene a TAC consisting of fish passage design experts to assist in developing all plans and designs. The licensee shall select the fish passage design experts in consultation with and subject to approval by the FAWG. Pursuant to the Settlement

Agreement, the TAC will provide recommendations to the FAWG pertaining to the site, design and installation of the upstream fishway as well as determine whether development of a computational fluid dynamic or physical scale model of the Boundary Dam and appurtenant facilities are necessary. Decisions regarding fish passage design and evaluation are subject to the dispute resolution provision of the Settlement Agreement.

(ii) When filing designs and plans, the licensee shall include: documentation of consultation, copies of comments and recommendations, and specific descriptions of how comments and recommendations were accommodated by the licensee. If the licensee does not adopt a recommendation from the FAWG or obtain a required agency approval, the filing shall include its reasoning based on Project specific information.

(iii) The licensee shall provide fishway design drawings (including drawings for any prototype or test facilities to be evaluated) to the FAWG for review at the 30% (functional design), 50% and 90% completion stage and the licensee shall consult with the FAWG at each stage. For approval, a 100% final design shall be provided by the licensee to DOI, USFS and Ecology at least two weeks prior to filing with the Commission.

(g) Compliance, effectiveness and long-term monitoring

(i) Within 13 years following license issuance, the licensee shall file a Post Construction Evaluation Plan (PCEP) with the Commission. The PCEP shall include methods for documenting fish passage efficiency, passage time, mortality, injury and fallback rates under a representative range of operating scenarios and environmental conditions. The licensee shall begin implementing the PCEP no later than one year following completion of the Hydraulic Evaluation Report and shall continue until safe, timely and effective passage is demonstrated over a range of operating conditions within the first five years of operation. The licensee shall modify the fishway based on results of the evaluations and reevaluate fishway effectiveness within this time frame and effort, as determined necessary by the FAWG. PCEP implementation costs including evaluation, planning and study permitting shall not exceed $1,000,000 (1 million dollars).

(ii) The following limitations shall apply:

1. The need for any modifications shall be determined by the FAWG within five years of completing the Hydraulic Evaluation Report and shall be based on information collected from the PCEP.

2. For any fishway constructed pursuant to Design Manual criteria (e.g., a fishway that includes attraction flow of 1,650 cfs) and approved by DOI, USFS, and Ecology, the licensee shall make minor modifications

including permitting, design and construction for increasing fishway effectiveness within an amount not to exceed 5% of facility construction costs.

3. For any fishway that includes departures from the Design Manual, the licensee shall make minor modifications including permitting, design and construction for increasing fishway effectiveness within an amount not to exceed 10% of facility construction costs.

(iii) 13 years after the PCEP evaluations and any related modifications have been completed, the FAWG will determine the need and scope for reevaluating fishway performance (including fish passage efficiency, passage time, mortality, injury and fallback rates). The licensee shall conduct all studies required by the FAWG under typical project operations. If fishway performance has decreased when compared to the initial PCEP evaluations, the licensee shall implement any corrective measures determined necessary by the FAWG to return performance to its previous level.

(iv) In addition, the licensee shall implement one year fishway performance evaluation(s) at any time during the license term if substantive changes occur in project operations, structures or tailwater bathymetry (caused, for example, by severe flow events). If performance has decreased when compared to the original PCEP evaluations, the licensee shall implement any corrective measures determined necessary by the FAWG to return performance to its previous level.

(h) Reporting and schedule

(i) The licensee shall prepare annual reports summarizing information related to monitoring, operations, problems encountered, program status and results of activities during the previous 12 months. Once the fishway has been installed and is operational, annual reports will also quantify the number and condition of target fish species captured and transported and the location of their release. Annual reports will also document fishway operations including tailrace water surface elevations, tailrace flow levels, fishway attraction flows, hours of fishway operation and any maintenance or operational issues identified over the year and repairs implemented to resolve the issues.

(ii) The implementation schedule for the upstream passage program is summarized as follows:

Protection, Mitigation, and Enhancement (PM&E) Measure Activity	**Schedule**
Implementation Plan	Within two years of license issuance
Fishway Design Research	In the third through the tenth years following license issuance
Fishway Design	In the tenth through the 12th years following license issuance
Fishway Design Submittal to the Commission	Within 12 years of license issuance
Fishway Construction	Within two years of receiving the Commission's approval of fishway design
Fishway Operation	Within two years of receiving the Commission's approval of fishway design
Status Report	Annually following license issuance

Article 9 (C). ***Reduction of Project Related Entrainment Mortality (REVISED).***

(a) Within five years after execution of the 2026 First Amendment to the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("First Amendment to Settlement Agreement" or "First Amendment"), in consultation with the Fish and Aquatic Work Group (FAWG) established pursuant to Section 8.2.1 of the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("2010 Settlement Agreement or "SA"), the licensee shall develop a Baseline Condition Report.

(i) The Baseline Condition Report will, at minimum, describe the genetic structure and distribution of individuals from populations of bull trout, cutthroat trout, and mountain whitefish (collectively "Target Fish Species") within Boundary Reservoir and the watersheds that flow into it.

(ii) The Baseline Condition Report will draw on information collected from the Boundary Reservoir fish community monitoring required by the Order Issuing New License, 142 FERC ¶ 62,231 (March 20, 2013) ("2013 License Order"), 2010 Settlement Agreement, and 2010 Fish and Aquatic Management Plan (FAMP).[1] Specifically, FAMP Section 5.1.4.1.1 requires the licensee to conduct fish community surveys in Boundary Reservoir beginning in year 5 after license issuance and at five-year intervals thereafter, and FAMP Section 5.1.4.3 sets forth a requirement to complete a fish community monitoring study plan prior to conducting such surveys.

(iii) The Baseline Condition Report will also draw on information collected from the licensee's periodic mainstem sampling of the Boundary Reservoir Fish Community,[2] implementation of upstream fish passage measures (2013 License Order Appendix E, Proposed Article 9 (B)), activities associated with the tributary non-native suppression and eradication program (2013 License Order Appendix E, Proposed Article 9 (D)), and the native salmonid conservation program (2013 License Order Appendix E, Proposed Article 9 (G)), as well as ongoing efforts by others in the watershed.

(iv) In developing the Baseline Condition Report, the licensee shall document and assess fish movement and demographics based on PIT tagged individuals of Target Fish Species within select Boundary Reservoir tributaries and Boundary Reservoir. The FAWG shall determine which Boundary Reservoir tributaries to study.

[1] See Ordering Paragraph E of the 2013 License Order, Exhibit 1 of the 2010 Settlement Agreement at Proposed License Article 9 (A), and Section 5.1.4.1.1. of the FAMP.

[2] Periodic sampling was an annual activity defined by electrofishing an established list of 400-m index reaches of Boundary Reservoir during spring and fall. This periodic sampling has been a voluntary activity by the licensee since 2018 (i.e., not required by the 2013 License Order, 2010 Settlement Agreement, or the 2010 FAMP).

(v) Every 5 years after the finalization of the Baseline Condition Report, the licensee shall, in consultation with the FAWG, develop an Updated Baseline Condition Report to identify trends within the assemblage of Target Fish Species and discrete populations.

(b) At a time to be determined by the licensee, but no later than 2045, the licensee shall coordinate with the FAWG to determine whether entrainment is a causative factor in the continued depression of Target Fish Species, based on whether one of the following conditions exist:

(i) A single self-sustaining population of bull trout (defined for purposes of the First Amendment as 100 breeding adults or greater) has established within a tributary to the lower Pend Oreille River downstream of Albeni Falls Dam, or

(ii) Five percent or more of a Target Fish Species population greater than 6 inches are entrained below Boundary Dam. This percentage will not include entrained fish that were translocated, reintroduced, or planted into Boundary or Box Canyon tributaries within the same year or subsequent entrainment of an individual fish within the same year.

(c) If, at the time the licensee coordinates with the FAWG consistent with subsection (b) above, existing information is not sufficient to determine if entrainment could be a causative factor in the continued depression of Target Fish Species populations, the licensee shall develop and implement studies to determine if entrainment of Target Fish Species is occurring. Such studies, if needed, shall be performed over a period of at least two years, but no more than three years (to increase the potential of evaluating different water years and different entrainment scenarios), and shall be undertaken consistent with Section 5.3.3 of the FAMP or the latest acceptable scientific techniques and methodologies, as determined by the FAWG.

(d) By no later than 2048, if the FAWG or the Secretary of the Interior (Secretary) conclude that the conditions in subsections b and c have been established, the licensee shall initiate the development of a study to evaluate direct downstream survivability through the project and the relationship to population status as set forth in subsection b. The licensee's methodologies for this survivability study shall be developed within six months of the FAWG or Secretary concluding that the conditions in subsections b and c have been established.

(e) The licensee's methodologies for this survivability study shall be reviewed by the FAWG and approved by the Secretary, and the study shall be completed within two years of approval of the study methodology and shall include evaluation of entrainment under the operational scenarios that are most common at the facility. These common scenarios will consider combinations of powerhouse, spillway and/or sluiceway operation that reflect

operations that occur over the majority of the year. If the survivability study indicates that the combined average injury and mortality rates for a Target Fish Species through downstream passage routes (turbine and/or spillways and sluiceways) are greater than 15%, and therefore a causative factor in the continued depression of target species, the licensee shall, in consultation with the FAWG and subject to the approval of the Secretary, develop a Downstream Passage Mitigation Plan.

(f) The Downstream Passage Mitigation Plan shall identify mitigation measures to be designed, implemented, and evaluated in any subsequent FERC license, including a timeline for implementing mitigation measures within the first five years of the subsequent license. In the case of data gaps or missing information needed to inform the final design of mitigation measures, the Downstream Passage Mitigation Plan will identify the gaps and information needs and the approaches needed to fill such gaps and needs within the first five years of the subsequent license. Licensee shall develop the Downstream Passage Mitigation Plan in consultation with the FAWG and shall submit the Downstream Passage Mitigation Plan to the Secretary for approval no later than six months prior to the licensee's submission of the Pre-Application Document. The Downstream Passage Mitigation Plan will be included in any Pre-Application Document the licensee files with FERC as part of an application for a subsequent license.

(g) The Downstream Passage Mitigation Plan, which shall identify a timeline for implementation, may include, but shall not be limited to, a plan for the final design and implementation of downstream fish passage facilities. Licensee agrees not to challenge the inclusion of the Plan, or its implementation, in the next FERC license.[3]

(h) Nothing in the First Amendment shall affect or limit the authorities or rights of the Department of the Interior and U.S. Forest Service, including the reservation of rights and authorities included in Section 6 of the 2010 Settlement Agreement and Article 406 of the 2013 License Order.

[3] If Interior exercises its Federal Power Act Section 18 authority to require a new license to include the measures contained in the Downstream Passage Mitigation Plan, the licensee agrees to not seek a trial-type hearing or submit alternative prescriptions pursuant to section 241 of the Energy Policy Act of 2005, 16 U.S.C. § 811. If a new license includes the measures contained in the Downstream Passage Mitigation Plan, the licensee further agrees to not seek rehearing and/or appeal of those license provisions.

Article 9 (D). ***Tributary Non-native Trout Suppression and Eradication*.**

The licensee shall implement non-native salmonid suppression and eradication activities in portions of 23 waterbodies in the Boundary Reservoir watershed as described in Section 5.4.2 of the Fish and Aquatics Management Plan (FAMP).

(a) Within one year of license issuance, the licensee shall submit to the Commission an integrated schedule approved by the Fish and Aquatics Work Group (FAWG) for the implementation of non-native salmonid suppression and eradication activities. The schedule shall be coordinated with tributary enhancement activities and native salmonid conservation activities required by the FAMP. The integrated schedule shall prioritize activities and include milestones for completing design, consultation, regulatory review, permitting and implementation. The general schedule included in the FAMP will guide the development of the integrated schedule to be filed with the Commission.

(b) The licensee's level of effort for suppression may vary among stream reaches but shall be consistent with an average of six electrofishing efforts of one to three passes per reach every ten years from the start of implementation through the remainder of the license term.

(c) Eradication of non-native salmonids by the licensee shall be consistent with a level of effort associated with three chemical treatment applications assuming the use of antimycin, rotenone or an equivalent fish toxicant.

(d) The licensee shall annually review scheduled activities in consultation with the FAWG as necessary to consider proposed changes in the upcoming year's efforts, including consideration of alternative suppression and eradication measures. Following FAWG approval of the implementation measures, the licensee shall develop specific plans, obtain all necessary permits and complete any required environmental reviews such that the measures can be implemented pursuant to the approved schedule.

(e) The licensee shall use adaptive management strategies, in consultation with and subject to approval of the FAWG, for implementing non-native salmonid eradication and suppression measures. Adaptive management will be based on reach-specific conditions and objectives.

(f) The licensee shall document compliance in annual reports. The reports will describe activities completed during the year and identify any proposed modifications for the following year. The reporting and implementation schedule for non-native trout suppression and eradication is summarized below:

Protection, Mitigation, and Enhancement (PM&E) Measure Activity	**Schedule**
Implementation Schedule	Within one year of license issuance
Implementation Planning	One to two years in advance of the scheduled implementation year for each waterbody
Implementation in Sullivan Creek and Tributaries	Begins within one to ten years of license issuance
Implementation in Sweet Creek	Begins within 20 years of license issuance
Implementation in Slate Creek, Uncas Gulch and Flume Creek	Begins within 11 to 15 years of license issuance
Implementation in Pewee Creek, Lime Creek, Lake Lucerne and Sand Creek	Begins within 16 to 20 years of license issuance
Annual Reports	Following each year suppression or eradication efforts occur
Eradication Effectiveness Monitoring and Reporting	Within one year following treatment activities

Article 9 (E). ***Tributary Fish Community and Aquatic Habitat Measures (REVISED).***

(a) The licensee shall implement the following aquatic habitat measures, pursuant to the general provisions identified below and the detailed provisions included in the Fish and Aquatics Management Plan (FAMP), Sections 5.4.3 through 5.4.10.

(b) Specific aquatic habitat measures include the following:

(i) Within ten years of license issuance, the licensee shall complete riparian improvements and stream channel enhancement in Sullivan Creek from river mile (RM) 0.30 to RM 0.54. In consultation with the Fish and Aquatics Work Group (FAWG), the schedule for implementation of this measure may be modified dependent upon the Mill Pond Dam decommissioning schedule.

(ii) Within ten years of license issuance, the licensee shall complete stream and riparian improvements in Sullivan Creek from RM 2.3 to RM 3.0.

(iii) Within ten years of license issuance, the licensee shall complete Large Woody Debris (LWD) placement and road improvements in Sullivan Creek and selected tributaries upstream of the confluence with Outlet Creek; provided that licensee shall not be required to remove the culvert from the North Fork of Sullivan Creek.

(iv) Within 20 years of license issuance, the licensee shall complete culvert replacements (except on the North Fork of Sullivan Creek) in tributaries to Boundary Reservoir.

(v) Within 20 years of license issuance, the licensee shall complete riparian planting, culvert replacement, and channel reconstruction measures in Linton Creek from RM 0.00 to RM 0.24.

(vi) Within 20 years of license issuance, the licensee shall complete riparian and channel improvements in Sweet Creek from RM 0.0 to RM 0.6.

(vii) Within 25 years of license issuance, the licensee shall complete habitat enhancement in Tier-2 tributaries to the Boundary Reservoir.

(viii) The licensee shall complete restoration of dispersed recreation sites located in Sullivan Creek riparian areas consistent with the schedule detailed in the FAMP.

The specific scope of each measure is detailed in the FAMP.

(c) By the end of the first year following license issuance, the licensee shall submit to the Commission an integrated schedule that has been approved by the FAWG for

the implementation of these measures. The licensee shall coordinate the schedule with tributary non-native salmonid suppression and eradication activities and native salmonid conservation activities required by the FAMP. The integrated schedule shall prioritize activities and include milestones for completing design, consultation, regulatory review, permitting and implementation. The timelines included in the FAMP will guide the development of the integrated schedule to be filed with the Commission.

(i) The licensee shall develop specific plans for each measure according to the integrated schedule in paragraph (c). Each plan shall include specific goals, objectives, cost estimates, anticipated restoration techniques, maintenance requirements and monitoring plans and methods. Specific, measurable success criteria shall also be developed by the licensee in consultation with the FAWG and included for each measure. For each measure that includes a construction component, the plan will include final construction drawings. Where applicable, measures should be addressed on a programmatic basis.

(d) The licensee shall develop all plans pursuant to Article 2 and the FAMP. As part of the integrated schedule in paragraph (c), licensee shall, in consultation with and approval by the FAWG, develop a Tributary Management Plan (TMP) including a subsection for each tributary that will receive treatments. The TMP shall provide a coordinated approach for implementing tributary habitat restoration measures. The TMP will identify appropriate target fish population sizes and species to be achieved through implementation of measures in the FAMP. The licensee shall include a schedule and scope of treatments for each tributary to ensure that treatments are complementary to the population and habitat goals.

(e) Once a restoration measure has been completed, the licensee shall evaluate the measure every eight years for the license term to ensure continued compliance with success criteria specific to measures and developed in consultation with and approved by the FAWG. If a restoration measure falls below success levels as determined through eight-year effectiveness monitoring, the licensee shall, within 60-days, develop a plan for repairs to correct the deficiencies, including a schedule for proposed work and further monitoring, in consultation with the FAWG. A summary of repairs will be included in the annual report.

In addition to the eight-year effectiveness monitoring, the licensee shall annually, and following major (25 year) flood events, inspect measures as described in the FAMP.

The licensee shall include the results of all monitoring and summary of repairs in the annual reports filed with the Commission.

(f) In the event that any of the above measures cannot be implemented, alternative measures will be implemented as provided in the FAMP.

Article 9 (F). ***Mill Pond Dam Site Monitoring and Maintenance.***

(a) As provided in Section 5.5 of the Fish and Aquatics Management Plan (FAMP), the licensee shall, beginning at the point in time when the Commission determines that the Mill Pond Decommissioning Plan for Pend Oreille PUD's surrender of its license for the Sullivan Creek Project has been completed, monitor and provide maintenance where necessary, to the area covered by the Mill Pond Decommissioning Plan for ten years (with monitoring in the second, fourth, sixth and tenth years) and once every eight years thereafter to ensure:

(i) stream channel is functioning in accordance with the design criteria

(ii) vegetation is becoming established

(iii) control of non-native plant species

(b) Within one year from when the Commission determines that the Mill Pond Decommissioning Plan for Pend Oreille PUD's surrender of its license for the Sullivan Creek Project has been completed, the licensee shall develop plans and protocols for monitoring and maintenance of the Mill Pond Dam site in consultation with the Fish and Aquatics Work Group (FAWG) and subject to approval by United States Forest Service and the Washington Department of Ecology.

(c) After any major flood event in Sullivan Creek, the licensee shall evaluate the site to determine whether the stream channel continues to meet design criteria. The licensee will undertake any measures necessary to assure that the stream channel is meeting agreed to design parameters. In the event of flows greater than a flood event having a 100-year recurrence interval, the licensee will not be responsible for repair of stream restoration measures that may have been damaged from such an event.

Article 9 (G). ***Native Salmonid Conservation Program (REVISED).***

(a) The licensee shall implement provisions of the Fish and Aquatics Management Plan (FAMP), Section 5.6, to design, construct and operate a fish propagation facility for the production of native salmonids to supplement tributaries draining into the Boundary Reservoir. The licensee shall release propagated native salmonids to supplement existing populations, or to introduce native salmonids of resident and/or migratory life histories into reaches where they are not currently present. Target release sites will include those reaches where non-native trout have been actively suppressed or where high quality, but underutilized habitat is available in tributaries draining into the Boundary Reservoir. Supplementation of native salmonids is expected to complement non-native trout suppression and/or stream habitat improvement activities. The licensee shall be responsible for the appropriate marking of all outplanted fish for the purpose of identifying these fish during future monitoring efforts.

(b) The initial capacity of the facility will be up to 45,000 eyed eggs, fry, or fingerling (three to four inch) fish per year and multiple age class broodstock (capacity of 1,000-2000 pounds). Annual production will be commensurate with the need to outplant fish in tributaries draining into the Boundary Reservoir

(c) Licensee will design the facility to simultaneously propagate two species of fish and several year classes (life stages); selection of species, stocks and lifestages to be produced would be determined in consultation with and subject to approval by the Fish and Aquatics Work Group (FAWG). In addition, licensee will ensure the facility will have the capacity to sustain the necessary numbers of broodstock fish to produce the number of eggs, fry or fingerlings for the purposes of the Conservation Program.

(d) Licensee shall use a multi-step approach to implement this measure. The licensee shall complete each step in consultation with and subject to approval by the FAWG. Preliminary planning suggests that the 40-acre Washington Department of Fish and Wildlife (WDFW) parcel on Skookum Creek, which formerly included the Usk Hatchery, is a potential location for the propagation facility.

(i) The first step for the licensee in the development of the native salmonid conservation facility shall be to confirm the feasibility of the Usk Hatchery site. If this site proves to be infeasible, the licensee will consider alternatives including purchase or funding of an alternate existing facility, or development at a new site with an appropriate source of water. If a feasible site cannot be

identified, the licensee will re-direct mitigation efforts towards the purchase of suitable eggs, fry or fingerlings from another source to meet population goals or toward commensurate protection, mitigation, and enhancement (PM&E) measures as determined in consultation with and subject to approval by the FAWG.

(ii) The second step for the licensee shall be to complete implementation planning that includes the following:

1. Goals and policies of federal and state agencies and the Kalispel Tribe regarding conservation facilities and native salmonid recovery

2. Risks and benefits of supplementing bull and/or westslope cutthroat trout in the Project area

3. Mitigation measures to be used to reduce risk (e.g., of spreading disease, domestication, etc.)

4. A conceptual level description and engineering design for the facility, with specifications

5. Description of any off-site facilities or techniques that could be used as part of release strategies (e.g., acclimation and volitional release ponds, streamside or instream incubation of eyed eggs, etc.)

6. Sources and techniques to be used for collecting broodstock

7. Target production levels by life stage

8. A hatchery genetics management plan

(iii) The third step for the licensee shall be preparation of draft and final engineering plans for the facility, completing any required regulatory review (e.g., NEPA compliance) and obtaining any needed permits. Following approval of final design and permitting, the licensee will construct the facility and fund operation and maintenance for the license term.

(e) The licensee shall complete implementation planning within three years of license issuance and the facility will be operational within six years of license issuance.

(f) The licensee shall prepare a construction compliance report within one year following construction of the facility that will document any variances from the implementation planning, engineering and construction steps.

(g) Prior to the fish conservation facility being operational, the licensee shall annually summarize its fish conservation activities of the previous 12 months. Once the facility is operational, the licensee shall annually summarize the following information: (i) numbers, lifestages, size and species of fish produced; (ii) timing and locations of releases; (iii) percent survival between life stages; (iv) results of effectiveness monitoring; (v) disease outbreaks, other problems and remedies that were implemented to reduce the risk of problems reoccurring; and
(vi) effectiveness monitoring in (j).

(h) The licensee shall file status reports every five years that summarize the annual reports and provide more detailed analysis and assessment of trends in the data. The five-year status reports will also describe any changes in production or release strategies developed in consultation with and subject to approval by the FAWG and the rationale for implementing the changes.

(i) Licensee, in consultation with and subject to approval by the FAWG, shall establish population goals for the Conservation Program by determining appropriate tributary target fish populations desirable for the purpose of establishing self-sustaining, native stocks of fish. Optimal outplanting strategies for achieving population goals will be identified by the licensee in consultation with and subject to approval by the FAWG through monitoring and evaluating multiple outplanting strategies that consider appropriate fish sizes, outplanting densities, frequency and timing. Each outplanting strategy will have independent markers/identifiers for analysis (e.g., otolith marks utilizing calceine, thermal, strontium chloride). The licensee shall monitor the initial success of outplanted native salmonids and conduct periodic monitoring until population goals are achieved. The licensee shall evaluate the reproductive success of outplanted native salmonids to determine, in consultation with and subject to approval by the FAWG, if population goals are met. The licensee shall adjust the conservation schedule and numbers subject to approval of the FAWG.

(j) In consultation with the FAWG, the licensee shall evaluate the effectiveness of the Conservation Program, including the success of alternate outplanting strategies, reproductive success of outplanted fish, or other aspects of the Conservation Program pursuant to the

FAMP. The results of effectiveness monitoring will be included in the annual report.

(k) The reporting and implementation schedule for the native salmonid conservation facility is summarized below.

PM&E Measure/Activity	**Schedule**
Complete Implementation Planning	Within three years of license issuance
Facility Draft and Final Engineering Plans	Within four years of license issuance
Facility Construction	Within six years of license issuance
Begin Operations	Within six years of license issuance
Construction Compliance Monitoring Report	Within seven years of license issuance
Annual Reports	Every year
Five-year Status Reports	Every fifth year

With prior notice to FERC, the licensee may use the Regional facility to produce fish to meet Regional needs per the terms of the Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits among licensee and certain other parties dated _____, 2026.

Article 9 (H). ***Recreational Fish Stocking Program*.**

(a) The licensee shall implement provisions of the Fish and Aquatics Management Plan (FAMP), Section 5.7, to provide for the annual stocking of approximately 11,678 pounds of trout in 18 lakes within a 15-mile area around the Project beginning no later than within two years of license issuance.

(b) Trout species stocked in these lakes will consist of westslope cutthroat, rainbow, rainbow triploid or tiger trout, and may include fall fry, fingerlings, spring fry and catchable-size fish. The number, size and species of fish, planting schedule and location may be adjusted by licensee in consultation with and approval by Washington Department of Fish and Wildlife (WDFW).

(c) Within one years of license issuance, the licensee shall, in consultation with and approval by WDFW, complete implementation planning to identify:

(i) Pre-stocking monitoring protocols

(ii) Source of fish

(iii) Number, size and species of fish, planting schedule and location

(iv) Stocking protocols

(d) The licensee shall provide for annual monitoring and evaluation of lakes receiving the stocked fish prior to the springtime opening day of trout season. At least six of the lakes receiving stocked fish will be monitored each year on a rotating subset of the 18 lakes. Monitoring activities will consist of yearly fall or pre-opening day spring index gillnetting to evaluate recruitment of planted trout fry, trout growth rates, relative trout abundance, and detection of illegally introduced and/or undesirable fish species. Survey timing, location and protocol will be developed by the licensee in consultation with and approval by WDFW.

(e) The licensee shall provide for opening day creel census on two lakes per year. Lakes to be creel-sampled will be selected each year in consultation with the WDFW.

(f) The licensee shall prepare an annual report identifying the amount, size, species, timing and location of stocking efforts. The licensee shall also prepare the results of monitoring and evaluation activities, activities planned for the upcoming year and highlight any proposed changes from previous protocols.

Article 9 (I). ***Fund for Habitat Improvements in Tributaries to Sullivan Lake.***

(a) Within one year of license issuance, licensee shall establish a $2.5 million (2.5 million dollar) fund called the Sullivan Lake Upper Tributary Fund in an interest bearing account for improving aquatic habitat in Harvey Creek, Noisy Creek and Jungle Creek as described in Section 2.6 of the Fish and Aquatics Management Plan (FAMP).

(b) Licensee shall have no obligations for any other habitat measures in tributaries to Sullivan Lake other than the Sullivan Lake Upper Tributary Fund.

(c) Licensee shall make fund distributions for measures in tributaries to Sullivan Lake in installments at the discretion of the Fish and Aquatic Work Group (FAWG) for planning and implementation activities.

(d) In the event that there are any unexpended funds in the Sullivan Lake Upper Tributary Fund after the measures described above have been completed, licensee shall use such unexpended funds for purposes of achieving additional habitat improvement in tributaries to the Boundary Reservoir as directed by the FAWG.

Article 10. ***Escalation*.**

(a) Unless otherwise indicated, all costs or payment amounts specified in dollars in the New License and Management Plans shall be deemed to be stated as of the year 2009, and licensee shall escalate such sums as of January 1 of each following year (starting in January 2012, or in the year preceding the Commission License issuance, whichever is later) according to the following formula:

AD = D x (NGDP)/(IGDP)

Where:

AD = Adjusted dollar amount as of January 1 of the year in which the adjustment is made

D = Dollar amount prior to adjustment

IGDP = "GDP-IPD" for the third quarter of the year before the previous adjustment date (or, in the case of the first adjustment, the third quarter of the year 2009)

NGDP = "GDP-IPD" for the third quarter of the year before the current adjustment date

(b) "GDP-IPD" is the value published for the Gross Domestic Product Implicit Price Deflator by the United States Department of Commerce, Bureau of Economic Analysis in the publication Survey of Current Business, in the third month following the end of the applicable quarter. If that index ceases to be published, any reasonably equivalent index published by the Bureau of Economic Analysis may be substituted upon approval by the Commission. If the base year for "GDP-IPD" is changed or if publication of the index is discontinued, the licensee shall notify the Commission as soon as possible and recommend, after consultation with the Settlement Agreement Parties, adjustments or an alternative index that achieves the same economic effect.

Exhibit 2 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT FERC PROJECT NO. 2144

U.S. Forest Service Draft Section 4(e) Terms & Conditions

[__] 2026

DRAFT

USDA FOREST SERVICE
MODIFIED FEDERAL POWER ACT SECTION 4(e) TERMS AND CONDITIONS
BOUNDARY HYDROELECTRIC PROJECT, NO. 2144

Conditions filed on [___], 2026, as part of First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement.

General

License articles contained in the Federal Energy Regulatory Commission's (Commission) Standard Form L-5 issued by Order No. 540, dated October 31, 1975, cover those general requirements that the Secretary of Agriculture, acting by and through the USDA Forest Service, considers necessary for adequate protection and utilization of the land and related resources of the Colville National Forest. Under authority of section 4(e) of the Federal Power Act (16 U.S.C. § 797(e)), the following terms and conditions are deemed necessary for adequate protection and utilization of National Forest System lands and resources. These terms and conditions are based on those resources enumerated in the Organic Administration Act of 1897 (30 Stat. 11), the Multiple-Use Sustained Yield Act of 1960 (74 Stat. 215), the National Forest Management Act of 1976 (90 Stat. 2949), and any other law specifically establishing a unit of the National Forest System or prescribing the management thereof (such as the Wilderness Act or Wild and Scenic Rivers Act), as such laws may be amended from time to time, and as implemented by regulations and approved Land and Resources Management Plans prepared in accordance with the National Forest Management Act. Therefore, pursuant to section 4(e) of the Federal Power Act, the following conditions covering specific requirements for protection and utilization of the National Forest System lands shall also be included in any license issued for the Boundary Hydroelectric Project (Project) and any license amendment issued.

Condition No. 1 – Compliance with the Settlement Agreement[1]

The Licensee shall completely and fully comply with all provisions of the Boundary Hydroelectric Project Relicensing Settlement Agreement as amended by the 2026 First Amendment to Settlement Agreement (collectively, "Settlement Agreement") relating to:

[1] Note for Conditions 1 and 2. Implementation requirements do not extend to off license agreements or other information provided to FERC along with the Settlement Agreement for information purposes only.

1. All protection, mitigation and enhancement measures and other obligations identified in the Settlement Agreement and Exhibits which are on or affect National Forest System (NFS) lands and resources; and

2. All commitments in each and every plan referenced in the Settlement Agreement, and Exhibits which implement activities which are on or affect NFS lands and resources; provided, however, that this Condition No. 1 excludes those measures and other obligations, and those provisions of the Settlement Agreement and Exhibits, relating to decommissioning of the Mill Pond Dam and implementation of the cold water release from Sullivan Lake (including, the Settlement Agreement §§ 7.14 and 7.15, and Settlement Agreement Exhibit 9, (Temperature Attainment Plan) §§ 4.1.2.1.1 and 4.1.2.2.). In addition this Condition No. 1 also excludes Appendices 1-3 and Attachments 1 and 2 of the Settlement Agreement.

Condition No. 2 – Reservation of Authority in the Event the Settlement Agreement is Materially Modified or Not Accepted by the Commission

USDA Forest Service preliminary terms and conditions are premised on two considerations:

1. The Commission's acceptance and incorporation of the Settlement Agreement, Appendices, and Exhibits as they relate to activities that are on or affect National Forest System lands, without material modification into the new Project license; provided, however, that such acceptance and incorporation shall not extend to those provisions of the Settlement Agreement, Appendices and Exhibits relating to decommissioning of the Mill Pond Dam and implementation of the cold water release from Sullivan Lake as defined in Condition No. 1.

2. The Licensee's immediate and complete implementation of its obligations in accordance with the Settlement Agreement as it may be modified or conformed by the Parties following issuance of the license by the Commission.

In the event either of these requirements are not met, the USDA Forest Service reserves its authority to supplement or modify its terms and conditions at a later time.

Condition No. 3 – Implementation of Settlement Agreement License Articles

The Licensee shall implement Settlement Agreement License Articles 1-10, as amended by the 2026 First Amendment, as they relate to activities that are on or affect National Forest System lands.

1. Operations

2. Boundary Resource Coordinating Committee and Work Groups
3. Terrestrial Resources
4. Land Acquisition
5. Recreation Resources
6. Well Decommissioning
7. Programmatic Agreement
8. Water Quality Plans
9. Fish and Aquatic Resources
    9 (A) Mainstem Fish Community and Aquatic Habitat Measures as amended by the 2026 First Amendment
    9 (B) Upstream Fish Passage
    9 (C) Reduction of Project Related Entrainment Mortality as amended by the 2026 First Amendment
    9 (D) Tributary Non-native Trout Suppression and Eradication
    9 (E) Tributary Fish Community and Aquatic Habitat Measures as amended by the 2026 First Amendment
    9 (F) Mill Pond Dam Site Monitoring and Maintenance
    9 (G) Native Salmonid Conservation Program as amended by the 2026 First Amendment
    9 (H) Recreational Fish Stocking Program
    9 (I) Fund for Habitat Improvements in Tributaries to Sullivan Lake
10. Escalation

Condition No. 4 - Implementation of the License on National Forest System Lands

The Licensee shall not commence implementation of habitat or ground-disturbing activities on National Forest System (NFS) lands until the USDA Forest Service has approved site-specific project designs and issued a notice to proceed.

Additional NFS Lands. If long term occupancy of NFS lands is required for Project related purposes and such occupancy is not authorized by including such lands within the FERC Project boundary, the Licensee shall obtain a special-use authorization for occupancy and use of such NFS lands from the USDA Forest Service. Within three months of License issuance and before conducting any habitat or ground-disturbing activities on such NFS lands, the Licensee shall apply to the USDA Forest Service for a special-use authorization for occupancy and use of NFS lands, and shall file the special-use authorization with the Commission once obtained.

Additional lands authorized for use by the Licensee in a new special-use authorization shall be subject to laws, rules, and regulations applicable to the NFS. The terms and conditions of the USDA Forest Service special-use authorization are enforceable by the USDA Forest Service under the laws, rules, and regulations applicable to the NFS.

Should additional NFS lands be needed for this Project over the License term and such lands are not included within the FERC Project Boundary, the special-use authorization shall be amended to include any additional NFS lands.

Approval of Changes on NFS Lands after License Issuance. Notwithstanding any License authorization to make changes to the Project, the Licensee shall receive written approval from the USDA Forest Service prior to making changes in the location of any constructed Project features or facilities on NFS lands, or in Project uses of NFS lands, or any departure from the requirements of any approved exhibits for Project facilities located on NFS lands filed by the Licensee with the Commission. Following receipt of such approval from the USDA Forest Service, and at least 60 days prior to initiating any such changes or departure, the Licensee shall file a report with the Commission describing the changes, the reasons for the changes, and showing the approval of the USDA Forest Service for such changes. The Licensee shall file an exact copy of the report with the USDA Forest Service at the time it is filed with the Commission.

Coordination with Other Authorized Uses on NFS Lands. In the event that portions of the Project area are under federal authorization for other activities and permitted uses, the Licensee shall consult with the USDA Forest Service to coordinate such activity with authorized uses before starting any activity on NFS land that the USDA Forest Service determines may affect another authorized activity.

Site-Specific Plans. The Licensee shall prepare site-specific plans subject to review and approval by the USDA Forest Service for habitat and ground-disturbing activities on NFS lands affected by the Project required by the License, including such activities contained within resource management plans required by the License to be prepared subsequent to License issuance. The Licensee shall prepare site-specific plans for planned activities one year in advance of implementation dates required by the License, or as otherwise agreed to by USDA Forest Service. For activities planned in the first year after License issuance, the Licensee shall provide the site-specific plans to the USDA Forest Service sufficiently in advance of implementation to allow USDA Forest Service review and approval of the site-specific plans prior to implementation. For emergency situations, where corrective or mitigation actions must be implemented immediately, the Licensee will coordinate with the USDA Forest Service to expedite approvals and/or permits.

Site-specific plans shall include:

1. A map depicting the location of the proposed activity and GPS coordinates.
2. A description of the USDA Forest Service land management area designation for the location of the proposed activity and applicable standards and guidelines.
3. Where required by regulatory procedures, a description of alternative locations, designs and mitigation measures considered including erosion control and

implementation and effectiveness monitoring designed to meet applicable standards and guidelines.

4. Draft biological evaluations or assessments including survey data as required by regulations applicable to habitat or ground-disturbing activities on NFS lands in existence at the time the plan is prepared.

5. An environmental analysis of the proposed action consistent with the USDA Forest Service policy and regulations for implementation of the National Environmental Policy Act (NEPA) in existence at the time the plan is prepared for Commission Licensed projects on NFS lands. Environmental Analysis completed by the Commission or others may be relied upon as appropriate on a project specific basis as agreed to by USDA Forest Service.

6. A Spill Prevention and Control, and Hazardous Materials Plan for hazardous materials storage, spill prevention and cleanup on NFS lands, as needed, will be provided to USDA Forest Service for review and approval before work commences.

Surveys and Land Corners. The Licensee shall avoid disturbance to all public land survey monuments, private property corners, and forest boundary markers. In the event that any such land markers or monuments are destroyed by an act or omission of the Licensee, in connection with the use and/or occupancy authorized by the License, depending on the type of monument destroyed, the Licensee shall reestablish or reference same in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the County Surveyor, or (3) the specifications of the USDA Forest Service. Further, the Licensee shall ensure that any such official survey records affected are amended as provided for by law.

Condition No. 5 - Surrender of License or Transfer of Ownership

At least 1 year in advance of filing an application for license surrender, the Licensee shall prepare a restoration plan for National Forest Service lands approved by the USDA Forest Service. The restoration plan shall identify improvements to be removed, restoration measures, and time frames for implementation and shall be filed with the Commission as part of the surrender application.

Condition No. 6 – Indemnification

The Licensee shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Licensee in connection with the Licensee's use and/or occupancy of National Forest System lands authorized by this License. This indemnification and hold harmless provision applies to any acts and omissions of the Licensee or the Licensee's assigns, agents, employees, affiliates, subsidiaries, fiduciaries, contractors, or lessees in

connection with the Licensee's use and/or occupancy of National Forest System lands authorized by this license which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to environmental laws such as the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Oil Pollution Act, Clean Water Act, Clean Air Act; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States (other than as contemplated by the License); or (4) the release or threatened release of any solid waste, hazardous substances, pollutant, contaminant, or oil in any form in the environment.

Condition No. 7 - Reservation of Authority

The Licensee shall implement, upon order of the Commission, such additional conditions as may be identified by the Secretary of Agriculture, pursuant to the authority provided in Section 4(e) of the Federal Power Act, as necessary for the adequate protection and utilization of the public land reservations under the authority of the USDA Forest Service, provided that such additional conditions are necessary, based on compelling evidence, to address changed circumstances.

Condition No. 8 – National Forest System Roads

The Licensee shall be authorized to construct, reconstruct, use and maintain those roads across National Forest System lands that are necessary for the operation, maintenance, and recreational use of the Project as identified and described in Table 1. The Licensee shall have authorization to use the roads described in Table 1 if the roads are included in the Project boundary, or by a special use authorization (SUA) issued by the USDA Forest Service for those roads not included within the Project boundary, or as is otherwise provided in Table 1. The Licensee shall apply for a SUA within three months of License issuance for those roads not included within the Project boundary. Construction and reconstruction of roads listed in Table 1 shall conform to plans, specifications and written stipulations approved by the USDA Forest Service prior to beginning construction and reconstruction work. Roads listed in Table 1 shall be maintained to the level and standards listed in Table 1 and described in Appendix A, as may be amended during the License term.

Table 1: Authorization and Responsibility for Roads needed for Boundary Project operation and maintenance

Road Name/Number	Access Points	Authorization Across NFS Land	SCL Maintenance/Reconstruction Responsibility
West Side Access Road	Main access road from Pend Oreille Co. Rd. 2975 to Boundary Dam	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included within the Project boundary.	SCL to maintain for Project and public access. To be maintained to Maintenance Level 5.
FS 6200348	Access to main transmission line towers between Boundary Dam and BPA yard.	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included within the Project boundary.	Share by first use.[1] To be maintained to Maintenance Level 2.
FS 3165000/ Pend Oreille Co. Rd. 3990	Main access route between State Route 31 and the east side of Boundary Dam and the Vista House	SCL shall be authorized to use, maintain and reconstruct this road across National Forest System lands by issuance of an SUA by USDA Forest Service or through a grant of a Public Road Easement to Pend Oreille County.	To be maintained to Maintenance Level 5.
FS 3165350	Road across dam, connecting Pend Oreille Co. Rd. 3990 with the West Side Access Road	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included within the Project boundary.	SCL to maintain for project operation and maintenance use. To be maintained to Maintenance Level 2.
FS 3100172	Access to Riverside Mine reservoir overlook from SR 31 to junction with FS 3100178 and trailhead	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included within the Project boundary.	SCL to reconstruct and maintain for public access. To be maintained to Maintenance Level 3.
FS 3165325	Access to Pee Wee Falls overlook from POC 3990/FS 3165000 to junction with FS 3165315	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included within the Project boundary.	SCL to reconstruct and maintain for public access. To be maintained to Maintenance Level 3.
FS 3165315	Access to Pee Wee Falls overlook from FS 3165325 to trailhead	Use of this road segment shall be authorized by including the segment within the Project boundary or by issuance of an SUA by USDA Forest Service for segments not included	SCL to reconstruct the existing segment of road and construct an extension of this road (if needed) to a proposed trailhead and maintain for public access. To be maintained to Maintenance

		within the Project boundary.	Level 3.
FS 3165340	Road accessing up stream dam deflection monitoring point off of Pend Oreille Co. Rd. 3990/FS 3165000	Access shall be approved by USDA Forest as described in USDA Forest Service Condition 4 (Implementation of the License on National Forest System Lands).	SCL to close with an earthen-berm after the unauthorized road segment is decommissioned.
Unauthorized Road off FS 3165340	Road accessing up stream dam deflection monitoring point off of the 3165340 Road	Access shall be approved by USDA Forest as described in USDA Forest Service Condition 4 (Implementation of the License on National Forest System Lands).	SCL to decommission road and stabilize the 2 mass wasting sites.

[1]Share the road maintenance and reconstruction based on who needs the road first. When the road is needed, the organization that needs the road first will perform the maintenance and reconstruction needed to accommodate their use. If the road is currently closed, once the road is no longer needed, it will be reclosed and maintained to a USDA Forest Service maintenance level 1 configuration.

Condition No. 9 – National Forest System Land Boundary Survey

Within three years of License issuance, the Licensee shall re-establish the Public Land Survey System Corners, or establish witness corners governing National Forest System property boundaries within and adjacent to the Project area. The corners, which need to be re-established, are identified in Table 1. The Licensee shall also survey, mark and post to USDA Forest Service standards and specifications those National Forest System lands adjacent to the Project, as identified in Table 1. The Licensee shall be responsible for all USDA Forest Service administrative costs associated with surveying, marking and posting of National Forest System lands identified in Table 1.

In addition, the Licensee shall post Project Boundary signs at all public access points at the Project boundary, informing the public of the location of the boundary. These locations include, but are not limited to, Metaline Waterfront Park, Boundary Forebay Recreation Area, BLM recreation site across from Everett Island, and at any new overlooks and trail access points. The Licensee and USDA Forest Service shall discuss additional locations where there may be public access that requires posting of signs. The Licensee shall post signs at such additional locations as agreed to with the USDA Forest Service.

Table 1 – Boundary Survey

Legal Description Willamette Meridian	**Corners**	**Survey and Post**
T39N, R43E Section 10	Witness corner to Corner 3 of Cromwell Lode	1. North line of the Cromwell Lode 2. West line of the Shale No. 11 Lode North of Corner 4 of the Cromwell Lode
T39N, R43E Section 28	1. Witness corner to Corner 1 MS 984. 2. West Meander Corner on the North Section line (Section 28)	Government Lots 5 and 11

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Exhibit 3 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT FERC PROJECT NO. 2144

UNITED STATES DEPARTMENT OF THE INTERIOR

REVISED AMENDED PRELIMINARY CONDITIONS AND RECOMMENDATIONS PURSUANT TO SECTIONS 10(a) AND 10(j) OF THE FEDERAL POWER ACT FOR THE BOUNDARY HYDROELECTRIC PROJECT FERC PROJECT NO. 2144

AND

REVISED AMENDED PRELIMINARY PRESCRIPTIONS FOR FISHWAYS PURSUANT TO SECTION 18 OF THE FEDERAL POWER ACT FOR THE BOUNDARY HYDROELECTRIC PROJECT FERC PROJECT NO. 2114

[__] 2026

UNITED STATES DEPARTMENT OF THE INTERIOR

REVISED AMENDED PRELIMINARY CONDITIONS AND RECOMMENDATIONS PURSUANT TO SECTIONS 10(a) AND 10(j) OF THE FEDERAL POWER ACT FOR THE BOUNDARY HYDROELECTRIC PROJECT FERC PROJECT NO. 2144

10(j) Recommendation No. 5: Mainstem Fish Community and Aquatic Habitat Measures (Settlement Agreement – Proposed License Article 9 (A) (REVISED))

The Department of the Interior is deleting section (a) of Recommendation No. 5 and is entirely replacing section (c). Section (b) remains unchanged but is included here for consistency.[1] Section (d)(iv) is slightly modified.

The licensee shall implement the Fish and Aquatics Management Plan (FAMP), Section 5.1, to: (1) modify trapping pools in the area known as the Cobble Sisters to reduce the risk of fish being trapped in the pools during periods of declining flow and reservoir water surface elevations, (2) enhance Sullivan Creek tributary delta habitat by providing additional cover, in the form of large woody debris (LWD) jams, for salmonids occupying coldwater refugia, and (3) conduct fish community surveys and evaluate predation on outmigrating native salmonids at select tributary deltas.

(a) *This section has been deleted from Recommendation No. 5*

(b) Channel Modifications of Mainstem Trapping Pools at Project RM 30.3

(i) The licensee shall implement site modifications at the Cobble Sisters within five years of license issuance.

(ii) The licensee shall excavate a channel to connect mainstem flow to three isolated pools at a large cobble bar near PRM 30.3 to reduce the risk of fish becoming trapped during declining water surface elevations. Spoils from excavation will be used to fill a fourth pool near the channel margin.

(iii) The licensee shall conduct compliance monitoring at the Cobble Sisters within one year following implementation of the measure. Compliance monitoring will

[1] The definitions and acronyms in this Revised Amended Preliminary Conditions and Recommendations Pursuant to Sections 10(a) and 10(j) of the Federal Power Act for the Boundary Hydroelectric Project FERC Project No. 2144 shall have the same definitions as in the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement.

include documentation collected during implementation, such as survey data and photographs of the site before and after excavation.

(iv) Licensee shall repeat physical measurements to evaluate whether the site modifications continue to function as designed every ten years following construction and following one in 25 year high flow events. During the year following each physical monitoring effort, the FAWG will determine if remediation measures are needed to ensure that site modifications continue to satisfy design specifications. The licensee will implement the required measures to satisfy design objectives.

(v) The reporting and implementation schedule for channel excavation at the Cobble Sisters is summarized below.

PM&E Measure Activity	**Schedule**
Implementation Planning	Within three years of license issuance
Implementation	Within five years of license issuance
Compliance Report	Within six years of license issuance
Physical Monitoring	Every ten years following construction, and following flows exceeding a 25-year recurrence interval
Monitoring Report	Within one year of physical monitoring

(c) Mainstem Large Woody Debris at Tributary Deltas

(i) The licensee shall place two LWD jams at the Sullivan Creek delta.

(ii) The licensee shall place and maintain LWD jams in the thalweg in the upper delta regions of the Sullivan Creek delta to minimize use by non-salmonids. The specific location and design of the LWD jams will be determined during implementation planning by the licensee in consultation with and subject to approval by the FAWG.

(iii) The licensee shall conduct implementation planning with final design specifications to be approved by the FAWG. Implementation planning will identify:

1. Specific locations for LWD jams at the Sullivan Creek delta

2. LWD jam design specifications for each location

3. Specific monitoring protocols

(iv) Licensee shall complete construction of the LWD jams within ten years following license issuance. The schedule for initial construction of the Sullivan Creek delta log jams may depend on upstream Mill Pond Dam removal activities.

(v) If permitting, landowner permission or other issues prevent implementation within ten years following license issuance, the licensee will determine, with approval from the FAWG, alternate locations for installing LWD jams, or will identify and implement alternative measures to provide additional cover in the Sullivan Creek delta with a commensurate schedule and level of effort.

(vi) Licensee will implement compliance and effectiveness monitoring for each LWD jam. The licensee shall conduct compliance monitoring and will provide documentation to the FAWG and the Commission that the measure has been implemented as specified. Effectiveness monitoring will evaluate the need for LWD jam repair or replenishment.

(vii) Licensee will issue a compliance report, including documentation collected during construction, repair, or replenishment within one year following implementation or repair of a LWD jam.

(viii) Licensee will conduct physical effectiveness monitoring during the ninth year following the construction of a structure and at ten-year intervals thereafter. In addition, licensee will conduct physical effectiveness monitoring to determine continued compliance with design specifications following major flood events (25-year event). The results of the effectiveness monitoring will be used to support adaptive management and adjustments to the PM&E measure during repair or log replenishment of a structure.

(ix) Licensee will repair or replenish the LWD jams within one year following physical effectiveness monitoring.

(x) Licensee will conduct three consecutive years of biological effectiveness monitoring within the first ten years following construction. Biological effectiveness monitoring will also be conducted concurrent with physical effectiveness monitoring through the term of the license.

The reporting and implementation schedule for mainstem LWD at the Sullivan Creek delta is summarized below.

PM&E Measure Activity	**Schedule**
Implementation	At the direction of the FAWG, may be completed after the tenth year following license issuance depending on the influence of Mill Pond Dam removal
Compliance Reporting	Within one year following construction, repair or replenishment of LWD structures
Physical Effectiveness Monitoring	In the ninth year following implementation, and every tenth year thereafter; and after flows exceeding a 25-year recurrence interval

Biological Effectiveness Monitoring	Three consecutive years between initial construction and first scheduled repair/replenishment, and then concurrent with physical effectiveness monitoring
Monitoring Report	Within one year following physical or biological effectiveness monitoring

(d) Boundary Reservoir Fish Community Monitoring and Evaluation of Salmonid Predation at Select Tributary Deltas

(i) The licensee shall conduct fish community surveys to monitor changes in fish population abundance and size structure of focal species over time. Focal species will be westslope cutthroat trout, bull trout, mountain whitefish, smallmouth bass, northern pikeminnow and northern pike and may include other species as identified by the FAWG. The study design and final implementation schedule will be developed in consultation with and subject to approval by the FAWG.

(ii) The licensee shall conduct a fish community monitoring study in the fifth year following license issuance and at five-year intervals thereafter, unless otherwise directed by the FAWG. Planning for the fish community monitoring study component shall be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for fish community monitoring is summarized below.

PM&E Measure Activity	**Schedule**
Fish Community Study Plan	Within four years of license issuance and every fifth year thereafter
Conduct Fisheries Survey	In the fifth year following license issuance and every fifth year thereafter
Survey Completion Report	In the sixth year following license issuance and every fifth year thereafter

(iii) The licensee shall conduct the predation study to quantify the proportion of outmigrating native salmonids from select tributaries that are being consumed by predatory fish within the selected tributary deltas and determine consumption rates of select predators. The licensee shall develop the study design and final implementation schedule in consultation with and subject to approval by the FAWG.

(iv) If the results of the predation investigation identify that a significant proportion of native salmonids are consumed by predators at tributary deltas, the licensee could implement potential non-operational measures including predator control to improve native salmonid survival. An adaptive approach to the tributary delta

predation investigations will continue under the direction of the FAWG (FAMP Mainstem Measures section 5.1.4).

(v) The licensee shall conduct a tributary delta predation study in the fourth year and 15th year following license issuance, unless otherwise directed by the FAWG. A study plan will be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for the predation study is summarized below.

PM&E Measure Activity	Schedule
Tributary Delta Predation Planning	By end of calendar year prior to conducting delta predation study
Conduct Tributary Delta Predation Study	In the fourth and 15th years following license issuance
Tributary Delta Predation Study Report	Within one year following tributary delta predation field surveys

10(j) Recommendation No. 7: Tributary Fish Community and Aquatic Habitat Measures (Settlement Agreement – Proposed License Article 9 (E))

The following shall replace Recommendation No. 7 in its entirety.

(a) The licensee shall implement the following aquatic habitat measures, pursuant to the general provisions identified below and the detailed provisions included in the Fish and Aquatics Management Plan (FAMP), Sections 5.4.3 through 5.4.10.

(b) Specific aquatic habitat measures include the following:

(i) Within ten years of license issuance, the licensee shall complete riparian improvements and stream channel enhancement in Sullivan Creek from river mile (RM) 0.30 to RM 0.54. In consultation with the Fish and Aquatics Work Group (FAWG), the schedule for implementation of this measure may be modified dependent upon the Mill Pond Dam decommissioning schedule.

(ii) Within ten years of license issuance, the licensee shall complete stream and riparian improvements in Sullivan Creek from RM 2.3 to RM 3.0.

(iii) Within ten years of license issuance, the licensee shall complete Large Woody Debris (LWD) placement and road improvements in Sullivan Creek and selected tributaries upstream of the confluence with Outlet Creek; provided that licensee shall not be required to remove the culvert from the North Fork of Sullivan Creek.

(iv) Within 20 years of license issuance, the licensee shall complete culvert replacements (except on the North Fork of Sullivan Creek) in tributaries to Boundary Reservoir.

(v) Within 20 years of license issuance, the licensee shall complete riparian planting, culvert replacement, and channel reconstruction measures in Linton Creek from RM 0.00 to RM 0.24.

(vi) Within 20 years of license issuance, the licensee shall complete riparian and channel improvements in Sweet Creek from RM 0.0 to RM 0.6.

(vii) Within 25 years of license issuance, the licensee shall complete habitat enhancement in Tier-2 tributaries to the Boundary Reservoir.

(viii) The licensee shall complete restoration of dispersed recreation sites located in Sullivan Creek riparian areas consistent with the schedule detailed in the FAMP.

The specific scope of each measure is detailed in the FAMP.

(c) By the end of the first year following license issuance, the licensee shall submit to the Commission an integrated schedule that has been approved by the FAWG for the implementation of these measures. The licensee shall coordinate the schedule with tributary non-native salmonid suppression and eradication activities and native salmonid conservation activities required by the FAMP. The integrated schedule shall prioritize activities and include milestones for completing design, consultation, regulatory review, permitting and implementation. The timelines included in the FAMP will guide the development of the integrated schedule to be filed with the Commission.

(i) The licensee shall develop specific plans for each measure according to the integrated schedule in paragraph (c). Each plan shall include specific goals, objectives, cost estimates, anticipated restoration techniques, maintenance requirements and monitoring plans and methods. Specific, measurable success criteria shall also be developed by the licensee in consultation with the FAWG and included for each measure. For each measure that includes a construction component, the plan will include final construction drawings. Where applicable, measures should be addressed on a programmatic basis.

(d) The licensee shall develop all plans pursuant to Article 2 and the FAMP. As part of the integrated schedule in paragraph (c), licensee shall, in consultation with and approval by the FAWG, develop a Tributary Management Plan (TMP) including a subsection for each tributary that will receive treatments. The TMP shall provide a coordinated approach for implementing tributary habitat restoration measures. The TMP will identify appropriate target fish population sizes and species to be achieved through implementation of measures in the FAMP. The licensee shall include a schedule and scope of treatments for each tributary to ensure that treatments are complementary to the population and habitat goals.

(e) Once a restoration measure has been completed, the licensee shall evaluate the measure every eight years for the license term to ensure continued compliance with success criteria specific to measures and developed in consultation with and approved by the

FAWG. If a restoration measure falls below success levels as determined through eight-year effectiveness monitoring, the licensee shall, within 60-days, develop a plan for repairs to correct the deficiencies, including a schedule for proposed work and further monitoring, in consultation with the FAWG. A summary of repairs will be included in the annual report.

In addition to the eight-year effectiveness monitoring, the licensee shall annually, and following major (25 year) flood events, inspect measures as described in the FAMP.

The licensee shall include the results of all monitoring and summary of repairs in the annual reports filed with the Commission.

(f) In the event that any of the above measures cannot be implemented, alternative measures will be implemented as provided in the FAMP.

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UNITED STATES DEPARTMENT OF THE INTERIOR

REVISED AMENDED PRELIMINARY PRESCRIPTIONS FOR FISHWAYS PURSUANT TO SECTION 18 OF THE FEDERAL POWER ACT FOR THE BOUNDARY HYDROELECTRIC PROJECT FERC PROJECT NO. 2114

3.0 Reduction of Project Related Entrainment Mortality (2013 License Order Appendix E – Proposed License Article 9 (C) (REVISED))

The Reduction of Project Related Entrainment Mortality program set forth in the March 20, 2013 Order Issuing New License, Appendix E ("2013 License Order"), Proposed Article 9 (C) and section 5.3 of the Fisheries and Aquatic Management Plan (FAMP), and incorporated into the Federal Energy Regulatory Commission's (FERC) license for the Boundary Hydroelectric Project (Project) by Ordering Paragraph (F) of the 2013 License Order, and required by the Department of the Interior's (Interior) Prescription 3, is modified and the following shall replace Interior's Prescription 3 in its entirety.

(a) Within five years after execution of the 2026 First Amendment to the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("First Amendment to Settlement Agreement" or "First Amendment"), in consultation with the Fish and Aquatic Work Group (FAWG) established pursuant to Section 8.2.1 of the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("2010 Settlement Agreement or "SA"), the licensee shall develop a Baseline Condition Report.

(i) The Baseline Condition Report will, at minimum, describe the genetic structure and distribution of individuals from populations of bull trout, cutthroat trout, and mountain whitefish (collectively "Target Fish Species") within Boundary Reservoir and the watersheds that flow into it.

(ii) The Baseline Condition Report will draw on information collected from the Boundary Reservoir fish community monitoring required by the 2013 License Order, 2010 Settlement Agreement, and 2010 Fish and Aquatic Management Plan (FAMP).[2] Specifically, FAMP Section 5.1.4.1.1 requires the licensee to conduct fish community surveys in Boundary Reservoir beginning in year 5 after license issuance and at five-year intervals thereafter, and FAMP Section 5.1.4.3 sets forth a requirement to complete a fish community monitoring study plan prior to conducting such surveys.

[2] See Ordering Paragraph E of the 2013 License Order, Exhibit 1 of the 2010 Settlement Agreement at Proposed License Article 9 (A), and Section 5.1.4.1.1. of the FAMP.

(iii) The Baseline Condition Report will also draw on information collected from the licensee's periodic mainstem sampling of the Boundary Reservoir Fish Community,[3] implementation of upstream fish passage measures (2013 License Order Appendix E, Proposed Article 9 (B)), activities associated with the tributary non-native suppression and eradication program (2013 License Order Appendix E, Proposed Article 9 (D)), and the native salmonid conservation program (2013 License Order Appendix E, Proposed Article 9 (G)), as well as ongoing efforts by others in the watershed.

(iv) In developing the Baseline Condition Report, the licensee shall document and assess fish movement and demographics based on PIT tagged individuals of Target Fish Species within select Boundary Reservoir tributaries and Boundary Reservoir. The FAWG shall determine which Boundary Reservoir tributaries to study.

(v) Every 5 years after the finalization of the Baseline Condition Report, the licensee shall, in consultation with the FAWG, develop an Updated Baseline Condition Report to identify trends within the assemblage of Target Fish Species and discrete populations.

(b) At a time to be determined by the licensee, but no later than 2045, the licensee shall coordinate with the FAWG to determine whether entrainment is a causative factor in the continued depression of Target Fish Species, based on whether one of the following conditions exist:

(i) A single self-sustaining population of bull trout (defined for purposes of the First Amendment as 100 breeding adults or greater) has established within a tributary to the lower Pend Oreille River downstream of Albeni Falls Dam, or

(ii) Five percent or more of a Target Fish Species population greater than 6 inches are entrained below Boundary Dam. This percentage will not include entrained fish that were translocated, reintroduced, or planted into Boundary or Box Canyon tributaries within the same year or subsequent entrainment of an individual fish within the same year.

(c) If, at the time the licensee coordinates with the FAWG consistent with subsection (b) above, existing information is not sufficient to determine if entrainment could be a causative factor in the continued depression of Target Fish Species populations, the licensee shall develop and implement studies to determine if entrainment of Target Fish Species is occurring. Such studies, if needed, shall be performed over a period of at least two years, but no more than three years (to increase the potential of evaluating different water years and different entrainment scenarios), and shall be undertaken consistent with

[3] Periodic sampling was an annual activity defined by electrofishing an established list of 400-m index reaches of Boundary Reservoir during spring and fall. This periodic sampling has been a voluntary activity by the licensee since 2018 (i.e., not required by the 2013 License Order, 2010 Settlement Agreement, or the 2010 FAMP).

Section 5.3.3 of the FAMP or the latest acceptable scientific techniques and methodologies, as determined by the FAWG.

(d) By no later than 2048, if the FAWG or the Secretary of the Interior (Secretary) conclude that the conditions in subsections b and c have been established, the licensee shall initiate the development of a study to evaluate direct downstream survivability through the project and the relationship to population status as set forth in subsection b. The licensee's methodologies for this survivability study shall be developed within six months of the FAWG or Secretary concluding that the conditions in subsections b and c have been established.

(e) The licensee's methodologies for this survivability study shall be reviewed by the FAWG and approved by the Secretary, and the study shall be completed within two years of approval of the study methodology and shall include evaluation of entrainment under the operational scenarios that are most common at the facility. These common scenarios will consider combinations of powerhouse, spillway and/or sluiceway operation that reflect operations that occur over the majority of the year. If the survivability study indicates that the combined average injury and mortality rates for a Target Fish Species through downstream passage routes (turbine and/or spillways and sluiceways) are greater than 15%, and therefore a causative factor in the continued depression of target species, the licensee shall, in consultation with the FAWG and subject to the approval of the Secretary, develop a Downstream Passage Mitigation Plan.

(f) The Downstream Passage Mitigation Plan shall identify mitigation measures to be designed, implemented, and evaluated in any subsequent FERC license, including a timeline for implementing mitigation measures within the first five years of the subsequent license. In the case of data gaps or missing information needed to inform the final design of mitigation measures, the Downstream Passage Mitigation Plan will identify the gaps and information needs and the approaches needed to fill such gaps and needs within the first five years of the subsequent license. Licensee shall develop the Downstream Passage Mitigation Plan in consultation with the FAWG and shall submit the Downstream Passage Mitigation Plan to the Secretary for approval no later than six months prior to the licensee's submission of the Pre-Application Document. The Downstream Passage Mitigation Plan will be included in any Pre-Application Document the licensee files with FERC as part of an application for a subsequent license.

(g) The Downstream Passage Mitigation Plan, which shall identify a timeline for implementation, may include, but shall not be limited to, a plan for the final design and implementation of downstream fish passage facilities. Licensee agrees not to challenge the inclusion of the Plan, or its implementation, in the next FERC license.[4]

(h) Nothing in the First Amendment shall affect or limit the authorities or rights of the Department of the Interior and U.S. Forest Service, including the reservation of rights and authorities included in Section 6 of the 2010 Settlement Agreement and Article 406 of the 2013 License Order.

[4] If Interior exercises its Federal Power Act Section 18 authority to require a new license to include the measures contained in the Downstream Passage Mitigation Plan, the licensee agrees to not seek a trial-type hearing or submit alternative prescriptions pursuant to section 241 of the Energy Policy Act of 2005, 16 U.S.C. § 811. If a new license includes the measures contained in the Downstream Passage Mitigation Plan, the licensee further agrees to not seek rehearing and/or appeal of those license provisions.

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Attachment 1 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT FERC PROJECT NO. 2144

Boundary Hydroelectric Project (FERC No. 2144)

Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits among Seattle City Light and Washington Department of Fish and Wildlife, Public Utility District No. 1 of Pend Oreille County, and the Kalispel Tribe

[__] 2026

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INTERLOCAL AGREEMENT FOR THE CREATION OF SECOND SPECIES FUND AND PROVISION OF REGIONAL FISHERY BENEFITS AMONG SEATTLE CITY LIGHT AND WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY, AND THE KALISPEL TRIBE

This Agreement is made and entered into this __ day of _____, 2026, by and between Seattle City Light ("SCL"), Washington Department of Fish and Wildlife ("WDFW"), Public Utility District No. 1 of Pend Oreille County ("PUD"), and the Kalispel Tribe ("Tribe") (collectively, the "Parties").

RECITALS,

WHEREAS, the Parties may enter into contracts with one another pursuant to chapter 39.34 RCW to carry out their respective municipal purposes; and

WHEREAS, the Parties, and several other parties, entered into the Boundary Hydroelectric Project Relicensing Settlement Agreement in March 2010 (the "2010 Settlement Agreement") for the purpose of, among other things, resolving environmental and natural resource issues related to SCL's application to FERC for a new license for the Boundary Hydroelectric Project, FERC No. 2144, which was granted by Order Issuing New License, 142 FERC ¶ 62,231 (Mar. 20, 2013) ("2013 License Order" or "License"); and

WHEREAS, the 2010 Settlement Agreement and the 2013 License Order require SCL to undertake certain actions described in Proposed License Article 9 (C) to address Reduction of Project Related Entrainment Mortality; and

WHEREAS, the Parties agree that new information and data developed since the implementation of the 2010 Settlement Agreement and 2013 License Order indicates that certain measures described in Proposed License Article 9 (C) are not warranted at this time; and

WHEREAS, the Parties desire to amend the 2010 Settlement Agreement through a First Amendment to the Settlement Agreement ("First Amendment"); and

WHEREAS, the Parties desire to amend the 2013 License Order through an Application for Amendment of License ("License Amendment"); and

WHEREAS, the Parties desire to amend the obligations described in the 2010 Settlement Agreement's Proposed License Article 9 (C) and to increase funds for activities that the Parties agree will have a greater positive impact on the conservation and propagation of native salmonids within the Boundary Project Area and within the surrounding Regional watershed; and

WHEREAS, the Parties desire to create a new funding vehicle to finance the production of a Second Species of native salmonid solely for Regional benefit; and

WHEREAS, the Parties desire to reach an agreement on the operation of the Native Salmonid Conservation Facility for the production of a Second Species of native salmonid solely for Regional benefit; and

WHEREAS, the Parties wish to enter into this Interlocal Agreement under Ch.39.34 RCW for the purpose of establishing and clarifying their relative roles and responsibilities with respect to the funding of the production of a Second Species of native salmonid and the operation of the Native Salmonid Conservation Facility to produce a Second Species of native salmonid solely for Regional benefit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose

The purpose of this Agreement is to establish (i) the Second Species Fund ("SSF") and (ii) the Parties' respective roles and responsibilities with respect to the design, construction, and operation of the Native Salmonid Conservation Facility (the "Hatchery").

2. Relationship

No separate legal or administrative entity is created by this Agreement. Each Party will have no authority to execute contracts or to make commitments on behalf of any other Party, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between any of the Parties. SCL will serve as the administrator of this Interlocal Agreement. Each Party will acquire, hold and dispose of its respective real and personal property used in the cooperative undertaking.

3. Definitions

For purposes of this Interlocal Agreement:

"Hatchery" means the Native Salmonid Conservation Facility described in the Fish and Aquatics Management Plan 5.6.1.

"Region" and "Regional" are defined as the lower Pend Oreille watershed outside of the Boundary License Project Area.

"Second Species" means a species of native salmonid (*e.g.*, Bull Trout, YY Brook Trout, Mountain Whitefish) other than westslope cutthroat trout.

Other terms shall have the definitions assigned to them in the 2010 Settlement Agreement and the First Amendment to the 2010 Settlement Agreement.

4. Creation of the Second Species Fund

a. SCL will use $4,000,000 of the remaining funds from the Reduction of Project Related Entrainment Mortality program, which are estimated to be $16,100,000, to create the SSF. The purpose of the SSF is to fund the production of the Second Species solely to meet Regional needs. The balance of the remaining funds from the Reduction of Project Related Entrainment Mortality program, estimated to be $12,100,000, will be used to supplement funding for the

operation and maintenance of the Hatchery as a Regional facility for the production of westslope cutthroat trout for use in Pend Oreille River tributaries between Albeni Falls Dam and Boundary Dam.

b. SCL as the account holder of the SSF will provide an accounting of the SSF to the Fish and Aquatics Work Group ("FAWG"). All expenditures from the SSF will be approved by providing an invoice to the FAWG for approval. Agencies who perform field work for purposes of supporting the production of westslope cutthroat trout and the Second Species for use in Pend Oreille River tributaries between Albeni Falls Dam and Boundary Dam will provide an invoice to the FAWG for approval and reimbursement from funds from the SSF.

c. SCL will make an initial deposit to the SSF in the amount of $500,000 upon FERC approval of the First Amendment and License Amendment, followed by yearly deposits of $250,000 into the SSF until SCL's contributions to the SSF reach $4,000,000. SCL will fund the SSF early if an account shortfall is projected due to increased fish production or outplanting activity.

d. The creation of the SSF will not change SCL's existing obligations to monitor, evaluate, and report on the performance of the hatchery program required in the License and 2010 Settlement Agreement.

5. Construction, Operation and Management of the Hatchery

The Parties agree as follows:

a. SCL has designed and constructed the Hatchery to be capable of simultaneously propagating two species and multiple year classes of fish. The first species will always be westslope cutthroat trout. The Second Species will be Bull Trout, unless determined by the FAWG to be another species, *e.g.*, YY Brook Trout, Mountain Whitefish. The Second Species will always be the same species for both SCL and the Region, such that there are never more than two species under production at any time.

b. The Hatchery will have two lines of production of westslope cutthroat trout: one line for SCL needs under the License at the direction of the FAWG; and one line for the needs of the Region at the direction of WDFW.

c. Production of westslope cutthroat trout for Regional needs will commence when the First Amendment has been fully executed by all the Parties to that agreement.

d. If it is determined through ongoing discussions with the FAWG that it is necessary to construct a Second Species Building to house production of a Second Species, SCL will advance all phases of design of the building starting with the existing 30% design and will construct the Second Species Building in consultation with the FAWG.

e. If it is determined through ongoing discussions with the FAWG that the Second Species Building is not necessary and production of the Second Species for the License and the Region can occur within the existing Hatchery footprint, taking into consideration adequate biosecurity and other technical considerations, then the cost of the Second Species Building (up to $2,000,000) will be added to the SSF.

i. Any retrofits to the existing facility footprint that are needed to accommodate production of Second Species will be paid from the SSF.

ii. Second Species production of fish, as required by the License, will be as directed by the FAWG. Second Species production for the Region will be as directed by WDFW in consultation with U.S. Fish and Wildlife Service ("USFWS") and the Tribe. If production of the Second Species for the Region requires the finalization of construction of the Second Species Building, production of the Second Species will begin 5 years after completion of the First Amendment and FERC approval of the License Amendment.

f. SCL will operate and maintain at its expense the Hatchery for the term of the License. The operation and maintenance costs for Second Species production for the Region will be funded by the SSF and/or alternative funding sources from the Region, except if the Second Species Building is being operated solely for Regional benefit. If the Second Species Building is being operated solely for Regional benefit, operation and maintenance costs to be paid by the SSF will include all costs associated with operating and maintaining the Second Species Building except for the labor costs of Hatchery staff.

g. If and when SCL is required to produce Bull Trout or another species at the Second Species Building for the Boundary Reservoir and tributaries that flow into it, the operation and maintenance costs for the Second Species Building will be shared equally between SCL and the SSF.

h. SCL shall pay for all planning, logistics, field effort, and monitoring costs for the disposition of fish, including Bull Trout, that are propagated pursuant to SCL's License obligations. All planning, logistics, field effort, and monitoring for the disposition of any fish that are propagated by SCL at the direction of WDFW for Regional benefit will be funded from the SSF and/or other funding sources.

i. Nothing in this Agreement modifies or creates any new obligation for the PUD under its separate Trout Habitat Restoration Program, established in Appendix A to FERC's December 17, 2021 Order Amending License for the Box Canyon Project, 177 FERC ¶ 61,183 (incorporating at ¶55 the Department of Interior's Revised 4(e) Condition 6) (FERC No. 2042).

6. Force Majeure

No Party shall be in breach of its obligations or liable to another Party for breach of this Agreement as a result of a failure to perform if said performance is made impracticable due to an event of *Force Majeure*. The term "*Force Majeure*" means any cause reasonably beyond the Party's control, whether unforeseen, foreseen, foreseeable, or unforeseeable, including but not limited to: acts of God, fire, war, insurrection, civil disturbance, explosion; adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; restraint by court order or order of public authority; inability to obtain—after exercise of reasonable diligence, timely submittal of all applicable applications, and exhaustion of available administrative and judicial remedies—any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority; or labor disputes or strikes which are reasonably beyond the

control of the Party seeking excuse from performance. *Force Majeure* does not include lack of resources.

7. Suspension and Termination

If any Party fails to comply with the provisions of this Agreement, the other Parties may pursue such remedies as are legally available, including but not limited to, dispute resolution pursuant to Section 12 of this Agreement as well as the suspension or termination of this Agreement in the manner specified herein:

a. **Suspension.** If any Party fails to comply with the provisions of this Agreement, or whenever a Party is unable to substantiate full compliance with provisions of this Agreement, the other Parties may suspend the Agreement pending corrective actions or investigation, effective not less than seven (7) days following written notification to the other Party, including an explanation of why the Parties believe non-compliance has occurred. The suspension will remain in full force and effect until the other Party has taken corrective action to the satisfaction of the complaining Party and is able to substantiate its full compliance with the terms and conditions of this Agreement.

b. **Termination for Cause**. If any Party fails to comply with the provisions of this Agreement and either of the following conditions exist:

(1) The lack of compliance is of such scope and nature that continuation of the Agreement is substantially detrimental to the interests of the other Parties; or

(2) The non-compliant Party has failed within the time specified by any other Party to satisfactorily substantiate its compliance with the terms and conditions of this Agreement; then,

The Party alleging non-compliance may terminate this Agreement, and thereupon shall notify the other Parties of termination and other persons authorized to receive notice pursuant to Section 11.11 of the 2010 Settlement Agreement, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the non-compliant Party. The Party alleging non-compliance shall send a copy of such notice to persons authorized to receive notice pursuant to Section 11.11 of the 2010 Settlement Agreement.

c. **Termination on Other Grounds.** This Agreement may also be terminated in whole or in part:

(1) By any Party in the event that FERC has issued an order, which order has become final and unappealable, that constitutes a Material Modification that results in termination of the 2010 Settlement Agreement or the First Amendment.

(2) By any Party in the event that Ecology has issued a 401 Certification, which Certification has become final and unappealable, that constitutes a Material Modification of the 2010 Settlement Agreement or the First Amendment.

d. **Existing Rights Not Affected by Termination.** In the event of termination of this Agreement by any party, such termination shall not affect any rights that have accrued prior to the effective date of the termination. Such prior rights shall survive such termination.

8. Changes, Amendments, Modifications

The Parties may, from time to time, propose changes or modifications in the manner in which their obligations under this Agreement will be performed. The Parties shall notify the persons authorized to receive notice pursuant to Section 11.11 of the 2010 Settlement Agreement of any changes. Such changes, once agreed to by all Parties, shall be incorporated in written amendments to this Agreement that shall be signed by all Parties.

9. Personnel; Subcontractors

Each Party will, or will require its subcontractors to, secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

10. Assignability

No Party may assign any interest in this Agreement, and no Party may transfer any interest in this Agreement (whether by assignment or novation), without prior written consent of the other Parties.

11. Compliance with Laws

Each Party will, and will require its subcontractors to, comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle and of the PUD; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

12. Dispute Resolution

Any disputes arising under this agreement shall be governed by and proceed according to Section 9 of the 2010 Settlement Agreement.

13. General Provisions

Term. This agreement will be effective on the first date upon which it has been fully executed by all Parties and will remain in effect until the termination of the 2010 Settlement Agreement.

The provisions of the 2010 Settlement Agreement relating to waiver, counterpart originals, severability and notice shall apply to this Agreement.

14. Listing Under the Interlocal Cooperation Act

This agreement is entered into pursuant to the Interlocal Cooperation Act, Ch.39.34 RCW. SCL, PUD and WDFW shall list this agreement by subject on their respective internet websites and in a form that is retrievable by the public from such website as provided in RCW 39.34.040.

15. Cooperation and Facilitation

The Parties agree to cooperate with each other to facilitate the completion of the Hatchery and, if necessary, the Second Species Building. The Parties agree to take such other and further action as may be necessary and appropriate and as may be required by Federal and State Agencies with authority over such work.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

Public Utility District No. 1 of Pend Oreille County

By_____
General Manager

ATTEST:

_____

Name _____

Seattle City Light

By_____
General Manager and Chief Executive Officer

ATTEST:

_____

Name _____

Kalispel Tribe

By_____

ATTEST:

_____

Name _____

Washington Department of Fish and Wildlife

By _____

ATTEST:

_____

Name _____

**Attachment 2 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT
FERC PROJECT NO. 2144**

ILLUSTRATION OF REVISIONS TO SETTLEMENT AGREEMENT

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BOUNDARY HYDROELECTRIC PROJECT
RELICENSING SETTLEMENT AGREEMENT
FERC PROJECT NO. 2144

AMONG

SEATTLE CITY LIGHT

BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
UNITED STATES FISH AND WILDLIFE SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
WASHINGTON DEPARTMENT OF ECOLOGY

KALISPEL TRIBE

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY, WASHINGTON

AMERICAN WHITEWATER
SELKIRK CONSERVATION ALLIANCE
THE LANDS COUNCIL

March 2010

BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT

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Boundary Hydroelectric Project Relicensing Settlement Agreement

1. Parties

1.1 This Settlement Agreement ("Settlement Agreement" or "Agreement") is entered into this 9th day of March, 2010, between and among Seattle City Light ("SCL"), the Bureau of Indian Affairs ("BIA"), the National Park Service ("NPS"), the US Fish and Wildlife Service ("USFWS"), the US Forest Service ("USFS"), the Kalispel Tribe ("Tribe"), the Washington State Department of Fish and Wildlife ("WDFW"), the Washington State Department of Ecology ("Ecology"), the Public Utility District No. 1 of Pend Oreille County, Washington ("PUD"), the Selkirk Conservation Alliance ("SCA"), American Whitewater, and The Lands Council (collectively, the "Parties").

1.2 Additional entities may become Parties to this Agreement with the unanimous consent of all Parties and by executing a signature page and submitting it to SCL and FERC.

1.3 This Agreement is binding on and shall inure to the benefit of the Parties and their successors and assigns only, except as otherwise specified in this Agreement.

2. Recitals

WHEREAS,

2.1 The Boundary Hydroelectric Project, FERC No. 2144 (the "Project" or "Boundary Project") is owned and operated by the City of Seattle, Seattle City Light Department ("SCL"), the sole FERC licensee for the Project.

2.2 The Project is SCL's largest generation facility, supplying 35 to 45 percent (depending on water conditions) of Seattle's power requirements.

2.3 The Project is located on the Pend Oreille River in northeastern Washington, one of eleven hydroelectric and storage projects in the Clark Fork – Pend Oreille River basin. The Project as proposed for relicensing will occupy approximately 616 acres of the Colville National Forest and 313 acres of BLM lands, and is located within the aboriginal territory claimed by the Tribe and may affect resources held in trust by the federal government.

2.4 The current FERC Project License will expire on September 30, 2011.

2.5 On September 29, 2009, SCL filed with the Commission a complete and final application ("License Application") for a new FERC License to continue operating, as sole Licensee, the Project.

2.6 SCL engaged and collaborated with interested parties through the integrated licensing process. The use of this integrated licensing process was approved by the Commission prior to SCL filing its License Application to relicense the Project.

2.7 The Parties to this Settlement Agreement have reached resolution of issues related to the relicensing of the Project, as described in this Settlement Agreement.

2.8 In addition, a group of state and federal agencies and other stakeholders that are largely the same as the settling Parties herein have negotiated a separate settlement agreement (the "Sullivan Creek Settlement Agreement") relating to the surrender by the PUD of the Sullivan Creek Hydroelectric Project, FERC No. 2225 (the "Sullivan Creek Project") and to the issuance of a special use authorization for the use and occupancy of National Forest System Lands.

2.9 Sullivan Creek enters the Pend Oreille River about 10 miles upstream of Boundary Dam on the eastern edge of the Project reservoir.

2.10 As originally constructed, the PUD's Sullivan Creek Project included Sullivan Lake Dam and Reservoir, Mill Pond Dam and Reservoir, a conduit, penstock, power plant, and transmission facilities.

2.11 Mill Pond Dam is located approximately three miles upstream from the mouth of Sullivan Creek and is within the FERC boundary for the Sullivan Creek Project. The proposed conditions of the PUD's Sullivan Creek License Surrender Application provide that the PUD will be solely responsible for removal of the Mill Pond Dam and restoration of the Mill Pond/Sullivan Creek vicinity pursuant to the Mill Pond Decommissioning Plan included as Appendix E to the Sullivan Creek Settlement Agreement.

2.12 Through an Interlocal Agreement ("Mill Pond Interlocal Agreement") between SCL and the PUD (an off-license agreement included as Attachment 1 to this Settlement Agreement), SCL will implement the proposed Mill Pond Decommissioning Plan. SCL will perform this work under the Mill Pond Interlocal Agreement as a cooperating agency of the PUD for the time period when the facilities and area are subject to the PUD's Sullivan Creek Project license.

2.13 After removal of the Mill Pond Dam and the completion of the Sullivan Creek license surrender proceedings, SCL will continue to monitor and maintain the Mill Pond area pursuant to proposed provisions in the Boundary Fish and Aquatics Management Plan ("FAMP") included as Settlement Exhibit 11 and the Boundary application for 401 Certification included as Appendix 3 to this Settlement Agreement.

2.14 The Parties to this Settlement Agreement believe that removal of Mill Pond Dam, as set forth in this Agreement, the Sullivan Creek Settlement Agreement and the Mill Pond Decommissioning Plan will remove a fish passage barrier in the vicinity of the Boundary Project, providing potential access to 16 miles of spawning, rearing, overwintering and foraging habitat. Bull trout are listed as threatened under the Endangered Species Act and providing access to additional, good quality habitat is a high priority for the Resource Agencies.

2.15 Sullivan Lake Dam also is within the FERC project boundary for the Sullivan Creek Project. Sullivan Lake is a natural lake, which is increased in size by the presence of the Sullivan Lake Dam. Currently, the Sullivan Creek Project stores and releases about 31,000 acre-feet of water annually, in accordance with the Pacific Northwest Coordination Agreement and its

FERC license. Sullivan Lake pool covers 1,240 acres and is maintained to the extent possible at a constant elevation of 2,588.66 feet above mean sea level (msl) during the months of May through September. Beginning in October, the reservoir is drawn down to provide storage for spring runoff.

2.16 Pursuant to a Memorandum of Agreement ("Cold Water Release MOA") between SCL and the PUD (an off-license agreement included as Attachment 2 to this Settlement Agreement), SCL and the PUD will cooperate in the development of facilities that will release cold water from Sullivan Lake to Outlet Creek and Sullivan Creek within the boundaries of the Sullivan Creek Project.

2.17 The Sullivan Creek Settlement Agreement, Sullivan Creek License Surrender Application, the USFS's Special Use Authorization ("SUA") that will govern the Sullivan Creek Project works after surrender, and the anticipated Sullivan Creek Project 401 Certification for license surrender will designate the PUD as the party solely responsible to design, build, operate and monitor the cold water release facilities.

2.18 SCL will participate financially in the PUD's design, construction, monitoring, and operations and maintenance costs through provisions included in this Settlement Agreement and the Cold Water Release MOA.

2.19 The Resource Agencies that are Parties to this Settlement Agreement believe that provision of a Sullivan Lake cold water release will cool water temperatures and improve native salmonid habitat conditions in Sullivan Creek (below the confluence with Outlet Creek), and provide cooler water input to the Pend Oreille River. In combination with the Mill Pond Dam Removal, the Sullivan Lake cold water release also will improve habitat for bull trout and westslope cutthroat trout.

2.20 The Mill Pond Dam removal and cold water release measures link the relicensing of SCL's Boundary Project to the PUD's surrender of the Sullivan Creek Project license so as to provide significant resource benefits through the removal of Mill Pond Dam, sediment management, channel restoration and monitoring activities at the restored stream channel and through the release of cold water to Outlet Creek and Sullivan Creek under certain circumstances.

2.21 The dam removal, sediment management, channel restoration and monitoring activities at Mill Pond in the Sullivan Creek Project area, and the cold water release from Sullivan Lake to Sullivan Creek, should substantially improve aquatic habitat conditions for native salmonids in the Pend Oreille basin of interest to the Parties. By focusing on measures such as Mill Pond Dam removal, habitat restoration, and other significant PM&E measures proposed by SCL, resource benefits are maximized while preserving SCL's operational flexibility at the Boundary Project. An important aspect of the Boundary Project's value to SCL and the region is its flexibility and reliability, that is, its ability to ramp up or down quickly within the hour and in immediate response to customer demand. Operational flexibility allows SCL to continue to provide clean, safe, and reliable power to its ratepayers over the next license term.

TERMS OF AGREEMENT

The Parties hereby agree as follows:

3. General Provisions

3.1 Effective Date of Settlement Agreement

This Settlement Agreement shall become effective upon its execution by all Parties.

3.2 Offer of Settlement

Within 15 days of the Effective Date, the Licensee shall, on behalf of the Parties, file an Offer of Settlement with FERC pursuant to Rule 602 of FERC's Rules of Practice and Procedure, 18 C.F.R. § 385.602. This filing shall consist of an executed copy of this Settlement Agreement, including the Settlement Exhibits, Appendices, and Attachments, and a Joint Explanatory Statement. The Joint Explanatory Statement shall request that FERC: (a) approve the Offer of Settlement; and (b) issue a new License for the Boundary Project that incorporates—without modification—the Proposed License Articles set forth in Settlement Exhibit 1 and the Management Plans set forth in Settlement Exhibits 2 through 11.

3.3 Term of Settlement Agreement

The term of this Settlement Agreement shall commence on the Effective Date and shall continue through the term of the New License including any subsequent annual license(s) unless terminated as provided in Section 7.4.3.1 or Section 10.

4. Definitions

"401 Certification" means the water quality certification decision to be made by Ecology in connection with Project relicensing pursuant to Section 401 of the CWA, 33 U.S.C. § 1341.

"AISCPP" means the Aquatic Invasive Species Control and Prevention Plan in Settlement Exhibit 6.

"Appeal" means a request for rehearing, an administrative or judicial petition or appeal, or other formal agency adjudication.

"BRCC" means the Boundary Resource Coordinating Committee established pursuant to Section 8.1 of this Agreement.

"Cold Water Release MOA" means the Memorandum of Agreement between SCL and the PUD set forth in Attachment 2 hereto.

"Consultation" means the process described in Sections 8.2.8 and 8.2.9 of this Agreement. Unless specifically noted, the use of the term "consultation" in this Settlement Agreement does not refer to the consultation process prescribed in the Endangered Species Act, 16 U.S.C. §§ 1531, *et seq.*, or the National Historic Preservation Act, 16 U.S.C. §§ 470, *et seq*.

"CRWG" means the Cultural Resources Work Group established pursuant to Section 8.2.1 of this Agreement.

"CWA" means the Clean Water Act, 33 U.S.C. §§ 1251, *et seq*.

"Dispute Resolution Committee" means the committee established by Section 9 of this Settlement Agreement.

"DOAP" means the Dissolved Oxygen Attainment Plan in Settlement Exhibit 7.

"DOI" means Department of Interior, acting through the USFWS, BIA, or the NPS, as appropriate.

"Effective Date" means the date set forth in Section 3.1 of this Settlement Agreement.

"ESA" means Endangered Species Act, 16 U.S.C. §§ 1531, *et seq*.

"FAMP" means the Fish and Aquatics Management Plan in Settlement Exhibit 11.

"FAWG" means the Fish and Aquatics Work Group established pursuant to Section 8.2.1 of this Agreement.

"FERC" or "Commission" means the Federal Energy Regulatory Commission.

"First Amendment" means the First Amendment to the Boundary Hydroelectric Project Relicensing Settlement Agreement, entered into on _____, 2026, and its Exhibits and Attachments.

"FPA" means Federal Power Act, 16 U.S.C. §§ 791a, *et seq*.

"FTSP" means the Fish Tissue Sampling Plan in Settlement Exhibit 8.

"HPMP" means the Historic Properties Management Plan in Settlement Exhibit 5.

"License Amendment Proceeding" means the proceeding and all related proceedings before FERC to approve the Offer of Settlement associated with the First Amendment and to issue an order amending the license for the Boundary Project that incorporates, without modification, the Revised Proposed License Articles set forth in First Amendment Exhibit 1.

"Licensee" means City of Seattle, Seattle City Light Department.

"Management Plan" refers to any of the management plans filed as Settlement Exhibits with this Settlement Agreement: (a) Fish and Aquatics Management Plan ("FAMP"); (b) Terrestrial Resources Management Plan ("TRMP"); (c) Recreation Resources Management Plan ("RRMP"); (d) Historic Properties Management Plan ("HPMP"); and (e) the Water Quality Plans.

"Mandatory Terms and Conditions" means the terms and conditions submitted to FERC under Section 4(e) or Section 18 of the FPA, 16 U.S.C. §§ 797(e), 811.

"Material Modification" means a modification of (including additions to or deletions from) this Settlement Agreement, the Proposed License Articles, and Management Plans; provided, that such modification(s), individually or collectively, substantially affects a Party's bargained-for benefits under this Settlement Agreement, including but not limited to costs, power generation, regulatory responsibilities, or resource protection measures; provided, that only a Party that is adversely affected by the modification can assert that a Material Modification has taken place.

"Material Modification" does not include the following: (a) the inclusion of standard license articles from the L-Form (as defined by 18 C.F.R. § 2.9) in the New License; (b) FERC's insertion of its approval or its reservation of authority to require changes to implementation schedules or plans set forth in any Proposed License Article; (c) FERC's requirement to file a subsequent License amendment to implement any Proposed License Article; (d) FERC's removal of language in any of the Proposed License Articles that sets forth the rationale for the article, provided there are not substantive changes to the requirements contained in the article; (e) the inclusion in any 401 Certification of Ecology's reservation of authority to reopen its conditions, provided, that such reservation of authority is consistent with this Settlement; (f) FERC's inclusion of DOI's (and its component bureaus and agencies) or USFS's reservation of mandatory FPA or ESA authorities; (g) any DOI or USFS filing of conditions or prescriptions, pursuant to FPA authorities, that are consistent with this agreement under the circumstances set forth in Section 7.2.2.1 below; (h) FERC's modification of the project boundary under the circumstances set forth in Section 7.5.2.2 below; and (i) any statements, writings or other representations regarding future applications for a new license for this Project.

"Material Modification" also does not include FERC's inclusion of a reservation of authority to require the Licensee to undertake directly habitat improvements for tributaries to Sullivan Lake in lieu of the Fund for Habitat Improvements in Tributaries to Sullivan Lake set forth in Proposed License Article 9(I) in Settlement Exhibit 1 unless the reservation is likely to require expenditures substantially in excess of the amount of the fund.

"Mill Pond Interlocal Agreement" means the Interlocal Agreement for Mill Pond Decommissioning Between Seattle City Light and Public Utility District No. 1 of Pend Oreille County set forth in Attachment 1 hereto.

"New License" means the next license FERC issues for the Project pursuant to the FPA, 16 U.S.C. §§ 797(e), 799, that replaces the current Project license that was initially issued in December 1953.

"Notice" means a written communication that meets the requirements of Section 11.11 of this Settlement Agreement.

"Out Year" has the meaning set forth in Section 8.1.3.3 of this Settlement Agreement.

"Party" or "Parties" means the signatories to this Settlement Agreement.

"Permit" means a necessary federal, state, regional, or local permit, license, authorization, certification, determination, or other governmental approval for purposes of implementing this Settlement Agreement or the New License.

"PM&E" means protection, mitigation, and enhancement.

"Project" or "Boundary Project" means the Boundary Hydroelectric Project, FERC No. 2144.

"Project Documents" means the Settlement Agreement and the New License.

"Proposed License Articles" means the provisions set forth in Settlement Exhibit 1 that the Parties will request that FERC include, without modification, in the New License.

"Resource Agencies" means BIA, the Tribe, NPS, USFS, USFWS, Ecology, and WDFW.

"Revised Proposed License Articles" means the provisions set forth in First Amendment Exhibit 1 that the Parties will request that FERC include, without modification, in the license for the Boundary Project, replacing certain Proposed License Articles already included in the license.

"RRMP" means Recreation Resources Management Plan in Settlement Exhibit 3.

"RRWG" means the Recreation Resources Work Group established pursuant to Section 8.2.1 of this Agreement.

"SCL" means Seattle City Light, the Licensee.

"Settlement Agreement" or "Agreement" means the entirety of this Settlement Agreement document and its Settlement Exhibits, Appendices and Attachments 1 and 2 (the Mill Pond Interlocal Agreement and the Cold Water Release MOA), as amended by the First Amendment. Settlement Attachments 1 and 2 and First Amendment Attachment 1 are included for FERC's informational purposes.

"Settlement Exhibit" means an exhibit attached to this Settlement Agreement and designated in Section 13.1 below.

"Sullivan Creek License Surrender Application" means the PUD's application for surrender of the Sullivan Project License.

"Sullivan Creek License Surrender Order" means a FERC order accepting or approving the surrender of the Sullivan Project License subject to terms and conditions with respect to the disposition of Sullivan Project facilities.

"Sullivan Creek Settlement Agreement" means the Settlement Agreement and its Appendices and Attachments filed with FERC for the settlement of the Sullivan Creek Project license surrender proceeding and the Sullivan Creek SUA application for the use and occupancy of National Forest System lands by certain Sullivan Creek Project facilities.

"Sullivan Creek SUA" means the Special Use Authorization that the PUD is requesting from USFS for the Sullivan Creek Project works that continue to occupy USFS lands after the Sullivan Creek Project license surrender proceeding is completed.

"TAC" means a technical advisory committee established pursuant to Section 8.2.1.1 of this Settlement Agreement.

"TAP" means the Temperature Attainment Plan in Settlement Exhibit 9.

"TDG" means total dissolved gas.

"TDGAP" means the Total Dissolved Gas Attainment Plan in Settlement Exhibit 10.

"TRMP" means the Terrestrial Resources Management Plan in Settlement Exhibit 2.

"TRWG" means the Terrestrial Resources Work Group established pursuant to Section 8.2.1 of this Agreement.

"Water Quality Plans" means the AISCPP, DOAP, FTSP, TAP, and TDGAP.

"Work Group" refers to any of the RRWG, CRWG, FAWG, TRWG and WQWG.

"Work Products" include the plans, study designs, reports, and facility designs required by the Project Documents to be filed with the Commission.

"WQWG" means the Water Quality Work Group established pursuant to Section 8.2.1 of this Agreement.

5. Scope of Settlement Agreement

5.1 Purpose

The Parties have entered into this Settlement Agreement for the purpose of resolving among them issues that have or could have been raised by the Parties in connection with the Commission order issuing a New License. Pursuant to the Parties' obligations and authorities under the FPA and subject to the reservations of authorities, including those set forth in Sections 6, 7.1.1, 7.2.2.1, 7.3.1, 7.3.3, 7.4.1, 7.4.2.4, 7.10.1.1, and 7.10.1.2.2, this Settlement Agreement establishes the Licensee's obligations for the protection, mitigation and enhancement ("PM&E") of resources affected by the Project. Each Party intends that this Settlement Agreement is consistent with and satisfies its currently applicable statutory and regulatory rights and responsibilities under the FPA and other applicable law with respect to relicensing of the Project. Each Party intends further that, subject to the terms of this Settlement Agreement, no resource protection measure or other License provision, other than those provided in the Settlement Exhibits, is necessary to be included within the New License in order to address Project effects or to satisfy the FPA and other applicable law with respect to relicensing of the Project. It also specifies the procedure to be used among the Parties to ensure that implementation of the New License is not inconsistent with the Settlement Agreement. The Parties agree that this Settlement Agreement is fair and reasonable, and consistent with the standards under the FPA. The Parties further agree that this Settlement Agreement provides sufficient PM&E measures for FERC to find a balance of beneficial uses and that the Settlement is in the public interest as required under Section 10 of the FPA.

5.2 No Precedent for Other Proceedings

This Settlement Agreement is made upon the express understanding that it constitutes a negotiated resolution among the Parties. Accordingly, nothing in the Settlement Agreement shall be construed as a precedent with regard to any other proceeding, and this Settlement Agreement (including its Settlement Exhibits, Appendices, and Attachments) shall not be offered in evidence in any pending or future proceeding in which a Party participates except in a proceeding to establish the existence or validity of, or to defend, implement, or enforce the Settlement Agreement. This section shall survive any termination of this Settlement Agreement.

5.3 Disclaimer

The Parties have entered into this Settlement Agreement in part to avoid the costs and uncertainty of a contested relicensing proceeding at FERC and the costs and uncertainty of litigation. A Party shall not be deemed to have consented to any operation, management, valuation, or other principle underlying any of the matters covered by this Settlement, except as expressly provided herein. By entering into this Settlement, a Party shall not be deemed to have made any admission or waived any contention of fact or law that it did make or could have made in any FERC proceeding relating to the issuance of a new license for the Project.

6. Reservation of Rights and Satisfaction of Legal Responsibilities

6.1 No Pre-Decisional Determination

Nothing in this Settlement Agreement is intended or shall be construed to be a pre-decisional determination by USFWS, BIA, USFS, WDFW or Ecology. Each Party may give due consideration to any material new information arising in the FERC licensing proceeding, 401 Certification process or ESA consultation, as appropriate under applicable law.

6.2 Reservation of Rights

6.2.1 Nothing in this Settlement Agreement is intended to, or shall be construed to, affect or limit the authority or obligation of any Party to fulfill its constitutional, statutory and regulatory responsibilities or to comply with any applicable judicial decision or order. Among other things, this reservation permits a reservation of authority in a 401 Certification, provided that each other Party reserves its right to contest the exercise of such reservation. This reservation also permits a reservation of authority in a Mandatory Term or Condition, provided that each other Party reserves its right to contest the exercise of such reservation.

6.2.2 Each Party reserves any authority it may have pursuant to the FPA in the event that: (a) the First Amendment is not filed with FERC; (b) the Party withdraws from this Agreement pursuant to the procedures set forth in Section 10.1; or (c) the Settlement Agreement is terminated pursuant to Section 10.3. Any other Party reserves the right to contest the existence and/or exercise of any such authority.

6.2.3 Nothing in this Settlement Agreement is intended to change, expand or reduce the application or interpretation of applicable laws. Throughout the Settlement

Agreement, certain entities are recognized as having "approval authority" for the purposes of the FERC license and it is the Parties' intent that such "approval authority" is only based on expected application of existing law, specifically the FPA sections 4(e) and 18 and CWA section 401. Other approvals may be required through separate Permit processes. Lastly, nothing in this Settlement Agreement changes, expands or reduces the legal jurisdiction or management authority of the individual Resource Agencies over natural resources.

6.3 Water Rights

Nothing in this Settlement Agreement is intended to, or shall be construed to, modify or alter any Party's existing, inchoate, or reserved water rights, if any, or SCL's pending application for the permitting of an additional non-consumptive hydropower water right (Surface Water Application No. S3-30594).

7. Settlement Agreement Commitments and Implementation

7.1 Filings and Submittals Consistent with Settlement Agreement

7.1.1 Except as provided in Section 7.4.2.1, each Party intends that, throughout the term of this Settlement Agreement, none of that Party's filings or other submittals regarding the Boundary Project with FERC or another regulatory agency will propose Material Modifications or will otherwise be inconsistent with this Settlement Agreement, unless necessary based on material new information or changed circumstances, or if required to fulfill new statutory, regulatory, or court-ordered responsibilities that become effective after the execution of this Agreement. Any Party who believes another Party has breached this provision must give the breaching Party Notice and a 30-day opportunity to cure the breach prior to initiating dispute resolution under Section 9 of this Settlement Agreement.

7.1.2 If a Party files a pleading or other document regarding the Boundary Project before FERC or another regulatory agency that advocates a Material Modification or is otherwise inconsistent with this Settlement Agreement, any other Party may defend by: (a) stating its opposition; (b) requesting that FERC or other regulatory agency disapprove the proposal; and (c) explaining what other reasonable provisions should be included in and/or excluded from the New License if the proposal is approved. Since the Parties recognize that a dispute that results in any of the defenses described in this section may threaten the viability of this Settlement, the Parties affirm their commitment to make best efforts to resolve any such dispute in a timely manner to avoid such results.

7.1.3 The Parties have not included a proposed duration for the New License in this Settlement Agreement. In pleadings and other documents filed with FERC, each Party may make whatever statements it believes are appropriate regarding a proposed duration for the New License. Any Party may request rehearing of FERC's decision on the duration of the New License but waives its right to judicial review of any FERC order on rehearing regarding the duration of the New License. The duration of the New License is not grounds for withdrawal from this Agreement and is not a basis for seeking modification of this Agreement.

7.2 Support Adoption of License Terms and Conditions

In the License Amendment Proceeding and all related proceedings in which they participate, all Parties shall support, as appropriate, incorporation of the Revised Proposed License Articles into the amended license issued by FERC.

7.2.1 Recommendations under Sections 10(a) and 10(j) and Comments Filed in the Context of the License Amendment Proceeding

Recommendations under FPA Sections 10(a) and 10(j) shall not contain or recommend a Material Modification. Any comments or responses to comments filed in the context of the License Amendment Proceeding shall not request a Material Modification.

7.2.2 Mandatory Terms and Conditions that Contain Material Modifications

7.2.2.1 If any of the Mandatory Terms and Conditions contain a Material Modification of this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the Mandatory Terms and Conditions unless a Party provides Notice to the other Parties that it objects and initiates dispute resolution under Section 9 of the Settlement Agreement within 30 days after the term or condition is filed with FERC. Dispute resolution will consider modifications to the Settlement Agreement or amendment of the Mandatory Term or Condition. If the USFS submits Section 4(e) conditions to FERC that are in all material respects consistent with the revised amended preliminary Section 4(e) conditions, attached to the First Amendment as First Amendment Exhibit 2, the Parties agree that those Section 4(e) conditions will not be considered to contain a Material Modification. If the DOI submits Section 18 prescriptions to FERC that are in the form of First Amendment Exhibit 3, Proposed License Articles 9 (B) (Upstream Fish Passage) and Revised Proposed License Article 9 (C) (Reduction of Project Related Entrainment Mortality) (contained in First Amendment Exhibit 1) or that generally reserve DOI's authorities consistent with the definition of Material Modification above, the Parties agree that those final Section 18 prescriptions will not be considered to contain a Material Modification.

7.2.2.2 A disputing Party may, in addition to the remedies described in Section 7.2.2.1 and to the extent provided by applicable law, seek administrative and/or judicial review of any Mandatory Term and Condition that contains a Material Modification of this Settlement Agreement. The Parties shall follow the dispute resolution process set forth in Section 9 of this Settlement Agreement to the extent reasonably practicable, in order to consider modification of this Settlement Agreement or amendment of the Mandatory Term or Condition, while such administrative or judicial review is pursued. If the Parties subsequently agree to modify this Settlement Agreement or amend the Mandatory Term or Condition, the disputing Party or Parties shall withdraw or dismiss any administrative or judicial action, or recommend such withdrawal or dismissal, as appropriate.

7.2.2.3 Except as provided in Section 7.5.2 or if this settlement is terminated pursuant to Section 10 of the Settlement Agreement, if any of the final Mandatory Terms and Conditions contain a Material Modification after a final and non-appealable

administrative or judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

7.2.3 Proceedings under the Energy Policy Act of 2005

Regarding any of the Mandatory Terms and Conditions filed with FERC in the License Amendment Proceeding that do not contain a Material Modification of this Settlement Agreement, each Party waives any right it may have to request an agency trial-type hearing on issues of material fact under Sections 4(e) and 18 of the FPA and to propose alternatives under Section 33 of the FPA. Under the foregoing circumstances, the Parties shall not support any trial-type hearing requested by any non-Party and will support USFS and DOI, as appropriate, if a trial-type hearing is requested by any non-Party. If a non-Party requests a trial-type hearing, the Parties may intervene to support the Mandatory Terms and Conditions, and USFS and DOI shall use good faith efforts to defend its challenged Mandatory Terms and Conditions. Notwithstanding the above, regarding any of the Mandatory Terms and Conditions filed with FERC in this License Amendment Proceeding that do contain a Material Modification of this Settlement Agreement, each Party reserves any rights to challenge the Mandatory Terms and Conditions or request an agency trial-type hearing on issues of material fact under Sections 4(e) and 18 of the FPA and to propose alternatives under Section 33 of the FPA.

7.3 ESA Consultation

7.3.1 Notwithstanding Section 5.1 hereof, the Parties recognize that FERC will consult and may confer with USFWS pursuant to Section 7 of the ESA on issuance of an amended license. USFWS anticipates that this Settlement Agreement, including the measures in First Amendment Exhibit 3, will be adequate to: (a) avoid a jeopardy finding for species presently listed as threatened or endangered; (b) avoid a finding of destruction or adverse modification of designated or proposed critical habitat for species presently listed as threatened or endangered; and (c) minimize incidental take of species presently listed as threatened or endangered. USFWS shall use reasonable efforts to exercise its authority under the ESA in a manner that allows this Agreement to be fulfilled. By signing the First Amendment, however, USFWS is not making a pre-decisional determination of the outcome of any consultation and expressly reserves the right to take such future actions as may be necessary to meet its obligations under the ESA.

7.3.2 If FERC requests a draft Biological Opinion ("BiOp"), the USFWS shall provide one to FERC. With FERC approval, USFWS will share the draft BiOp with the Licensee prior to issuing it in final form.

7.3.3 Nothing in this Settlement Agreement limits or waives the authority of USFWS to take whatever action it deems necessary if FERC modifies the Revised Proposed License Articles in a manner causing effects to listed species or critical habitat not previously analyzed, or fails to adopt as License conditions the terms and conditions in the Incidental Take Statements.

7.3.4 If the ESA consultation process results in an inconsistency that would require a Material Modification of this Settlement Agreement, this Settlement Agreement shall

be deemed modified to conform to the provisions of the BiOp, Incidental Take Statement, or Reasonable and Prudent Alternatives, unless a Party provides Notice to the other Parties that it objects to such modifications and initiates dispute resolution under Section 9 of this Settlement Agreement within 30 days after the BiOp is filed with FERC. If the provisions of the BiOp, Incidental Take Statement, or Reasonable and Prudent Alternatives contain a Material Modification of this Settlement Agreement, a Party may withdraw from this Settlement Agreement after the Parties comply with the dispute resolution process in Section 9 of this Settlement Agreement.

7.3.5 A disputing Party may, in addition and to the extent provided by applicable law, seek administrative and/or judicial review of any BiOp, Incidental Take Statement, or Reasonable and Prudent Alternative that would require a Material Modification of this Settlement Agreement. The Parties shall follow the dispute resolution process set forth in Section 9 of this Settlement Agreement to the extent reasonably practicable, in order to consider modification of this Settlement Agreement while such administrative or judicial review is pursued. If all Parties subsequently agree to modify this Settlement Agreement, the disputing Party or Parties shall withdraw or dismiss any administrative or judicial action, or recommend such withdrawal or dismissal as appropriate.

7.3.6 Unless this Settlement Agreement is terminated pursuant to Section 10 herein, if any BiOp would require a Material Modification of this Settlement Agreement after a final and non-appealable administrative or judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

7.4 Clean Water Act

7.4.1 Authorities under the CWA

Nothing in this Settlement Agreement is intended to or shall be construed to restrict or affect the authorities of Ecology under the CWA and other appropriate requirements of state law.

7.4.2 401 Certification

7.4.2.1 The Parties recognize that Ecology has not issued a 401 Certification related to the New License. Pursuant to FERC regulations, SCL will file the application set forth in Appendix 3 to request a Section 401 Water Quality Certification from Ecology. By entering into this Settlement Agreement, Ecology is not making a pre-decisional determination of the outcome of the 401 Certification. Implementation of the TAP set forth in Settlement Exhibit 9 is not an admission by SCL that the Project causes or contributes to a violation of applicable water quality standards for temperature or that the Project reservoir fails to comply with applicable water quality standards for temperature. Nor does the TAP serve as an admission by Ecology that the Project or reservoir are in compliance with applicable temperature standards. As necessary to preserve the above understanding regarding temperature, SCL reserves the right to appeal the 401 Certification as it relates to temperature, regardless of whether the certification contains a Material Modification of this Settlement Agreement. Further, entry into this Agreement does not restrict the right of any Party to appeal the

temperature Total Maximum Daily Load ("TMDL") for the applicable segment of the Pend Oreille River.

7.4.2.2 As to SCL's application for a 401 Certification, the Parties, other than Ecology, respectfully request that Ecology accept and incorporate, without Material Modifications, as conditions to the 401 Certification issued to SCL, all Proposed License Articles and the Water Quality Plans that are within Ecology's jurisdiction pursuant to Section 401 of the CWA. The Parties further request that Ecology not include as conditions to the 401 Certification conditions that constitute a Material Modification of the New License.

7.4.2.3 Consistent with Section 5.1, Ecology anticipates, based upon existing analyses and information, that the Proposed License Articles and Water Quality Plans will be consistent with Section 401 of the CWA.

7.4.2.4 Ecology reserves the right to amend its 401 Certification by further administrative order if it determines that, based upon new information, the provisions hereof are no longer adequate to provide reasonable assurance of compliance with applicable water quality standards or other appropriate requirements of state law.

7.4.3 401 Certification Inconsistent with Settlement Agreement

7.4.3.1 If Ecology denies with prejudice SCL's request for a 401 Certification, and such denial becomes final or is affirmed by a final and non-appealable administrative or judicial decision, and therefore prevents licensing of the Project, this Settlement Agreement shall terminate.

7.4.3.2 If any 401 Certification contains a Material Modification of this Settlement Agreement, this Settlement Agreement shall be deemed modified to conform to the provisions of the Certification, unless a Party provides Notice to the other Parties that it objects and initiates dispute resolution within 30 days after the Certification is filed with FERC. If any 401 Certification contains a Material Modification of this Settlement Agreement, an aggrieved Party may withdraw from this Settlement Agreement after the Parties comply with the dispute resolution process in Section 9 of this Agreement. A disputing Party may, in addition and to the extent provided by applicable law, seek administrative and/or judicial review of (a) any denial with prejudice of an SCL request for 401 Certification, or (b) any 401 Certification that contains a Material Modification of this Settlement Agreement. The Parties shall follow the dispute resolution process set forth in Section 9 of this Settlement Agreement to the extent reasonably practicable, in order to consider modification of this Settlement Agreement or amendment of the 401 Certification, while such administrative or judicial review is pursued. Ecology shall not be required to participate in such dispute resolution. If all Parties subsequently agree to modify this Settlement Agreement or amend the 401 Certification, the disputing Party or Parties shall withdraw or dismiss any administrative or judicial action, or recommend such withdrawal or dismissal, as appropriate.

7.4.3.3 Unless this Settlement Agreement is terminated pursuant to Section 7.4.3.1 or Section 10 herein, if the final 401 Certification contains a Material Modification of this Settlement Agreement after a final and non-appealable administrative or

judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

7.5 New License

7.5.1 New License that Does Not Materially Modify the Settlement Agreement

The Parties have entered into this Settlement Agreement with the express expectation and condition that FERC will issue a New License that incorporates, without Material Modification, the Proposed License Articles as enforceable License Articles. The Parties agree that if FERC does so, none of the Parties will seek rehearing of the FERC License order as to the Proposed License Articles, or support any such request for rehearing by a non-Party to this Settlement Agreement. If FERC issues a New License that contains a modification other than a Material Modification of the Settlement Agreement, SCL shall comply with both the New License and the Settlement Agreement to the extent legally permissible; if SCL cannot comply with both the New License and the Settlement Agreement, this Settlement Agreement shall be deemed modified to conform to the New License. If FERC issues a New License that incorporates, without Material Modification, the Proposed License Articles as enforceable License Articles, the Parties may only seek rehearing on issues not covered by the Settlement Agreement or License Articles. Any Party seeking rehearing on any issue shall provide Notice to the Parties as far in advance as practicable before filing a rehearing request. This provision shall not apply to Ecology if the New License is inconsistent with the 401 Certification, and shall not apply to a Party submitting a Mandatory Term and Condition or a term and condition of a BiOp, if the New License is inconsistent with that Mandatory Term and Condition or BiOp term or condition.

7.5.2 New License that Materially Modifies the Settlement Agreement

If FERC issues a New License that contains a Material Modification of the Settlement Agreement, this Settlement Agreement shall be deemed modified to conform to the modification unless (a) the Material Modification results from an omission of a requirement under the Settlement Agreement that obligated the Licensee to take some action and the Licensee can still lawfully take that action pursuant to the Settlement Agreement without violating any term of the license, or (b) a Party aggrieved by the Material Modification provides Notice to the other Parties that it objects and initiates dispute resolution under Section 9 of this Settlement Agreement within 30 days of the FERC order. For Modifications that fall within subpart a), the Licensee shall comply with the Settlement Agreement regardless of whether dispute resolution has been initiated.

7.5.2.1 Disputing Inconsistencies

The disputing Party or Parties may petition FERC for rehearing or seek judicial review of any New License article, or omission of any Proposed License Article, that results in a Material Modification of the Settlement Agreement. The Parties shall follow the dispute resolution process set forth in Section 9 of this Settlement Agreement while any such rehearing, appeal or request for stay or extension is pursued. Any disputing Party or Parties may ask FERC or the court to defer action on the merits of any rehearing request or appeal while dispute resolution is pursued. If all Parties subsequently agree to modify this Settlement Agreement to conform to the

inconsistent action, the disputing Party or Parties shall withdraw or dismiss any administrative or judicial action, or recommend such withdrawal or dismissal, as appropriate.

7.5.2.2 New License that Modifies the Project Boundary

FERC's modification of the Boundary Project boundary, in addition to the boundary modifications already proposed in the amended License Application Exhibit G to be filed contemporaneously with this Settlement Agreement, does not constitute a Material Modification of this Settlement Agreement under the following circumstances:

(a) the inclusion of the portion of Sullivan Creek in which the Mill Pond Decommissioning Plan requires work; and

(b) the inclusion of tributary sites where SCL proposes to engage in ground-disturbing activities.

1. It is the intent of the Parties that SCL not be required to perform any ground-disturbing activities at a site that presents evidence of contamination.

2. The Parties will use their reasonable best efforts to support SCL in the event it asks FERC to exclude from the project boundary lands that FERC has added in the New License beyond those specified in the amended License Application Exhibit G to be filed contemporaneously with this Settlement Agreement, which present a material risk of listing under CERCLA or MTCA. This provision shall not be interpreted to require any Party to make any filing with FERC.

If FERC further modifies the Boundary Project boundary in a manner that includes areas where SCL does not propose to engage in ground-disturbing activities or does not otherwise have a long term obligation at the site, SCL may request rehearing regarding such modification. SCL may represent in any request for rehearing of a boundary expansion that includes areas where SCL does not propose ground disturbing activities or otherwise have a long term obligation at the site that the Parties to this Agreement do not oppose its request for hearing. If after any final and non-appealable administrative or judicial decision regarding an expansion of the Project boundary site, the boundary has not been modified as requested, the boundary change may constitute a Material Modification.

7.6 Requests for Stay or Extension of Implementation

7.6.1 If the New License is challenged, a Party may at its discretion request from FERC or a court a stay or extension of any challenged obligation in the Proposed License Articles for the duration of the administrative or judicial review process. Any other Party may oppose the request for stay or extension.

7.6.2 The requesting Party shall contact the other Parties in advance of seeking a stay or extension and make reasonable efforts to discuss the scope of any request. Any Party that opposes a request for stay or extension shall contact the other Parties and make reasonable efforts to discuss the scope and extent of its opposition, prior to making any filing in opposition to FERC or the court.

7.7 Responsibility for Implementation

The Licensee shall implement its obligations under this Settlement Agreement and the New License. The Licensee shall not be excused from this obligation due to a failure by any other Party, entity or person to provide funding or carry out a duty, obligation, or responsibility it may have with respect to the Licensee's Project pursuant to other laws or agreements. Notwithstanding, the Licensee shall have no obligation to reimburse or otherwise pay any other Party for its assistance, participation, or cooperation in any activities pursuant to this Settlement Agreement or the New License unless expressly agreed to by the Licensee or as required by law. In the event of administrative rehearing or judicial review, Parties shall bear their own costs and attorneys' fees, unless otherwise provided by applicable law.

7.8 Availability of Funds

Implementation of this Settlement Agreement by any Party other than the Licensee is subject to the availability of funds. Nothing in this Settlement Agreement shall be interpreted as, or constitute a commitment or requirement that the federal agencies obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341, *et seq.*, and other applicable law. Nothing in this Settlement Agreement is intended or shall be construed to commit a federal official to expend federal funds not appropriated by Congress.

7.9 Permits

7.9.1 The Licensee shall apply for and use active and diligent efforts to obtain in a timely manner and in final form all applicable federal, state, regional, and local permits, licenses, authorizations, certifications, determinations, and other governmental approvals for purposes of implementing the New License. Active and diligent efforts include, but are not limited to, seeking appropriate administrative review of permitting decisions, reapplying as necessary, or timely submitting requested additional information. Permit applications shall be consistent with this Settlement Agreement. The Licensee shall pay all fees required by law related to such Permits. The Licensee shall not be held in breach of this Settlement Agreement if it cannot legally implement an action because all applicable Permits required for that action have been applied for but are not yet obtained, or because a necessary Permit has been denied or includes a Material Modification of the Settlement Agreement.

7.9.2 If a proceeding challenging any Permit required for the action has been commenced, the Licensee shall be under no obligation under this Settlement Agreement to implement the action or any related action until any such proceeding is terminated. If any Permit has been denied or challenged, includes a Material Modification of the Settlement Agreement, or is not obtained in a timely manner, the Parties shall confer to evaluate the effect of such event on implementation of this Settlement Agreement and the New License and to seek to develop actions to respond to that event.

7.9.3 The Parties recognize that a Permit delay or denial, or a Permit that contains a Material Modification of the Settlement Agreement, in itself does not alleviate the Licensee's responsibility to comply with a License Article but may be the basis for requesting FERC to amend the License. If the Parties do not agree on actions to respond to that event, a

Party may initiate dispute resolution pursuant to Section 9 to address the issue of necessary actions to respond to Permit delays or denials or Material Modifications. In the event that the Parties do not agree on actions to respond to a Permit delay or denial or Material Modifications, then the Permit delay or denial or Material Modifications may constitute material new information or a basis for withdrawal pursuant to Section 10.

7.9.4 Nothing in this Section shall be construed to limit the Licensee's right to apply for a Permit before issuance of the New License, provided that any such applications shall not contain a Material Modification of the Settlement Agreement.

7.10 Reopener or Amendment of the New License

7.10.1 Reopener by a Party Other than the Licensee

A Party other than the Licensee may request FERC to reopen the New License, or to open an annual license if necessary, based on material new information or changed circumstances, or if required to fulfill new statutory, regulatory, or court-ordered responsibilities that become effective after the execution of this Agreement. Each Party reserves all rights under applicable law to challenge any exercise of reserved authority at the time of the exercise of such authority, including any rights provided under Sections 4(e), 18, and 33 of the FPA, if the action would constitute a Material Modification of the Settlement Agreement or the New License.

7.10.2 Amendment of New License by Licensee

7.10.2.1 Amendments that Do Not Contain a Material Modification of the Settlement Agreement

The Licensee may seek amendments of its New License for operational improvements or efficiencies, routine amendments, or similar Project modifications that do not contain a Material Modification of the Settlement Agreement. Each Party reserves all rights under applicable law to challenge or comment on any application for a License amendment.

7.10.2.2 Amendments that Contain a Material Modification of Settlement Agreement

The Licensee may seek a License amendment as necessary for the Project that would contain a Material Modification of the Settlement Agreement to comply with any FERC directive pertaining to dam safety, flood control, or Project security. The Licensee may seek such License amendment following discussions with the Parties, in an effort to achieve consensus on the amendment proposal, including, if necessary, the initiation of dispute resolution under Section 9 of this Settlement Agreement.

Additionally, the Licensee may seek a License amendment that would contain a Material Modification of the Settlement Agreement in response to: (a) material new information, changed circumstances, or if required to fulfill new statutory, regulatory, or court-ordered responsibilities that become effective after the execution of this Agreement; (b) another Party's proposal to reopen under Section 7.10.1; (c) a non-Party's proposal to reopen the New License that would contain a Material Modification of the Settlement Agreement; or (d) a BiOp that would result in

a Material Modification of the Settlement Agreement issued after the time period for appeal of the New License has passed. Any proposal the Licensee may submit under (b) or (c) above would be conditional and withdrawn if FERC declines to adopt the other Party or non-Party's proposal; and the Licensee shall notify FERC of the conditional nature of its proposed amendment. Other Parties may oppose the Licensee's proposed amendment and comment and/or propose counter-amendments.

Each Party reserves all rights under applicable law to challenge or comment on any application for a License amendment. The provisions of this Settlement Agreement shall remain in effect as unmodified by any amendment until the effective date such amendment is approved by FERC.

7.10.3 Notice and Consultation Requirement for Reopener or License Amendment

Prior to seeking reopener or License amendment under Sections 7.10.1 or 7.10.2, a Party shall provide the proposed reopener or License amendment to the other Parties for review and comment at least 90 days before initiating the reopener or amendment process with FERC, and shall consult with the Parties starting at least 60 days before initiating the reopener or amendment process with FERC regarding the need for and purpose of the reopener or amendment.

A Party shall not be required to comply with this 90-day Notice and comment process if it reasonably believes an emergency situation exists or the Parties otherwise agree; and provided further, that the Party shall comply with any statutory or regulatory requirements for notice or consultation.

If a Party proposes a reopener or License amendment that another Party believes would contain a Material Modification of the Settlement Agreement or would adversely affect resources under its authority, and objects, then the dispute resolution provisions in Section 9 of this Settlement Agreement shall apply, and the objecting Party must invoke dispute resolution during the 90-day Notice period or waive its objection.

7.11 Amendment of Settlement Agreement

Except as otherwise provided, this Settlement Agreement may be amended at any time, from the Effective Date throughout its term, by written unanimous agreement of all Parties still in existence, including any successors.

7.12 Cooperation among Parties

The Parties shall cooperate in the implementation of this Settlement and the New License.

7.13 Vista House Road

Within six months after the Effective Date, SCL and Pend Oreille County may enter into an agreement providing for the County's operation, maintenance, and reconstruction of the Vista House Road under a USFS road easement. If SCL and Pend Oreille County do not enter into an agreement, SCL shall apply for a special use authorization from the USFS for up to a 30-year

term for the operation, maintenance and reconstruction of the Vista House Road within 12 months after issuance of the New License. As the USFS can only issue a special use authorization up to 30 years, SCL shall renew its special use authorization to cover any remaining term of the license prior to the expiration of the existing special use authorization. If Pend Oreille County acquires and later vacates the road easement, SCL shall apply for a special use authorization from the USFS for the remaining term of the New License for the operation, maintenance and reconstruction of the Vista House Road within 12 months after Pend Oreille County vacates the road easement.

7.14 Mill Pond Dam Removal and Restoration

SCL and the PUD shall undertake the removal of the Mill Pond Dam and related restoration, monitoring and maintenance work as provided in this Section. The Parties agree that this work will remove a fish passage barrier in the vicinity of the Boundary Project, providing potential access to 16 miles of spawning, rearing, overwintering and foraging habitat.

7.14.1 Mill Pond Dam Removal and Restoration Definition

Mill Pond Dam removal and restoration shall consist of all of the activities described in and under the Mill Pond Decommissioning Plan to be submitted as Appendix E to the Sullivan Creek Settlement Agreement.

7.14.2 Mill Pond Dam Monitoring and Maintenance Definition

Mill Pond monitoring and maintenance shall include all of the activities described in and under the Mill Pond Dam Site Monitoring and Maintenance license article for the Boundary Project set forth in Article 9(F) of Settlement Exhibit 1.

7.14.3 Roles and Responsibilities

7.14.3.1 SCL's Roles and Responsibilities

Through the Mill Pond Interlocal Agreement, SCL shall, as the contractor to the PUD, undertake all aspects of the removal of the Mill Pond Dam, as described in the Mill Pond Decommissioning Plan, Sullivan Creek Settlement Agreement, this Settlement Agreement and as approved by the Commission, other than those relating to the assessment and protection of cultural and historic resources. SCL shall also implement the Mill Pond Dam Site Monitoring and Maintenance license article for the Boundary Project as approved by the Commission.

7.14.3.2 PUD's Roles and Responsibilities

The PUD shall be responsible for the removal of the Mill Pond Dam, in the manner and according to the schedule described in the Mill Pond Decommissioning Plan, in the PUD's Sullivan Creek License Surrender Application. Through the Mill Pond Interlocal Agreement, the PUD authorizes SCL to undertake all aspects of the removal of the Mill Pond Dam, as described in the Mill Pond Decommissioning Plan and as approved by the Commission, other than those relating to the assessment and protection of cultural and historic resources. The PUD shall be

responsible for undertaking those aspects of the Mill Pond Decommissioning Plan relating to the assessment and protection of cultural and historic resources.

7.14.3.3 USFS's Roles and Responsibilities

USFS shall be responsible for the maintenance of the existing or new bridge to the heritage interpretative site at the Mill Pond Dam following the completion of construction activities relating to dam removal and channel restoration required by the Mill Pond Decommissioning Plan.

7.14.4 Material Modification

If, for any reason, Mill Pond Dam is not removed as provided in this Section, it shall constitute a Material Modification.

7.15 Cold Water Release from Sullivan Lake

SCL and the PUD shall jointly undertake the funding, design, permitting, construction, monitoring, operation, and maintenance of the cold water release facility as provided in this Section to improve native salmonid habitat conditions in Sullivan Creek and to provide cooler water input to the Pend Oreille River.

7.15.1 Cold Water Release Facility Definition

The cold water release facility shall consist of a gravity water supply 48 inches in diameter, with fish screens at the inlet, and using an existing low-level outlet from Sullivan Dam, all as described in Appendix F of the Sullivan Creek Settlement Agreement.

7.15.2 Roles and Responsibilities

7.15.2.1 SCL's Roles and Responsibilities

SCL shall be responsible for funding fifty percent (50%) of the actual design, permitting and construction costs, and 50% of the projected monitoring, operation, and maintenance costs, of the cold water release facility. As provided in the Cold Water Release MOA between SCL and the PUD, SCL shall pay its share of design costs, and projected monitoring and O&M costs, after final design, and SCL shall pay its share of permitting and construction costs after construction.

7.15.2.2 PUD's Roles and Responsibilities

The PUD shall include construction of the cold water release facility in its Sullivan Creek License Surrender Application, with construction of the facility to be complete within three years of FERC's issuance of the Sullivan Creek License Surrender Order. The PUD shall be responsible for funding all remaining costs, other than costs payable by SCL, of the design, permitting, construction, monitoring, operation, and maintenance of the cold water release facility. The PUD shall implement the design, permitting, construction, monitoring, operation, and maintenance of the cold water release facility. The PUD shall monitor, operate and maintain the cold water release facility in accordance with the Sullivan Creek Settlement Agreement,

specifically including those provisions relating to Sullivan Lake discharge rates and lake levels, and in accordance with Washington water quality standards as provided in the 401 Certification to be issued to the PUD.

7.15.3 Acknowledgements and Agreements

The Parties acknowledge that SCL's participation in the cold water release facility as provided in this section, together with the other actions required under the TAP, will directly contribute towards meeting any obligations SCL may have under the forthcoming temperature TMDL (Water Quality Improvement Plan) for the Pend Oreille River. The Parties further acknowledge that Ecology has exclusive jurisdiction to implement the TMDL in the Boundary Reach of the Pend Oreille River (from the Box Canyon tailrace to the Canadian border), including preparation of any Water Quality Implementation Plan. The Parties, other than Ecology and the Tribe, agree that they will not request or advocate in any proceeding that Ecology, the Commission or another entity require of SCL any additional measures relating to temperature in the Boundary Reach, over and above SCL's participation in the cold water release facility as provided in this section and the other requirements of the TAP (including without limitation Mill Pond Dam removal). Subject to Section 7.4.2.1, the Tribe agrees that, after the TMDL is issued by Ecology and the Tribe or by Ecology, the Tribe will not request or advocate in any proceeding that Ecology, the Commission or another entity require of SCL any additional measures relating to temperature in the Boundary Reach, over and above those required in the TMDL.

7.15.4 Material Modification

If, for any reason, the cold water release facility is not constructed as provided in this Section, it shall constitute a Material Modification; provided however, the requirement for construction of the cold water release facility pursuant to the Sullivan Creek SUA for the use and occupancy of USFS land, as a condition of surrender of the Sullivan Creek Project, shall not constitute a Material Modification.

7.16 Second Species Fund and Production of Fish for Regional Benefit

SCL shall undertake to provide funding for the Second Species Fund ("SSF") and to produce fish for the benefit of the Region as set forth in the Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits ("Interlocal Agreement") included as First Amendment Attachment 1. Termination of the Interlocal Agreement per the terms of the Interlocal Agreement Section 7(b) or 7(c) may constitute grounds for termination of this Settlement Agreement or for USFWS' exercise of its reserved Section 18 authority.

8. Boundary Resource Coordinating Committee and Work Groups

8.1 Boundary Resource Coordinating Committee

8.1.1 Formation and Purpose

Within 90 days after issuance of the New License, the Licensee shall convene the BRCC to oversee on a broad scale the integrated and efficient implementation of the PM&E measures as specified in the Project Documents. The BRCC will: (1) be comprised of one representative

from each signatory party; (2) meet annually to review a rolling three-year work plan that will include the preceding year, the current year, and the upcoming or "Out" year, consisting of a compilation of work plans of the individual Work Groups included in the annual reports (see Section 8.3.3.2); (3) ensure coordination among Work Groups; (4) review annual reports prepared by each Work Group; and (5) address issues affecting overall license implementation.

8.1.2 BRCC Membership

Each Party shall designate a primary representative to the BRCC at the initial meeting, or at any time thereafter with seven days notice. After the initial meeting, designation shall be by Notice to the Parties in accordance with Section 11.11 of the Settlement Agreement. Each member may name alternate representatives. A Party's failure to designate a representative shall not prevent the BRCC from convening or conducting its functions. Members of the BRCC may also serve on the Work Groups established in Section 8.2.1.

8.1.3 BRCC Initial Meeting

At the initial meeting, the BRCC shall establish:

8.1.3.1 Protocols for its annual meetings, including agenda development, timely distribution of materials, and location.

8.1.3.2 Common operating procedures for each Work Group (see Section 8.2), including agenda development (e.g., submission of agenda items), timely distribution of materials, location, and scheduling.

8.1.3.3 Procedures for each Work Group to review and approve the Licensee's implementation schedules that will describe on a month-to-month basis the specific actions that the Licensee plans to implement for the current year and actions planned for the following year (the "Out Year"). The schedule for the current year shall include a description of Project Documents, Work Products, or other materials that will be provided to the Work Groups. "Work Products" include the plans, study designs, reports, and facility designs required by the Project Documents to be filed with the Commission.

8.1.3.4 Protocols for documentation of PM&E measures implemented in the preceding year.

8.1.3.5 Each BRCC member shall also name its Work Group representatives.

8.1.4 BRCC Annual Meetings

BRCC annual meetings shall occur after all Work Group annual meetings and draft final annual reports (including the draft final rolling three-year work plan for that work group) but before the final annual work group reports are due to the Commission.

8.1.5 BRCC Meeting Minutes

The Licensee shall distribute minutes of the annual BRCC meetings, within 30 days of the meeting date, to BRCC members. Any comments, recommendations or questions raised during the annual meetings or in response to the meeting minutes shall be referred by the BRCC to the appropriate Work Group(s) for consideration and response.

8.1.6 BRCC Evaluation of Work Group Processes

The BRCC will evaluate the role, protocols and procedures of the Work Groups five years after issuance of the New License. The BRCC, with input from the Work Groups, will determine if protocols and procedures should remain the same, be modified or discontinued. The BRCC will re-evaluate Work Group roles and procedures periodically thereafter, throughout the term of the New License and any annual licenses.

8.1.7 Federal Advisory Committee Act

BRCC participation by state or federal agencies does not affect their responsibilities and authorities. Issues involving the exercise of agencies' specific authorities can be discussed, but decisions are not delegated to the BRCC. The BRCC does not provide consensus advice to any federal agency (consistent with the Federal Advisory Committee Act).

8.2 Work Groups

8.2.1 Work Group Formation and Purpose

The Licensee shall initially convene the Work Groups not later than 180 days after Commission issuance of the New License. Collaboration among the Parties on the specific requirements of the Project Documents will occur primarily through the Work Groups. At the initial meetings, each Work Group shall review the Project Documents, prioritize actions, and establish a list of tasks to be addressed over the current year and review and propose to the BRCC, as appropriate, revisions to the Work Group procedures established by the BRCC. The following Work Groups are hereby established with the voting members identified below:

8.2.1.1 FAWG Membership

The Licensee, USFWS, BIA, the Tribe, USFS, WDFW, Ecology, and SCA, or The Lands Council as an alternate participant, on behalf of the Hydropower Reform Coalition. The Licensee shall form a TAC when required by the FAMP. TAC members shall be chosen by the Licensee in consultation with and subject to the approval of the FAWG. TACs will be formed as necessary and disbanded upon the completion of their technical advisory assignments from the Licensee and the FAWG.

8.2.1.2 TRWG Membership

The Licensee, USFWS, USFS, WDFW, Ecology, and SCA, or The Lands Council as an alternate participant, on behalf of the Hydropower Reform Coalition.

8.2.1.3 RRWG Membership

The Licensee, USFS and NPS.

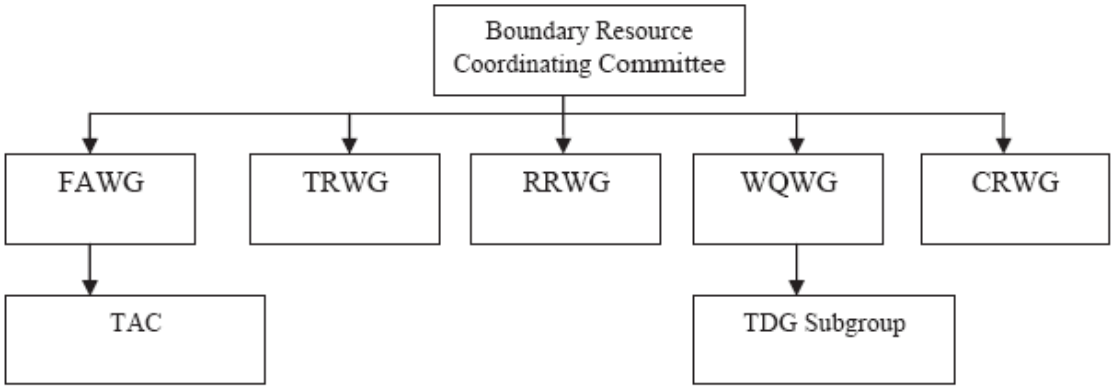
8.2.1.4 WQWG Membership

The Licensee, USFWS, BIA, the Tribe, USFS, WDFW, Ecology, and SCA, or The Lands Council as an alternate participant, on behalf of the Hydropower Reform Coalition. The WQWG will establish a TDG Subgroup, consisting of the Licensee, Ecology, WDFW, USFS and the Tribe to address progress on TDG.

8.2.1.5 CRWG Membership

The Licensee, BIA, the Tribe, and USFS. Washington Department of Archaeology & Historic Preservation and Bureau of Land Management will participate in the CRWG as defined by the Programmatic Agreement (Proposed License Article 7 in Settlement Exhibit 1).

Figure 1: Boundary Resource Coordinating Committee and Work Groups



8.2.2 New Work Group Voting Members

Any Party may join any Work Group at any time during the term of the New License with 30 days Notice to the current members of the Work Group. Any organization with plan-level authority (as opposed to only permitting authority) over issues addressed by a Work Group that is not a Party to the Settlement Agreement may become a voting member of any Work Group with 30 days' Notice to the Parties if: (1) the organization becomes a signatory of this Settlement Agreement; and (2) the organization agrees to abide by the protocols governing Work Group operations.

8.2.3 Work Group Non-Voting Members

Any other organization or a member of the public may volunteer to serve as a non-voting participant on a Work Group upon 30 days' Notice to the current members of the Work Group and with the approval of the voting members. To qualify, the organization or member of the public must: (1) identify an interest affected by the decisions of the Work Group; (2) agree to

abide by consensus decisions of the voting members; and (3) agree to abide by the protocols governing Work Group operations. A non-voting participant has no decision-making authority within the Work Group (i.e., no voting rights or ability to elevate an issue to dispute resolution). Volunteer participants may be removed from a Work Group by consensus of the voting members with 30 days Notice.

8.2.4 Work Group Voting Member Representatives

Each Party shall designate primary representative(s) to the Work Groups at the initial meeting of the BRCC, or at any time thereafter with seven days notice. After the initial BRCC meeting, designation shall be by Notice to the Parties in accordance with Section 11.11 of the Settlement Agreement. Each member may name alternate representatives to the Work Groups. A Party's failure to designate a representative shall not prevent Work Groups from convening or conducting their functions.

8.2.5 Federal Advisory Committee Act

Work Group participation by state or federal agencies does not affect their statutory responsibilities and authorities. Issues involving the exercise of agencies' specific authorities can be discussed, but decisions are not delegated to the Work Groups. Work Groups do not provide consensus advice to any federal agency (consistent with the Federal Advisory Committee Act).

8.2.6 Work Group Coordination

Any Party may engage on any specific issue within a Work Group on a timely basis, regardless of whether that Party is a current member of the Work Group, and the Licensee shall treat all comments received from a Party under the same provisions that apply to Work Group members. All Work Groups will coordinate among one another if they identify issues through their deliberations that may be of interest to or affect another Work Group or Party.

8.2.7 Work Group Role

The Licensee shall consult with the Work Groups on all aspects of the Work Products. Work Groups will convene as needed to meet the consultation requirements of the Project Documents, but at least annually for the license term and any annual licenses (see Section 8.3.3).

8.2.8 Consensus Defined

Work Groups shall make decisions by consensus. Consensus is achieved when all voting members cast a supportive or neutral vote or have abstained from the decision. When any vote is taken at a meeting on a Work Product, the Licensee shall provide the results to and seek the vote of non-present members within three days. Work Group members not present must inform the Licensee and other Work Group members of their vote on the Work Product within 10 days after the meeting or they shall be deemed to have abstained from the decision.

8.2.9 Work Group Consultation Process

Where the Project Documents require consultation on a Work Product, the Licensee shall strive to, at a minimum, provide Work Group members with a draft Work Product for at least 30 days to review and comment (which the Licensee may reasonably extend upon request of a voting member if needed to facilitate consultation). At the conclusion of this review period, if needed, the Licensee shall convene at least one Work Group meeting to discuss the draft Work Product and attempt to reach consensus with Work Group members. If consensus is achieved, the Licensee shall file with the Commission the Work Product and documentation of all consultations with the Work Group, any concerns and responses thereto, and any other written comments provided to the Licensee. If the final Work Product has been modified in any substantive way by the Licensee in response to comments or otherwise, the Licensee shall provide a new final version to Work Group members 10 days before filing it with the Commission.

8.2.10 Elevation of Work Group Decisions to Dispute Resolution

If consensus is not achieved, any voting member may elevate the issue for dispute resolution as provided in Section 9. The voting member objecting to the Work Product must provide a rationale, supporting documentation, and a proposed resolution of the issue for review. This information shall be provided to the Licensee by the objecting member within 10 days of the Work Group meeting pursuant to the Notice provisions in Section 11.11 of the Settlement Agreement. The Licensee shall provide the information to voting members concurrent with its Notice of Issue Elevation.

8.2.11 Impact of Dispute Resolution and Agency Approval Process on FERC Filing Deadlines

If the dispute is not resolved prior to the date the Licensee is required to make a filing, the Licensee shall make the filing and shall describe to the Commission how the Licensee's filing accommodates any comments and recommendations of the Work Group members. If the Licensee's filing does not adopt a recommendation, the filing will include the Licensee's reasons based on Project-specific information. If any necessary agency approval has not been obtained, the Licensee also shall provide an explanation of why the approval was not obtained. The Licensee shall provide the Commission with a copy of any comments and recommendations provided by Work Group members during consultation. Work Group members may submit their own comments to the Commission.

8.2.12 Agency Approval

Prior to implementing a Work Product, the Licensee shall obtain any necessary Commission approval and any necessary agency approval. Where a Project Document identifies an agency with approval authority, the Licensee shall proceed in a manner consistent with the approval of that agency.

8.2.13 Agency Approval Process

When agency approval is required by the Project Documents, that approval must be provided in writing by the approving agency(s). The approving agency(s) will strive to ensure that written approvals are provided to the Licensee in advance of FERC filing deadlines. To facilitate this process, the Licensee shall provide all final Work Products requiring agency approval to the approving agency at least 30 days prior to the FERC filing deadline or as otherwise noted in the Project Documents, and shall identify whether consensus among Work Group voting members has been achieved. If consensus has not been achieved, the Licensee shall identify efforts taken to resolve the dispute and shall propose a resolution for consideration by the approving agency. Unless an extension would cause the Licensee to miss a FERC filing deadline, the Licensee shall, if requested by an agency with approval authority, grant a 30-day extension for completion of the agency approval process; provided, however, that in the event that granting such an extension delays the Licensee's ability to take action, the schedule for such action will be adjusted.

8.2.14 Agency Involvement in Work Groups

The position of other members does not override an agency's approval, which is an independent authority. The agency with such approval authority will convey its determination to the Licensee, the Work Group, and the Commission. Notwithstanding, agencies do not waive or relinquish in any respect any approval authorities under the Federal Power Act or other applicable law through their participation in the Work Group consensus process and any subsequent dispute resolution process. While the goal of the Work Groups is consensus decision-making where possible, nothing in the Settlement Agreement is intended to transfer legal authority or jurisdiction from any party to any other.

8.2.15 Work Group Member Withdrawal

Any member of any Work Group may withdraw from that Work Group upon Notice to the Licensee. The Licensee shall provide Notice to other Work Group members in the event of a member withdrawal. Any Party that withdraws from this Settlement Agreement shall be deemed to have withdrawn from all Work Groups.

8.3 Meeting Provisions

8.3.1 Work Group Chairs and Facilitators

The Licensee shall arrange, administer, and chair all meetings. Upon request of a majority of voting members in the Work Group(s), the Licensee shall provide a meeting facilitator(s). Selection of a facilitator(s) will be done in consultation with and for approval by the affected Work Group voting members. The Licensee (either by its own submission or through the facilitator) shall provide no fewer than 10 days prior Notice of any meeting, unless otherwise agreed to by the members of the BRCC or Work Group(s), or required in order to meet a license deadline or an emergency circumstance.

8.3.2 Work Group Meeting Minutes

The Licensee (either by its own submission or through the facilitator) shall provide draft meeting minutes within 10 days after a meeting to members of the Work Group, who shall have 10 days to provide any comments. The Licensee shall distribute final meeting minutes within 30 days of the meeting. Meeting minutes will include Work Group action items, a summary of issues discussed, decisions reached, and member concerns. However, when agency or Work Group approvals of specific actions are required, as identified in the Project Documents, the Licensee shall follow procedures identified in Section 8.2.13. The Licensee shall provide Work Group meeting minutes and products to any Party upon request.

8.3.3 Work Group Annual Meeting

The Licensee shall convene annual Work Group meetings to review the previous year's actions and implementation status and to discuss planned activities for the current calendar year and the Out Year. The Licensee shall provide at least 30 days Notice for the annual meetings. An annual meeting may be cancelled by consensus of Work Group members or by the Licensee if no members of the Work Group respond to the Licensee's annual meeting Notice. However, to ensure continued communication and coordination, no more than two consecutive annual meetings of a Work Group may be cancelled.

8.3.3.1 Work Group Annual Reports

Prior to providing Notice for an annual Work Group meeting, the Licensee shall prepare a draft annual report. The Licensee shall provide the draft annual report to Work Group members no later than the time that it provides the 30-day Notice for the annual meeting. Work Group members shall submit any comments and recommendations on the annual report in writing to the Licensee at or before the annual meeting and may provide verbal comments at the meeting. If the Licensee makes substantive revisions to the annual report after the meeting, the Licensee shall circulate the revised report within 10 days of the meeting, and Work Group members may provide additional comments within 10 days of the Licensee's distribution of the revised report. Receipt of further comments does not trigger further circulation of drafts and solicitation of comments. The Licensee shall file with the Commission a final annual report and response to comments and recommendations on the draft report within 60 days after the annual meeting. A copy of the final report will be provided to the Work Group members.

8.3.3.2 Contents of Work Group Annual Reports

The Licensee shall include, at a minimum, the following information in the annual reports:

(a) A rolling, three-year work plan documenting the implementation of PM&E measures in the preceding year, a month by month description of the specific actions that the Licensee plans to implement for the current year and a summary of actions proposed in the Out Year. Specific elements of this plan include:

(i) A summary of the actions implemented during the previous calendar year; such as field testing and studies, compliance monitoring, design and construction, and other analyses.

(ii) Summaries of results of any monitoring or studies conducted during the previous year, conclusions that the Licensee draws from the results, and any proposed changes to the Project Documents based on the results.

(iii) The implementation schedule for the current year.

(iv) The implementation schedule for the Out Year.

(b) A discussion of any substantial differences between the actions required in the Project Documents and the actions that the Licensee implemented, including consultation comment letters, explanations and any necessary agency or Work Group approvals for any substantial differences.

(c) A discussion of any significant differences between the implementation schedule in the Project Documents and the schedule for the actions the Licensee plans to implement during the year, including an explanation for any significant differences.

(d) Documentation of consultation with the respective Work Groups and any required agency or Work Group approvals in the previous year.

(e) Identification of any issues or Project Document requirements that would benefit from coordination between Work Groups and discussion at the annual BRCC meeting.

8.3.4 Management Plan Review and Amendment

An amendment is any change to the text of a Management Plan. All amendments require FERC approval before they become effective.

8.3.4.1 Scheduled review

The Licensee in consultation with the Work Groups shall review the Management Plans and amend them if needed on the schedule established in each of the plans. The need for amending the Management Plans will be discussed with the Work Group during the annual meeting in the year in which the review is scheduled to occur. If the Work Group determines an amendment to a Management Plan is not needed, this decision will be documented in the Rolling 3-Year Annual Report/Work Plan for the year in which the review is conducted.

The Licensee will compile a running list of potential changes to each Management Plan suggested by the Work Group. This list will be compiled from sources such as monitoring and

be included in the Rolling 3-Year Annual Report/Work Plan for consideration during the next review/amendment cycle.

8.3.4.2 Unscheduled review

Amendments to Management Plans may be proposed based on changes in resource conditions resulting from unforeseen effects, from new or existing Project-related activities, or from natural events in the Project area. Amendments may also be warranted if monitoring or other observations indicate that resource objectives are not being met and/or it is determined that a specific PM&E measure is not providing the intended result. The proposed amended Management Plan will document the rationale for changes and the consultation process with the Work Group.

8.3.4.3 Amendment process

The Licensee will be responsible for preparing the draft and final proposed amended Management Plan, coordinating the review process and schedule with the Work Group, consulting with the Parties as set forth in Section 8.2.9, obtaining all necessary agency approvals as set forth in Section 8.2.13, and submitting the final proposed amended Management Plan to FERC. Failure of the approving agency to respond to a request for approval within 60 days shall be deemed to constitute approval.

8.3.5 Cost of Work Group Meetings

The Licensee shall bear all meeting room rental, materials, and similar costs associated with conducting BRCC and Work Group meetings. Each member or other participant will bear its own cost of attendance, unless otherwise agreed to by the Licensee.

8.4 Conflict Between Revised Proposed License Articles and Fish and Aquatics Management Plan

To the extent a conflict arises between the terms of the Revised Proposed License Articles and the Fish and Aquatics Management Plan ("FAMP"), the Revised Proposed License Articles take precedence and the FAMP shall be interpreted in a manner that is consistent with the Revised Proposed License Articles.

9. Dispute Resolution

9.1 General Applicability

9.1.1 The Parties agree to use the following alternative dispute resolution process to resolve disputes related to this Settlement Agreement and the Proposed License Articles, unless otherwise specifically provided in this Settlement Agreement or precluded by statute or agency regulation.

9.1.2 Within five days of a Party initiating dispute resolution under this Section 9, if the dispute resolution proceedings are relevant to a FERC proceeding, the Party shall provide Notice to FERC that dispute resolution has been initiated. Such Notice will

identify the portions of the FERC filing that are related to the dispute but need not discuss the nature of the dispute or the Parties' positions.

9.1.3 The Parties agree to devote such time and attention to dispute resolution as necessary and reasonable to attempt to resolve the dispute at the earliest time possible; and each Party will cooperate in good faith promptly to schedule, attend, and participate in dispute resolution. Each Party will promptly implement all final agreements reached, consistent with its applicable statutory and regulatory responsibilities.

9.1.4 The dispute resolution provisions of this Settlement shall not apply to Ecology insofar as Ecology is exercising its statutory authority to enforce the requirements of a CWA 401 Certification, applicable water quality requirements, or other appropriate requirements of state law. However, Ecology, in its sole discretion, may choose upon specific request to participate in a dispute resolution process in such circumstances.

9.2 Dispute Resolution Procedures

9.2.1 Dispute Initiation Notice

A Party claiming a dispute shall provide timely Notice to the other Parties, describing the matter(s) in dispute and any proposed relief or resolution. Each Party that wishes to participate in dispute resolution shall provide written Notice to the other Parties within 20 days of receiving the dispute initiation Notice. If a dispute initially arises within a Work Group as described in Section 9.2.3, the Party claiming a dispute shall provide timely Notice only to the other Parties that are members of the relevant Work Group. If the dispute is not resolved within the Work Group as described in Section 9.2.3, the Party claiming a dispute shall provide timely Notice to all Parties when the dispute is referred to the Dispute Resolution Committee, describing the matter(s) still in dispute and any proposed relief or resolution.

9.2.2 General Dispute Resolution Procedures

9.2.2.1 The Parties have designated upper-level management Party representatives in Appendix 2 to serve on the Dispute Resolution Committee in the event that the dispute resolution procedures in Section 9 of this Settlement Agreement are necessary. The members of the Dispute Resolution Committee will not be members of the Work Groups established in Section 8.2.1 or the BRCC established in Section 8.1. The members of the Dispute Resolution Committee should be management level representatives of their respective organizations.

9.2.2.2 Except as provided in Section 9.2.3, any dispute arising outside the context of the Work Group process will first be addressed among the disputing Parties. The disputing Parties shall hold at least two informal meetings to resolve the dispute, unless agreed otherwise, commencing within 30 days after the dispute initiation Notice and concluding within 60 days of the first meeting. The 60-day period may be extended upon mutual agreement of the disputing Parties. If the disputing Parties are unable to resolve the dispute by mutual agreement, at least one meeting will be held by the Dispute Resolution Committee to seek resolution. If the Dispute Resolution Committee fails to resolve the dispute by consensus (as defined in Section 8.2.8) within 60 days of Notice to the Dispute Resolution Committee, the

Dispute Resolution Committee may, by unanimous consent, agree to mediation and proceed as described in Section 9.2.6. The Party giving Notice of the dispute shall be responsible for coordinating all meetings under this Section and shall make good faith efforts to coordinate a meeting time and location satisfactory to all disputing Parties.

9.2.3 Resolution of Disputes for Work Groups

Any dispute among the members of a Work Group will first be addressed at the level of the Work Group. Only voting members of a Work Group, pursuant to Sections 8.2.1 and 8.2.2, have the right under this Settlement Agreement to initiate dispute resolution pursuant to Section 9. To initiate dispute resolution, a Work Group member claiming a dispute will give Notice of the dispute as described in Section 9.2.1. Within 20 days after such Notice of a dispute, SCL will convene at least one meeting of the Work Group in person or by conference call to attempt to resolve the dispute. The Work Group procedures set forth in Section 8.2.8 will apply to the meeting. If the dispute is not resolved by the Work Group within 15 days after the meeting, a Work Group member may notify the other Work Group members that this effort to resolve the dispute has failed, in which case SCL will refer the dispute to the Dispute Resolution Committee and follow the procedure described in Section 9.2.2.2.

9.2.4 Costs for Dispute Resolution

Unless otherwise agreed among the Parties, each Party will bear its costs for its own participation in a dispute resolution process.

9.2.5 Continued Operation of the Project and FERC Filings During Dispute Resolution

Pending resolution of any dispute under this Section 9, and subject to the authority of FERC or another agency with jurisdiction to order otherwise and the Parties' reservation of remedies, the Licensee may continue operating the Project in the manner of its operation immediately before the time when the dispute arose. Pending resolution of any dispute, the Licensee may make a FERC filing relating to a disputed issue in order to comply with FERC filing requirements. Any other Party may oppose or respond to the Licensee's filing.

9.2.6 Mediation

If mediation is agreed to under Section 9.2.2.2, the Dispute Resolution Committee shall choose a mediator within 30 days of the conclusion of the meetings described in Section 9.2.2.2. Mediation shall not occur if the Dispute Resolution Committee cannot unanimously agree on the allocation of costs for the mediator or choice of mediator. The mediation process shall be concluded not later than 60 days after the mediator is selected. The above time periods may be shortened or lengthened by consensus (as defined in Section 8.2.8) of the Dispute Resolution Committee.

9.2.7 Dispute Resolution Notice

The Party initially giving Notice of the dispute shall provide Notice to all Parties and FERC, if FERC was noticed under Section 9.1.2, of the result of the dispute resolution process.

9.2.8 FERC Filings after Dispute Resolution

If a dispute relating to an issue that was the subject of a FERC filing is successfully resolved, the Licensee shall inform FERC of the outcome of dispute resolution. If the Licensee is required to make a FERC filing relating to an issue that was not successfully resolved through dispute resolution, such filing will include the Licensee's reasons, based on Project-specific information, for not adopting a Party's recommendation or for seeking FERC approval without obtaining agency approval. Any other Party may oppose or respond to the Licensee's filing.

9.2.9 Effect of Dispute Resolution on Other Proceedings

The dispute resolution process in this Section 9 does not preclude any Party from timely filing and pursuing an action for administrative or judicial relief of any FERC order, compliance matter, or other regulatory action related to the New License; provided that any such Party shall initiate dispute resolution pursuant to this Section 9 as soon as practicable thereafter or concurrently therewith.

9.3 Remedies

The Parties reserve all remedies for material breach of the Project License or this Settlement Agreement, including seeking a License amendment or other appropriate relief from FERC.

10. Withdrawal from Settlement Agreement

10.1 Withdrawal of a Party from Settlement Agreement

10.1.1 The Party whose interests are adversely affected by a Material Modification or a Party's action that is materially inconsistent with the terms of this Settlement Agreement or New License may withdraw from this Settlement Agreement. A Party may withdraw under this Section only after the Parties comply with the dispute resolution process in Section 9 of this Settlement Agreement. Following completion of the dispute resolution process, the aggrieved Party shall provide Notice to the other Parties of its withdrawal from this Settlement Agreement, pursuant to Section 11.11. In addition, when a Party ceases to exist and has no successors or assigns, it will be deemed to have withdrawn from this Settlement Agreement, but such withdrawal will not give any other Party the right to withdraw.

10.1.2 If the Licensee is required to make a FERC filing addressing an issue(s) not successfully resolved through dispute resolution pursuant to Section 9, no Party involved in that dispute may withdraw from this Settlement Agreement until FERC issues an order on the Licensee's filing. Any Party materially aggrieved by the FERC order as it relates to the disputed matter may then withdraw pursuant to this Section 10, seek rehearing before FERC, and/or exercise any other remedy available under applicable law. For issues that do not require a FERC filing, the disputing Party or Parties may withdraw from this Settlement Agreement following completion of the dispute resolution process set forth in Section 9.

10.2 Effective Date of Withdrawal

If dispute resolution is unsuccessful and the aggrieved Party provides Notice of withdrawal, the withdrawal shall become effective 10 calendar days after such Notice.

10.3 Termination of Settlement Agreement

Upon expiration of the New License and any subsequent annual license(s), or upon withdrawal from this Settlement Agreement by the Licensee, or upon a denial of 401 Certification as set forth in Section 7.4.3.1, this Settlement Agreement shall terminate as to all Parties and have no force or effect, except that all Parties shall continue to be bound by Sections 5.2 and 11.1, which shall survive termination. The withdrawal of any Party other than the Licensee does not automatically terminate this Settlement Agreement for the remaining Parties. However, the remaining Parties will meet within 20 days, or as otherwise agreed, to discuss the effect of the withdrawal and whether they will continue to operate under the Agreement. A withdrawing Party shall not be bound by any term contained in this Settlement Agreement, except Sections 5.2 and 11.1.

11. Miscellaneous

11.1 Settlement Agreement Negotiations Privileged and Confidential

Unless the Parties agree otherwise, all discussions, communications, drafts, work papers, and notes relating to this Settlement Agreement and created prior to the Effective Date shall be deemed confidential and shall not be discoverable or admissible in any forum or proceeding for any purposes to the fullest extent allowed by applicable law, including 18 C.F.R. § 385.606, except (a) those documents submitted to FERC as a part of the Offer of Settlement; (b) all documents cited by the documents included with the Offer of Settlement; and (c) final resource studies developed for use by the Parties. The provision does not apply to any information that was in the public domain prior to the development of the Settlement Agreement or that became part of the public domain at some later time through no unauthorized act or omission by any Party. The provision does not apply to any information held by: (a) a federal agency that is not protected from disclosure pursuant to the Freedom of Information Act; or (b) a Washington State agency that is not protected from disclosure under the Public Records Act, RCW 42.56, *et seq.*, or other applicable law; provided, however, that prior to the release of any such information, the federal or state agency shall make reasonable efforts to notify all Parties of receipt of a request for release of the information and a reasonable opportunity for any Party to seek a protective order preventing the disclosure of the information as is consistent with that agency's obligations under the law. This Section 11.1 shall survive termination of the Settlement Agreement.

11.2 Severability of Terms of Settlement Agreement

This Settlement Agreement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire Settlement Agreement. Notwithstanding, if a court rules that any provision in this Settlement Agreement is invalid, the Parties agree to meet and confer regarding the continued viability of this Settlement Agreement.

11.3 No Third Party Beneficiaries

This Settlement Agreement shall not create any right or interest in any member of the public as a third-party beneficiary and shall not authorize any non-Party to maintain a suit at law or equity pursuant to this Settlement Agreement. The duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law.

11.4 Successors, Transferees and Assigns

This Settlement Agreement shall apply to and be binding on the Parties and their successors and assigns. Any voluntary assignment by a Party shall not be effective unless approved by the Licensee, which approval shall not be unreasonably withheld. A partial assignment is not permitted. After the Licensee's approval of the assignment, the assignee shall sign this Settlement Agreement and become a Party.

11.4.1 Succession

In the event of succession by any Party, whether by statute, executive order or operation of law or contract, or any other involuntary means, the successor shall become a Party to and be bound by the terms of this Settlement Agreement, to the extent permitted by law.

11.4.2 Continuation of Certain Obligations

Upon completion of a succession or assignment, the initial Party shall no longer be a Party to this Settlement Agreement. It shall continue to be bound by Sections 5.2 and 11.1.

No change in ownership of the Project or transfer of the existing or New License by the Licensee shall in any way modify or otherwise affect any other Party's interests, rights, responsibilities or obligations under this Settlement Agreement. Unless prohibited by applicable law, the Licensee shall provide in any transaction for a change in ownership of its Project or transfer of its existing or New License, that such new owner shall be bound by, and shall assume the rights and obligations of the Licensee under this Settlement Agreement upon completion of the change of ownership and approval by FERC of the License transfer.

11.4.3 Notice

The Licensee transferring pursuant to Section 11.4 or an assigning Party shall provide Notice to the other Parties at least 30 days prior to the proposed effective date of such transfer or assignment.

11.5 No Liability for Force Majeure

No Party shall be in breach of its obligations or liable to any other Party for breach of this Settlement Agreement as a result of a failure to perform if said performance is made impracticable due to an event of *Force Majeure*. The term "*Force Majeure*" means any cause reasonably beyond the Party's control, whether unforeseen, foreseen, foreseeable, or unforeseeable, including but not limited to: acts of God, fire, war, insurrection, civil disturbance, explosion; adverse weather conditions that could not be reasonably anticipated causing unusual

delay in transportation and/or field work activities; restraint by court order or order of public authority; inability to obtain—after exercise of reasonable diligence, timely submittal of all applicable applications, and exhaustion of available administrative and judicial remedies—any necessary authorizations, approvals, Permits or licenses due to action or inaction of any non-SCL governmental agency or authority; or labor disputes or strikes which are reasonably beyond the control of the Party seeking excuse from performance. *Force Majeure* does not include lack of resources.

11.6 Process to Respond to Force Majeure Event

The Party whose performance is affected by *Force Majeure* shall provide Notice to the other Parties as soon as reasonably practicable. This Notice shall include: (a) a description of the event causing the delay or anticipated delay; (b) an estimate of the anticipated length of the delay; (c) a description of the measures taken or to be taken to avoid or minimize the delay; and (d) a proposed timetable for the implementation of the measures or performance of the obligation. The affected Party shall make all reasonable efforts to promptly resume performance of the obligation. It shall provide verbal notice and written Notice when it resumes performance of the obligation. If an event of *Force Majeure* prevents performance of one or more PM&E measures for a prolonged period, the Parties recognize that re-initiation of consultation under the ESA may be required.

11.7 Waiver

The failure of any Party to insist, on any occasion, upon strict performance of any provision of this Settlement Agreement shall not be considered a waiver of any obligation, right or duty of, or imposed upon, such Party.

11.8 Governing Law and Venue

11.8.1 Governing Law

The New License shall be governed, construed, and enforced in accordance with federal law and regulation.

11.8.2 Venue

By executing this Settlement Agreement, no federal agency is consenting to the jurisdiction of a state court unless such jurisdiction otherwise exists. In the event an action proceeds in state court, the action shall be brought in the courts of the State of Washington.

11.8.3 Tribal Sovereign Immunity Waiver and Consent to Federal Court Jurisdiction

The Tribe expressly waives any claim or assertion of sovereign immunity from an action by SCL to interpret or enforce any provision or rights granted in this Settlement Agreement. The Tribe consents to the jurisdiction of the federal courts for any dispute involving the interpretation or enforcement of this Settlement Agreement.

11.9 Elected Officials, Employees and Agents Not to Benefit

No elected officials, employees or agents thereof shall be entitled to any share or part of this Settlement Agreement or to any benefit that may arise from it.

11.10 Relationship of the Parties

Except as otherwise expressly set forth herein, nothing contained in this Settlement Agreement is intended or shall be construed to create an association, trust, partnership or joint venture, or impose any trust or partnership duty, obligation or liability on any Party, or create an agency relationship between or among the Parties or between any Party and any employee of any other Party.

11.11 Notice

11.11.1 Any Notice required by this Settlement Agreement shall be written. If practicable, Notice shall be provided by e-mail or facsimile to all Parties. Notice shall also be sent to all Parties by first-class mail or comparable method of distribution, and as applicable shall be filed with FERC. Members of a Work Group may agree that any Notice relating to activities of the Work Group shall be sufficient if provided only by e-mail.

11.11.2 For the purposes of this Settlement Agreement, and unless otherwise specified, a Notice, including Notice via e-mail or facsimile, shall be effective upon receipt, but if provided only by U.S. Mail, seven days after the date on which it is mailed. When this Settlement Agreement requires Notice in fewer than seven days, Notice shall be provided by facsimile or e-mail and shall be effective when provided.

11.11.3 For the purpose of Notice, the list of authorized representatives of the Parties as of the Effective Date is attached as Appendix 1. The Parties shall provide Notice of any change in the authorized representatives designated in Appendix 1, and the Licensee shall maintain the current distribution list of such representatives. The Parties acknowledge their responsibility to keep the other Parties informed of their current address, telephone, facsimile and e-mail information. Notice obligations under this Section 11.11 are in addition to any notice provisions required by applicable law.

11.12 Entire Agreement

This Settlement Agreement contains the complete and exclusive agreement among all of the Parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, agreements in principle, and other writings prior to the Effective Date of this Settlement Agreement, with respect to its subject matter. Nothing in this Agreement shall be interpreted to supersede, modify or limit the effectiveness of the Sullivan Creek Settlement Agreement.

11.13 Section Titles for Convenience Only

Section titles in this Settlement Agreement are used only for convenience of reference and organization, and shall not be used to modify, explain, or interpret any Settlement Agreement provisions or the Parties' intentions.

11.14 Costs

Unless otherwise provided in this Settlement Agreement, each Party shall bear its own costs of implementing this Settlement Agreement.

11.15 Time

All time is specified in number of days. The day of the triggering event is excluded from the count. For any time period that is five days or less, intervening Saturdays, Sundays and legal holidays are excluded. For any time period over five days, all intervening Saturdays, Sundays and legal holidays are included. The last day is included, but if it falls on a Saturday, Sunday or legal holiday, the time is extended to the following non-Saturday, Sunday or legal holiday.

12. Execution of Settlement Agreement

12.1 Signatory Authority

Each signatory to this Settlement Agreement certifies that he or she is authorized to execute this Settlement Agreement and to legally bind the Party he or she represents, and that such Party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such Party.

12.2 Signing in Counterparts

This Settlement Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as if all signatory Parties had signed the same instrument. The signature pages of counterparts of this Settlement Agreement may be compiled without impairing the legal effect of any signatures thereon.

13. List of Settlement Exhibits, Appendices and Attachments

13.1 Settlement Exhibits

Exhibit 1: Proposed License Articles

Article 1: Operations
Article 2: Boundary Resource Coordinating Committee and Work Groups
Article 3: Terrestrial Resources
Article 4: Land Acquisition
Article 5: Recreation Resources
Article 6: Well Decommissioning
Article 7: Programmatic Agreement
Article 8: Water Quality Plans
Article 9: Fish and Aquatic Resources

9 (A) Mainstem Fish Community and Aquatic Habitat Measures
9 (B) Upstream Fish Passage
9 (C) Reduction of Project Related Entrainment Mortality
9 (D) Tributary Non-native Trout Suppression and Eradication
9 (E) Tributary Fish Community and Aquatic Habitat Measures
9 (F) Mill Pond Dam Site Monitoring and Maintenance
9 (G) Native Salmonid Conservation Program
9 (H) Recreational Fish Stocking Program
9 (I) Fund for Habitat Improvements in Tributaries to Sullivan Lake

Article 10: Escalation

Exhibit 2: Terrestrial Resources Management Plan
Exhibit 3: Recreation Resources Management Plan
Exhibit 4: Monitoring Well and Road Decommissioning Plan
Exhibit 5: Historic Properties Management Plan
Exhibit 6: Aquatic Invasive Species Control and Prevention Plan
Exhibit 7: Dissolved Oxygen Attainment Plan
Exhibit 8: Fish Tissue Sampling Plan
Exhibit 9: Temperature Attainment Plan
Exhibit 10: Total Dissolved Gas Attainment Plan
Exhibit 11: Fish and Aquatics Management Plan
Exhibit 12: USFS draft Preliminary Section 4(e) Terms & Conditions

13.2 Appendices

Appendix 1: Authorized Party Representatives for Communications
Appendix 2: Authorized Party Representatives for Dispute Resolution Committee
Appendix 3: Boundary Clean Water Act § 401 Certification Application

13.3 Attachments

Attachment 1: Interlocal Agreement for Mill Pond Decommissioning Between Seattle City Light and Public Utility District No. 1 of Pend Oreille County

Attachment 2: Cold Water Release Memorandum of Agreement

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement as of the date last signed below.

SEATTLE CITY LIGHT

Date_____

By_____
NAME_____
TITLE_____

U.S. FOREST SERVICE

Date_____

By_____
NAME_____
TITLE_____

U.S. FISH AND WILDLIFE SERVICE

Date_____

By_____
NAME_____
TITLE_____

BUREAU OF INDIAN AFFAIRS

Date_____

By_____
NAME_____
TITLE_____

NATIONAL PARK SERVICE

Date_____

By_____
NAME_____
TITLE_____

Date_____

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

By_____
NAME_____
TITLE_____

WASHINGTON DEPARTMENT OF ECOLOGY

Date_____

By_____
NAME_____
TITLE_____

PEND OREILLE PUBLIC UTILITY DISTRICT

Date_____

By_____
NAME_____
TITLE_____

KALISPEL TRIBE

Date_____

By_____
NAME_____
TITLE_____

SELKIRK CONSERVATION ALLIANCE

Date_____

By_____
NAME_____
TITLE_____

THE LANDS COUNCIL

Date_____

By_____
NAME_____
TITLE_____

AMERICAN WHITEWATER

Date_____

By_____
NAME_____
TITLE_____

DRAFT

Attachment 3 to FIRST AMENDMENT TO BOUNDARY HYDROELECTRIC PROJECT RELICENSING SETTLEMENT AGREEMENT FERC PROJECT NO. 2144

ILLUSTRATION OF REVISIONS TO PROPOSED LICENSE ARTICLES APPENDIX E TO 2013 LICENSE ORDER

APPENDIX E

Proposed License Articles from the Boundary Hydroelectric Project (No. 2144) Settlement Agreement

Article 1. *Operations*.

(a) From Memorial Day weekend (starting Friday evening) through Labor Day weekend (ending on Monday evening), licensee will maintain forebay water surface elevations at or above 1,984 feet NAVD 88 from 6:00 am through 8:00 pm, to facilitate recreational access and use. From 8:00 pm through 6:00 am licensee will maintain forebay water surface elevations at or above 1,982 feet NAVD 88. The licensee must comply with these elevations except under the following conditions or events: equipment failures; unanticipated events during maintenance activities, which require extended scheduled repair and maintenance outages; electrical and mechanical device limitations; safety inspections; testing; natural disasters (e.g. lightning); load and reserve support as required by the Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) to maintain Project and regional energy stability and reliability; capacity and energy emergencies; and any event that triggers the Project Emergency Action Plan (EAP). Licensee shall notify the Commission and the Parties following any such conditions. In addition, to monitor compliance with the pool elevation requirements, licensee will provide an annual report to the Commission and Parties identifying any excursion from pool elevation requirements including the cause and corrective measure, if applicable.

(b) To reduce total dissolved gas (TDG) under normal, non-spill operations, licensee will operate Units 55 and 56 above 125 MW and sequence their startup and shutdown so that they are the last units to be brought on line and the first units to be shut down. During the new license term, licensee will upgrade generating equipment at the Boundary power plant consistent with the schedule set forth in Exhibit A included in the Boundary License Application Addendums. Upon completion of any turbine upgrades, licensee shall evaluate the need for the unit sequencing set forth in this paragraph in consultation with the Boundary Relicensing Settlement Parties, and based upon such evaluation may propose revisions to, or elimination of, unit sequencing requirements through a license amendment application.

Article 2. *Boundary Resource Coordinating Committee and Work Groups*

This Article shall be implemented pursuant to Section 8 of the Settlement Agreement. Within 90 days after issuance of the New License, the licensee shall

convene the Boundary Resource Coordinating Committee (BRCC). Within 180 days after issuance of the New License, the licensee shall convene the following Work Groups:

- Fish and Aquatics Work Group
- Terrestrial Work Group
- Recreation Resources Work Group
- Water Quality Work Group (and Total Dissolved Gas Subgroup)
- Cultural Resources Work Group

The licensee shall bear all meeting room rental, materials, and similar costs associated with conducting BRCC and Work Group meetings.

The licensee shall arrange, administer, and chair all BRCC and Work Group meetings.
The licensee shall consult with the Work Groups on all aspects of the Settlement Agreement, New License, and Management Plans (collectively referred to as "Project Documents"). The licensee shall convene the Work Groups as needed to meet the consultation requirements of the Project Documents, but at least annually for the license term and any annual licenses. "Consultation" as used in this Article and in the Project Documents means that the licensee shall obtain the views of and attempt to reach consensus among the specific Parties, specific Work Groups, and the BRCC whenever consultation is required in the Project Documents. Consultation shall not mean consultation under section 7 of the Endangered Species Act or other state and federal laws requiring consultation unless specifically provided.

Article 3. *Terrestrial Resources*.

(a) The licensee shall implement the Terrestrial Resources Management Plan (TRMP) to implement terrestrial resource protection, mitigation, and enhancement (PM&E) measures. Licensee shall implement TRMP in consultation with the Terrestrial
Resources Work Group (TRWG).

(b) The TRMP shall be the principal instrument for management of, implementation, monitoring and adaptation of PM&E measures for terrestrial resources affected by or related to the project. The licensee shall achieve the goals

and objectives described in the TRMP through implementation of the following programs:

(i) Erosion program

(ii) Habitat protection and enhancement program

(iii) Integrated weed management program

(iv) Rare, threatened or endangered plant species program

(v) Wildlife program

(vi) Shoreline management program

(c) The licensee shall manage any Project Habitat Lands acquired pursuant to Article 4 (Land Acquisition) as set forth in section (d) of that Article.

(d) The annual TRMP report shall:

(i) Document the implementation of PM&E measures as scheduled in the TRMP

(ii) Describe the current year's and Out Year proposals for implementing scheduled management actions pursuant to the TRMP

(iii) Document consultation activities related to the TRMP

(iv) Document the results of monitoring of completed actions (to the extent monitoring is required for any particular action) to ensure proper implementation and effectiveness

(e) The licensee shall, in consultation with the TRWG, develop those monitoring protocols and data forms identified in the TRMP and file them with the Commission for approval within 180 days of license issuance. The licensee shall include documentation of consultation, copies of comments and recommendations on the protocols after they have been prepared and provided to the TRWG and specific descriptions of how the TRWG's comments are accommodated by the protocols.

(f) The licensee, as part of the TRMP, shall develop and implement an adaptive management process to monitor implementation and effectiveness of terrestrial resource PM&E measures, and adapt implementation measures as needed to meet resource specific goals and objectives. The licensee, in consultation with the

TRWG, shall develop adaptive management proposals, including protocols and schedules. The TRMP shall be reviewed, and as necessary amended, every five years during the license term in consultation with the TRWG as part of the adaptive management process. TRMP amendments shall be filed with the Commission for approval. Upon Commission approval, the licensee shall implement the amended plan.

(g) The licensee shall include with the TRMP amendments stipulated in section (f) above, documentation of consultation, copies of comments and recommendations on the plan amendments after they have been prepared and provided to the TRWG and specific descriptions of how the TRWG's comments are accommodated by the plan amendments.

(h) Licensee shall prepare any proposed amendments to the TRMP in consultation with the TRWG and subject to approval by the United States Forest Service prior to filing with the Commission. Licensee shall file any proposed amendments to the TRMP with the Commission for approval prior to implementation.

(i) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 4. ***Land Acquisition.***

(a) The licensee shall acquire additional Project Habitat Lands within five years of license issuance and shall promptly bring the acquired lands into the Project boundary. The licensee, in consultation with the Terrestrial Resources Work Group (TRWG), shall prioritize and select parcel(s) for acquisition using the habitat criteria described below to attain the stated targets. The licensee shall notify the Commission of the location and acreage of land acquired and submit updated License Exhibit G maps within 90 days of acquisition.

(b) The Project Habitat Lands acquired by licensee, pursuant to this Article, shall achieve the targets of approximately 158 acres of riparian and upland habitat and approximately 13,022 lineal feet of varying habitats immediately adjacent to water features. Licensee shall acquire Project Habitat Lands between the near ridgelines east and west of the Project and identified as the secondary study area in the Revised Study Plan for Rare, Threatened and Endangered Wildlife Species (Study No. 18) (SCL 2007). The eastern boundary roughly aligns with Boundary Ridge, Crowell Mountain, and Sand Creek Mountain and the ridge between Boundary Reservoir and Sullivan Lake. On the west side, the boundary follows a line

connecting Frisco, Abercrombie, Litton and Baldy mountains. Water features include perennial flat-water bodies, streams, wetlands or seeps. Targets may be accomplished and applied by the licensee to the same parcel of land, provided that the parcel meets the described habitat criteria. An example of applying the targets to the same parcel includes a parcel that contains both riparian and upland habitat, as well as a perennial water feature. Acres and lineal feet would be calculated for the riparian and upland habitat, and for the perennial water feature, respectively.

(c) The licensee, in consultation with the TRWG, shall apply the following habitat objectives to identify and prioritize property acquisitions:

(i) Acquire property with high habitat diversity located immediately adjacent to or containing perennial water and secure from disturbance via open roads or towns, and/or a natural community that is relatively scarce or dwindling in the watershed, which has unique landscape or habitat elements or rare species occurrences. For purposes of this Article, “high habitat diversity” means three or more habitat types (e.g., riparian, wetland, upland, meadow)

(ii) Acquire large block(s) of habitat rather than small, scattered parcels (to manage for species with large home ranges and to provide for diverse landscapes) that are contiguous with other protected parcels of land (i.e., Bureau of Land Management, United States Department of Agriculture, United States Forest Service ownership), form a strong corridor link or are connected by a viable corridor to protected land

(iii) Acquire property with habitats that benefit any of the following wildlife species
groups (especially where use of a parcel by these species groups is documented):

1. Threatened, endangered, candidate and special status species

2. Big game

3. Waterfowl

4. Upland game birds (i.e., forest grouse and turkey)

5. Amphibians

6. Aquatic furbearers

7. Neotropical migrant birds

(d) Within one year of acquisition of the additional Project Habitat Lands, the licensee shall, in consultation with the TRWG, develop parcel specific habitat objectives and implementation tasks for the long-term management of these lands consistent with Terrestrial Resources Management Plan (TRMP) goals. Management plans for acquired parcels shall be incorporated into the TRMP which shall be filed with the Commission.

Article 5. ***Recreation Resources*****.**

(a) The licensee shall implement the RRMP to enhance recreation resources at the Boundary Project in consultation with a RRWG.

(b) The RRMP is an implementation plan that the licensee will use to monitor, design, construct, fund, operate and maintain existing and proposed public recreation facilities and programs at the Project. The RRMP includes the following programs:

(i) Recreation Facility Capital Improvements Program

(ii) Recreation Facility Operations and Maintenance Program

(iii) Shoreline Dispersed Recreation Management Program

(iv) Recreation Monitoring Program

(v) Multi-Resource Interpretation and Education Program

(c) The licensee’s RRMP implementation responsibilities include the following:

(i) Funding and implementing all aspects of the RRMP

(ii) Coordinating all aspects of the RRMP with the RRWG and other interested
parties, as needed

(iii) Consulting with the RRWG and other interested parties when necessary and as directed by license and the RRMP

(iv) Preparing an annual Recreation Action and Work Plan in consultation with the RRWG, distributing it for review to the RRWG and other interested parties as requested, and submitting it to the Commission

(v) Periodically amending the RRMP, if needed, in consultation with the RRWG, distributing the amended RRMP to the RRWG and other interested parties for review, and submitting it to Commission

(d) The annual RRMP report shall:

(i) Identify the measures implemented as scheduled in the RRMP

(ii) Identify current year and Out Year proposals for implementing scheduled recreation management actions

(iii) Reconcile and document differences between each year's proposals and any replacement or additional measures agreed upon by the licensee and the affected agencies

(iv) Document consultation related to the RRMP

(v) Document the results of monitoring of completed actions (to the extent monitoring is necessary for any particular action) to ensure proper implementation and effectiveness

(e) Licensee shall prepare any proposed amendments to the RRMP in consultation with the RRWG and subject to approval by the United States Forest Service prior to filing with the Commission. Licensee shall file any proposed amendments to the RRMP with the Commission for approval prior to implementation.

(f) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the plan amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 6. *Well Decommissioning*.

The licensee shall implement the Monitoring Well and Road Decommissioning Plan contained in Exhibit 4 to the Boundary Hydroelectric Project Relicensing Settlement Agreement.

Article 7. *Programmatic Agreement.*

(a) The licensee shall implement the "Programmatic Agreement Among the Federal Energy Regulatory Commission and the Washington State Historic Preservation Officer for Managing Historic Properties that may be Affected by a License Issuing to Seattle City Light for the Continued Operation of the Boundary Hydroelectric Project in Pend Oreille County, Washington (FERC No. 2144)," executed on [December 6, 2011] including but not limited to the Historic Properties Management Plan (HPMP) for the Project. In the event that the Programmatic Agreement is terminated, the licensee shall continue to implement the provisions of its approved HPMP. The Commission reserves the authority to require changes to the HPMP at any time during the term of the license.

Article 8. *Water Quality Plans.*

(a) The licensee shall implement the following water quality plans, all of which have been approved by the Washington Department of Ecology (Ecology) and by the Commission (Water Quality Plans) and are contained in Exhibits 6-10 to the Boundary Hydroelectric Project Relicensing Settlement Agreement:

(i) Aquatic Invasive Species Control and Prevention Plan

(ii) Dissolved Oxygen Attainment Plan

(iii) Fish Tissue Sampling Plan

(iv) Temperature Attainment Plan

(v) Total Dissolved Gas Attainment Plan

(b) Any amendments to the Water Quality Plans shall be in consultation with the Water
Quality Work Group (WQWG) and subject to the approval of Ecology before filing with
the Commission.

(c) The Commission reserves the right to require changes to the amended plan. Implementation of the amended plan by the licensee shall not begin until it is approved
by the Commission. Upon Commission approval, the amended plan becomes a requirement of the license, and the licensee shall implement the amended plan, including any changes required by the Commission.

Article 9. *Fish and Aquatic Resources.*

The licensee shall implement the Fish and Aquatics Management Plan (FAMP) to implement fish and aquatic resource protection, mitigation, and enhancement (PM&E) measures.

(a) The FAMP shall be the principal guiding document for the planning, implementation, monitoring, adaptive management and reporting of PM&E measures for fish and aquatic resources affected by or related to the Project. The FAMP includes specific goals for fish and aquatic resources, as well as clearly defined objectives for achieving the goals.

(b) The following license articles govern the resource management programs as described in the FAMP:

(i) 9 (A) Mainstem Fish Community and Aquatic Habitat Measures (REVISED)

(ii) 9 (B) Upstream Fish Passage

(iii) 9 (C) Reduction of Project Related Entrainment Mortality (REVISED)

(iv) 9 (D) Tributary Non-native Trout Suppression and Eradication

(v) 9 (E) Tributary Fish Community and Aquatic Habitat Measures (REVISED)

(vi) 9 (F) Mill Pond Dam Site Monitoring and Maintenance

(vii) 9 (G) Native Salmonid Conservation Program (REVISED)

(viii) 9 (H) Recreational Fish Stocking Program

(ix) 9 (I) Fund for Habitat Improvements in Tributaries to Sullivan Lake

(c) The licensee shall, in consultation with the Fish and Aquatics Work Group (FAWG), develop and implement an adaptive management process including protocols and schedules to monitor implementation and effectiveness of measures identified in the
FAMP, and adapt implementation measures as needed to meet resource specific goals and objectives.

(d) The licensee shall prepare a FAMP annual report and file it with the Commission pursuant to Article 2 and the FAMP. The report shall include subsections for each
PM&E measure, with content dependent on the specific reporting requirement for the
PM&E measure, and the activities that occurred during the year.

(e) The licensee shall prepare any proposed amendments to the FAMP in consultation with the FAWG and subject to approval by the United States Forest Service, Department of Interior and Washington Department of Ecology prior to filing with the Commission. The licensee shall file any proposed amendments to the FAMP with the Commission for approval prior to implementation.

(f) The Commission reserves the right to require changes to the plan. Implementation of plan amendments shall not begin until the plan amendments are approved by the Commission. Upon Commission approval, the licensee shall implement the plan amendments, including any changes required by the Commission.

Article 9 (A). ***Mainstem Fish Community and Aquatic Habitat Measures*****.**

The licensee shall implement the Fish and Aquatics Management Plan (FAMP), Section 5.1, to: (1) modify trapping pools in the area known as the Cobble Sisters to reduce the risk of fish of being trapped in the pools during periods of declining flow and reservoir water surface elevations, (2) enhance Sullivan Creek tributary delta habitat by providing additional cover, in the form of large woody debris (LWD) jams, for salmonids occupying coldwater refugia, and (3) conduct fish community surveys and evaluate predation on outmigrating native salmonids at select tributary deltas.

(a) This section has been deleted.

(b) Channel Modifications of Mainstem Trapping Pools at Project RM 30.3

(i) The licensee shall implement site modifications at the Cobble Sisters within five years of license issuance.

(ii) The licensee shall excavate a channel to connect mainstem flow to three isolated pools at a large cobble bar near PRM 30.3 to reduce the risk of fish becoming trapped during declining water surface

elevations. Spoils from excavation will be used to fill a fourth pool near the channel margin.

(iii) The licensee shall conduct compliance monitoring at the Cobble Sisters within one year following implementation of the measure. Compliance monitoring will include documentation collected during implementation, such as survey data and photographs of the site before and after excavation.

(iv) Licensee shall repeat physical measurements to evaluate whether the site modifications continue to function as designed every ten years following construction and following one in 25 year high flow events. During the year following each physical monitoring effort, the FAWG will determine if remediation measures are needed to ensure that site modifications continue to satisfy design specifications. The licensee will implement the required measures to satisfy design objectives.

(v) The reporting and implementation schedule for channel excavation at the Cobble Sisters is summarized below.

PM&E Measure Activity	**Schedule**
Implementation Planning	Within three years of license issuance
Implementation	Within five years of license issuance
Compliance Report	Within six years of license issuance
Physical Monitoring	Every ten years following construction, and following flows exceeding a 25-year recurrence interval
Monitoring Report	Within one year of physical monitoring

(c) Mainstem Large Woody Debris at Tributary Deltas

(i) The licensee shall place two LWD jams at the Sullivan Creek delta and one LWD jam at the deltas of Sweet, Slate and Linton creeks (total of five LWD jams).

(ii) Licensee shall place and maintain LWD jams in the thalweg in the upper delta regions of the Sullivan Creek delta to minimize use by non-salmonids. The specific location and design of the LWD jams will be determined during implementation planning by the licensee in consultation with and subject to approval by the FAWG.

(iii) The licensee shall conduct implementation planning with final design specifications to be approved by the FAWG. Implementation planning will identify:

1. Specific locations for LWD jams at selected deltas

2. LWD jam design specifications for each location

3. Specific monitoring protocols

(iv) Licensee shall complete construction of the LWD jams within ten years following license issuance. The schedule for initial construction of the Sullivan Creek delta log jams may depend on upstream Mill Pond Dam removal activities.

(v) If permitting, landowner permission or other issues prevent implementation within ten years following license issuance, the licensee will determine, with approval from the FAWG, alternate locations for installing LWD jams, or will identify and implement alternative measures to provide additional cover in the Sullivan Creek delta with a commensurate schedule and level of effort.

(vi) Licensee will implement compliance and effectiveness monitoring for each LWD jam. The licensee shall conduct compliance monitoring and will provide documentation to the FAWG and the Commission that the measure has been implemented as specified. Effectiveness monitoring will evaluate the need for LWD jam repair or replenishment.

(vii) Licensee will issue a compliance report, including documentation collected during construction, repair, or replenishment within one year following implementation or repair of a LWD jam.

(viii) Licensee will conduct physical effectiveness monitoring during the ninth year following the construction of a structure and at ten-year intervals thereafter. In addition, licensee will conduct physical effectiveness monitoring to determine continued compliance with design specifications following major flood events (25-year event). The results of the effectiveness monitoring will be used to support adaptive management and adjustments to the PM&E measure during repair or log replenishment of a structure.

(ix) Licensee will repair or replenish the LWD jams within one year following physical effectiveness monitoring.

(x) Licensee will conduct three consecutive years of biological effectiveness monitoring within the first ten years following construction. Biological effectiveness monitoring will also be conducted concurrent with physical effectiveness monitoring through the term of the license.

The reporting and implementation schedule for mainstem LWD at the Sullivan Creek delta is summarized below.

PM&E Measure Activity	**Schedule**
Implementation	At the direction of the FAWG, may be completed after the tenth year following license issuance depending on the influence of Mill Pond Dam removal
Compliance Reporting	Within one year following construction, repair or replenishment of LWD structures
Physical Effectiveness Monitoring	In the ninth year following implementation, and every tenth year thereafter; and after flows exceeding a 25-year recurrence interval
Biological Effectiveness Monitoring	Three consecutive years between initial construction and first scheduled repair/replenishment, and then concurrent with physical effectiveness monitoring
Monitoring Report	Within one year following physical or biological effectiveness monitoring

(d) Boundary Reservoir Fish Community Monitoring and Evaluation of Salmonid Predation at Select Tributary Deltas

(i) The licensee shall conduct fish community surveys to monitor changes in fish population abundance and size structure of focal species over time. Focal species will be westslope cutthroat trout, bull trout, mountain whitefish, smallmouth bass, northern pikeminnow and northern pike and may include other species as identified by the FAWG. The study design and final implementation schedule will be developed in consultation with and subject to approval by the FAWG.

(ii) The licensee shall conduct a fish community monitoring study in the fifth year following license issuance and at five-year intervals

thereafter, unless otherwise directed by the FAWG. Planning for the fish community monitoring study component shall be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for fish community monitoring is summarized below.

PM&E Measure Activity	**Schedule**
Fish Community Study Plan	Within four years of license issuance and every fifth year thereafter
Conduct Fisheries Survey	In the fifth year following license issuance and every fifth year thereafter
Survey Completion Report	In the sixth year following license issuance and every fifth year thereafter

(iii) The licensee shall conduct the predation study to quantify the proportion of outmigrating native salmonids from select tributaries that are being consumed by predatory fish within the selected tributary deltas and determine consumption rates of select predators. The licensee shall develop the study design and final implementation schedule in consultation with and subject to approval by the FAWG.

(iv) If the results of the predation investigation identify that a significant proportion of native salmonids are consumed by predators at tributary deltas, licensee could implement potential non-operational measures including predator control to improve native salmonid survival. An adaptive approach to the tributary delta predation investigations will continue under the direction of the FAWG (FAMP Mainstem Measures section 5.1.4).

(v) The licensee shall conduct a tributary delta predation study in the fourth year and 15th year following license issuance, unless otherwise directed by the FAWG. A study plan will be completed during the calendar year prior to study implementation, and a summary report of field activities will be completed within one year of the completion of field surveys. The reporting and implementation schedule for the predation study is summarized below.

PM&E Measure Activity	Schedule
Tributary Delta Predation Planning	By end of calendar year prior to conducting delta predation study
Conduct Tributary Delta Predation Study	In the fourth and 15th years following license issuance
Tributary Delta Predation Study Report	Within one year following tributary delta predation field surveys

Article 9 (B). ***Upstream Fish Passage.***

(a) The licensee shall install, operate, maintain and monitor a single upstream trap and haul fishway facility (upstream fishway or fishway) in the Boundary Project tailrace as described in Section 5.2 of the Fish and Aquatics Management Plan. The purpose of this fishway is to provide safe, timely and effective passage for bull trout, cutthroat trout, and mountain whitefish (target fish species) in the Project area for the license term and any subsequent annual licenses.

(b) The licensee shall work collaboratively with the Fish and Aquatics Work Group (FAWG) and the approving agencies in all aspects of the fishway development and implementation processes. All FAWG decisions regarding fishway development and implementation are subject to the approval of the Department of the Interior (DOI), United States Forest Service (USFS), and the Washington Department of Ecology (Ecology).

(c) General provisions

(i) The licensee shall design and construct this upstream fishway using the best available scientific information, including but not limited to the NMFS 2008 Anadromous Salmonid Passage Facility Design Manual (Design Manual), taking into account the site specific conditions at the Project, biological information specific to the target species and other relevant information. The fishway shall be operated consistent with fisheries management goals and objectives for target species in the Pend Oreille River basin. In no case shall attraction flows exceed 1,650 cfs (3% of maximum generation discharge). The licensee must demonstrate that any departures from the Design Manual will be effective at providing safe, timely and effective passage for target species. The final design is subject to the approval of DOI, USFS and Ecology.

(ii) The licensee shall undertake a research and development phase of up to 12 years to evaluate the fishway entrance design, entrance location and attraction flow volumes that will achieve the purposes of the facility. Within 12 years following license issuance (two planning years, eight research years and two design years), the licensee shall file with the Commission for approval, a plan to install, operate and maintain an upstream trap and haul fishway. The licensee shall complete construction of the upstream fishway within two years of receiving the Commission's approval and shall monitor fishway operations for the license term and any annual licenses issued for the Project.

(iii) The licensee shall ensure that the fishway includes a fixed entrance(s) and a release location(s) at least one mile upstream of the Boundary Dam. The release location(s) shall be determined by the FAWG. Provided the fishway is constructed according to a design that has been approved by DOI, USFS, and Ecology, and is operated consistent with an approved installation, operation and maintenance plan, and subject only to such minor modifications as are described in section (g) below, the fishway will satisfy all applicable upstream fish passage requirements.

(d) Fishway development plan

(i) Within two years of license issuance, the licensee shall file with the Commission a Fishway Development Plan (FDP) for collecting site-specific biological and engineering information required to site, design and install the upstream trap and haul fishway. The licensee shall implement the FDP for up to eight years. The FDP shall include methods for identifying the following, among other things:

1. Site-specific hydraulic conditions in the tailrace of Boundary Dam, under all operating scenarios

2. Proper location of the upstream fishway and entrance(s) given site specific considerations of the Boundary Dam spillway, sluiceway, powerhouse and tailrace area

3. Information on swimming performance, behavior, and migratory pattern of target fish species downstream of the dam sufficient to determine the appropriate location of the fishway entrance(s) under all operating scenarios and related environmental cues, including but not limited to temperature,

total dissolved gas, water velocity and lighting; fishway attraction effectiveness shall be evaluated using target species from upstream sources or that demonstrate upstream migration behavior

4. Structures, devices and measures to allow adjustment of the fishway entrance(s) and auxiliary flow as necessary to effectively attract target fish species into the upstream fishway including the influence of cooler attraction flow water if incorporated into the test facility

5. Structures, devices, and measures to allow adjustment of water flow, water velocity and water surface elevations within the upstream fishway as needed to effectively convey target fish species into the fish trapping device

6. Provisions for counting and evaluating fish passage through the upstream fishway

7. Provisions for transport and release of fish upstream of the dam

(ii) The licensee shall conduct studies pursuant to the FDP using the most appropriate technology available, including mark and recapture methods, as determined by the FAWG in consultation with a Technical Advisory Committee (TAC) (see section (f) below). The TAC will assist the licensee and the FAWG with the design of upstream fish passage studies and analysis of study results. Target fish species being evaluated will represent the size distribution of migrating bull trout, cutthroat trout and mountain whitefish in the Project area.

(iii) The licensee may evaluate prototype facilities within the eight-year FDP implementation phase.

(e) Fishway design and construction plan

(i) Within 12 years following license issuance (two planning years, eight research years and two design years), the licensee shall file with the Commission for approval, a Fishway Design and Construction Plan (FDCP) to install, operate and maintain an upstream trap and haul fishway at the Boundary Dam. The licensee shall complete construction of the upstream fishway within two years of receiving the Commission's approval on the FDCP.

(ii) The licensee shall integrate the site specific and biological information developed during the FDP implementation phase in the FDCP. The FDCP shall include, but shall not be limited to: (1) functional design drawings; (2) quantification of flows needed to operate the fishway; (3) a proposed operations and maintenance plan; (4) a schedule for installing the facilities; (5) the fishway location, operational period, design flow range, trap holding pools, crowder and brail systems; (6) sorting and transport provisions; (7) sample/anesthetic/recovery tanks; and (8) structures, devices and measures to allow adjustment of auxiliary flow at the fishway entrance(s) as necessary to effectively attract target fish species into the upstream fishway.

(iii) The licensee shall develop the fishway design based upon the best available scientific information, including the Design Manual. Any departures from the Design Manual will be considered by the FAWG based on compelling evidence and in consultation with the TAC (see section (f) below). The licensee must demonstrate that any departures from the Design Manual will be effective at providing safe, timely and effective passage for target species. The final design is subject to the approval of DOI, USFS and Ecology.

(iv) Within 12 months of initial fishway operation, the licensee shall file with the Commission a Hydraulic Evaluation Report documenting compliance with all design specifications.

(f) Collaboration with the FAWG

(i) The licensee shall develop all plans and the fishway design, and shall conduct all studies in collaboration with the FAWG. The licensee shall convene a TAC consisting of fish passage design experts to assist in developing all plans and designs. The licensee shall select the fish passage design experts in consultation with and subject to approval by the FAWG. Pursuant to the Settlement Agreement, the TAC will provide recommendations to the FAWG pertaining to the site, design and installation of the upstream fishway as well as determine whether development of a computational fluid dynamic or physical scale model of the Boundary Dam and appurtenant facilities are necessary. Decisions regarding fish passage design and evaluation are subject to the dispute resolution provision of the Settlement Agreement.

(ii) When filing designs and plans, the licensee shall include: documentation of consultation, copies of comments and recommendations, and specific descriptions of how comments and recommendations were accommodated by the licensee. If the licensee does not adopt a recommendation from the FAWG or obtain a required agency approval, the filing shall include its reasoning based on Project specific information.

(iii) The licensee shall provide fishway design drawings (including drawings for any prototype or test facilities to be evaluated) to the FAWG for review at the 30% (functional design), 50% and 90% completion stage and the licensee shall consult with the FAWG at each stage. For approval, a 100% final design shall be provided by the licensee to DOI, USFS and Ecology at least two weeks prior to filing with the Commission.

(g) Compliance, effectiveness and long-term monitoring

(i) Within 13 years following license issuance, the licensee shall file a Post Construction Evaluation Plan (PCEP) with the Commission. The PCEP shall include methods for documenting fish passage efficiency, passage time, mortality, injury and fallback rates under a representative range of operating scenarios and environmental conditions. The licensee shall begin implementing the PCEP no later than one year following completion of the Hydraulic Evaluation Report and shall continue until safe, timely and effective passage is demonstrated over a range of operating conditions within the first five years of operation. The licensee shall modify the fishway based on results of the evaluations and reevaluate fishway effectiveness within this time frame and effort, as determined necessary by the FAWG. PCEP implementation costs including evaluation, planning and study permitting shall not exceed $1,000,000 (1 million dollars).

(ii) The following limitations shall apply:

1. The need for any modifications shall be determined by the FAWG within five years of completing the Hydraulic Evaluation Report and shall be based on information collected from the PCEP.

2. For any fishway constructed pursuant to Design Manual criteria (e.g., a fishway that includes attraction flow of 1,650 cfs) and approved by DOI, USFS, and Ecology, the licensee

shall make minor modifications including permitting, design and construction for increasing fishway effectiveness within an amount not to exceed 5% of facility construction costs.

3. For any fishway that includes departures from the Design Manual, the licensee shall make minor modifications including permitting, design and construction for increasing fishway effectiveness within an amount not to exceed 10% of facility construction costs.

(iii) 13 years after the PCEP evaluations and any related modifications have been completed, the FAWG will determine the need and scope for reevaluating fishway performance (including fish passage efficiency, passage time, mortality, injury and fallback rates). The licensee shall conduct all studies required by the FAWG under typical project operations. If fishway performance has decreased when compared to the initial PCEP evaluations, the licensee shall implement any corrective measures determined necessary by the FAWG to return performance to its previous level.

(iv) In addition, the licensee shall implement one year fishway performance evaluation(s) at any time during the license term if substantive changes occur in project operations, structures or tailwater bathymetry (caused, for example, by severe flow events). If performance has decreased when compared to the original PCEP evaluations, the licensee shall implement any corrective measures determined necessary by the FAWG to return performance to its previous level.

(h) Reporting and schedule

(i) The licensee shall prepare annual reports summarizing information related to monitoring, operations, problems encountered, program status and results of activities during the previous 12 months. Once the fishway has been installed and is operational, annual reports will also quantify the number and condition of target fish species captured and transported and the location of their release. Annual reports will also document fishway operations including tailrace water surface elevations, tailrace flow levels, fishway attraction flows, hours of fishway operation and any maintenance or operational issues identified over the year and repairs implemented to resolve the issues.

(ii) The implementation schedule for the upstream passage program is summarized as follows:

Protection, Mitigation, and Enhancement (PM&E) Measure Activity	**Schedule**
Implementation Plan	Within two years of license issuance
Fishway Design Research	In the third through the tenth years following license issuance
Fishway Design	In the tenth through the 12th years following license issuance
Fishway Design Submittal to the Commission	Within 12 years of license issuance
Fishway Construction	Within two years of receiving the Commission's approval of fishway design
Fishway Operation	Within two years of receiving the Commission's approval of fishway design
Status Report	Annually following license issuance

Article 9 (C). ***Reduction of Project Related Entrainment Mortality (REVISED).***

(a) Within five years after execution of the 2026 First Amendment to the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("First Amendment to Settlement Agreement" or "First Amendment"), in consultation with the Fish and Aquatic Work Group (FAWG) established pursuant to Section 8.2.1 of the 2010 Boundary Hydroelectric Project Relicensing Settlement Agreement ("2010 Settlement Agreement or "SA"), the licensee shall develop a Baseline Condition Report.

(i) The Baseline Condition Report will, at minimum, describe the genetic structure and distribution of individuals from populations of bull trout, cutthroat trout, and mountain whitefish (collectively "Target Fish Species") within Boundary Reservoir and the watersheds that flow into it.

(ii) The Baseline Condition Report will draw on information collected from the Boundary Reservoir fish community monitoring required by the Order Issuing New License, 142 FERC ¶ 62,231 (March 20,

2013) ("2013 License Order"), 2010 Settlement Agreement, and 2010 Fish and Aquatic Management Plan (FAMP).[1] Specifically, FAMP Section 5.1.4.1.1 requires the licensee to conduct fish community surveys in Boundary Reservoir beginning in year 5 after license issuance and at five-year intervals thereafter, and FAMP Section 5.1.4.3 sets forth a requirement to complete a fish community monitoring study plan prior to conducting such surveys.

(iii) The Baseline Condition Report will also draw on information collected from the licensee's periodic mainstem sampling of the Boundary Reservoir Fish Community,[2] implementation of upstream fish passage measures (2013 License Order Appendix E, Proposed Article 9 (B)), activities associated with the tributary non-native suppression and eradication program (2013 License Order Appendix E, Proposed Article 9 (D)), and the native salmonid conservation program (2013 License Order Appendix E, Proposed Article 9 (G)), as well as ongoing efforts by others in the watershed.

(iv) In developing the Baseline Condition Report, the licensee shall document and assess fish movement and demographics based on PIT tagged individuals of Target Fish Species within select Boundary Reservoir tributaries and Boundary Reservoir. The FAWG shall determine which Boundary Reservoir tributaries to study.

(v) Every 5 years after the finalization of the Baseline Condition Report, the licensee shall, in consultation with the FAWG, develop an Updated Baseline Condition Report to identify trends within the assemblage of Target Fish Species and discrete populations.

(b) At a time to be determined by the licensee, but no later than 2045, the licensee shall coordinate with the FAWG to determine whether entrainment

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[1] See Ordering Paragraph E of the 2013 License Order, Exhibit 1 of the 2010 Settlement Agreement at Proposed License Article 9 (A), and Section 5.1.4.1.1. of the FAMP.

[2] Periodic sampling was an annual activity defined by electrofishing an established list of 400-m index reaches of Boundary Reservoir during spring and fall. This periodic sampling has been a voluntary activity by the licensee since 2018 (i.e., not required by the 2013 License Order, 2010 Settlement Agreement, or the 2010 FAMP).

is a causative factor in the continued depression of Target Fish Species, based on whether one of the following conditions exist:

(i) A single self-sustaining population of bull trout (defined for purposes of the First Amendment as 100 breeding adults or greater) has established within a tributary to the lower Pend Oreille River downstream of Albeni Falls Dam, or

(ii) Five percent or more of a Target Fish Species population greater than 6 inches are entrained below Boundary Dam. This percentage will not include entrained fish that were translocated, reintroduced, or planted into Boundary or Box Canyon tributaries within the same year or subsequent entrainment of an individual fish within the same year.

(c) If, at the time the licensee coordinates with the FAWG consistent with subsection (b) above, existing information is not sufficient to determine if entrainment could be a causative factor in the continued depression of Target Fish Species populations, the licensee shall develop and implement studies to determine if entrainment of Target Fish Species is occurring. Such studies, if needed, shall be performed over a period of at least two years, but no more than three years (to increase the potential of evaluating different water years and different entrainment scenarios), and shall be undertaken consistent with Section 5.3.3 of the FAMP or the latest acceptable scientific techniques and methodologies, as determined by the FAWG.

(d) By no later than 2048, if the FAWG or the Secretary of the Interior (Secretary) conclude that the conditions in subsections b and c have been established, the licensee shall initiate the development of a study to evaluate direct downstream survivability through the project and the relationship to population status as set forth in subsection b. The licensee's methodologies for this survivability study shall be developed within six months of the FAWG or Secretary concluding that the conditions in subsections b and c have been established.

(e) The licensee's methodologies for this survivability study shall be reviewed by the FAWG and approved by the Secretary, and the study shall be completed within two years of approval of the study methodology and shall include evaluation of entrainment under the operational scenarios that are most common at the facility. These common scenarios will consider combinations of powerhouse, spillway and/or sluiceway operation that reflect operations that occur over the majority of the year. If the

survivability study indicates that the combined average injury and mortality rates for a Target Fish Species through downstream passage routes (turbine and/or spillways and sluiceways) are greater than 15%, and therefore a causative factor in the continued depression of target species, the licensee shall, in consultation with the FAWG and subject to the approval of the Secretary, develop a Downstream Passage Mitigation Plan.

(f) The Downstream Passage Mitigation Plan shall identify mitigation measures to be designed, implemented, and evaluated in any subsequent FERC license, including a timeline for implementing mitigation measures within the first five years of the subsequent license. In the case of data gaps or missing information needed to inform the final design of mitigation measures, the Downstream Passage Mitigation Plan will identify the gaps and information needs and the approaches needed to fill such gaps and needs within the first five years of the subsequent license. Licensee shall develop the Downstream Passage Mitigation Plan in consultation with the FAWG and shall submit the Downstream Passage Mitigation Plan to the Secretary for approval no later than six months prior to the licensee's submission of the Pre-Application Document. The Downstream Passage Mitigation Plan will be included in any Pre-Application Document the licensee files with FERC as part of an application for a subsequent license.

(g) The Downstream Passage Mitigation Plan, which shall identify a timeline for implementation, may include, but shall not be limited to, a plan for the final design and implementation of downstream fish passage facilities. Licensee agrees not to challenge the inclusion of the Plan, or its implementation, in the next FERC license.[3]

(h) Nothing in the First Amendment shall affect or limit the authorities or rights of the Department of the Interior and U.S. Forest Service, including the reservation of rights and authorities included in Section 6 of the 2010 Settlement Agreement and Article 406 of the 2013 License Order.

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[3] If Interior exercises its Federal Power Act Section 18 authority to require a new license to include the measures contained in the Downstream Passage Mitigation Plan, the licensee agrees to not seek a trial-type hearing or submit alternative prescriptions pursuant to section 241 of the Energy Policy Act of 2005, 16 U.S.C. § 811. If a new license includes the measures contained in the Downstream Passage Mitigation Plan, the licensee further agrees to not seek rehearing and/or appeal of those license provisions.

Article 9 (D). ***Tributary Non-native Trout Suppression and Eradication*****.**

The licensee shall implement non-native salmonid suppression and eradication activities in portions of 23 waterbodies in the Boundary Reservoir watershed as described in Section 5.4.2 of the Fish and Aquatics Management Plan (FAMP).

(a) Within one year of license issuance, the licensee shall submit to the Commission an integrated schedule approved by the Fish and Aquatics Work Group (FAWG) for the implementation of non-native salmonid suppression and eradication activities. The schedule shall be coordinated with tributary enhancement activities and native salmonid conservation activities required by the FAMP. The integrated schedule shall prioritize activities and include milestones for completing design, consultation, regulatory review, permitting and implementation. The general schedule included in the FAMP will guide the development of the integrated schedule to be filed with the Commission.

(b) The licensee's level of effort for suppression may vary among stream reaches but shall be consistent with an average of six electrofishing efforts of one to three passes per reach every ten years from the start of implementation through the remainder of the license term.

(c) Eradication of non-native salmonids by the licensee shall be consistent with a level of effort associated with three chemical treatment applications assuming the use of antimycin, rotenone or an equivalent fish toxicant.

(d) The licensee shall annually review scheduled activities in consultation with the FAWG as necessary to consider proposed changes in the upcoming year's efforts, including consideration of alternative suppression and eradication measures. Following FAWG approval of the implementation measures, the licensee shall develop specific plans, obtain all necessary permits and complete any required environmental reviews such that the measures can be implemented pursuant to the approved schedule.

(e) The licensee shall use adaptive management strategies, in consultation with and subject to approval of the FAWG, for implementing non-native salmonid eradication and suppression measures. Adaptive management will be based on reach-specific conditions and objectives.

(f) The licensee shall document compliance in annual reports. The reports will describe activities completed during the year and identify any proposed modifications for the following year. The reporting and implementation schedule for non-native trout suppression and eradication is summarized below:

Protection, Mitigation, and Enhancement (PM&E)	**Measure Activity Schedule**
Implementation Schedule	Within one year of license issuance
Implementation Planning	One to two years in advance of the scheduled implementation year for each waterbody
Implementation in Sullivan Creek and Tributaries	Begins within one to ten years of license issuance
Implementation in Sweet Creek	Begins within 20 years of license issuance
Implementation in Slate Creek, Uncas Gulch and Flume Creek	Begins within 11 to 15 years of license issuance
Implementation in Pewee Creek, Lime Creek, Lake Lucerne and Sand Creek	Begins within 16 to 20 years of license issuance
Annual Reports	Following each year suppression or eradication efforts occur
Eradication Effectiveness Monitoring and Reporting	Within one year following treatment activities

Article 9 (E). ***Tributary Fish Community and Aquatic Habitat Measures (REVISED)*****.**

(a) The licensee shall implement the following aquatic habitat measures, pursuant to the general provisions identified below and the detailed provisions included in the Fish and Aquatics Management Plan (FAMP), Sections 5.4.3 through 5.4.10.

(b) Specific aquatic habitat measures include the following:

(i) Within ten years of license issuance, the licensee shall complete riparian improvements and stream channel enhancement in Sullivan Creek from river mile (RM) 0.30 to RM 0.54. In consultation with the Fish and Aquatics

Work Group (FAWG), the schedule for implementation of this measure may be modified dependent upon the Mill Pond Dam decommissioning schedule.

(ii) Within ten years of license issuance, the licensee shall complete stream and riparian improvements in Sullivan Creek from RM 2.3 to RM 3.0.

(iii) Within ten years of license issuance, the licensee shall complete Large Woody Debris (LWD) placement and road improvements in Sullivan Creek and selected tributaries upstream of the confluence with Outlet Creek; provided that licensee shall not be required to remove the culvert from the North Fork of Sullivan Creek.

(iv) Within 20 years of license issuance, the licensee shall complete culvert replacements (except on the North Fork of Sullivan Creek) in tributaries to Boundary Reservoir.

(v) Within 20 years of license issuance, the licensee shall complete riparian planting, culvert replacement, and channel reconstruction measures in Linton Creek from RM 0.00 to RM 0.24.

(vi) Within 20 years of license issuance, the licensee shall complete riparian and channel improvements in Sweet Creek from RM 0.0 to RM 0.6.

(vii) Within 25 years of license issuance, the licensee shall complete habitat enhancement in Tier-2 tributaries to the Boundary Reservoir.

(viii) The licensee shall complete restoration of dispersed recreation sites located in Sullivan Creek riparian areas consistent with the schedule detailed in the FAMP.

The specific scope of each measure is detailed in the FAMP.

(c) By the end of the first year following license issuance, the licensee shall submit to the Commission an integrated schedule that has been approved by the FAWG for the implementation of these measures. The licensee shall coordinate the schedule with tributary non-native salmonid suppression and eradication activities and native salmonid conservation activities required by the FAMP. The integrated

schedule shall prioritize activities and include milestones for completing design, consultation, regulatory review, permitting and implementation. The timelines included in the FAMP will guide the development of the integrated schedule to be filed with the Commission.

> (i) The licensee shall develop specific plans for each measure according to the integrated schedule in paragraph (c). Each plan shall include specific goals, objectives, cost estimates, anticipated restoration techniques, maintenance requirements and monitoring plans and methods. Specific, measurable success criteria shall also be developed by the licensee in consultation with the FAWG and included for each measure. For each measure that includes a construction component, the plan will include final construction drawings. Where applicable, measures should be addressed on a programmatic basis.

(d) The licensee shall develop all plans pursuant to Article 2 and the FAMP. As part of the integrated schedule in paragraph (c), licensee shall, in consultation with and approval by the FAWG, develop a Tributary Management Plan (TMP) including a subsection for each tributary that will receive treatments. The TMP shall provide a coordinated approach for implementing tributary habitat restoration measures. The TMP will identify appropriate target fish population sizes and species to be achieved through implementation of measures in the FAMP. The licensee shall include a schedule and scope of treatments for each tributary to ensure that treatments are complementary to the population and habitat goals.

(e) Once a restoration measure has been completed, the licensee shall evaluate the measure every eight years for the license term to ensure continued compliance with success criteria specific to measures and developed in consultation with and approved by the FAWG. If a restoration measure falls below success levels as determined through eight-year effectiveness monitoring, the licensee shall, within 60-days, develop a plan for repairs to correct the deficiencies, including a schedule for proposed work and further monitoring, in consultation with the FAWG. A summary of repairs will be included in the annual report.

In addition to the eight-year effectiveness monitoring, the licensee shall annually, and following major (25 year) flood events, inspect measures as described in the FAMP.

The licensee shall include the results of all monitoring and summary of repairs in the annual reports filed with the Commission.

(f) In the event that any of the above measures cannot be implemented, alternative measures will be implemented as provided in the FAMP.

Article 9 (F). ***Mill Pond Dam Site Monitoring and Maintenance.***

(a) As provided in Section 5.5 of the Fish and Aquatics Management Plan (FAMP), the licensee shall, beginning at the point in time when the Commission determines that the Mill Pond Decommissioning Plan for Pend Oreille PUD's surrender of its license for the Sullivan Creek Project has been completed, monitor and provide maintenance where necessary, to the area covered by the Mill Pond Decommissioning Plan for ten years (with monitoring in the second, fourth, sixth and tenth years) and once every eight years thereafter to ensure:

(i) stream channel is functioning in accordance with the design criteria

(ii) vegetation is becoming established

(iii) control of non-native plant species

(b) Within one year from when the Commission determines that the Mill Pond Decommissioning Plan for Pend Oreille PUD's surrender of its license for the Sullivan Creek Project has been completed, the licensee shall develop plans and protocols for monitoring and maintenance of the Mill Pond Dam site in consultation with the Fish and Aquatics Work Group (FAWG) and subject to approval by United States Forest Service and the Washington Department of Ecology.

(b) After any major flood event in Sullivan Creek, the licensee shall evaluate the site to determine whether the stream channel continues to meet design criteria. The licensee will undertake any measures necessary to assure that the stream channel is meeting agreed to design parameters. In the event of flows greater than a flood event having a 100-year recurrence interval, the licensee will not be responsible for repair of stream restoration measures that may have been damaged from such an event.

Article 9 (G). ***Native Salmonid Conservation Program (REVISED).***

(a) The licensee shall implement provisions of the Fish and Aquatics Management Plan (FAMP), Section 5.6, to design, construct and operate a fish propagation facility for the production of native salmonids to supplement tributaries draining into the Boundary Reservoir. The licensee shall release propagated native salmonids to supplement existing populations, or to introduce native salmonids of resident and/or migratory life histories into reaches where they are not currently

present. Target release sites will include those reaches where non-native trout have been actively suppressed or where high quality, but underutilized habitat is available in tributaries draining into the Boundary Reservoir. Supplementation of native salmonids is expected to complement non-native trout suppression and/or stream habitat improvement activities. The licensee shall be responsible for the appropriate marking of all outplanted fish for the purpose of identifying these fish during future monitoring efforts.

(b) The initial capacity of the facility will be up to 45,000 eyed eggs, fry, or fingerling (three to four inch) fish per year and multiple age class broodstock (capacity of 1,000-2000 pounds). Annual production will be commensurate with the need to outplant fish in tributaries draining into the Boundary Reservoir

(c) Licensee will design the facility to simultaneously propagate two species of fish and several year classes (life stages); selection of species, stocks and lifestages to be produced would be determined in consultation with and subject to approval by the Fish and Aquatics Work Group (FAWG). In addition, licensee will ensure the facility will have the capacity to sustain the necessary numbers of broodstock fish to produce the number of eggs, fry or fingerlings for the purposes of the Conservation Program.

(d) Licensee shall use a multi-step approach to implement this measure. The licensee shall complete each step in consultation with and subject to approval by the FAWG. Preliminary planning suggests that the 40-acre Washington Department of Fish and Wildlife (WDFW) parcel on Skookum Creek, which formerly included the Usk Hatchery, is a potential location for the propagation facility.

(i) The first step for the licensee in the development of the native salmonid conservation facility shall be to confirm the feasibility of the Usk Hatchery site. If this site proves to be infeasible, the licensee will consider alternatives including purchase or funding of an alternate existing facility, or development at a new site with an appropriate source of water. If a feasible site cannot be identified, the licensee will re-direct mitigation efforts towards the purchase of suitable eggs, fry or fingerlings from another source to meet population goals or toward commensurate protection, mitigation, and enhancement (PM&E) measures as determined in consultation with and subject to approval by the FAWG.

(ii) The second step for the licensee shall be to complete implementation planning that includes the following:

1. Goals and policies of federal and state agencies and the Kalispel Tribe regarding conservation facilities and native salmonid recovery

2. Risks and benefits of supplementing bull and/or westslope cutthroat trout in the Project area

3. Mitigation measures to be used to reduce risk (e.g., of spreading disease, domestication, etc.)

4. A conceptual level description and engineering design for the facility, with specifications

5. Description of any off-site facilities or techniques that could be used as part of release strategies (e.g., acclimation and volitional release ponds, streamside or instream incubation of eyed eggs, etc.)

6. Sources and techniques to be used for collecting broodstock

7. Target production levels by life stage

8. A hatchery genetics management plan

(iii) The third step for the licensee shall be preparation of draft and final engineering plans for the facility, completing any required regulatory review (e.g., NEPA compliance) and obtaining any needed permits. Following approval of final design and permitting, the licensee will construct the facility and fund operation and maintenance for the license term.

(e) The licensee shall complete implementation planning within three years of license issuance and the facility will be operational within six years of license issuance.

(f) The licensee shall prepare a construction compliance report within one year following construction of the facility that will document any variances from the implementation planning, engineering and construction steps.

(g) Prior to the fish conservation facility being operational, the licensee shall annually summarize its fish conservation activities of the previous 12 months. Once the facility is operational, the licensee shall annually summarize the following information:

(i) numbers, lifestages, size and species of fish produced;

(ii) timing and locations of releases;

(iii) percent survival between life stages;

(iv) results of effectiveness monitoring;

(v) disease outbreaks, other problems and remedies that were implemented to reduce the risk of problems reoccurring; and

(vi) effectiveness monitoring in (j).

(h) The licensee shall file status reports every five years that summarize the annual reports and provide more detailed analysis and assessment of trends in the data. The five-year status reports will also describe any changes in production or release strategies developed in consultation with and subject to approval by the FAWG and the rationale for implementing the changes.

(i) Licensee, in consultation with and subject to approval by the FAWG, shall establish population goals for the Conservation Program by determining appropriate tributary target fish populations desirable for the purpose of establishing self-sustaining, native stocks of fish. Optimal outplanting strategies for achieving population goals will be identified by the licensee in consultation with and subject to approval by the FAWG through monitoring and evaluating multiple outplanting strategies that consider appropriate fish sizes, outplanting densities, frequency and timing. Each outplanting strategy will have independent markers/identifiers for analysis (e.g., otolith marks utilizing calceine, thermal, strontium chloride). The licensee shall monitor the initial success of outplanted native salmonids and conduct periodic monitoring until population goals are achieved. The licensee shall evaluate the reproductive success of outplanted native salmonids to determine, in consultation with and subject to approval by the FAWG, if population goals are met. The licensee shall adjust the conservation schedule and numbers subject to approval of the FAWG.

(j) In consultation with the FAWG, the licensee shall evaluate the effectiveness of the Conservation Program, including the success of alternate outplanting strategies, reproductive success of outplanted fish, or other aspects of the Conservation Program pursuant to the FAMP. The results of effectiveness monitoring will be included in the annual report.

(k) The reporting and implementation schedule for the native salmonid conservation facility is summarized below.

PM&E Measure/Activity	**Schedule**
Complete Implementation Planning	Within three years of license issuance
Facility Draft and Final Engineering Plans	Within four years of license issuance
Facility Construction	Within six years of license issuance
Begin Operations	Within six years of license issuance
Construction Compliance Monitoring Report	Within seven years of license issuance
Annual Reports	Every year
Five-year Status Reports	Every fifth year

With prior notice to FERC, the Licensee may use the Regional facility to produce fish to meet Regional needs per the terms of the Interlocal Agreement for Creation of the Second Species Fund and Provision of Regional Fishery Benefits among Licensee and certain other parties dated _____, 2026.

Article 9 (H). ***Recreational Fish Stocking Program*.**

(a) The licensee shall implement provisions of the Fish and Aquatics Management Plan (FAMP), Section 5.7, to provide for the annual stocking of approximately 11,678 pounds of trout in 18 lakes within a 15-mile area around the Project beginning no later than within two years of license issuance.

(b) Trout species stocked in these lakes will consist of westslope cutthroat, rainbow, rainbow triploid or tiger trout, and may include fall fry, fingerlings, spring fry and catchable-size fish. The number, size and species of fish, planting schedule and location may be adjusted by licensee in consultation with and approval by Washington Department of Fish and Wildlife (WDFW).

(c) Within one years of license issuance, the licensee shall, in consultation with and approval by WDFW, complete implementation planning to identify:

(i) Pre-stocking monitoring protocols

(ii) Source of fish

(iii) Number, size and species of fish, planting schedule and location

(iv) Stocking protocols

(d) The licensee shall provide for annual monitoring and evaluation of lakes receiving the stocked fish prior to the springtime opening day of trout season. At least six of the lakes receiving stocked fish will be monitored each year on a rotating subset of the 18 lakes. Monitoring activities will consist of yearly fall or preopening day spring index gillnetting to evaluate recruitment of planted trout fry, trout growth rates, relative trout abundance, and detection of illegally introduced and/or undesirable fish species. Survey timing, location and protocol will be developed by the licensee in consultation with and approval by WDFW.

(e) The licensee shall provide for opening day creel census on two lakes per year. Lakes to be creel-sampled will be selected each year in consultation with the WDFW.

(f) The licensee shall prepare an annual report identifying the amount, size, species, timing and location of stocking efforts. The licensee shall also prepare the results of monitoring and evaluation activities, activities planned for the upcoming year and highlight any proposed changes from previous protocols.

Article 9 (I). ***Fund for Habitat Improvements in Tributaries to Sullivan Lake.***

(a) Within one year of license issuance, licensee shall establish a $2.5 million (2.5 million dollar) fund called the Sullivan Lake Upper Tributary Fund in an interest bearing account for improving aquatic habitat in Harvey Creek, Noisy Creek and Jungle Creek as described in Section 2.8 of the Fish and Aquatics Management Plan (FAMP).

(b) Licensee shall have no obligations for any other habitat measures in tributaries to Sullivan Lake other than the Sullivan Lake Upper Tributary Fund.

(c) Licensee shall make fund distributions for measures in tributaries to Sullivan Lake in installments at the discretion of the Fish and Aquatic Work Group (FAWG) for planning and implementation activities.

(d) In the event that there are any unexpended funds in the Sullivan Lake Upper Tributary Fund after the measures described above have been completed, licensee shall use such unexpended funds for purposes of achieving additional habitat improvement in tributaries to the Boundary Reservoir as directed by the FAWG.

Article 10. *Escalation*.

(a) Unless otherwise indicated, all costs or payment amounts specified in dollars in the New License and Management Plans shall be deemed to be stated as of the year 2009, and licensee shall escalate such sums as of January 1 of each following year (starting in January 2012, or in the year preceding the Commission License issuance, whichever is later) according to the following formula:

AD = D x (NGDP)/(IGDP)

Where:

AD = Adjusted dollar amount as of January 1 of the year in which the adjustment is made

D = Dollar amount prior to adjustment

IGDP = "GDP-IPD" for the third quarter of the year before the previous adjustment date
(or, in the case of the first adjustment, the third quarter of the year 2009)

NGDP = "GDP-IPD" for the third quarter of the year before the current adjustment date

(b) "GDP-IPD" is the value published for the Gross Domestic Product Implicit Price Deflator by the United States Department of Commerce, Bureau of Economic Analysis in the publication Survey of Current Business, in the third month following the end of the applicable quarter. If that index ceases to be published, any reasonably equivalent index published by the Bureau of Economic Analysis may be substituted upon approval by the Commission. If the base year for "GDP-IPD" is changed or if publication of the index is discontinued, the licensee shall notify the Commission as soon as possible and recommend, after consultation with the Settlement Agreement Parties, adjustments or an alternative index that achieves the same economic effect.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle City Light

Title: An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer of City Light or designee to execute the First Amendment to Boundary Hydroelectric Project Relicensing Settlement Agreement and other related agreements for amending the Federal Energy Regulatory Commission License for the Boundary Hydroelectric Project; and ratifying and confirming certain prior acts.

Background: Seattle owns and operates the Boundary Hydroelectric Project, FERC Project No. 2144 (“Project”) and is the licensee for the Project. The Project produces approximately 1000 megawatts of power, which currently meets about 35% of the City’s electricity needs. The current license was issued in March 2013, has a term of 42 years, and has not previously been amended. City Light and the licensing participants worked for more than 2 years to successfully conclude negotiations on terms and conditions for the First Amendment to the Boundary License. After the amendment is filed with FERC, FERC will begin its review and will likely take 12-18 months to complete. The approved amendment will remain in effect through the end of the license term in 2055.

The Amended License issued by FERC will defer the implementation of the Reduction of Project Related Entrainment program (Entrainment Reduction) until the next license period. Entrainment is the passage of fish through the project via the turbines, spillways, or sluice gates which can lead to mortality. Deferral of the entrainment reduction program will produce savings of approximately $100,000,000 in this license period. The Amendment also eliminates three additional License measures (Mainstem Gravel Augmentation, North Fork Sullivan culvert replacement, and installation of engineered log jam structures (ELJs) at three tributary mouths) generating additional savings of approximately $12,000,000.

In exchange for removing these obligations from the current License SCL agrees to expand operations of the Native Salmonid Conservation Facility (hatchery) to include propagation of native Westslope Cutthroat Trout for regional needs, to expand spawning capacity by constructing an additional building at the hatchery (second species building), and to create a $4,000,000 Second Species account to fund agency and tribal field work related to regional native salmonid restoration. Anticipated construction cost for the second species building is approximately $7,000,000. No new funding or staffing is being requested for this Amendment.

Summary Attachments: None

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

a. CIP Project Name: Boundary License Mitigation
b. Master Project ID: XB6987
c. Project Location: Pend Oreille County, WA
d. Start Date: March 20, 2013
e. End Date: February 28, 2055
f. Total Project Cost: $316 million

This legislation does not directly amend a CIP project; however, it does alter the commitments required for Boundary Licensing which should result in reduced costs in the near term. Any changes needed in this CIP will be reflected in one or more future budget actions.

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

This legislation does not change appropriations; however, it is anticipated that this action will result in relief from $100 million of future financial liability.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

This project removes more than $100 million of future financial liability for the design, construction, and operation of multiple license measures that were determined to not likely be able to meet their original intended objectives. The following table outlines the changes to commitments and liabilities:

Type	Action	Item	Original Settlement Commitment	Anticipated Expenditure Date	Revised Settlement Commitment
CIP	Deferred	Entrainment Reduction program—deferred to next license.	~$100,000,000	2027-2041	(~$100,000,000)

CIP	Remove	Mainstem gravel augmentation, North Fork Sullivan culvert replacement, engineered log jam structures	~$12,000,000	2028	(~$12,000,000)
CIP	Add	Second Species Building	-	2028-2030	~$7,000,000
O&M	Add	Second Species Fund (SSF)	-	2028-2042	$4,000,000
O&M	Transfer	Regional hatchery operations — funded by reallocating remaining Entrainment Reduction program spending	$23,000,000	2028-2055	$16,000,000

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

All costs for this amendment were developed to fit within the existing 6-year forecast budget for the Boundary License implementation. Funding of the conservation fund and construction of the new building at the hatchery is fully funded through the 2026 Adopted CIP in project Boundary- Licensing Mitigation (MC-CL-XB6987). No additional funding requests are anticipated because of this License Amendment; however, some CIP funding will be transferred to City Light's operations budget in the 2027 Proposed Budget and CIP.

c. What financial costs or other impacts might happen if this legislation is not implemented?

If legislation is not approved and City Light does not sign and file the License Amendment, SCL would be required to spend the remaining $16,000,000 of prescribed funding to complete the initial study and design phases of the entrainment reduction project. Per the License SCL would then provide an additional $47,000,000 beginning in 2032 for the initial implementation of entrainment reduction measures. Based on the construction cost of similar programs in the region, City Light would likely need to provide supplemental funding in order to be able to complete construction, estimated to be $30M-$50M. If SCL were required to complete entrainment reduction measures, it

would also be impossible to rule out mandated operational changes that could affect our ability to generate power. Neither operational changes nor labor costs have been estimated or included in City Light's anticipated cost savings estimate.

The three additional projects that are proposed to be removed from the License (Mainstem Gravel Augmentation, North Fork Sullivan culvert replacement, and installation of engineered log jam structures (ELJs) at three tributary mouths) would need to be studied, designed, and implemented costing approximately $12,000,000.

d. How might this legislation affect other City departments besides the one that proposed it?

There are no anticipated effects to other City departments.

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

No.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

The Boundary License Amendment will create a positive impact for the Kalispel Tribe. The Tribe initiated discussions with City light outlining the underlying concept of this amendment and played a key role in the negotiation. The outcome of the changes to the License will specifically target the Kalispel

Tribe's pursuit of restoring native Westslope Cutthroat and Bull Trout populations within the Pend Oreille River basin.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

N/A

3. What is the Language Access Plan for communicating with the public about this legislation?

The Department will provide a translation upon request.

e. **Climate change impacts:**

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

No, this legislation will not have a significant effect on carbon emissions. The proposed measures in the license amendment outlined in this ordinance do not affect generation at the hydro-electric facility or create a significant impact on infrastructure.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Seattle will be, indirectly, more able to adapt to climate change through its obligations under the FERC License to operate Boundary Dam. This legislation supports expanded hatchery operations for propagation of native fish which also includes maintaining population level genetic diversity of Westslope Cutthroat trout in the Pend Oreille River basin. A population of native fish that has diverse genetic makeup will be more resilient and would have a better chance of adapting to, and surviving, changing environmental conditions.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

This legislation supports an amendment to the Boundary License which will expand native fish propagation for the Pend Oreille River region. Progress will be measured by growth and population statistics collected at the hatchery and reported to FERC and State agencies through bi-monthly work group meetings and annual reports. Native fish programming and outplanting activities are coordinated through the Kalispel

Tribe and Washington Department of Fish and Wildlife who oversee fish outplanting locations and quantities in waters of the State.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No, this legislation does not create a non-utility CIP.

File #: Res 32213, **Version:** 1

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The City of Seattle

Resolution

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

Recitals:

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:

Judkins Playground, 26-1760;

Miller Community Center Playground, 26-1760;

Arboretum Trail Phase II, 26-1619 and 26-1759;

Dr. Jose Rizal Park, 26-1625;

Walt Hundley Playfield, 26-1573; and

Eddie Vine Boat Launch (application number not yet assigned).

On May 1, 2024, the Seattle City Council passed Resolution 32135 adopting the Seattle Parks and Recreation 2024 Parks and Open Space Plan.

The projects are included in Seattle Parks and Recreation’s Asset Management Plan, the 2024 Parks

and Open Space Plan, the Capital Improvement Program, and/or the Seattle Park District Major Maintenance Plan.

This resolution authorizes the person(s) identified herein to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).

State grant assistance is requested by Seattle Parks and Recreation to aid in financing the cost of the projects referenced above. Therefore,

Be it resolved by the City Council of The City of Seattle, the Mayor concurring:

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 for funding assistance managed by the Office for the above “Projects” listed in the recitals.

Section 2. The City authorizes the following person or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding the City on the above projects listed in the recitals:

Grant document Name of signatory or title of person authorized to sign Grant application (submission thereof) Moshe Hecht / Project Funds and Contracts Coordinator, Supervisor, Seattle Parks and Recreation Project contact (day-to-day administering of the grant and communicating with the Recreation and Conservation Office (RCO)) Moshe Hecht / Project Funds and Contracts Coordinator, Supervisor, Seattle Parks and Recreation RCO Grant Agreement (Agreement) Michele Finnegan / Interim 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 Michele Finnegan / Interim 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 title with the county. Michele Finnegan / Interim Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent/Chief of Staff and the Deputy Superintendent of Planning and Capital Development.

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. The City shall comply with a request from the Office to provide documentation of people who may be authorized to execute documents related to the grant.

Section 3. The City has reviewed the Sample Project Agreement in the RCO Grant Agreement

Template document attached to this ordinance 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 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 the City's 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 organization.

Section 7. The City further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the Office may make revisions to its sample Agreement and that such revisions could include the indemnification clause 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 acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only 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 the amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

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

Section 12. The City certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Section 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 14. 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.

Attachments:

Attachment 1 - Sample Grant Agreement

Adopted by the City Council and signed in open session in authentication of its adoption on .

President of the City Council
Signed in concurrence on .

Katie B. Wilson, Mayor
Attested on .

Scheereen Dedman, City Clerk

Seal

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Grant Agreement Template

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 the applicant and the applicant's counsel as they seek grants managed by RCO.

This grant agreement will contain changes when issued based on the specifics of each project, such as the applicant, grant program, fund source, project type, and rule or law changes. Applicants are encouraged to thoroughly review their customized grant agreements before signing.

RCO reserves the right to make updates to this template.

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RCO Grant Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Parties of the Agreement

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the (Name of Funding Board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and (Sponsor and primary Sponsor), Address, City WA Zip Code, and shall be binding on the agents and all persons acting by or through the parties.

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.

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 identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this 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 or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). 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.

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).

Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

Description of Project

Brief description of the project is added.

Period of Performance

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

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.

Standard Terms and Conditions Incorporated

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

Long-Term Obligations

For this restoration project, the Sponsor's long-term obligations shall be for a minimum of (X) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Project Funding

The total grant award provided for this project shall not exceed (grant amount). 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:

	Percentage	**Dollar Amount**	**Source of Funding**
Funding Board-Fund Source	X Percent	$X	State
Total Project Cost	X Percent	$X	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

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 the Agreement, such information 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. "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.

Amendments to Agreement

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.

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.

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.

Compliance with Applicable Statutes, Rules, and Policies

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.

For the purpose of this Agreement, WAC Title 420, board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long-Term Obligations-Manual 7
- Reimbursements-Manual 8
- Restoration Projects-Manual 5
- Grant Program-Manual (Number)

Special Conditions

None

Special Conditions–Cultural Resources

Condition applies to the following area(s): (Address)

State–RCO Lead: Monitoring required: Archaeological survey was completed during the planning phase, but a portion of this property has not been surveyed. This not yet surveyed portion will need to either be surveyed or work in that area will need to be monitored. This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

State–RCO Lead: Proceed under an IDP: Work in the previously surveyed portion of the APE may proceed under RCOs Inadvertent Discovery Plan with archaeological monitoring of work near the archaeological site recorded in the 2021 CR survey. No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

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:

Sponsor Project Contact

Name
Address
City, State, Zip Code
Email

RCO Contact

Name
Address
City, State, Zip Code
Email

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.

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.

Effective Date

Unless otherwise provided for in this Agreement, this Agreement, for Project Number, shall become effective and binding on 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.

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 signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Grant Recipient Name

By: _____Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Funding Board

By: _____Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____Date: 01/31/2025_____

Assistant Attorney General

Eligible Scope Activities

Restoration Metrics

Worksite #1, Location Description

Targeted salmonid ESU/DPS (A.23)

Targeted species (non-ESU species):Searun Cutthroat

Miles of Stream and/or Shoreline Treated or Protected (C.0.b)

Project Identified In a Plan or Watershed (C.0.c)

Type Of Monitoring (C.0.d.1)

Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1)

Type Of Barrier (C.2.b.3)

Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3)

Number of bridges (C.2.g.2)

Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2)

Project Milestones

Project Milestone Report

Complete	Milestone	Target Date	Comments/Description
	Project Start		Date of RCO Director approval.
	Applied for Permits		
	Permits Complete		
	Progress Report Due		
	Final Design to RCO		Pre-construction design deliverables described in Application Project Proposal.
	Cultural Resources Complete		Must occur before beginning ground disturbance; see Special Condition #1 and #2.
	Bid Awarded/ Contractor Hired		Anticipated date of award.
	Annual Project Billing Due		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Restoration Started		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Stewardship Plan to RCO		
	Restoration Complete		
	Cultural Resources Documents		
	Other		As-built drawings to RCO; if completed project differs from final design.
	RCO Final Inspection		Date project should be completed.
	Agreement End Date		PROJECT CLOSING. All expenditures must be before this date.
	Final Billing Due		You have up to 90 days from Agreement End Date to submit final invoice
	Final Report Due		Must be on or after final billing in PRISM.

Standard Terms and Conditions of the Recreation and Conservation Office

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Standard Terms and Conditions Effective Date

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of Month/Day/Year.

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:

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.

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:

- 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.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.

- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, 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.

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.

Cultural Resources–Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director–The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date–The date when the signatures of all parties to this agreement are present in the agreement.

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. Part 200 (as updated)).

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 as updated).

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.

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.

Office–Means the Recreation and Conservation Office or RCO.

pass-through entity–A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). 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.

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–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.

project completion or completed project–The status of a project when all of the following have occurred:

- 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.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, 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. Part 200 (as updated)) 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.

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

reimbursement–RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project–A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project–A project 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/or enhancement project–A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

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

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. Part 200 (as updated). 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. Part 200 (as updated)). 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. Part 200 (as updated)). 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.

Performance by the Sponsor

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

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. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

Responsibility for Project

Although 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.

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.

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.

Indemnification

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents 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.

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.

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.

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.

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.

Independent Capacity of the Sponsor

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.

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.

Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

Compliance with Applicable Law

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination 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."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1. 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.

2. 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.

D. **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.

E. **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."

Archaeological and Cultural Resources

A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

    1. Projects occurring on State/Federal Lands: Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology 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. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to

indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

E. **Costs associated** with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1. Keep the IDP at the project site.
2. Make the IDP readily available to anyone working at the project site.
3. Discuss the IDP with staff and contractors working at the project site.
4. Implement the IDP when cultural resources or human remains are found at the project site.

G. **Inadvertent Discovery**

1. If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify 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.
2. 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 State provides a new notice to proceed.

a. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).

b. 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.

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 records 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. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject

at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the 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 record 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.

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. **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.

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 request reimbursement only 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:

   1. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

   2. 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

   3. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

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.

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, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, 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.

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 and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's 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.

Income (and Fees) and Use of Income

A. **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.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, 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, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

    1. The Sponsor’s matching resources;

    2. The project’s total cost;

    3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5. Capital expenses for similar acquisition and/or development and renovation; and/or

6. Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **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:

1. Grant program laws, rules, and applicable manuals;

2. Value of any service(s) furnished;

3. Value of any opportunities furnished; and

4. Prevailing range of public fees in the state for the activity involved.

Procurement Requirements

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination

based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

Treatment of Equipment and Assets

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.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

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.

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.

Acknowledgment and Signs

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

Provisions Applying to Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force:

A. **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.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

   Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

   1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the 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.

Long-Term Obligations of the Projects and Sponsors

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition and development 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, and/or renovated 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, and/or renovated 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.

1. 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.

Construction, Operation, Use, and Maintenance of Assisted Projects

The following provisions shall be in force for this agreement:

A. **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:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;

3. Throughout its estimated useful service life so as to prevent undue deterioration;

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals 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.

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.

Order of Precedence

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding state executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

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.

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.

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.

Specific Performance

RCO may, at its discretion, 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.

Termination and Suspension

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 (as updated).

A. **For Cause.**

1. 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;

2. 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.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights and Remedies of the RCO**.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, 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 repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all

work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2. 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.

Dispute Hearing

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:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the 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.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the 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.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Attorneys' Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

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 and agrees to venue as set forth above.

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.

End of Standard Terms and Conditions

This is the end of the Standard Terms and Conditions of the Agreement.

Special Provisions

Provisions for Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

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.

Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

Assignment of Rights. The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

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.

Real Property Acquisition and Relocation Assistance.

- **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
- **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

- **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

Hazardous Substances.

- **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:
    - No hazardous substances were found on the site, or
    - Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-

through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

Long-Term Obligations of the Projects and Sponsors

Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or

easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

Provisions for Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

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.

Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies." "

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 website. 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 website.

Provisions for Boating Project Grants

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a

United States Coast Guard (or other federal agency) logo and funding program information at the project site.

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.

Provisions Related to Corporate (Including Nonprofit) Sponsors

A corporate Sponsor, including any nonprofit Sponsor, shall:

- 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.
- 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.
- Maintain sites or facilities open to the public and may not limit access to members.

Provisions for Federal Subawards Only

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

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.

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)."

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.

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.

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.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

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.

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.

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).

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.

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.

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)).

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.

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.

Provisions for Farm and Forest Account Projects (Farmland and Forestland Preservation Projects Only)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- Section 15-Income and Income Use;
- Section 19-Stewardship and Monitoring;
- Section 21-Acknowledgement and Signs;
- Section 24-Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- Section 25C-Perpetuity; and
- Section 26-Construction, Operation, Use and Maintenance of Assisted Projects.

Provisions for Firearms And Archery Range Recreation Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

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.

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.

Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

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.

Government Agencies. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Provisions for Land and Water Conservation Fund Projects Only

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement 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.

Provisions for Salmon Recovery Funding Board Projects Only

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.

Provisions for Puget Sound Acquisition and Restoration Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

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.

Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

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 at http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

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.

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.

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.

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.

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.

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.

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:

- Include qualified minority and women's businesses on solicitation lists.
- Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- 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.

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:

- There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
- $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.

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:

Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

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.

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

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:

- Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
- Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for

travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

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.

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.

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).

Provisions Applicable Only if Federally Recognized Indian Tribe is the Sponsor

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.

The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such

actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

Screen Reader Users: Make sure settings include reading (1) strikethrough and underline font attributes, and (2) superscripts and subscripts.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Parks and Recreation

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

Background: This proposed legislation authorizes Seattle Parks and Recreation (SPR) to submit grant applications to the State of Washington Recreation and Conservation Office (RCO) for funding assistance for the projects and amounts listed in the table below. RCO was established in 1964 and supports outdoor recreation, habitat conversation, and access to public lands in Washington State via competitive grant processes. The program requires SPR to submit a council approved resolution as part of the formal RCO grant application process. Note this legislation is not making changes to SPR's capital appropriations. Subsequent grant awards will be included in quarterly supplemental budget requests for City Council approval.

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 Amount	Local Match Source	Grant Plus Match Total[1]
Judkins Playground	Playground and ADA Improvements.	Washington Wildlife and Recreation Program (WWRP) – Local Parks	$ 500,000	$500,000	Seattle Park District	$1,000,000
Miller Community Center Playground	Fully inclusive playground renovation.	Washington Wildlife and Recreation Program (WWRP) – Local Parks	$ 500,000	$800,000	Seattle Park District	$1,300,000
Arboretum Trail Phase II	Replacement of overwater trail sections.	Aquatic Lands Enhancement Act (ALEA)	$ 500,000	$1,509,000[1]	Seattle Park District and REET Funding	TBD
Arboretum Trail Phase II	Replacement of overwater trail sections.	Washington Wildlife and Recreation Program (WWRP) – Trails	$ 1,509,000	$1,509,000[1]	Seattle Park District and REET Funding	$3,018,000
Dr. Jose Rizal Park	Playground and park improvements.	Washington Wildlife and Recreation Program (WWRP) – Local Parks	$ 500,000	$1,000,000	King County Parks and Open Space Grant	$1,500,000

[1] SPR is submitting two separate applications for the Arboretum Waterfront Trail Phase II. RCO defines these as a 'Stacked Funding Application' which allows us to identify one match amount for multiple grants, and this case ALEA and WWRP. Therefore, the total local match listed for both grants is counted once in the table.

Walt Hundley Playfield	Playfield replacement and accessibility improvements.	Youth Athletic Facilities (YAF)	$ 1,402,345	$1,402,345	Seattle Park District	$2,804,690
Eddie Vine Boat Launch	Planning grant for the boat launch replacement.	Boating Facilities Program (BFP) - Planning	$ 200,000	$200,000	REET Funding	$400,000
		Total	**$5,111,345**	**$5,411,345**	**--**	**$10,022,690**

The projects outlined were selected because they combine community benefit, clear capital need, strong alignment with RCO program criteria, and project timeline alignment with the award schedule of these available grant opportunities. Also, RCO will only fund projects included in an adopted plan. The recommended projects meet these criteria, as they are included in SPR's Asset Management Plan, the 2024 Parks and Open Space Plan, the Capital Improvement Program, and/or the MPD Major Maintenance Plan. In addition, the Recreation and Conservation Office's (RCO) Washington Wildlife and Recreation Programs (WWRP) – Local Parks, Trails, and Water Access, the Aquatic Lands Enhancement Act (ALEA), the Youth Athletic Facilities (YAF), and the Boating Facilities Program (BFP) programs all require a local funding match. SPR's required matching funds for these projects are all appropriated in various funds including the MPD (Seattle Metropolitan Park District), REET (Real Estate Excise Tax), and King County Parks Levy as identified in the table above.

RCO is expected to announce grant award recommendations for the above programs starting in October 2026, except for the BFP program which will be announced in April 2027. Grant contracting and execution is expected in the fall of 2027.

If selected for these grant awards, the funding will support currently unfunded and underfunded project elements and help close anticipated funding gaps.

Summary Attachments:

Summary Attachment A – Project Boundary Maps

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

c. What financial costs or other impacts might happen if this legislation is not implemented?

The projects outlined in this legislation could significantly reduce in scope unless additional money is appropriated for the projects.

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

☐ Yes

☒ No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

This legislation supports projects that serve many historically disadvantaged communities, brings benefit where it is needed most, and ensures equitable access to multiple communities. The Dr. Jose Rizal Park and Judkins Park projects will bring newly renovated play opportunities, site accessibility, and a higher level of safety to communities within some of our most disadvantaged neighborhoods. Additional grant funding at Dr. Jose Rizal Park will help us do more than a minimum repair and create a more complete public space with site furnishings, expanded play, and a view area that meets the needs of the community. The Judkins and Miller playground projects are designed to incorporate universally inclusive play elements for a broad range of ages and abilities. These play areas will serve populations across the city and remove barriers, ensuring equal access, and create spaces where everyone feels welcome and able to participate. The additional funding will allow these play areas to go above and beyond baseline requirements and reach a higher degree of accessibility. The Arboretum Trail project is part of a regional park, serving populations across the city as

well as guests. It aids accessibility, links neighborhoods, and provides access to nature and water. The additional funding will allow us to replace two overwater structures and improve accessibility and safety. The Walt Hundley playfield project will provide critical major maintenance and accessibility work to the field and restroom. Finally, the Eddie Vine Boat Launch project will improve safety, circulation, and accessibility for this heavily used water access site. This funding will help us preserve this great amenity for the community by performing asset management work and ensuring equitable access.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

No Racial Equity Toolkits were used to develop this legislation.

3. What is the Language Access Plan for communicating with the public about this legislation?

Communities are assessed for the languages spoken in the neighborhood to inform the community engagement events where input is gathered to inform project designs. This includes translation of announcements into multiple languages and inclusion of interpreters when needed. These efforts will be present for each project regardless of whether the projects receive RCO grant awards.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

No

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

No

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No

Summary Att A – Project Boundary Maps
V1
Screen Reader Users: Make sure settings include reading strike-through and underline font attributes.

Seattle Parks & Recreation

Judkins Playground

2150 S Norman St, Seattle, WA 98144

Park Entry Point

Project Boundary

Judkins Park and Playfield Boundary

WWRP Boundary Map Signature Block

City of Seattle Date

Washington Recreation and Conservation Office Date

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Basemap source:
City of Seattle, 2023
Map date: Apr 29, 2026

Summary Att A – Project Boundary Maps
V1
Screen Reader Users: Make sure settings include reading strike-through and underline font attributes.

Seattle Parks & Recreation

Miller CC Playground

330 19th Ave E, Seattle, WA 98112

Park Entry Point

Project Boundary

Miller Park Boundary

WWRP Boundary Map Signature Block

City of Seattle Date

Washington Recreation and Conservation Office Date

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Basemap source:
City of Seattle, 2023
Map date: Apr 29, 2026

Summary Att A – Project Boundary Maps
V1
Screen Reader Users: Make sure settings include reading strike-through and underline font attributes.

Seattle
Parks & Recreation

Arboretum Trail - Phase II

2170 E Shelby St, Seattle, WA 98112

Park Entry Point

Project Boundary

Park Boundary

Boundary Map Signature Block

City of Seattle	Date
Washington Recreation and Conservation Office	Date

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Basemap source:
City of Seattle, 2023
Map date: Apr 29, 2026

Summary Att A – Project Boundary Maps
V1
Screen Reader Users: Make sure settings include reading strike-through and underline font attributes.

Seattle Parks & Recreation

Dr. Jose Rizal

1007 12th Ave S, Seattle, WA 98144

☆ Park Entry Point

Project boundary

Upper Dr. Jose Rizal Park boundary

WWRP Boundary Map Signature Block

City of Seattle Date

Washington Recreation and Conservation Office Date

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Map date: Apr 29, 2026

Summary Att A – Project Boundary Maps
V1
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Seattle Parks & Recreation

Walt Hundley

6920 34th Ave SW, Seattle, WA 98126

☆ Park Entry Point

Project Boundary

Walt Hundley Playfield Boundary

YAF Boundary Map Signature Block

City of Seattle Date

Washington Recreation and Conservation Office Date

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Summary Att A – Project Boundary Maps
V1
Screen Reader Users: Make sure settings include reading strike-through and underline font attributes.

Seattle Parks & Recreation

Eddie Vine Boat Launch

8001 Seaview Ave. NW, Seattle, WA 98117

Planning Application
Boundary Map not required

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Basemap source:
City of Seattle, 2023
Map date: Apr 29, 2026

Legislation Text

File #: Appt 03545, **Version:** 1

Reappointment of Jaci S. McCormack as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Jaci S. McCormack*

Board or Commission Name: *Indigenous Advisory Council*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *8/1/2026* to *7/31/2028*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *N/A*

Appointee brief overview:
Jaci McCormack grew up on the Nez Perce Reservation outside of Lewiston, Idaho. She fell in love with basketball early on and earned a scholarship to play for Illinois State University, where she earned her degree in Sociology. After her college career, Jaci was inspired to return home and give back to her community. She served as the Deputy Executive Director for the Nez Perce Tribe, as well as the Youth Prevention Director, building deep relationships with tribal and community partners.
In 2015, Jaci founded Rise Above, a non-profit organization that gives Native youth the skills and resilience to overcome their circumstances and write their own futures. As the CEO of Rise Above, Jaci leads the organization in its mission to empower youth through a variety of programs including sports, education, music, financial literacy, prevention skills and mentorship, using prevention strategies that will spark change in people's lives.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/12/26**	*Katie B. Wilson* Mayor of Seattle

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Jaci S. McCormack

[redacted]

Personal
Enrolled member of the Nez Perce Tribe

Current Employment

Rise Above, Founder/President (August 2015 – Present) Develop and maintain a strong Board of Directors as well seek and build board involvement with strategic direction. Actively engage board members, staff and partnering organizations to ensure on-going local programmatic excellence, program evaluation, fundraising, communications. Lead, coach and development management team for effective systems to track progress and regularly evaluate program components. Develop and implement program budget and financial forecasting each fiscal year while monitoring expenditures and compliance.

Tulalip Tribes Office of the Reservation Attorney (September 2016 – July 2022)

Prosecutors Office, Victim Services Coordinator
Victim Services Coordinator for the Tulalip Tribes specializing in expanding and developing streamlined services for victims of crime. Help prepare contract agreements between the program and Victim Advocate Attorneys, provide emergency and on-going support to victims of crime. Increase awareness and education for services, resources and legal updates as necessary. Support prepared comments and testimony for Tribal Tribes Chairman and Representatives as it relates to federal legislation, specifically related to the reauthorization of the Violence Against Women Act and Missing and Murdered Indigenous Women.

Victim Assistance Coordinator. Develop and implement GPS tracking protocols and process for monitoring of domestic violence offenders, both native and non-native. Acted as a liaison between crime victims and criminal justice system, as well as other departments and services. Helped prepare and review legal pleadings, orders and other documents such as protection order petitions and restitution hearing packets and worked directly with the prosecutor to further develop, enhance and improve prosecution approach to exercise Special Domestic Violence Criminal Jurisdiction. Helped develop culturally appropriate services for victims and families to keep victims informed of court processes and probation supervision.

Domestic Violence & Sexual Assault Investigator. Provide crisis intervention information and referral, support and advocacy to victims of domestic violence and sexual assault. Worked directly with the prosecutor to create enhanced prosecution to offender accountability and victim safety and assisted with the development of policy and procedures to ensure victim safety and promote the well-being of women and their children. Worked closely with the Tulalip Tribal Police, Snohomish County Sheriff's Department, Tribal and State Courts and with other domestic violence and sexual assault programs. Engaged in social change to impact attitudes, values and behavior that contribute to DV/SA.

Past Employment

A PLUS Youth Program, Director of Institutional Giving (February 2015- July 2016) Develop a plan for increased corporate, foundation and government support and identify new ways to secure sponsorships through innovative packaging and creative marketing/advertising opportunities. Develop proposals, grant applications, reports and materials for corporate sponsorship and foundation giving and to ensure timely fulfillment of sponsorship benefits and recognition.

Nez Perce Tribe, Deputy Executive Director (January 2014 - February 2015) Provide intradepartmental, inter-tribal and interagency coordination for Natural Resources Programs. Delivering departmental supervision and oversight as well as policy recommendations to the Tribe in matters regarding tribal operations. Responsibilities also included strategic guidance and advancement of the department and tribe and ensuring personnel administration are implemented as designed.

Nez Perce Tribe, Youth Prevention Director (March 2010 – January 2014) Promote tribal policy and strategic planning to support health and education initiatives that support children, youth, families, communities and schools. Collaborate with community coalitions to advocate for social policy change and positive community norms. Implement, monitor and evaluate state and federal cooperative agreements through grants and contracts. Daily supervision of staff for program management, ensure compliance and maintain cultural competence in programming.

Northwest Portland Area Indian Health Board & Northwest Tribal Epidemiology Center, Project Specialist (November 2006 - February 2010) Supply assistance with data collection and data analysis of barriers to implementation of public health intervention, for the forty-three tribes in the Northwest. Provide monthly and annual budget updates to federal partners and quarterly presentation to the NPAIHB Board of Directors focusing on health promotion and disease prevention.

Education

- Bachelor of Science, Illinois State University (May 2005)
- Certificate in Legal Advocacy, University of Wisconsin/Southwest Center for Law & Policy (June 2019)
- High School Diploma, Lake Oswego High School (June 2000)

Athletic Achievements

- McDonalds All-American Nominee (1997, 1998, 2000)
- Idaho State Player of The Year (1997, 1998)
- Idaho Athlete of The Year Nominee (1997, 1998)
- Oregon State Second Team (2000)
- Washington/Oregon All Star Game (2000)
- Junior USA Basketball Nominee (2000)
- Illinois State University Full Athletic Scholarship (2000-2005)
- Missouri Valley Conference Player of The Week (2000-2005)
- Missouri Valley Conference Tournament Most Valuable Player (2005)
- Inaugural NABI Leadership Award Presented by Sam McCracken (2005)
- Lake Oswego Hall of Fame (February 2018)
- Hoopfest/Nike N7 Featured Athlete (June 2019)

Presentations/Speaking Engagements

- TEDx Talk Belltown, Seattle, WA
- Title IX Conference Illinois State University, Normal, IL
- American Diabetes Association, Washington, D.C.
- Center for Disease Control and Prevention, Tribal Consultation Advisory Committee, Uncasville, CT
- Arizona Coordinated School Health Conference, Tucson, AZ
- Bureau of Indian Education Summer Learning Institute, Denver, CO
- United States Attorney's Office, Western District of Washington, Seattle, WA
- University of California Los Angeles, American Indian Student Association, Los Angeles, CA
- Community Health Suicide Prevention, Tulalip Tribes, WA
- Wapato High School, Native American Club, Wapato, WA

References

- Phil Haugen, COO of Kalispel Tribal Economic Authority (509) 481-2479
- Dr. Martina Whelshula, Owner, Swan Innovations (509) 998-3213
- Willie Frank III, Chairman, Nisqually Indian Tribe (360) 456-5221

Indigenous Advisory Council

9 Members: Pursuant to Ordinance 126512, all members subject to City Council confirmation, with 2 -year terms.

- 5 City Council-appointed
- 4 Mayor-appointed
- 0 Other Appointing Authority-appointed:

Roster as of [6/15/26]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Tribal Member-WA	Donny Stevenson	8/1/25	7/31/27	3	City Council
2	Tribal Member-WA	Luther "Jay" Mills	8/1/26	7/31/28	3	City Council
3	Tribal Member-Any	Jeremy Takala	8/1/26	7/31/28	3	Mayor
4	Indigenous Youth	Tia Yazzie	8/1/25	7/31/27	1	Mayor
5	Indigenous Elder	Suzanne Sailto	8/1/25	7/31/27	2	City Council
6	Urban Native Org	Esther Lucero	8/1/25	7/31/27	3	City Council
7	Urban Native Org	Derrick Belgarde	8/1/26	7/31/28	3	City Council
8	Urban Native Org	Eddie Sherman	8/1/25	7/31/27	1	Mayor
9	Urban Native Org	Jaci S. McCormack	8/1/26	7/31/28	3	Mayor

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi-racial	N/A
Mayor	2	2						4						
Council	3	2						5						
Other														
Total	5	4						9						

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								9

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Legislation Text

File #: Appt 03546, **Version:** 1

Reappointment of Jeremy Takala as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Appointment packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Jeremy Takala*

Board or Commission Name: *Indigenous Advisory Council*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *8/1/2026* to *7/31/2028*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *N/A*

Appointee brief overview: *Jeremy Takala, known as Pax'una'shut in the Yakama Nation hails from the Kahmiltpah Band (Rock Creek) located on the Columbia River, while also a proud descendant of Hopi. He was nominated in 2020 to serve as a Tribal Councilman for Confederated Tribes and Bands of the Yakama Nation. Councilmember Takala chairs the Fish and Wildlife & Law and Order Committees, serves as Secretary of Legislative Committee, and is a member of Heath, Employment and Welfare Committee. Prior to his time in office, he worked 12 years for the Yakima Klickitat Fisheries Project (YKFP) at the Klickitat River Research Monitor Evaluate as a fisheries technician. His hands on training and Washut upbringing has contributed to his skillset as a CRITFC Commissioner with the Nez Perce, Umatilla and Warm Springs Tribes. He is compassionate about upholding up his tribes' Treaty Rights with the federal government and protecting resources for those yet unborn.*

Jeremy was raised in Goldendale, WA and is a proud member of the Rock Creek Longhouse. Learning to drum and provide for the longhouse at an early age is a tribute to his elders who have passed on their traditional educations. He continues to carry on old-style values with his wife Kim, their two sons Tyler and Clint and infant daughter Nena, as well as numerous nieces, nephews, and extended community participants. When time allows between his son's baseball and basketball schedules he finds time to display his Round Bustle style of dance on the Pow-Wow circuit, with his boy's right behind mimicking his every move. He has lead students to national conferences as part of the Big River Council and has been an instrumental presence in local schools and parent committees as a voice for Native representation.

Jeremy's passion has always been in the mountains gathering traditional foods and medicines, hunting, fishing and practicing the ways of time immemorial. He resides as a stewardship for future generations to understand and defend natural foods, streams and animals. Striving to carry out the visions of past leadership while embarking on ways to preserve natural laws in the contemporary world. Jeremy attributes his large family and Longhouse gatherings as a reason for his achievements and for preparing him to be a team player, "it takes a village". When called upon by the elders to take the helm, he graciously accepted their words of encouragement and stepped into his governance role.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/12/26**	*Katie B. Wilson* Mayor of Seattle

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Jeremy Takala

[redacted] | [redacted] | [redacted]

Objective

Seeking to be reappointed to the Seattle Indigenous Advisory Council to leverage my experience. Expertise of 6 years includes strategic planning, community engagement, local, county, lobbying efforts in state and federal levels. This also includes engagement initiatives in the federal, state, tribal partners at the federal level while engaging with internal staff, and NGOs. Passionate in areas of Natural Resources, Cultural Resources while carrying expertise in areas of public safety and legislative areas.

Experience

Awards & acknowledgments

National Center for American Indian Enterprise Development

Recipient of 40 under 40 award-2025

Tribal government leader with 15+ years of experience in governance, natural resource management, and intergovernmental relations. Elected Tribal Councilmember and two-term Chairman with a proven record of legislative advocacy, policy leadership, and regional collaboration to protect treaty rights, fisheries, and community services.

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION
Toppenish, Washington
Tribal Councilmember | Feb. 2020 – Present

- **Elected Tribal Councilmember providing governance oversight for tribal government programs and enterprises.**
- **Assistant Secretary, Executive Committee; Chair: Law & Order, Fish & Wildlife, Legislative, and Energy Committees; Member: Veterans Committee.**
- **Oversee public safety and justice entities (Tribal Police, Justice Services, Tribal Court, Prosecutor, Public Defender),**

Gaming Commission, and Natural Resources divisions.

- **Lead strategic planning for fisheries management, environmental protection, fire response, and regulatory compliance.**
- **Conduct state and federal legislative advocacy, including testimony and lobbying for policy priorities and funding.**
- **Collaborate with tribes, states, and NGOs on regional initiatives including the Columbia Basin Restoration Initiative and Resilient Columbia Agreement to protect salmon and ecosystem health.**

COLUMBIA RIVER INTER-TRIBAL FISH COMMISSION
Portland, Oregon
Chairman (Elected, Two Terms) | Feb. 2020 – July 2021; July 2024 – July 2025

- **Represent four Columbia River Treaty Tribes and set Commission business agendas and policy direction.**
- **Provide state and federal advocacy and testimony in Oregon and Washington.**
- **Advance treaty rights, fisheries policy, and inter-tribal coordination.**

YAKAMA NATION – YAKIMA/KLICKITAT FISHERY PROJECT
Klickitat, Washington
Fish Technician III | Mar. 2008 – Feb. 2020

- **Supported research, monitoring, and evaluation of Chinook and Coho salmon in the Klickitat and Columbia River systems.**
- **Conducted trapping, PIT-tagging, translocation, biological sampling, and field data collection.**
- **Contributed to habitat, food web, and fisheries management studies; completed professional fisheries training.**

YAKAMA NATION HOUSING AUTHORITY
Wapato, Washington
Maintenance & Construction Laborer | 2004 – 2008

- **Performed framing, roofing, weatherization, and general maintenance for tribal housing on and off the reservation.**

COMMUNITY LEADERSHIP/ Engagement
Seattle Indigenous Advisory Council-2 terms 2022-Present
Affiliated Tribes of Northwest Indians- Alternate Rep. 2020-Present
National Congress of American Indians-Delegate 2020-Present
Rock Creek Longhouse — Drummer, singer, Ichishkíin-language speaker; Leader, Big River Youth Council Adviser
Goldendale High School — Diploma

Indigenous Advisory Council

9 Members: Pursuant to Ordinance 126512, 5 or all members subject to City Council confirmation, with 2-year terms.

- 5 City Council-appointed
- 4 Mayor-appointed
- 0 Other Appointing Authority-appointed:

Roster as of [6/15/26]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Tribal Member-WA	Donny Stevenson	8/1/25	7/31/27	3	City Council
2	Tribal Member-WA	Jay Mills	8/1/26	7/31/28	3	City Council
3	Tribal Member-Any	Jeremy Takala	8/1/26	7/31/28	3	Mayor
4	Indigenous Youth	Tia Yazzie	8/1/25	7/31/27	1	Mayor
5	Indigenous Elder	Suzanne Sailto	8/1/25	7/31/27	2	City Council
6	Urban Native Org	Esther Lucero	8/1/25	7/31/27	3	City Council
7	Urban Native Org	Derrick Belgarde	8/1/26	7/31/28	3	City Council
8	Urban Native Org	Eddie Sherman	8/1/25	7/31/27	1	Mayor
9	Urban Native Org	Jaci S. McCormack	8/1/26	7/31/28	3	Mayor

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi-racial	N/A
Mayor	2	2						4						
Council	3	2						5						
Other														
Total	5	4						9						

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								9

Legislation Text

File #: Appt 03566, **Version:** 1

Reappointment of Derrick Belgarde as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Derrick Belgarde*

Board or Commission Name: *Indigenous Advisory Council*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *8/1/2026* to *7/31/2028*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *N/A*

Appointee brief overview:
Derrick Belgarde is an enrolled member of the Confederated Tribes of Siletz Indians of Oregon, and Chippewa-Cree from Rocky Boy, MT. Derrick has worked and served in the field of housing affordability and has fought for the rights of those suffering from housing insecurity for many years. He currently serves on the board of Community Roots Housing, Downtown Emergency Services Center (DESC), Seattle/King County Coalition on Homelessness (SKCCH), and the Housing Development Consortium. Derrick completed his undergraduate in Public Affairs magna cum laude and went on to obtain a master's in public administration, both at Seattle University. He is a proud father of three and is married to the wonderful Lua Belgarde.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Dan Strauss **Date Signed:** July 13, 2026	*Dan Strauss, Seattle City Councilmember*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Derrick Leonard Belgarde
[redacted]

Work Experience

Chief Seattle Club **2015 - Present**

Executive Director/CEO (changed to CEO 1/1/2025) *2021 - Present*

- Oversee agency budget, which has tripled under my tenure from $7 million in 2021 to $24 million in 2024.
- Built up a strong leadership team, and increased workforce from 58 to over 130.
- Establish, develop, and nurture external partnerships including government, non-profits, tribes, and research.
- Liaison to City, County, State, and Federal elected officials and staff leadership on issues related to homelessness, housing, substance abuse, and non-profits.
- Establish, lead, coach, and manage Senior Leadership Team.
- Develop, maintain, and support our Board of Directors.
- Ensure the Club's programs and operations maintain our core values.

Deputy Director *2017 – 2021*

- Responsible for the day-to-day operations of all services for Chief Seattle Club.
- Oversee all departments such as HR, Finance, Facilities, IT, and Community Services.
- Responsible for the development and launch of our first shelter.
- Directly supervise all managers and directors (5 employees).

Program Manager *2015 – 2016*

- Oversee all programming including hygiene services, art programs, physical activities, and spiritual programs.
- Create and implement new programs as needed.
- Responsible for Member Services budget.
- Directly supervise 10 employees.

El Centro de la Raza **2012 - 2015**

Food Bank Coordinator/Hot Meal Coordinator *2014 - 2015*

- Oversee the day-to-day operations of the Food Bank and Hot Meal Programs.
- Track daily participation for monthly billing and reporting purposes.
- Meet all monthly targets and goals.
- Keep all systems and databases updated and current.
- Represent El Centro de la Raza at local emergency food meetings.

Job Developer
2014

- Assist participants in finding and securing full-time and permanent employment by establishing and maintaining working relationships with local employers.
- Assist the employment specialist in planning routine employment workshops.
- Track and monitor progress of participants to ensure goals are being met.
- Maintain program information in databases such as Salesforce.
- Attend all relevant local job fairs and meetings that relate to employment seeking.

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Special Projects Coordinator *2012 - 2014*

- Assist the Director of Human Services in managing daily operations.
- Plan and prepare monthly billings for various programs and grants.
- Organize, file, and maintain vital documents such as Grant, Contracts, and MOU's.
- Maintain program data in databases such as Salesforce or HMIS.
- Temporarily fill in for other program coordinators such as the Food Bank, Hot Meal, and Senior Program.

Housing Case Manager Intern *2012*

- Assist the Lead Homelessness Assistance Case Manager in participant intake and assessment.
- Perform home inspections prior to participant move-in.
- Manage, maintain, and update participant case files and case notes.

Population Connection, Lobbyist in Washington D.C. **2012**

- Lobbied for funding and access of global family planning for women in developing countries.
- Lobbied to Washington State Representatives and Senators in Washington D.C. and in their local offices in the State of Washington.
- Planned and set meetings for groups to meet with Congressional Staff.

Education

Seattle University, Master of Public Administration 2013 - 2015

G.P.A. – 3.825

Seattle University, Bachelor of Arts 2011 - 2013
Magna Cum Laude – G.P.A. 3.791. Member of the Tau Sigma Honors' Society, Pi Alpha Alpha Honor Society (National Public Administration Honor Society), Dean's List

Seattle Central Community College, Associate in Arts 2010 - 2011

Volunteer Leadership

- Board of Directors, Community Roots Housing
- Board of Directors, Downtown Emergency Services Center
- Board of Directors, Downtown Seattle Association
- Board of Directors, Housing Development Consortium
- Board of Directors, Seattle King County Coalition on Homelessness
- Board of Directors, We Are in
- Councilmember, City of Seattle Indigenous Advisory Council
- Leadership Council Member, Seattle University College of Arts & Sciences

Interests

Volunteering, traditional Native American bead and leatherwork, reading, spending time with my family.

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Indigenous Advisory Council

9 Members: Pursuant to Ordinance 126512, 5 or all members subject to City Council confirmation, with 2-year terms.

- 5 City Council-appointed
- 4 Mayor-appointed
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Roster as of [6/15/26]

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9	Urban Native Org	Jaci S. McCormack	8/1/26	7/31/28	3	Mayor

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi-racial	N/A
Mayor	2	2						4						
Council	3	2						5						
Other														
Total	5	4						9						

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								9

Legislation Text

File #: Appt 03567, **Version:** 1

Reappointment of Luther F. Mills as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Luther F. Mills*

Board or Commission Name: *Indigenous Advisory Council*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *8/1/2026 to 7/31/2028*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Include Seattle neighborhood or other city residence*

Appointee brief overview:

Luther "Jay" Mills, Suquamish Tribal Member, and elected Tribal Council Member, has served more than 25 years on Council, and has been employed with the Suquamish Tribe and its economic agency, Port Madison Enterprises, for more than 45 years—serving in several different capacities, but most recently as Port Madison Enterprises Ambassador.

Jay has more than 25 years of experience in Tribal Government overseeing government operations such as administration, human services, the Dept. of Community Development, legal, law enforcement, Tribal court, wellness, education, health benefits, and government-to-government relations with local cities, counties, Washington state, and the U.S. government.

Jay is also a commercial fisherman with a wealth of knowledge in gathering and preserving Salish Sea seafood for over 50 years! Jay has been teaching Chief Kitsap Academy students in the traditional ways to cook and preserve seafood he learned from his great grandmother, Cecelia Jackson. He and his wife Joanie have raised five amazing children, as well as 19 grandkids!

Jay's leadership roles on boards and committees include: Suquamish Tribal Council (elected), Kitsap Economic Development Board (appointed), Washington Economic Development Association (member), Bremerton Chamber Board Member (appointed), Visit Kitsap Peninsula Board Member (appointed), Suquamish Foundation Board Member (appointed), Chief Kitsap Academy School Board Member (appointed), and Leadership Kitsap Board Member (former).

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Dan Strauss **Date Signed: July 13, 2026**	Dan Strauss, Seattle City Councilmember

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Luther F. Mills Jr. (Jay)

[redacted] [redacted] [redacted]

OBJECTIVE

Enrolled Suquamish Tribal Member, and Elected Official of the Suquamish Tribal Council with 25 years' experience in Tribal Government and Enterprise work. Seeking an opportunity to strengthen and influence diversity by serving on the Seattle Indigenous Advisory Board.

EDUCATION

West High, Bremerton, WA

KEY SKILLS

Senior Executive Manager
Program & Site Management
Networking & Volunteerism
Strategic Planning
Leadership Development
Project Management
Communication Skills

EXPERIENCE

2017- Current
Ambassador: Port Madison Enterprises, Clearwater Casino Resort

2017-2004
General Manager: Kiana Lodge, Port Madison Enterprises

1999-2004
Slot Manager: Port Madison Enterprises, Clearwater Casino Resort

1994-2004
Bingo Manager: Port Madison Enterprises, Clearwater Casino Resort

COMMUNICATION

Ocean to Table Project, Chief Kitsap Academy
Since Time Immemorial Curriculum Lecturer
Canoe Journey Traditional Foods Coordination
Suquamish Seafood's Enterprise Liaison, Tribal Council
Suquamish Tribal Court Liaison, Tribal Council

LEADERSHIP

Suquamish Tribal Council Member (elected)
Bremerton Chamber Board Member (appointed)
Visit Kitsap Peninsula Board member (appointed)
Kitsap Economic Development Board Member (appointed)
Washington Economic Development Association Member
Suquamish Foundation Board Member (appointed)
Chief Kitsap Academy School Board Member (appointed)

REFERENCES

Available upon request

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Indigenous Advisory Council

9 Members: Pursuant to Ordinance 126512, 5 or all members subject to City Council confirmation, with 2-year terms.

- 5 City Council-appointed
- 4 Mayor-appointed
- 0 Other Appointing Authority-appointed:

Roster as of [6/15/26]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Tribal Member-WA	Donny Stevenson	8/1/25	7/31/27	3	City Council
2	Tribal Member-WA	Jay Mills	8/1/26	7/31/28	3	City Council
3	Tribal Member-Any	Jeremy Takala	8/1/26	7/31/28	3	Mayor
4	Indigenous Youth	Tia Yazzie	8/1/25	7/31/27	1	Mayor
5	Indigenous Elder	Suzanne Sailto	8/1/26	7/31/28	3	City Council
6	Urban Native Org	Esther Lucero	8/1/25	7/31/27	3	City Council
7	Urban Native Org	Derrick Belgarde	8/1/26	7/31/28	3	City Council
8	Urban Native Org	Eddie Sherman	8/1/25	7/31/27	1	Mayor
9	Urban Native Org	Jaci S. McCormack	8/1/26	7/31/28	3	Mayor

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi-racial	N/A
Mayor	2	2						4						
Council	3	2						5						
Other														
Total	5	4						9						

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								9

Legislation Text

File #: Appt 03568, **Version:** 1

Reappointment of Suzanne Sailto as member, Indigenous Advisory Council, for a term to July 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Suzanne Sailto*

Board or Commission Name: *Indigenous Advisory Council*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *8/1/2026* to *7/31/2028*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *N/A*

Appointee brief overview:
Suzanne is a Snoqualmie Tribal member and former Councilmember. She has had the opportunity to live and travel the world with her father who served 20+ years in the military, as well as through her current capacity as a leader and member of the Snoqualmie Indian Tribe.

Suzanne graduated from Lakes High School and Ever-Increasing Word Ministries. She has three sons and two daughters-in-law and is blessed with four grandchildren, which are her world. She enjoys spending time with her family, travelling to different sporting events as well as canoe journey, powwows, and for work. Suzanne participates in the Affiliated Tribes of Northwest Indians and National Congress of American Indians to stay apprised on tribal legislation across Indian Country. She volunteers her time on boards including the Snoqualmie Ridge YMCA, Encompass in Snoqualmie, Elder Council for Chief Seattle Club, and Seaboard member of Snoqualmie Casino.

Suzanne has been fortunate to be a part of major accomplishments for her Tribe such as acquiring Salish Lodge, purchasing 8th Generation, and a land purchase of Snoqualmie Ancestral Lands for use by tribal members. She enjoys being of service to her Nation and giving back to local communities and other Tribes. The reward in being of service to others is being able to see the smiles and receive hugs knowing she could be of a part of helping the local community.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Dan Strauss **Date Signed:** July 13, 2026	*Dan Strauss, Seattle City Councilmember*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Suzanne Sailto

[redacted]

PROFESSIONAL SUMMARY

Dedicated and community-focused professional with extensive experience in tribal governance, housing services, administrative support, and social service programs. Skilled in policy implementation, applicant screening, records management, resident orientation, and office administration. Proven ability to build strong relationships with diverse populations while supporting community wellness, compliance, and organizational success. Recognized for leadership, professionalism, and commitment to serving Tribal communities.

CORE QUALIFICATIONS

- Housing & Social Services
- Administrative Support & Office Coordination
- Tribal Governance & Community Advocacy
- Policy Implementation & Compliance
- Applicant Screening & Resident Orientation
- Documentation & Records Management
- Conflict Resolution & Problem Solving
- Budget Oversight & Resource Coordination
- Communication & Relationship Building
- Confidentiality & Ethical Standards

PROFESSIONAL EXPERIENCE

Senior Administrative Assistant

Puyallup Tribe – Puyallup, WA

Current Position

- Provide administrative and organizational support in a fast-paced professional environment.
- Manage records, scheduling, correspondence, and confidential documentation.
- Coordinate communication between departments, staff, and community members.
- Support daily operations while maintaining professionalism, accuracy, and efficiency.
- Assist with reports, meeting preparation, and office procedures.

Board Member

Snoqualmie Tribal Council – Snoqualmie, WA
May 2016 – May 2024

- Developed and implemented policies supporting Tribal member welfare, including housing and community initiatives.
- Collaborated with council members to review applications, select program participants, and maintain accurate waitlists.
- Drafted resolutions, agreements, and policy documents in compliance with tribal regulations and governance standards.
- Provided orientation and guidance to community members regarding program requirements, responsibilities, and available resources.
- Supported community outreach efforts and advocated for programs benefiting Tribal members and families.

Resident Aide

Tulalip Tribe – Tulalip, WA
February 2015 – May 2016

- Assisted residents with accessing community services and resolving concerns to promote a stable living environment.
- Conducted needs assessments and coordinated services with healthcare providers and community agencies.
- Maintained accurate, confidential records of client interactions, services, and support plans.
- Helped residents navigate available resources and support programs.

Senior Care Provider

Muckleshoot Tribe – Auburn, WA
January 2013 – January 2015

- Assisted clients with daily living activities while promoting independence, dignity, and quality of life.
- Communicated regularly with families and care teams to ensure continuity of care and support services.
- Documented health and social service needs and connected clients with appropriate community resources.

EDUCATION

Pre-Ministerial Studies

Ever Increasing Word Training Center – Darrow, LA
Completed: May 2017

High School Diploma

Lakes High School – Lakewood, WA
Graduated: June 1983

COMMUNITY LEADERSHIP & AFFILIATIONS

- Indigenous Advisory Council Member
- Former Board Member, YMCA Snoqualmie
- Former Board Member, Encompass Snoqualmie
- Former Council Member, Behavioral Health Advisory Council

REFERENCES

Available upon request

Indigenous Advisory Council

9 Members: Pursuant to Ordinance 126512, 5 or all members subject to City Council confirmation, with 2-year terms.

- 5 City Council-appointed
- 4 Mayor-appointed
- 0 Other Appointing Authority-appointed:

Roster as of [6/15/26]

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Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi-racial	N/A
Mayor	2	2						4						
Council	3	2						5						
Other														
Total	5	4						9						

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								9

Legislation Text

File #: Appt 03570, **Version:** 1

Appointment of Benjamin Cohen as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Benjamin Cohen*		
Board/Commission Name: *Central Waterfront Oversight Committee*		**Position Title:** *Owner of a Hotel Property*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 1/1/2026 **to** 12/31/2027 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Queen Anne*	**Zip Code:** *98121*	**Contact Phone No.:** [redacted]

Background:

Benjamin Cohen brings over 20 years of experience in high-profile, high-demand leisure and business markets, with a strong track record of driving top-line revenue through innovative, multi-channel strategies. He is a creative and strategic thinker, skilled in developing multi-year plans that enhance market positioning, increase share, and optimize operational performance. Throughout his career, he has navigated complex and sensitive labor markets, building and leading high-performing teams while mentoring high-potential talent to achieve measurable results.

Currently serving as General Manager and Director of Operations at the Seattle Marriott Waterfront, he oversees Rooms, Food & Beverage, Event Management, and Banquets teams for one of Seattle's premier hospitality properties. Under his leadership, the property achieved its highest Guest Satisfaction Survey (GSS) ITR score since 2015, reflecting his focus on curated and personalized experiences for cruise and leisure guests. He has successfully repositioned food and beverage outlets, including reopening the dinner restaurant to restore revenue to pre-pandemic levels, while implementing operational efficiencies that drove a 57.3% flow-through for 2023.

His energetic leadership style and commitment to excellence continue to deliver exceptional financial performance and elevated guest experiences. Both guest satisfaction and associate engagement are ahead of year-end targets, and 2024 results are on track to meet budgeted revenue and profit goals.

Authorizing Signature (original signature): Katie B Wilson **Date Signed (appointed):** 05/01/2026	**Appointing Signatory:** *Katie B. Wilson* *Mayor of Seattle*

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

Benjamin Cohen

[redacted]

Strategic Operations and Revenue Leader

20+ years of experience in high-profile, high-demand leisure and business markets. Creative and strategic thinker skilled in driving top-line revenue through multiple channels. Success crafting multi-year strategies for hotel positioning and market share growth. Dynamic leader with strong track record in challenging and sensitive labor markets. Energetic leadership style that develops strong teams while mentoring high-potential talent. Driving exceptional financial results through process optimization and efficiencies.

Professional Experience

General Manager/Director of Operations– Seattle Marriott Waterfront ▪ Aug 2022 - Present

- Managing Rooms, Food & Beverage, Event Management and Banquets teams for the rate-leader in the Seattle market.
- As rate-leader in the market, developed curated and personalized experiences for cruise and leisure guests to drive guest scores and market share. Led property team to highest GSS ITR property score since 2015.
- Led repositioning of F&B outlets, including reopening dinner restaurant to return outlet revenue to 2019 levels.
- Implemented strategies and efficiencies that led to a flow-through of 57.3% for 2023.
- 2024 results on pace to achieve budgeted revenue and profit margin. Guest satisfaction and Associate satisfaction scores are ahead of their year-end goals.

Director of Operations– Courtyard King Kamehameha Kona Beach Hotel, Kailua-Kona, HI ▪ Aug 2021 – July 2022

- Led resort operations of the largest Courtyard in the world with 455 rooms and 20K sq ft of meeting space.
- Led operations team through periods of high occupancy and low staffing to above brand GSS scores with ADR increase of $70 over 2019.
- Through driving F&B and ancillary revenues helped to lead property to highest total revenue in history.
- Grew GOP margin to over 50% implementing improvements in technologies and operations: mobile dining, mobile key, ipoolside; redeployed line staff for efficiencies, and reconfigured DAF/Resort Fee to increase capture.

Resort Manager– Sheraton Kona Resort and Spa at Keauhou Bay, Kailua-Kona, HI ▪ March 2020 – Aug 2021

- Beginning in March 2020 assumed additional responsibilities as Resort Manager.
- Strategically added and implemented new and creative revenue streams for the hotel throughout 2020 and 2021 to position hotel to increase miscellaneous revenues by over 10% to previous years as travel recovered.
- Operations leader for only Big Island resort to stay open throughout entire pandemic. Wrote, communicated, and rolled out various LSOP's to all departments for operating safely while still delivering expected levels of customer service with minimal staff.

Benjamin Cohen

[redacted]

- Implemented plan to drive maintenance, staffing and operational improvements that drove hotel to highest customer service scores in the history of the resort all while downsizing management staff by over 50%.
- Tapped to work with Marriott Corporate for in an Area level position with Marriott Global Finance to coordinate installation and usage of Atlas Enhanced labor tool to Hawaii Marriott Managed hotels.

Director of Revenue Management– Sheraton Kona Resort and Spa at Keauhou Bay, Kailua-Kona, HI ▪ July 2013 – March 2020

- Led property sales strategy through Covid recovery, leading to ADR gains of 30% over 2019.
- Led revenue team to best year ever 2015, 2016, 2017. Was positioned for another record year before volcanic eruption in 2018.
- Sheraton Kona recognized as Starwood Hawaii Hotel of the Year in 2015 for achieving highest RevPAR and RPIPC in the region.
- With no DOSM on property, led Sales, Revenue, Events team through the building and implementation of all Marriott systems.

Director of Revenue Management– Westin Jersey City Newport, Jersey City, NJ ▪ July 2011 – July 2013

- Award for 2012 New York City Metro Market DORM of the Year.
- Was able to increase market share in 2012 by growing business in new market segments to replace lost air crew business from 2011.
- As DORM of property during integration into NYC Sales Metro Market, was responsible for cultivating hotel relationship with the metro market sales team as well as educating sales force of 50 sellers on hotel needs and trends.

Director of Revenue Management/Revenue Manager– Sheraton Kona Resort, Kailua-Kona, HI ▪ November 2009 – July 2011

- 2010 Starwood Hawaii Regional Award for Best YOY Market Share Improvement.
- Served as Lead Six Sigma Green Belt for the property.
- 2010 Revpar Achievements – reversed three year trend of negative revpar and market share growth with Big Island market still in recession.

Education

Bachelor of Arts in Chemistry – Duke University, Durham, NC 2003

2002 Atlantic Coast Conference Scholar Athlete Award Recipient
4-time Varsity letterman for Duke University Fencing Team
2001 All American Award Recipient
2001 Most Valuable Player – Duke University Fencing Team

Central Waterfront Oversight Committee

20 Members: Pursuant to Ordinance 125761 and Section 5 amended 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	1/1/26	12/31/27	3	Mayor
			2.	At-Large (Labor)	Katie Garrow	1/1/26	12/31/27	3	Council
6	M	7	3.	At-Large	Gerry Johnson	1/1/26	12/31/27	3	Mayor
			4.	At-Large	Pamela Quadros	1/1/26	12/31/27	2	Council
			5.	At-Large	Eric R. Howard	1/1/26	12/31/27	2	Mayor
3	F	2	6.	At-Large	Michelle A. Rusk	1/1/26	12/31/27	2	Council
			7.	LID Residential Tenant	Leslie Veloz	1/1/26	12/31/27	2	Mayor
6	M	6	8.	LID Commercial Tenant	Jim Rowe	1/1/26	12/31/27	3	Council
			9.	LID Hotel Property Owner	Benjamin Cohen	1/1/26	12/31/27	1	Mayor
6	F	7	10.	LID Condominium Owner	Emily Hoober George	1/1/26	12/31/27	3	Council
6	M	7	11.	LID Residential Apartment Property Owner	Edward M. Leigh	1/1/26	12/31/27	3	Mayor
			12.	LID Office Property Owner	Ryan Smith	1/1/26	12/31/27	2	Council
			13.	LID property on or within one block of Pike/Pine St. owner	Shawn Jackson	1/1/26	12/31/27	3	Mayor
			14.	LID Commercial/Retail Property Owner	Efrem Fesaha	1/1/26	12/31/27	1	Council
6	F	3	15.	Pike Place Market PDA	Rachel Ligtenberg	9/1/25			Executive Director (or designee
			16.	Seattle Aquarium Society	Meg McCann	1/1/26			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 Waterfront 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
			20.	Port of Seattle	Geri Poor	1/1/24			Executive Director (or designee

SELF-IDENTIFIED DIVERSITY CHART

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

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 03571, **Version:** 1

Appointment of Efrem Fesaha as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Efrem Fesaha*		
Board/Commission Name: *Central Waterfront Oversight Committee*		**Position Title:** *Owner of a Commercial/Retail Property*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other:	**Term of Position: *** 1/1/2026 **to** 12/31/2027 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Downtown Seattle*	**Zip Code:** *98101*	**Contact Phone No.:** [redacted]

Background:

Efrem Fesaha is a seasoned executive with a robust career spanning over a decade as a Chief Executive Officer and 14 years as a financial analyst. As the Founder and CEO of Boon Boona Coffee, Efrem has leveraged his extensive financial expertise to grow the company into a thriving business with four owner-operated cafes, ten branded cafes in corporate offices, over 70 grocery store locations, and a strong presence in e-commerce and wholesale.

Inspired by the vibrant café culture of Asmara during a transformative trip to Eritrea in 2011, Efrem returned to Seattle with a vision to enter the coffee industry. His entrepreneurial spirit and strategic acumen have since driven Boon Boona Coffee's success.

Efrem is dedicated to supporting organizations with a focus on environmental sustainability and social consciousness. His blend of executive leadership, financial expertise, and entrepreneurial drive positions him to contribute meaningfully to mission-driven, community-focused organizations. Efrem is eager to apply his skills and experience to furthering impactful, growth-oriented initiatives.

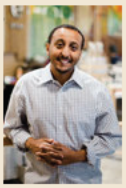
Authorizing Signature (original signature): **Date Signed (appointed):** 04/14/2026	**Appointing Signatory:** *Rob Saka* *Seattle City Councilmember*

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

Efrem Fesaha

Board Member Bio

Boon Boona Coffee - Since 2012, Boon Boona has been all about coffee and community. Our specialty grade coffee is ethically sourced from Africa exclusively, with a focus on supporting woman-owned growers. The incredible coffee we receive from Africa is roasted locally for the freshest and fastest turnaround, all while producing a high quality coffee experience. We are focused on providing a welcoming cafe that builds community, honoring and incorporating elements of traditional East African coffee ceremony, while fostering an inclusive, community space that serves as a place for gathering. We are proud to provide pop-up opportunities for artists, non-profits, and local small businesses.



Efrem Fesaha
CEO & Founder
[redacted]

Mailing Address:
[redacted]

Efrem Fesaha is a seasoned executive with a robust career spanning over a decade as a Chief Executive Officer and 14 years as a financial analyst. As the Founder and CEO of Boon Boona Coffee, Efrem has leveraged his extensive financial expertise to grow the company into a thriving business with four owner-operated cafes, ten branded cafes in corporate offices, over 70 grocery store locations, and a strong presence in e-commerce and wholesale.

Before establishing Boon Boona Coffee, Efrem made significant contributions to major Fortune 500 companies such as Holland America Cruise Line, Nordstrom, and Amazon. At Amazon, he developed financial models and advised on key financial decisions, managing $300 million in inbound freight and identifying $200 million in receivables opportunities. At Nordstrom, he oversaw budgets and financial forecasts for over 600 employees and $45 million in labor expenses. His expertise also includes negotiating $5-$10 million renovations and managing substantial expenses in the cruise industry, particularly fuel and freight logistics.

Inspired by the vibrant café culture of Asmara during a transformative trip to Eritrea in 2011, Efrem returned to Seattle with a vision to enter the coffee industry. His entrepreneurial spirit and strategic acumen have since driven Boon Boona Coffee's success.

Efrem is dedicated to supporting organizations with a focus on environmental sustainability and social consciousness. His blend of executive leadership, financial expertise, and entrepreneurial drive positions him to contribute meaningfully to mission-driven, community-focused organizations. Efrem is eager to apply his skills and experience to furthering impactful, growth-oriented initiatives.

CERTIFICATIONS

- B.A. Sociology, Washington State University 2004
- Minority Business Executive Program, Certificate, University of Washington 2019
- University of Washington, Ascend Program, Certificate 2019

AWARDS

- U.S. Small Business Administration (SBA) Washington Small Business Person of the Year award for 2022
- U.S. Small Business Administration (SBA) Pacific Northwest Small Business Person of the Year award for 2022
- 2022 Urban League's Community Coalition
- 2023 Tabor 100, Community Service Crystal Eagle Award

RECOGNITION

- Ranked as Imbibe's "75 Places to Watch"
- Featured in Time Magazine, Economist, Eater, and Puget Sound Business Journal - topics on Small Business Entrepreneurship and Coffee Industry Expertise

Central Waterfront Oversight Committee

20 Members: Pursuant to Ordinance 125761 and Section 5 amended 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:

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			5.	At-Large	Eric R. Howard	1/1/26	12/31/27	2	Mayor
3	F	2	6.	At-Large	Michelle A. Rusk	1/1/26	12/31/27	2	Council
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			13.	LID property on or within one block of Pike/Pine St. owner	Shawn Jackson	1/1/26	12/31/27	3	Mayor
			14.	LID Commercial/Retail Property Owner	Efrem Fesaha	1/1/26	12/31/27	1	Council
6	F	3	15.	Pike Place Market PDA	Rachel Ligtenberg	9/1/25			Executive Director (or designee
			16.	Seattle Aquarium Society	Meg McCann	1/1/26			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 Waterfront 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
			20.	Port of Seattle	Geri Poor	1/1/24			Executive Director (or designee

SELF-IDENTIFIED DIVERSITY CHART

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

Key

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

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03572, **Version:** 1

Appointment of Michael Johnson as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Michael Johnson*

Board or Commission Name: *Seattle Center Advisory Commission*

Position Title: *Member*

☒ **Appointment** ☐ **Reappointment** ***Term of Position:** *9/29/2026* to *9/28/2029*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Counsil District 7*

Appointee brief overview: *Growing up in South Seattle, Michael Johnson developed a deep appreciation for the role public spaces play in shaping community identity and opportunity. That foundation continues to drive his commitment to serving others, including his volunteer work with St. Vincent de Paul, where he gives back to the communities that shaped him. For Michael, joining the Seattle Center Advisory Commission is an opportunity to help ensure that one of Seattle's most beloved civic institutions remains a welcoming, world-class destination for every corner of the city.*

Michael is a civic impact leader and urban placemaking executive with a passion for building public spaces that are vibrant, inclusive, and financially sustainable. As Director of Park Experience at Friends of Waterfront Park, Michael helped launch Seattle's new waterfront destination, delivering an award-winning grand-opening season and establishing the park as a cornerstone of Seattle's public realm.

With deep roots in Seattle's civic landscape, Michael has spent his career bridging community programming, equitable access, and operational excellence. His prior work as Director of Public Realm Operations at the Downtown Seattle Association gave him firsthand experience collaborating with Seattle Center's neighboring institutions, city agencies, and community partners to activate public spaces and drive meaningful impact for residents and visitors alike Michael's background in both public and private sector operations brings a balanced perspective to advisory leadership that values bold programming, responsible stewardship, and Seattle's unique role as a gathering place for all communities. A proud graduate of Washington State University's Carson College of Business, he brings both academic grounding and real-world expertise to every table he sits at.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/16/26**	*Katie B. Wilson* Mayor of Seattle

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

MICHAEL JOHNSON

Civic Placemaking Leader | Community Steward | Urban Operations Executive

[redacted]

EXECUTIVE SUMMARY

Seattle-rooted civic leader with a proven record of building vibrant, inclusive public spaces that serve entire communities. Expert in public realm operations, earned revenue strategy, equitable programming, and cross-sector partnership, with direct experience collaborating with Seattle Center, city agencies, and community organizations to shape Seattle's most ambitious public projects. Brings board-level strategic thinking grounded in a deep commitment to access, belonging, and long-term sustainability.

ACCOLADES & RECOGNITION

- Public Realm Operation (2023): Recognized for implementing an updated deployment strategy that encompassed four downtown Seattle urban parks with updated programming and placemaking activations.
- Rising Star Award (2020): Recognized by ClubCorp for retention and profitability strategies during COVID.
- Top F&B Director (2019): Named one of the top three Food & Beverage Directors nationwide; completed training at CIA Copia, Napa Valley.

LEADERSHIP EXPERIENCE

Director of Park Experience | Friends of Waterfront Park - Seattle, WA *2024 – Present*

Played a pivotal role in launching Seattle's new waterfront destination. Developed the organization's first earned revenue strategy, built a scalable staffing model for year-round operations, and collaborated with city agencies — including Seattle Center, SDOT, and SDCI — to prioritize public safety and inclusive programming.

- Spearheaded strategic planning and infrastructure for Seattle's new 20-acre waterfront park, integrating public programming with earned revenue models.
- Delivered award-winning grand opening season, including the Oodalalee Concert Series and Waterfront Park Market.
- Designed a 'Social Impact Layer' with capacity set-asides and fee-reduction tiers, creating a sustainable incubator pipeline for underrepresented entrepreneurs.
- Project Manager for brick-and-mortar buildouts on park property, coordinating with SDOT, Office of Waterfront Civic Project, Seattle Center, and SDCI.
- Reports directly to the Board on the intersection of fiscal health, equity, and community impact.

Director of Public Realm Operations | Downtown Seattle Association - Seattle, WA *2021 – 2024*

Orchestrated strategic revitalization and operational management of Seattle's central metropolitan core. Exercised full P&L stewardship over a multi-site portfolio of high-traffic urban parks, forging public-private partnerships that stabilized the downtown economy and prioritized engagement with underserved communities.

- Managed large-scale public realm operations across Seattle's urban core, including multi-site integration of four downtown parks with Seattle Parks and Recreation.
- Launched a transformative public-private initiative delivering 20+ murals and lighting installations along 3rd Avenue, enhancing safety and community pride.
- Developed a public asset tracking app integrated with city systems for real-time accountability.
- Built a strategic hiring and retention plan for ambassador teams, reducing turnover and establishing a culture of accountability.

Director of Operations | Columbia Tower Club - Seattle, WA *2019 – 2021*

Directed all operations for a premier private club, with full P&L responsibility. Served as strategic liaison to the Board of Directors.

- Secured Board approval for capital improvements through data-driven presentations on facility modernization and member retention.
- Delivered significant annual savings through lean labor modeling and inventory optimization.
- Achieved an 11.5% year-over-year increase in member satisfaction scores.

Regional Director of Operations | Blue C Sushi - WA/OR/CA *2013 – 2019*

Directed multi-state operations across a growing restaurant group, leading expansion, culture-building, and fiscal performance.

- Directed a team of 400+ across three states; opened flagship locations in Hollywood, Newport Beach, and San Francisco.
- Created a new retail revenue division and redefined forecasting systems to improve enterprise-wide financial visibility.

EDUCATION

B.A. Hospitality Management - Carson College of Business, Washington State University | Pullman, WA

Proud Coug and committed advocate for education, community, and civic engagement.

COMMUNITY ENGAGEMENT

- St. Vincent de Paul, Federal Way - Volunteer, giving back to the South Seattle community that shaped him.
- Junior High Basketball Coach - Mentored youth ages 10-14, developing fundamentals, discipline, and teamwork.

Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	Matthew Howard Roewe	9/29/25	9/28/28	1	Mayor
6	F	7	2.	Member	Adriane Musuneggi	9/29/25	9/28/28	1	Mayor
6	M	7	3.	Member	Michael George	9/29/25	9/28/28	3	Mayor
6	M	7	4.	Chair	Mark F. Dederer	9/29/25	9/28/28	6	Mayor
6	F	7	5.	Member	Sally Bagshaw	9/29/25	9/28/28	2	Mayor
6	M	7	6.	Member	John Olensky	9/29/26	9/28/29	3	Mayor
6	F	6	7.	Member	Sarah C. Rich	9/29/26	9/28/29	5	Mayor
6	F	1	8.	Member	Ashley McClaran	9/29/26	9/28/29	1	Mayor
6	M	1	9.	Member	Eric Berlinberg	9/29/26	9/28/29	3	Mayor
6	F	7	10.	Member	Michael Johnson	9/29/26	9/28/29	1	Mayor
2	M	4	11.	Member	Matthew Mead	9/29/24	9/28/27	2	Mayor
2	M	N/A	12.	Member	Eric Pettigrew	9/29/24	9/28/27	1	Mayor
7	F	2	13.	Member	Lara Mae D. Chollette	9/29/24	9/28/27	2	Mayor
6	M	N/A	14.	Vice Chair	Will Ludlam	9/29/24	9/28/27	5	Mayor
3	F	2	15.	Member	Gloria Alvarez Connors	9/29/24	9/28/27	5	Mayor
2	F	7	16.	Get Engaged Member	Lauren Campbell	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	8	8				3	1			11	1		
Council													
Other													
Total	8	8				3	1			11	1		

Key:

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

Legislation Text

File #: Appt 03573, **Version:** 1

Appointment of Ashley McClaran as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Ashley McClaran*

Board or Commission Name: *Seattle Center Advisory Commission*

Position Title: *Member*

☒ **Appointment** ☐ **Reappointment** ***Term of Position:** 9/29/2026 to 9/28/2029

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Council District 6*

Appointee brief overview:
Ashley McClaran is a Seattle-based project executive and community engagement leader with more than 25 years of experience guiding public-sector capital programs throughout Washington State and I other states across the country. Her work with local governments, school districts, and public institutions has focused on helping communities make thoughtful decisions about the spaces and investments that shape civic life. She has seen how welcoming, active, and accessible public spaces foster participation, create a sense of belonging, and encourage shared ownership of community assets. These connections strengthen civic life, support public safety, and help people feel invested in the future of the places they share. As a Seattle resident, she is honored at the potential to bring that perspective to the Seattle Center Advisory Commission and support Seattle Center's role as one of our most important civic and cultural gathering places.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/16/26**	*Katie B. Wilson* Mayor of Seattle

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ASHLEY McCLARAN

CIVIC & CULTURAL STRATEGIST | COMMUNITY ENGAGEMENT LEADER | PUBLIC-SECTOR ADVISOR

Community-focused leader with 25 years of experience guiding complex civic, cultural, educational, and public-space initiatives through planning, engagement, and implementation. Brings a rare combination of architectural training, public-sector advisory experience, cultural-institution leadership, and large-scale community facilitation. Known for building trust across diverse stakeholder groups, translating complex issues into accessible conversations, and helping organizations align public priorities with long-term vision.

RELATED EXPERIENCE

2024 - PRESENT

STV | PROJECT EXECUTIVE | SEATTLE, WA | 2024-PRESENT

Leads public-sector advisory and capital planning efforts across Washington, supporting school districts, municipalities, and public agencies with strategic planning, stakeholder engagement, governance frameworks, and community-centered decision making. Advises organizations navigating complex public processes involving funding, accessibility, growth, and civic investment.

2018 - 2024

OAC SVCS | SR DIRECTOR / PROGRAM MANAGER | SEATTLE, WA | 2018–2024

Led long-range planning, bond planning, and public engagement initiatives for school districts and public agencies across Washington. Facilitated community task forces, board workshops, and public-facing planning efforts involving thousands of stakeholders across diverse communities. Selected experience included:

- Leading community-centered capital planning processes for districts across Washington
- Facilitating large public workshops and stakeholder advisory groups
- Developing accessible communication tools to explain funding, planning, and infrastructure decisions
- Supporting historically significant renovations, performing arts facilities, and inclusive educational environments

2014 - 2018

AUDUBON NATURE INSTITUTE | VP OF CONSTRUCTION & EXHIBITS | NEW ORLEANS, LA

Directed strategic planning and capital improvements across 13 public-facing cultural and environmental institutions, including the Audubon Aquarium of the Americas, Audubon Zoo, riverfront developments, parks, museums, and public gathering spaces.

Worked closely with executive leadership, city agencies, community organizations, donors, and public officials to support long-range planning and public engagement tied to the Mississippi Riverfront and major civic destinations. Oversaw public-private partnership initiatives focused on education, tourism, accessibility, guest experience, and stewardship of public space.

2011 - 2014

JACOBS | OWNER'S REPRESENTATIVE | NEW ORLEANS, LA

Supported the post-Katrina rebuilding effort for Orleans Parish schools through a $2.1B FEMA-funded reconstruction program. Worked in highly visible public environments balancing community priorities, historic preservation, education goals, and long-term neighborhood investment.

Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

Roster:

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2	M	N/A	12.	Member	Eric Pettigrew	9/29/24	9/28/27	1	Mayor
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6	M	N/A	14.	Vice Chair	Will Ludlam	9/29/24	9/28/27	5	Mayor
3	F	2	15.	Member	Gloria Alvarez Connors	9/29/24	9/28/27	5	Mayor
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SELF-IDENTIFIED DIVERSITY CHART

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Council													
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Total	8	8				3	1			11	1		

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 03574, **Version:** 1

Reappointment of Eric Berlinberg as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Eric Berlinberg*

Board or Commission Name: *Seattle Center Advisory Commission*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** 9/29/2026 to 9/28/2029

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Counsil District 1*

Appointee brief overview:
Eric Berlinberg is a more than 14-year Seattle resident who has extensive experience serving on community and commerce-related boards. Berlinberg serves as Vice President of Program Management at Torc Robotics, which is developing self-driving semi-trucks. Berlinberg previously served as a member of the leadership team that scaled Amazon Prime Air - the drone delivery program at Amazon for over a decade. He was the founder & scaled the largest employee engagement group at Amazon called Connect@Amazon, bringing together hundreds of thousands of employees across 74 Amazon offices globally. Berlinberg previously served as Chief Operating Officer of Manhattan Creative Group, an Emmy award-winning entertainment management firm focused on live entertainment in regional theme parks across the US, live concert series, and commercials. Outside of work, Berlinberg has served on several boards and committees to continue to build Seattle as an equitable and inclusive community. Berlinberg has served on the Seattle Chamber of Commerce Board of Directors, the Seattle CityClub Board of Directors, the Seattle Symphony, the SLU Chamber of Commerce Board of Directors, and the Seattle Chamber of Commerce Young Professionals Network Board of Directors, among others. Berlinberg was a member of the Leadership Tomorrow class of 2020 and continues to volunteer for the organization today. Finally, Berlinberg spends time volunteering with local organizations including FareStart and NW Harvest. Berlinberg resides in West Seattle.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/16/26**	*Katie B. Wilson* Mayor of Seattle

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

ERIC BERLINBERG

[redacted]

STRATEGIC PROGRAM EXECUTIVE | AUTONOMOUS SYSTEMS COMMERCIALIZATION

Executive leader who builds autonomous vehicle programs from zero to commercialization. Created the investment thesis and roadmap that launched Amazon's drone delivery service ("Prime Air"). Now driving the Torc-Daimler partnership through the cultural and technical challenges of bringing autonomous trucking to market. Trusted partner to founders and C-suite in safety-critical, highly-regulated, globally-diverse environments.

SELECT PROFESSIONAL EXPERIENCE

TORC ROBOTICS – *autonomous semi-truck development & commercialization program*

Vice President, Program Management & Business Operations 2024-Present

Lead company-wide program management activities across engineering, safety, operations, regulatory, and enabling functions. Member of the Executive Leadership Team (report to CEO) driving program strategy & managing a diversified portfolio spanning incubation, growth, and optimization phases to bring autonomous trucking technology to customers. Direct a 27-person organization including a dedicated strategy & planning function driving long-range roadmap development, business case analysis, and cross-functional operational execution. Operate as strategic partner to CEO, driving company-wide transformation from R&D to product development organization. Serve as the executive bridge between Torc and Daimler Truck—two organizations with fundamentally different cultures and operating models—shaping joint strategy and resolving cross-company challenges.

- Designed and implemented company-wide Management Operating System aligning 1,000+ employees. Established Weekly Program Reviews, monthly Program Deep Dives, quarterly Executive QBRs, and annual planning cycles, the operating cadence the company now runs on, driving faster alignment and informed decision-making across leadership.
- Drive complex partnership with OEM (Daimler Truck), bridging fundamental cultural and operational gaps between agile software development and traditional automotive processes. Designed collaborative frameworks that aligned two multinational companies with conflicting operating models on joint program strategy, integrated schedule, and operating cadences. Reduced joint milestone slippage from 6+ months to on-schedule within 13 months.
- Launched Torc's first integrated master schedule spanning all functions (engineering, operations, safety, product, real estate, IT, regulatory, and talent acquisition), comprising 9 program-level milestones and 14 engineering sub-milestones. Replaced ad-hoc execution with structured visibility into performance-to-plan, enabling proactive risk identification where none existed previously.
- Led annual planning for $400M budget across >1,000 employees. Defined executive-level OKRs, cascading goal structure, and incentive scorecard. Drove cross-divisional prioritization and trade-off decisions, including strategic recommendations on program scope and investment allocation, ultimately presenting final funding recommendations to CFO and CEO for approval.
- Established enterprise metrics and KPI framework, tracking performance across talent acquisition, HR, IT, cybersecurity, safety, regulatory compliance, sales pipeline, requirements execution, system performance vs. targets, algorithm reliability, and schedule performance indicators. Metrics consumed weekly by Management Team and Executive Leadership Team to drive accountability and accelerate decision-making, up to and including the C-suite.
- Orchestrated safety case workplan and Driver Out (fully autonomous operation) program strategy definition, leading cross-functional teams to define the program-level plan, key integration milestones, and integrated schedule. Drove alignment across engineering, safety, and operations on program scope, securing executive approval for commercial deployment path.
- Implemented risk and opportunity management framework, enterprise change control board, and corrective action processes with regular inspection, giving leadership early warning on risks before they become problems.
- Launched Voice of Employee program with bi-weekly pulse data and action tracking, giving leadership real-time signal on organizational health during rapid scaling and company transformation, ultimately building high-performing teams while simultaneously increasing employee satisfaction and engagement.
- Developed cross-company safety alignment committee to jointly address long-lead regulatory and safety efforts with FMCSA and NHTSA, enabling the joint Torc-Daimler program to anticipate potential regulatory blockers & considerations prior to launch.

AMAZON PRIME AIR – *autonomous drone commercialization program for package delivery*

Head of Tech Program Management, Strategy, and Business Operations 2018-2024

Joined as 20th employee and sole program manager; grew to lead 30-person organization spanning technical program management, project management, business operations, data engineering, and business intelligence. Directed work of 50+ PMs, TPMs, system engineers, and operations staff across 7 concurrent products from concept through launch. Member of senior leadership team for Amazon's autonomous drone delivery program.

- Drove the strategy that created Amazon's drone delivery program. Built the investment thesis, secured >$5B from CEO and Board, and defined the 10-year product roadmap that took Prime Air from concept validation through commercial launch. Led the program through the hard part (technology development and FAA certification) before transitioning at scale-up.
- Led cross-functional teams (product, systems engineering, safety, science, hardware) to define 8,700+ product requirements; the technical foundation for FAA certification and commercial launch.
- Led customer, product, and operations teams to launch Amazon's first US commercial drone delivery service to customers in College Station, TX and Lockeford, CA. Directed teams to secure US Federal Aviation Administration approval to operate despite no defined regulatory path. Led teams to achieve >10,000 packages delivered to customers in first year of commercial operations.
- Established a weekly business review mechanism and led the creation of >800 KPIs across operations, expansion, product development, and safety metrics that are leveraged by 500 employees weekly, up to and including C-Suite.
- Drove hardware, software, and systems engineering teams in developing design of the innovative new drone design ("Mark30"). Directed 500+ engineers to deliver 350 engineering and product design documents for key engineering gate review to validate designs and ensure cost and reliability targets were achieved. The Mark30 drone entered service in 2024 and is positioned to scale operations to customers in the US, UK, EU beginning in 2026.
- Led the launch of 12 drone operations centers in 3 countries and 9 drone development labs in 4 countries, navigating through complex trade restrictions to enable global development across time zones.
- Delivered and presented 45 program update, operational planning, and program strategy narratives to Amazon C-Suite and CEO.
- Advised VP and executive team on streamlined org design by identifying non-critical functions, eliminating non-value add activities, and simplifying structure based on team interfaces, leading to an optimization from 1,200 to 780.
- Amazon Bar Raiser (<1% of employees); led 325+ interview loops resulting in 200+ hires across the company

Chief of Staff & Head of Program Management 2014-2018

Served as Chief of Staff to Vice President/General Manager of Prime Air, leading Technical PMO, Strategy, and Business Intelligence Teams to deliver engineering validation of early-stage drone delivery concepts to prove out business case.

- Led technical teams to deliver three components of business case validation: (1) drone design achieving target reliability, (2) autonomy features eliminating human operators to reduce variable costs, and (3) regulatory foundation enabling progressively complex flight operations. Delivered weekly status updates to CEO and C-Suite.
- Selected & delivered a product requirements management system to track thousands of business, customer, and product requirements to ensure unified cross-org product development direction across hardware and software.
- Created requirements definition for new, innovative hex-wing drone design ("Mark27"), including leading engineering and science teams through engineering trade studies to ensure design met customer and business case requirements.
- Managed product, operations, regulatory, safety, and real estate teams to launch first drone delivery trial program in Cambridge, UK, with no regulatory framework. This launch enabled 100 customers to receive drone delivery of >1,000 products.

Professional experience prior to 2014 available upon request.

EXECUTIVE BOARD & ACADEMIC EXPERIENCE

- Founder, Connect@Amazon. Launched & scaled Amazon's largest employee resource group to 72 chapters and 120,000+ members globally. Secured $2M in funding from Amazon Chief HR Officer, led 750 volunteers, and launched enterprise software platform with 100,000+ MAU. Recognized by Jeff Bezos with 2 "Just Do It Awards".
- Commissioner, Seattle Center Commission. Appointed May 2023.
- Board Member, South Lake Union Chamber of Commerce. Launched $500k COVID relief fund; grew membership to 100+ businesses.
- Board Member, Seattle CityClub. Led strategy for statewide debate events; supported $3M fundraising over 4 years.
- Participant, Young American Leadership Program, Harvard Business School, 2023.
- **Bachelor of Science in Business Administration** | Colorado State University, Fort Collins | Awarded "Graduate of the Decade"

Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

Roster:

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SELF-IDENTIFIED DIVERSITY CHART

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Key:

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RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03575, **Version:** 1

Reappointment of John Olensky as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *John Olensky*

Board or Commission Name: *Seattle Center Advisory Commission*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *9/29/2026* to *9/28/2029*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Counsil District 7*

Appointee brief overview:
John Olensky is a licensed Architect and Building Envelope Consultant in Seattle. Olensky has a Master's degree in the Conservation of Historic Towns and Buildings from Catholic University in Leuven, Belgium. Olensky's focus is on the rehabilitation of existing and historic buildings throughout the Puget Sound. Originally from Western Canada, Olensky has practiced for more than 25 years in the US in several states, most recently California and Hawaii. Olensky has lived in the Magnolia neighborhood for the last 8 years with his wife and 3 sons. Most of all, Olensky really appreciates learning and collaborating with a team of people, contributing to the success of the Seattle Center while representing the community and advising the Seattle Center staff as well as the Mayor and City Council.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/16/26**	*Katie B. Wilson* Mayor of Seattle

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

John Olensky AIA, REGISTERED ARCHITECT, WASHINGTON STATE & THE STATE OF CALIFORNIA

BUILDING ENVELOPE DESIGN ▪ FORENSIC ARCHITECTURE ▪ ARCHITECTURE ▪ HISTORIC PRESERVATION

[redacted]

For multiple years I have designed repairs for building exteriors (building envelope repair) and done new building envelope design. Prior to building envelope design, I practiced Architecture and historic preservation. I was educated in Europe and Canada. I am humble, respectful and collaborative. Much of what I do is technical, but requires creative solutions, borne from collaboration, communication, and importantly, listening to clients and stakeholders.

WORK EXPERIENCE

Architect, Senior Consultant
OAC Consertus, Seattle, Washington - 2025

Architect focused on building envelope design and forensic consulting on new and existing building envelope design within Consertus, a capital program management and advisory firm leveraging digital innovation to redefine how the world gets built.

Principal Architect, Senior Consultant, Architectural Building Envelope Repair
Evolution Architecture, Seattle, Washington – 2020 (Current)

Lead principal Architect responsible for signing and stamping drawings with a youthful company focusing on design for exterior building envelope repair and rehabilitation of existing commercial and multi-family buildings, with an outstanding team that combines practical know-how, state of the art technology, professional expertise, and forward-thinking marketing.

Senior Project Manager: Building Envelope Design, New Construction
Cross 2 Design, Seattle, Washington - 2015 to 2019

Rewarding and challenging opportunity in a high-volume, very profitable and fast-paced work environment, serving clients in the climatically challenging (and booming) Pacific Northwest and for the robust Northern California construction boom.

Design Building Envelope plans and details corresponding to Architectural designs for multifamily housing for multiple clients in the Pacific Northwest, San Francisco Bay Area, Silicon Valley, and Southern California markets. Exterior systems encompass everything but the kitchen sink, including concrete courtyard amenity spaces, roof top amenity spaces, multiple below grade conditions, as well as multiple claddings and window and storefront systems.

Senior Project Manager: Building Envelope Repair and Forensic Architecture
Allana Buick & Bers, Honolulu, Hawaii - 2010 to 2014

Had the great fortune to enjoy working in one of the friendliest and unique cultures in America! Investigated, developed and made building envelope designs and drawing packages for projects throughout the Hawaiian Islands on Oahu, Maui, and Hawaii, for a variety of clients, from the largest landowners in the state to small businessmen and individual owners. Gained new and enriching technical perspectives from the unique technical challenges of a Pacific Island environment, while working within a closely knit business community with strongly held community values.

Projects included hotel and resort exterior facade restorations, shopping mall facade restorations, resort and condominium recreation deck restorations, hospital and institutional restorations, and elderly housing.

Project Manager: Building Envelope Repair and Forensic Architecture Litigation
Posard Broek + Associates, San Francisco Bay Area, California - 2008 to 2010

Rewarding position within a profitable small business environment, reporting to the firm Principles, with responsibilities for developing, producing, and implementing stand-alone design packages for remedial repairs at projects throughout the San Francisco Bay area.

Implemented system for field documenting existing conditions at buildings, and researching products and repair techniques, leading to the production of remedial designs for deteriorated and defective building exteriors. Developed techniques and strategies to communicate using detailed hand-drawn sketches and photos to clearly guide overseas drafting personnel. Flexibly assisted with the firm's core business in forensic consulting and field investigations as plaintiff experts representing clients locally and nationally.

John Olensky

Project Manager: Building Envelope Design, New Construction

Olympic Associates, Seattle, Washington - 2007 to 2008

Designed Building Envelope details, drawings and specifications corresponding to Architectural designs for clients in the Pacific Northwest. Collaborated with Architectural design firms focusing on new condominium construction in Seattle and Eastern Washington. Collaborated with senior managers while managing personnel producing CAD drawings. Gained eye opening exposure to stringent technical requirements and unique products required in a challenging climactic region, requiring understanding, study, and implementation of critical building science concepts and state-of-the art building components.

Building Envelope Designer: Historic Architecture

Page and Turnbull, San Francisco, California - 2006 to 2007

Provided in-house technical consulting for producing building envelope design details and specifications for adaptive re-use, re-development, and re-modeling of historic buildings for residential and commercial use. Mentored and collaborated with junior and senior colleagues on exterior building envelope details within a medium-sized historic preservation firm, at the longest practicing and one of the top preservation firms in the Western United States.

Projects included redevelopment of historic officers' barracks into the Disney Family Museum in the Presidio, San Francisco; redevelopment of the historic residences in the Presidio; redevelopment of historic multi-unit university housing at Stanford University; and remodeling of historic craftsman style homes in San Francisco.

Consultant, Building Envelope Repair and Forensic Architecture Litigation

Aquatech Consultancy, San Francisco Bay Area, California - 2004 to 2006

Managed and assisted with forensic field investigations and water testing of building envelope components, producing remedial repairs, representing building owners, contractors, and clients in litigation cases.

Served as an in-house Architectural designer producing architectural CAD designs and drawings for a variety of buildings ranging from wood frame to curtain wall assemblies, for residential, commercial and public-sector clients. Performed small scale investigations and water testing of difficult, head-scratching building defects, leading to production of short form specification repair reports featuring hand sketches, annotated photos, and manufacturers' product data.

Project Manager, Building Envelope Repair and Forensic Architecture Litigation

McGinnis Chen Associates, San Francisco, California - 2000 to 2004

Began initial Forensic Architectural career for a recognized and respected San Francisco Forensic Architecture firm, producing exterior remedial repair designs, managing production of construction drawings, and performing construction observation. Projects included existing contemporary and historic buildings varying from multi-story office towers to low rise residential and commercial structures, ranging from wood frame to storefront construction, clad in stucco, siding, stone veneer, and EIFS.

Developed valuable skills for performing forensic field investigations for repair projects, including documenting existing buildings, using detailed measured hand-sketches and digital photography, translating the field information into accurate base drawings that formed the basis for remedial repair CAD drawings and specifications.

Projects varied widely and included remedial repair at Wells Fargo World Headquarters in the San Francisco Financial District; investigation and preparation of exterior envelope conditions assessments of high and low rise historic buildings in the San Francisco Financial District; investigations and remedial repairs to Bank of America buildings in the San Francisco Bay Area, commercial office buildings in Sacramento, hotels on the Coastal Sonoma County, California, and an assisted living complex on the Bay Area Peninsula

EDUCATION

Master Conservation Historic Towns and Buildings
Catholic University Leuven
Leuven, 1999

Bachelor of Environmental Studies in Architecture
University of Manitoba
1986 to 1992

SKILLS

Computer Graphics and Architectural CAD drafting with AutoCad and Revit; training and experience in hand drafting; PDF red line markup and illustration using Bluebeam Revu: Digital photo editing using Photoshop and other photo software; Report writing including developing graphic and photographic content using MS Word and Publisher; Estimating A&E services and construction budgets using MS Excel; Layout of digital photos, illustrations, sketches, and drawings using MS Publisher and Adobe Acrobat; Extensive digital photographic experience in field documenting architectural conditions; Production of precise, measured hand drawn field sketches for documenting existing conditions; Operation of various field testing apparatus including Elcometer, moisture meters, thermal imaging camera, and water testing with spray racks and standardized nozzles

Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	Matthew Howard Roewe	9/29/25	9/28/28	1	Mayor
6	F	7	2.	Member	Adriane Musuneggi	9/29/25	9/28/28	1	Mayor
6	M	7	3.	Member	Michael George	9/29/25	9/28/28	3	Mayor
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6	M	7	6.	Member	John Olensky	9/29/26	9/28/29	3	Mayor
6	F	6	7.	Member	Sarah C. Rich	9/29/26	9/28/29	5	Mayor
6	F	1	8.	Member	Ashley McClaran	9/29/26	9/28/29	1	Mayor
6	M	1	9.	Member	Eric Berlinberg	9/29/26	9/28/29	3	Mayor
6	F	7	10.	Member	Michael Johnson	9/29/26	9/28/29	1	Mayor
2	M	4	11.	Member	Matthew Mead	9/29/24	9/28/27	2	Mayor
2	M	N/A	12.	Member	Eric Pettigrew	9/29/24	9/28/27	1	Mayor
7	F	2	13.	Member	Lara Mae D. Chollette	9/29/24	9/28/27	2	Mayor
6	M	N/A	14.	Vice Chair	Will Ludlam	9/29/24	9/28/27	5	Mayor
3	F	2	15.	Member	Gloria Alvarez Connors	9/29/24	9/28/27	5	Mayor
2	F	7	16.	Get Engaged Member	Lauren Campbell	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	8	8				3	1			11	1		
Council													
Other													
Total	8	8				3	1			11	1		

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 03576, **Version:** 1

Reappointment of Sarah C. Rich as member, Seattle Center Advisory Commission, for a term to September 28, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Sarah C. Rich*

Board or Commission Name: *Seattle Center Advisory Commission*

Position Title: *Member*

☐ **Appointment** ☒ **Reappointment** ***Term of Position:** *9/29/2026* to *9/28/2029*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Council District 6*

Appointee brief overview:
Sarah Rich is currently a full-time mother and volunteers for her children's schools. Rich previously worked as the Digital Marketing Manager at Ritani where she worked on their email and affiliate marketing programs. Before that, she was the Marketing and Retention Manager at The Seattle Times where she drove the subscription retention and direct marketing strategies.

Rich served as a Get Engaged Member of the Seattle Center Advisory Commission prior to serving as a Commissioner. She was part of the Imagine Curriculum Team that won the AKCHO Heritage Education Award in 2012 for curriculum it developed about Seattle Center and the 1962 World's Fair. In 2010, she received a Newspaper Association of America award for curriculum development.

Rich is a graduate of Oberlin College with a concentration in geology. She also holds a Master's in Teaching from Pace University and completed the Teach For America program, teaching high school earth science in the Bronx.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
Katie B Wilson **Date Signed: 6/16/26**	*Katie B. Wilson* Mayor of Seattle

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Sarah C. Rich

[redacted]

Marketing Manager—Consumer Products

Energetic, digitally-savvy marketing professional with nine years of experience helping acquire customers, develop sales leads, and drive revenues within a highly competitive B2C industry niche

Areas of Expertise

Marketing Plan Development	**Direct Mail / Direct Response**	**Marketing Project Management**
Campaign Management	**Advertising, Promotions & Special Offers**	**Telemarketing / Inside Sales**
Customer Loyalty/Retention Management	**Recurring Revenue/Subscriptions**	**Vendor Selection/Management**
Collateral, Branding and Messaging	**Branding & Positioning**	**Digital & Social Media Channels**

Employment History & Accomplishments

MOTHER — *Seattle, WA: 2015-present*

- Currently a stay-at-home mom to two children, the role for which I am most proud

CONSULTANT — *Seattle, WA: 2016-2019*

- Working as a part-time consultant, advising multiple clients and developing their marketing and business strategies

RITANI — *Seattle, WA: 2014-2016*

- Was responsible for the email and affiliate marketing channels for Ritani.com, which generated over
- $3MM in annual net revenue
- Managed Ritani's inbound/outbound email programs, developing strategy & content for 200K consumers
- Increased traffic and revenue from the email channel by over 100% by implementing a comprehensive strategy, including promotional, automated and personalized email campaigns
- Directed an end-to-end effort to select a new email service provider for Ritani - researching, negotiating terms and integrating the new solution
- Led the affiliate program, managing over 100 existing partnerships and forging new relationships to drive sales for Ritani.com
- Spearheaded all promotional holiday efforts, working closely with development and content teams to execute promotions for Ritani.com
- Created marketing dashboards to analyze ROI and campaign performance metrics

THE SEATTLE TIMES — *Seattle, WA: 2008-present*

Marketing & Customer Retention Manager (2013-Present)

- Designed and managed marketing initiatives aimed at improving subscriber retention through various targeted marketing methods including email, direct mail, inserts and display advertising (print/digital)
- Administered budget of $500k and managed key relationships with vendors and advertising agencies
- Coordinated a weekly rewards/loyalty email campaign with offers from over 50 local partners
- Work closely with Business Intelligence team to analyze ROI and campaign performance metrics
- Participate on (and occasionally lead) larger cross-functional marketing projects for the organization, collaborating with key personnel in the branding, circulation, sales, finance, and advertising departments

Marketing & Promotions Specialist (2011-2013)

- Managed the Seattle Restaurant Week promotion from end-to-end, coordinating partnerships with more than 165 restaurants, attracting over 20,000 customers, and generating more than $750,000 in revenue
- Coordinated dozens of promotions and sponsorships with major clients including Seattle Theatre Group, 5th Avenue Theatre, Live Nation, Seattle Foundation, Pacific Northwest Ballet and Pacific Science Center
- Designed and ran targeted marketing campaigns to drive incremental revenue and audience engagement
- Received the Seattle Times Sales and Marketing Award for Revenue in 3rd Quarter, 2012
- Worked closely with advertising sales directors to conceptualize and launch creative promotional efforts that generated over $500k in new revenue and led over $3.5M in client sales

Outreach Specialist, Newspapers In Education (NIE) Program (2008-2011)

- Led strategic marketing and recruitment plan that grew NIE circulation rates by more than 150%
- Managed a team of contractors in the development of appropriate program curriculum and web content
- Prior experience as **Teach For America Corps Member**, Frederick Douglass Academy III, Bronx, NY.

Education & Affiliations

M.S. Teaching, Pace University, New York, NY (4.0 G.P.A.)

B.A. Geology, Oberlin College, Oberlin, OH (3.62 G.P.A.)

Secretary, Cascadia Elementary PTA (2025-Present)

Member, Green Lake Elementary PTA (2025-Present)

Coach and Volunteer, NCLL (2025-Present)

Leader, Girl Scout Troop #42566 (2024-Present)

Volunteer, Seattle Public Schools (2022-Present)

Commissioner, Seattle Center Advisory Commission (2012-Present)

Member, Get Engaged Program (2012-2013)

Member, Community of Thinkers, Seattle Art Museum (2009-2011)

United Way Giving Campaign Coordinator, The Seattle Times (2011)

Seattle Center Advisory Commission

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Diversity information is self-identified and is voluntary.

File #: CB 121254, **Version:** 2

Screen Reader Users: Make sure settings include reading (1) strikethrough and underline font attributes, and (2) superscripts and subscripts.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to rental agreement regulation; requiring disclosure of fees, prohibiting and limiting certain fees, requiring retention of compliance records, expanding investigation authority, and establishing new enforcement mechanisms; amending Section 7.24.020, 7.24.050, 7.24.060, 7.24.120, and 7.24.130 of, and adding new Sections 7.24.039, 7.24.040, 7.24.045, 7.24.170, 7.24.180, 7.24.190, 7.24.200, 7.24.210, 7.24.220, 7.24.230, and 7.24.240 to, the Seattle Municipal Code.

Recitals:

Seattle faces an ongoing housing affordability crisis. Market analysis by CoStar and BERK found that, between 2012 and 2022, average monthly rents rose 32 percent, from $1,430 to $1,897, even after adjusting for inflation.

Rising costs are hurting Seattle residents. The City of Seattle's 2025 Comprehensive Plan found that 38,365 renter households in Seattle are cost burdened, spending 30-50 percent of their income on housing. Another 33,795 renter households are severely cost burdened, with housing costs taking up more than half of their income.

Rental junk fees are a growing issue within the housing affordability crisis. These unavoidable and

often hidden fees increase the cost of living in unexpected and unpredictable ways. A 2023 study by the National Consumer Law Center found that 89 percent of renters paid one or more fees on top of their rent.

Rental junk fees are often not disclosed up front. A renter may not learn about all the rental fees attached to their housing until lease signing, after they have already spent weeks searching and paid nonrefundable application and move in fees. Tenants are left to choose between paying more than they expected or walking away and losing the time and money they invested.

Rental junk fees exacerbate existing disparities in the rental housing market. Zillow's Consumer Housing Trends Report 2025 found that renters of color (67 percent), particularly AAPI (74 percent) and Hispanic (66 percent) renters, were more likely to report paying at least one fee compared to White renters (63 percent). Renters age 18-29 were also significantly more likely (82 percent) to report paying at least one fee compared to other age groups.

Rental junk fees add up to a significant increase in housing costs. In a 2025 study, The Urban Institute found that rental fees added 10 to 30 percent to renters' total monthly payment. Based on Zillow's June 2026 average monthly rent of $2,038 for Seattle, that percentage is $203 to $609 a month in extra fees.

Increases in housing costs are directly tied to the homelessness crisis. A 2020 analysis by the US Government Accountability Office found that a $100 increase in median rent is associated with a nine percent increase in homelessness.

Rental junk fees that become rental debt further contribute to housing and financial instability. Unpaid fees increase the risk of eviction and displacement. Negative impacts on a renter's credit score can jeopardize future housing opportunities, given that 90 percent ,

There is no market incentive to advertise the all-in price of a rental unit. Research by the Stanford Institute for Economic Policy Research documents individual businesses losing significant market share when switching to all-in pricing. A landlord that advertises an all-in price appears more expensive than competitors with a lower base rent and unbundled fees.

Rental junk fees represent a market failure and collective action problem that will not self-correct. Regulation of these fees is necessary to level the playing field for landlords who are transparent about their costs and protect renters from unpredictable and predatory pricing models.

Robust enforcement is necessary to achieve effective and even compliance in the rental housing market.

Investigating violations of rental agreement regulations on a building or company wide basis will result in more efficient use of City resources, broader resolution for impacted tenants, and a stronger culture of compliance.

Comprehensive remedies for rental agreement violations encourage compliance and protect tenants from unfair and excessive fees, improper notices, unpredictable rent increases, lease violations, and retaliation. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance 126053, is amended as follows:

7.24.020 Definitions

As used in this Chapter 7.24:

"Common areas" means areas on a property that are accessible by tenants of more than one unit of the property, including but not limited to: hallways, lobbies, common kitchens, fitness centers, rooftop open space, pet facilities, and recreation areas.

* * *

"Last month's rent" means money that is paid as rent for the last month of a residential tenancy and that is paid at the inception of the tenancy or in installments as authorized by Section 7.24.036.

"Mail," in addition to its common meaning, means any letter, postal card, package, bag, or other item that is addressed to a specific address for delivery by the United States postal service or any commercial carrier performing the function of delivering similar items to residences or businesses.

"Mailbox," in addition to its common meaning, means any authorized depository or receptacle of mail for the United States postal service or authorized depository for a commercial carrier that provides services to the general public, including any address to which mail is or can be addressed, or a place where the United States postal service or equivalent commercial carrier delivers mail to its addressee.

* * *

"Unlawful harassment" has the meaning defined in RCW 59.18.570 as amended.

"Variable fee" means a monthly or other periodic fee, the amount of which may change each time it is assessed based on a predetermined set of conditions.

Section 2. A new Section 7.24.039 is added to the Seattle Municipal Code as follows:

7.24.039 Disclosure of fees required

Any rental agreement or renewal of a rental agreement entered into after July 1, 2027 is subject to the following requirements:

A. A landlord shall disclose in any advertisement, listing, or rental application of a dwelling unit, as well as conspicuously disclosed before the first page of the rental agreement on a form no longer than two pages:

1. The monthly rent of the dwelling unit;

2. The amounts and duration of any discounts or concessions applied;

3. All utilities for which the tenant is responsible;

4. Any utilities included in the monthly rent;

5. The amounts of all mandatory and optional fees, including variable fees pursuant to subsection 7.24.039.E;

6. The total monthly cost to be paid by the tenant, not including discounts or concessions that do not run the full term of the lease, and not including optional fees, but including an average or estimated cost of utilities to be paid by the tenant, as well as the average or estimated total monthly cost if any variable fees are included.

B. To meet the fee disclosure requirements of subsection 7.24.039.A in any online advertisement or listing of a dwelling unit, a landlord may either list the required fee disclosure in full text on the advertisement listing, or if infeasible due to listing or advertisement size constraints, unavoidable word limits, or similar impediments, use a hyperlink that links to another page with the required disclosure. If a hyperlink is used, the hyperlink must be obvious on the website, must be labeled to convey that it is a hyperlink and links to the fee disclosure, and must take the reader directly to the information on the next page.

C. Nothing in subsection 7.24.039.A shall be construed as holding a landlord liable for advertisements or listings that the landlord did not authorize, including but not limited to rental listing aggregator websites.

D. A landlord shall provide an updated disclosure form of the information required in subsection 7.24.039.A that is no longer than two pages every 12 months, unless the term of the lease agreement exceeds one year with acknowledgement, witness, or seal pursuant to RCW 59.18.210, as well as upon any change to any non-variable fee. This form shall be served upon the tenant in accordance with RCW 59.12.040.

E. For variable fees and utility charges, a landlord shall disclose the average monthly amount over the previous 12 months. For newly constructed buildings or other circumstances where such information is unavailable, a landlord shall provide an estimate of variable fees and utility charges, and clearly indicate that the amount is an estimate. A landlord shall also provide a monthly statement with the amount of each variable fee and utility charge to the tenant delivered in a clear and conspicuous manner.

F. A landlord may not charge any fee for preparing or delivering a disclosure form or variable fee and utility charge monthly statement pursuant to this Section 7.24.039. Disclosure under this Section 7.24.039 is distinct from disclosure requirements in Chapter 7.25.

G. The Director shall prepare a model rental fee disclosure form that complies with this Section 7.24.039. The Director shall place the form on the Department's website and provide links to translated versions of the notice in the five languages most commonly spoken in Seattle other than English, as determined on an annual basis using the most recent languages published by the Office of Immigrant and Refugee Affairs. The Director may provide links to translated versions in other languages at the Director's discretion. Landlords are not required to use the model form when disclosing fees to tenants. However, landlords are responsible for ensuring proper disclosure of fees in manner that complies with the requirements of this Section 7.24.039.

Section 3. A new Section 7.24.040 is added to the Seattle Municipal Code as follows:

7.24.040 Fees permitted and prohibited

Any rental agreement or renewal of a rental agreement entered into after July 1, 2027 is subject to the following requirements:

A. A landlord may not require a tenant to pay any mandatory or optional fee, except as provided in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW. Mandatory or optional fees other than those identified in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW, regardless of the name or description of the fee, constitute unfair or excessive fees, which are prohibited. Fees not disclosed pursuant to the requirements of Section 7.24.039 constitute unfair or excessive fees, which are prohibited.

B. A landlord may charge the following fees in addition to rent:

1. Late rent fees pursuant to Section 7.24.034;

2. Security deposits and nonrefundable move-in fees pursuant to Section 7.24.035;

3. Screening fees pursuant to subsection 7.24.035.B;

4. Pet damage deposits pursuant to Section 7.24.038;

5. Utility fees pursuant to Chapter 7.25;

6. A fee for replacement of a key necessary by fault of the tenant, not to exceed the lesser of the actual cost to the landlord or $50;

7. A fee to provide access to the building when a tenant is locked out by fault of the tenant, not to exceed $50 for access requested between 8 a.m. and 6 p.m. Monday through Friday, except that no fee may be charged when a landlord is at the property at the time of the lockout request, or $150 for access outside those hours;

8. A fee for payment returned to the landlord of insufficient funds, provided that the fee may not exceed the lesser of the actual costs to the landlord imposed by the financial institution or $31;

9. A fee to reimburse a landlord expense for repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and consistent with the documentation requirements under RCW 59.18.280;

10. A fee for a tenant’s liability for default in rent or abandonment of the unit, as provided under RCW 59.18.310, provided that no additional lease break fee may be assessed; and

11. A fee for any optional good or service that is provided to the tenant, except as prohibited under subsection 7.24.040.C, and provided that:

a. The fee is clearly disclosed as optional pursuant to Section 7.24.039;

b. The tenant affirmatively opts in to receiving the good or service in writing;

c. When the tenant opts in to receiving the good or service, the landlord provides a written notice to the tenant describing the process by which the tenant may opt out of the fee;

d. The tenant may opt out of receiving the good or service at any time without penalty or cost;

e. If the landlord contracts with a third party to provide the good or service, the fee may not exceed the actual cost to the landlord for providing the good or service to the tenant; and

f. For a bundled set of goods or services (such as a technology fee bundling cable and internet), the landlord shall also make each component of the bundle available separately, and cannot solely offer the bundled set of goods or services.

C. The following fees are unfair or excessive and may not be added as optional:

1. Any fee for the use of an in-unit appliance or other feature of a dwelling unit by a tenant, except for the rental of a portable cooling device as provided under Section 1 of Chapter 184, Laws of 2026;

2. Any fee for a tenant's access to common areas, except when the fee is associated with providing the tenant exclusive access to a common area facility on a temporary basis, such as the rental of a clubhouse for a private event;

3. Any fee to accept rent payments or other payments by personal check, money order, cashier's check, or automated clearing house (ACH);

4. Any fee for the tenant to receive or collect mail, for package collection and distribution, or to have access to the mailbox associated with their rental unit or dwelling;

5. Any fee for the performance of a landlord duty required under Section 22.206.160 or RCW 59.18.060;

6. Any fee for a partial change of tenancy when adding or removing a tenant to the rental agreement. This does not include screening fees pursuant to subsection 7.24.035.B;

7. Any fee associated with keeping a pet, except a pet damage deposit under Section 7.24.038, whether the fee is imposed once or periodically and regardless of how the fee is named or described;

8. Any fee for insurance provided by the landlord, unless:

a. The landlord meets the requirements of subsection 7.24.040.B.11;

b. The landlord provides the tenant with a copy of the policy prior to the tenant opting in, which

must include a clear and conspicuous disclosure of whether the policy includes coverage for the tenant's personal property or loss of use;

c. The landlord notifies the tenant of any change to the policy within five days;

d. The provided insurance meets minimum requirements as determined by rules issued by the Director; and

9. Any other optional fee determined by the Department to be unfair or excessive and prohibited by Director's Rule pursuant to Section 7.24.120. The Department shall consider factors when determining whether a fee is unfair or excessive, including but not limited to:

a. The extent to which the optional good or service associated with the fee provides a meaningful and substantial benefit to tenants;

b. The extent to which the fee is commensurate with the cost to landlords of providing the optional good or service;

c. The extent to which the optional good or service exceeds the obligations and minimum standards set forth in Chapter 7.24, Chapter 7.25, and Chapter 22.206, and chapter 59.18 RCW;

d. The extent to which the fee is optional for tenants;

e. The extent to which the fee is substantively similar to fees that are prohibited by this Chapter 7.24 or by Director's Rule;

f. The extent to which the fee is substantively similar to rent;

g. The extent to which the fee may contribute to an eviction; and

h. The prevalence of the fee and optional good or service.

Section 4. A new Section 7.24.045 is added to the Seattle Municipal Code as follows:

7.24.045 Rental agreement records

A. Landlords shall retain records that document compliance with this Chapter 7.24 for each tenant, including, but not limited to: rental housing advertisements, listings, and application forms; offered and signed rental lease agreements and renewals; fee disclosure forms; variable fee statements; rent and fees charged; third party vendor receipts; and pursuant to rules issued by the Director, other records that are material and necessary to effectuate the terms of this Chapter 7.24. Such records shall be retained for a period of three years from the date they were issued.

B. If a landlord fails to retain adequate records required under subsection 7.24.045.A, there shall be a

presumption, rebuttable by clear and convincing evidence, that the landlord violated this Chapter 7.24 for the periods and for each tenant for whom records were not retained.

Section 5. Section 7.24.050 of the Seattle Municipal Code, last amended by Ordinance 125222, is amended as follows:

7.24.050 Defense in commencing action-Fees and costs awarded

In any action commenced for unlawful detainer or to enforce a rental agreement, to impose penalties, or to forfeit a deposit contrary to rental agreement provisions required by subsections 7.24.030.A, 7.24.030.C, ((~~or~~)) 7.24.030.D, or Section 7.24.039, or pursuant to rental agreement provisions prohibited by subsection 7.24.030.B, ((~~and~~)) Section 7.24.035, or Section 7.24.040, it is a defense to such action that such provisions are contrary to the requirements for rental agreements imposed by this Chapter 7.24, and a tenant who prevails on such defense shall be awarded reasonable attorney fees and costs. If a landlord charges any fees contrary to the provisions of Section 7.24.039 or 7.24.040, the amount of rent in an unlawful detainer action for failure to pay rent or vacate pursuant to Section 22.205.010 shall be reduced by the total amount of all prohibited fees charged.

Section 6. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance 125334, is amended as follows:

7.24.060 Private right of action

A. Landlord liability to tenant

1. ((~~If~~)) Except as otherwise provided in this Section 7.24.060, if a landlord attempts to enforce provisions in a rental agreement that are contrary to, or if a landlord fails to meet their obligations under, the requirements of ((~~Sections 7.24.030, 7.24.035, 7.24.036, or 7.24.038~~)) this Chapter 7.24, the landlord shall be liable to the tenant in a civil action for: 1) any actual damages incurred by the tenant plus interest as a result of the landlord's ((~~attempted enforcement~~)) action; 2) ((~~double the amount of any penalties imposed by the City; 3~~))) double the amount of any prohibited fee or security deposit unlawfully charged or withheld by the landlord; 3) for each violation found by the court, an amount equal to double the penalty for a violation under subsection 7.24.130.F; and 4) reasonable attorney fees and costs. Interest shall accrue from the date the prohibited fee was imposed at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

2. A landlord who includes provisions prohibited by ((~~subsection 7.24.030.B, Section 7.24.035, Section 7.24.036, or Section 7.24.038~~)) this Chapter 7.24 in a new rental agreement, or in a renewal of an existing agreement,

shall be liable to the tenant in a civil action for up to ((~~$3,000~~)) $4,000 plus reasonable attorney fees and costs.

3. A landlord who engages in prohibited retaliation under Section 7.24.110 shall be liable to the tenant in a civil action for up to $6,000, any actual damages incurred by the tenant as a result of the landlord's action, and reasonable attorney fees and costs.

4. In any action brought under this Chapter 7.24, one or more tenants may seek relief on behalf of themselves and other similarly situated aggrieved tenants whose claims arise from the same or substantially similar policy or practice alleged to violate this Chapter 7.24 by a common defendant.

B. Remedies for tenants if landlord fails to comply

1. If a landlord fails to comply with the requirements of subsections 7.24.080.A, 7.24.080.B, or 7.24.080.C and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law without cost or penalty.

2. In addition to the remedy provided by subsection 7.24.060.B.1, if a landlord fails to comply with the requirements of Section 7.24.080, the tenant may recover in a civil action from the landlord actual damages, attorney fees, and a penalty of up to $500. If a court determines that the landlord deliberately failed to comply with the requirements of Section 7.24.080, the penalty may be up to $1,000.

C. Effective January 1, 2028, the amounts of all liabilities in this Section 7.24.060 shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number. The Department shall determine the amounts and file a schedule of such amounts with the City Clerk.

D. No tenant may secure relief from more than one governmental agency, instrumentality, or tribunal for the same harm or injury.

E. Within 30 days of receiving written notice of violation(s) for prohibited fees or unlawfully withheld security deposits, if the landlord cures the violation(s) and pays the tenant for: 1) full reimbursement of all prohibited fees and/or unlawfully withheld security deposit charged plus interest, and 2) double the amount of the prohibited fees charged and/or unlawfully withheld security deposit, the tenant cannot pursue remedies under subsection 7.24.060.A.1 or subsection 7.24.060.A.2.

Section 7. Section 7.24.120 of the Seattle Municipal Code, last amended by Ordinance

125222, is amended as follows:

7.24.120 Administration and enforcement

A. The Director shall administer and enforce the provisions of this Chapter 7.24 and is authorized to adopt reasonable rules and regulations consistent with this Chapter 7.24 to carry out the Director's duties.

B. ((~~The~~)) Except as provided in subsection 7.24.120.C and 7.24.120.E, the first and second violations of this Chapter 7.24 shall be enforced under the citation provisions set forth in Section 7.24.130. Subsequent violations may be enforced, at the Director's discretion, under the notice of violation provisions set forth in Section 7.24.140 or criminal provisions set forth in Section 7.24.150.

C. Nothing in this Section 7.24.120 shall prohibit the Director from initiating an investigation pursuant to Section 7.24.170 in lieu of pursuing enforcement under subsection 7.24.120.B.

D. In collaboration with the City Attorney’s Office, the Director may refer investigations initiated pursuant to Section 7.24.170 to the City Attorney’s Office for filing a civil action prior to issuance of an Order of Investigative Findings. The City Attorney may impose remedies consistent with Section 7.24.190.

E. Prior to pursuing enforcement or prior to assessing any remedies or penalties, the Director may seek voluntary compliance from landlords to include at a minimum full reimbursement to tenants plus interest for any unauthorized fees or charges.

F. Nothing contained in this Chapter 7.24 is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this Chapter 7.24 on the part of the City by its officers, employees, or agents.

Section 8. Section 7.24.130 of the Seattle Municipal Code, last amended by Ordinance

127303, is amended as follows:

7.24.130 Citation

* * *

F. Citation penalties

1. The following penalties shall be assessed for each violation((s)) of any provision of this Chapter 7.24:

a. ((~~$500~~)) $750 for the first violation; ((~~and~~))

b. ((~~$1000~~)) $1,500 for each subsequent violation within a five-year period((~~.~~)) ; and

c. $5,000 for prohibited retaliation pursuant to Section 7.24.110.

2. Effective January 1, 2028, the amounts of all penalties contained in this Section 7.24.130 shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number. The Department shall determine the amounts and file a schedule of such amounts with the City Clerk.

((~~2~~))3. Violation warning. The Director may, in an exercise of discretion, issue a warning to the person responsible for the violation if that person has not been previously warned or cited for violating this Chapter 7.24.

((~~3~~))4. Collection of penalties. If the person cited fails to pay a penalty imposed pursuant to this Section 7.24.130, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty. Alternatively, the City may pursue collection in any other manner allowed by law.

Section 9. A new Section 7.24.170 is added to the Seattle Municipal Code as follows:

7.24.170 Investigation

A. The Department shall have the power to investigate violations of this Chapter 7.24 by any landlord. The Department may initiate an investigation pursuant to Director's Rules including, but not limited to, situations when the Director has reason to believe that a violation has occurred or will occur, or the tenant is unlikely to volunteer information regarding such violations. An investigation may also be initiated through the receipt by the Department of a report or complaint filed by a tenant or any other person.

1. The Director may request a landlord or witness to provide documents, records, files, or other sources of evidence to the Department. The Director may issue interrogatories to a landlord or witness. The landlord or witness shall respond to such interrogatories or provide such documents, records, files, or other materials to the Department within the timelines and according to the procedures established by Director's rules.

2. The Director may initiate investigations, including individual, building-wide, and company-wide investigations, to determine the extent to which a landlord is complying with this Chapter 7.24.

B. A tenant or other person may report to the Department any suspected violation of this Chapter 7.24. The Department shall encourage reporting of alleged violations of this Chapter 7.24 by taking the following measures:

1. The Department shall keep confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the person reporting the violation. However, with the authorization of such person, the Department may disclose the person's name and identifying information as necessary to enforce this Chapter 7.24 or for other appropriate purposes.

2. The Department may require a landlord to post or otherwise notify its tenants that the

Department is conducting an investigation, using a form provided by the Department. The Director may order the landlord to provide the form on an individual basis in the tenant's primary language in a physical or electronic format that is reasonably conspicuous and accessible.

C. The Department’s investigation shall commence within three years of the alleged violation. To the extent permitted by law, the applicable statute of limitations for civil actions is tolled during any investigation under this Chapter 7.24 and any administrative enforcement proceeding under this Chapter 7.24 based upon the same facts. For purposes of this Chapter 7.24:

1. The Department’s investigation begins on the earlier date of when the Department receives a complaint from a person under this Chapter 7.24, or the Department opens an investigation under this Chapter 7.24.

2. The Department’s investigation ends when the Department issues a final order concluding the matter and any appeals have been exhausted; the time to file any appeal has expired; or the Department notifies the landlord in writing that the investigation has been otherwise resolved.

D. The Department’s investigation shall be conducted in an objective and impartial manner.

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW to the Hearing Examiner for the issuance of subpoenas requiring a landlord to produce the documents and records required by subsection 7.24.045.A, or for the attendance and testimony of witnesses, or any other document relevant to the issue of whether a landlord has violated any provision of this Chapter 7.24. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that: a violation has occurred, a tenant is unlikely to volunteer information regarding such violations, or the Department has gathered preliminary information indicating that a violation may have occurred.

F. A landlord that fails to comply with the terms of any subpoena issued under subsection 7.24.170.E in an investigation by the Department under this Chapter 7.24 prior to the issuance of an

Order of Investigative Findings issued pursuant to subsection 7.24.180.C may not use such records in any appeal to challenge the correctness of any determination by the Department of liability, remedies due to the tenant, or penalties assessed.

G. In addition to other remedies, the Director may refer any subpoena issued under subsection 7.24.170.E to the City Attorney to seek a court order to enforce any subpoena.

H. Where the Director has reason to believe that a violation has occurred, the Director may order any appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending completion of a full investigation or hearing, including but not limited to a deposit of funds or bond sufficient to satisfy a good-faith estimate of reimbursement of civil penalties and remedies due to the tenant. A landlord may appeal any such order in accordance with Section 7.24.200.

I. Pending completion of a full investigation, the Director may refer the investigatory file to the City Attorney’s Office pursuant to subsection 7.24.120.D.

J. To avoid duplication of efforts or otherwise conserve Department resources, the Director may suspend or close a case for any reason consistent with this Chapter 7.24, including when the case is being actively pursued in another forum or a tenant or other person has withdrawn a report or complaint.

Section 10. A new Section 7.24.180 is added to the Seattle Municipal Code as follows:

7.24.180 Findings of fact and determination

A. Except when there is an agreed upon settlement or the investigatory file is referred to the City Attorney’s Office, the Director shall issue a written determination with findings of fact resulting from an investigation pursuant to Section 7.24.170 and statement of whether a violation of this Chapter 7.24 has or has not occurred based on a preponderance of the evidence before the Director.

B. If the Director determines that there is no violation of this Chapter 7.24, the Director shall issue a "Determination of No Violation" with notice of a tenant or other person's right to appeal the

decision, pursuant to subsection 7.24.200.A.

C. If the Director determines that a violation of this Chapter 7.24 has occurred, the Director shall issue an "Order of Investigative Findings" identifying the violation or violations.

1. The Order of Investigative Findings shall state with specificity the amounts due under this Chapter 7.24 for each violation, including payment of civil penalties and remedies due to the tenant pursuant to Section 7.24.190.

2. The Order of Investigative Findings may specify that civil penalties can be mitigated for landlord's timely payment of remedy due to a tenant pursuant to subsection 7.24.190.A.2.

3. The Order of Investigative Findings may direct the landlord to take such corrective action as is necessary to comply with the requirements of this Chapter 7.24, including, but not limited to, monitored compliance for a reasonable time period.

4. The Order of Investigative Findings shall include notice of the landlord's right to appeal the decision, pursuant to Section 7.24.200.

D. The Determination of No Violation or Order of Investigative Findings may be served by first class mail, addressed to the last known address of such person(s) to be notified. Service shall be deemed complete three days after the date of mailing.

Section 11. A new Section 7.24.190 is added to the Seattle Municipal Code as follows:

7.24.190 Remedies

A. The payment of civil penalties and remedies due to the tenant under this Chapter 7.24 is cumulative and is not intended to be exclusive of any other available remedies, penalties, and procedures. A landlord is liable for each violation or failure to comply with any provision of this Chapter 7.24, for which separate and cumulative penalties may be assessed.

1. Effective January 1, 2028, the amounts of all civil penalties contained in this Section 7.24.190 shall be adjusted annually by the percentage amount of change in the housing component

of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number. The Department shall determine the amounts and file a schedule of such amounts with the City Clerk.

2. If there is a remedy due to a tenant, the Director may waive a portion of the amount of civil penalties due to the Department based on timely payment of the full remedy due to the tenant, as provided in this subsection 7.24.190.A.

a. The Director may waive 75 percent of the total amount of civil penalties to the Department if the Director determines that the landlord paid the full remedy due to the tenant within ten days of service of the Order of Investigative Findings.

b. The Director may waive 50 percent of the total amount of civil penalties due to the Department if the Director determines that the landlord paid the full remedy due to the tenant within 15 days of service of the Order of Investigative Findings.

c. The Director shall not waive any amount of civil penalties due to the Department if the Director determines that the landlord has not paid the full remedy due to the tenant after 15 days of service of the Order of Investigative Findings.

B. A landlord found to be in violation of Section 7.24.040 shall be liable to the tenant for: 1) full reimbursement of all prohibited fees charged plus interest, and 2) double the amount of the prohibited fees charged. Interest shall accrue from the date the prohibited fee was charged at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

1. If the precise amount of prohibited fees cannot be determined due to a landlord’s failure to produce records, or if a landlord produces records in a manner or form which makes timely determination of the amount of prohibited fees impracticable, the Director may determine the value of prohibited fees as a matter of just and reasonable inference, including the use of representative

evidence such as testimony or other evidence from representative tenants establishing violations for a class of tenants.

C. Except as provided in subsections 7.24.190.D and 7.24.190.E, The Director is authorized to assess the following civil penalties for a violation of this Chapter 7.24.

1. For a first violation of this Chapter 7.24, the Director may assess a civil penalty of $750 per violation.

2. For any subsequent violation of this Chapter 7.24, the Director shall assess a penalty of $1,500 per violation.

3. For purposes of this Section 7.24.190, a violation is a subsequent violation if the landlord has been a party to more than one of any of the following, or any combination of the following, within a five-year period:

a. A settlement agreement stipulating that a violation has occurred;

b. An Order of Investigative Findings issued against the landlord;

c. A Court Order obtained by the City Attorney's Office pursuant to subsection 7.24.120.D; or

d. A citation under Section 7.24.130.

D. A landlord found to be in violation of this Chapter 7.24 for retaliation under Section 7.24.110 shall be subject to a civil penalty of $5,000.

E. A landlord who willfully hinders, prevents, impedes, or interferes with the Director or Hearing Examiner in the performance of their duties under this Chapter 7.24 shall be subject to a civil penalty of $5,000.

F. When determining the amount of civil penalties and remedies, under this Section 7.24.190 for a settlement agreement, the Director may consider the following factors provided in this subsection. Except in exceptional circumstances, the Director shall endeavor to ensure that such

settlement is for no less than the remedies due to the tenant pursuant to 7.24.190.B:

1. The total amount of civil penalties and remedies due to the tenant;

2. The nature and persistence of the violations;

3. The extent of the landlord's culpability;

4. The substantive or technical nature of the violations;

5. The business resources of the landlord;

6. The circumstances of each situation;

7. The amount of penalties in similar situations; and

8. Pursuant to rules that the Director may issue, other factors that are material and necessary to effectuate the terms of this Chapter 7.24.

G. In addition to the civil penalties and remedies due to the tenant, the Department may assess against the landlord in favor of the City the reasonable costs incurred in enforcing this Chapter 7.24, including but not limited to reasonable attorney's fees.

Section 12. A new Section 7.24.200 is added to the Seattle Municipal Code as follows:

7.24.200 Appeal period and failure to respond

A. A tenant or other person who claims an injury as a result of an alleged violation of this Chapter 7.24 may appeal the Determination of No Violation by filing a written statement of appeal with the Hearing Examiner within 15 days of being served with the Department’s decision. If a tenant fails to appeal the Order of Investigative Findings within 15 days of service, the Determination of No Violation shall be final. If the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run until 5 p.m. on the next business day.

1. In considering an appeal of a Determination of No Violation, the only issue before the Hearing Examiner is whether the Director’s Determination of No Violation is supported by a preponderance of the evidence.

2. The statement of appeal shall state specifically the grounds for appeal and how the Director's determination was not supported by a preponderance of the evidence. The appeal statement shall fully describe any evidence that the appellant thinks the Department should have considered.

3. For investigations into multiple allegations that result in a combination Determination of Violation and No Violation, complainants may solely appeal the Determination of No Violation portion of the investigation before the Hearing Examiner.

B. A landlord may appeal the Order of Investigative Findings, including all remedies issued pursuant to Section 7.24.190, by requesting a contested hearing before the Hearing Examiner in writing within 15 days of service of the Order of Investigative Findings. If a landlord fails to appeal the Order of Investigative Findings within 15 days of service, the Order of Investigative Findings shall be final. If the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run until 5 p.m. on the next business day.

Section 13. A new Section 7.24.210 is added to the Seattle Municipal Code as follows:

7.24.210 Appeal procedure and failure to appear

A. Contested hearings requested per Section 7.24.200.B shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases. The hearing shall be conducted de novo and the Director shall have the burden of proving by a preponderance of the evidence that the violation or violations occurred. Upon establishing such proof, the remedies and penalties imposed by the Director shall be upheld unless it is shown that the Director abused discretion. Failure to appear for a contested hearing shall result in an order being entered finding that the landlord committed the violation stated in the Order of Investigative Findings. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure

to appear.

B. In all contested cases, the Hearing Examiner shall enter an order affirming, modifying or reversing the Order of Investigative Findings.

Section 14. A new Section 7.24.220 is added to the Seattle Municipal Code as follows:

7.24.220 Appeal from Hearing Examiner order

A. The landlord may obtain judicial review of the decision of the Hearing Examiner by applying for a Writ of Review in the King County Superior Court within 30 days from the date of the decision in accordance with the procedure set forth in chapter 7.16 RCW as amended, other applicable law, and court rules.

B. The decision of the Hearing Examiner shall be final and conclusive unless review is sought in compliance with this Section 7.24.220.

Section 15. A new Section 7.24.230 is added to the Seattle Municipal Code as follows:

7.24.230 Failure to comply with final order

A. If a landlord fails to comply within 30 days of service of any settlement agreement with the Department, or with any final order issued by the Director or the Hearing Examiner for which all appeal rights have been exhausted, the Department may pursue, but is not limited to, the following measures to secure compliance:

1. The Director may require the landlord to post or distribute public notice of the landlord's failure to comply in a form and manner determined by the Department.

2. The Director may refer the matter to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the amounts due.

3. The Director may refer the matter to the City Attorney for the filing of a civil action in a court of competent jurisdiction to enforce such order or to collect amounts due. In the alternative, the

Director may seek to enforce a settlement agreement, an Order of Investigative Findings, or a final order of the Hearing Examiner under Section 7.24.240.

Section 16. A new Section 7.24.240 is added to the Seattle Municipal Code as follows:

7.24.240 Debt owed The City of Seattle

A. All monetary amounts due under a settlement agreement, Order of Investigative Findings, or Court Order obtained by the City Attorney's Office pursuant to subsection 7.24.120.D shall be a debt owed to the City and may be collected in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies; provided that amounts collected by the City for remedies due to the tenant shall be held in trust by the City for the tenant and, once collected by the City, shall be paid by the City to the tenant.

B. If a landlord fails to appeal an Order of Investigative Findings to the Hearing Examiner within the time period set forth in subsection 7.24.200.B, the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Order of Investigative Findings by entering judgment in favor of the City finding that the landlord has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Order of Investigative Findings shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 5.50.050 containing evidence that the landlord has failed to comply with the order or any parts thereof, and is therefore in default, or that the landlord has failed to appeal the Order of Investigative Findings to the Hearing Examiner within the time period set forth in subsection 7.24.200.B and therefore has failed to exhaust the landlord's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a landlord fails to obtain judicial review of an order of the Hearing Examiner pursuant to subsection 7.24.220.A, the order of the Hearing Examiner shall be final, and the Director may petition

the Seattle Municipal Court to enforce the Order of Investigative Findings by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW containing evidence that the landlord has failed to comply with the order or any parts thereof, and is therefore in default, or that the landlord has failed to avail itself of judicial review in accordance with subsection 7.24.220.A, shall also be admissible without further evidentiary foundation.

D. In considering matters brought under subsections 7.24.240.B and 7.24.240.C, the Seattle Municipal Court may include within its judgment all terms, conditions, and remedies contained in the Order of Investigative Findings or the order of the Hearing Examiner, whichever is applicable, that are consistent with the provisions of this Chapter 7.24.

Section 17. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 18. Sections 1 through 17 of this ordinance shall take effect on July 1, 2027.

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: Mayor's Office/Seattle Department of Construction and Inspections

Title: An ordinance relating to rental agreement regulation; requiring disclosure of fees, prohibiting and limiting certain fees, requiring retention of compliance records, expanding investigation authority, and establishing new enforcement mechanisms; amending Section 7.24.020, 7.24.050, 7.24.060, 7.24.120, and 7.24.130 of, and adding new Sections 7.24.039, 7.24.040, 7.24.045, 7.24.170, 7.24.180, 7.24.190, 7.24.200, 7.24.210, 7.24.220, 7.24.230, and 7.24.240 to, the Seattle Municipal Code.

Background: This legislation creates a new regulatory framework for rental housing fees effective July 1, 2027. These fees are a growing issue in Seattle's housing affordability crisis. The legislation will strengthen tenant protections, reduce hidden housing costs, and promote a fair and transparent rental market, while also supporting small landlords with timely, consistent compliance guidance.

The legislation distinguishes between "mandatory fees" which are imposed on all units rented by a particular landlord and "optional fees" which are fees that renters may choose to pay or not to pay in exchange for a good or service. The legislation requires all mandatory and optional fees to be conspicuously disclosed in any advertisement or listing of a residential rental unit as well as at lease signing; updated annual disclosures are also required. The legislation prohibits any mandatory fee that is not explicitly

authorized under Seattle Municipal Code. Authorized fees that a landlord may impose mandatorily include application screening fees, security deposit and nonrefundable move-in fees, pet damage deposit fees, late rent fees, utility fees, key replacement fees, lockout fees, insufficient funds fees, fees to reimburse qualified and documented landlord expenses, and fees for tenant's liability for default in rent or abandonment of the unit. Dollar limits are imposed on certain mandatory fees.

The legislation requires that any optional fee for a good or service be conspicuously disclosed as optional, that tenants must affirmatively opt in to any optional fee and be allowed to opt out at any time without penalty, and prohibits landlords from charging more than the actual cost incurred for services provided by a third party. Specific optional fees are prohibited as unfair and excessive, including fees for access to common areas, fees for accepting certain methods of rent payments, fees for mail and package collection, fees for changes of tenancy, and pet fees beyond damage deposits.

The legislation increases citation penalties, provides for future adjustments based on CPI-U, and establishes a new penalty for prohibited retaliation. It establishes a defense to eviction for failing to pay a prohibited fee.

The legislation expands tenants' existing private right of action to include landlord action to enforce prohibited fees, establishes a new private right of action for prohibited retaliation, and increases landlords' liability to tenants in private rights of action. It provides that tenants of a similar class to pursue a joint action against a landlord.

The legislation establishes authority for the Seattle Department of Construction and Inspections to investigate rental agreement regulation violations, including building- and

company-wide investigations. It requires landlords to retain records documenting their compliance with the City of Seattle's rental agreement regulations and authorizes the department to subpoena such records as part of an investigation.

The legislation establishes the process by which the department shall deliver findings and determine if an Order of Investigative Findings requiring remedies is warranted. It establishes remedies available to the department under an Order of Investigative Findings, including civil penalties and remedies owed to the tenant. It authorizes the department to enter into settlement agreements, and to waive penalties for a landlord's timely payment of remedies owed to the tenant. It establishes a process for landlords and tenants to appeal decisions and remedies to the Hearing Examiner.

Summary Attachments: N/A

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

This legislation does not change appropriations or positions; however, it does anticipate future budget changes as identified below.

☐ No

a. Expenditure Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$0	$0	$0	$0	$0

b. Expenditure Change to Other Funds

2026	2027 est.*	2028 est.*	2029 est.*	2030 est.*
$0	$915,203	$795,697	$795,697	$795,697

* CPI is unknown at this time. Estimated costs do not include SDCI department administrative and overhead costs.

c. Revenue Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$0	$0	$0	$0	$0

d. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
$0	$1,361,800	$791,200	$1,435,200	$873,600

e. Number of Positions

2026	2027 est.	2028 est.	2029 est.	2030 est.
0	3	3	3	3

f. Total Full-Time Employee (FTE) Change

2026	2027 est.	2028 est.	2029 est.	2030 est.
0	3.0	3.0	3.0	3.0

3a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept.	Budget Control Level (BCL) Name/Number	2026 Appropriation Change	2027 Estimated Appropriation Change
48100 Construction and Inspections Fund	SDCI	BO-CI-U2400	$0	$915,203

This legislation does not change appropriations. Modifications to appropriations will be included in the 2027 Proposed Budget and future budget actions. The amount above shows the anticipated needed budgetary increase but does not include costs that are anticipated to be absorbed within SDCI's base budget. Total 2027 costs are estimated at $1.03 million, excluding administrative and overhead costs.

3b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept.	Revenue Source	2026 Revenue	2027 Estimated Revenue
48100 Construction and Inspections Fund	SDCI	Rental Regulatory Fee	$0	$1,361,800

Revenue/Reimbursement Notes:

The revenue above is anticipated to be generated from a new per-rental-unit fee effective January 1, 2027. The fee will be included in SDCI's annual fee bill which will be submitted to Council as 2027 budget legislation. The amount above assumes that fees will be collected in tandem with Rental Registration and Inspection Ordinance payments which are collected every 2 years. The estimated revenue amount above is based on an estimated 2027 fee of $11 per rental unit, excluding short-term rentals.

3c. Positions

This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:

This legislation does not change positions; however, this legislation anticipates that the following new positions will be included in SDCI's 2027 Proposed Budget:

Position Number for Existing Positions	Individual Position Title & Department	Fund Name & Number	Program & BCL	Part-Time (PT) or Full-Time (FT)	2026 Positions	2026 FTE	Does it sunset?
	Plng&Dev Spec,Sr (SDCI)	48100 Construction and Inspections Fund	PO-CI-U24B1	FT			No
	Code Compliance Anlyst (SDCI)	48100 Construction and Inspections Fund	PO-CI-U24B1	FT			No
	Code Compliance Anlyst (SDCI)	48100 Construction and Inspections Fund	PO-CI-U24B1	FT			No

If there is one or more sunsetting position or other notes, please explain: N/A

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

This legislation anticipates adoption of a new rental regulatory fee during the 2027-2028 budget process. The fee will be assessed on a per unit basis, billed using

the Rental Registration and Inspection Ordinance (RRIO) accounting infrastructure. The revenue will support implementation and enforcement of newly adopted City regulations governing rental fees, including 3.0 FTEs to support increased case intake, investigations, and landlord assistance related to rental fee regulation, as well as outreach and education services. The fee will be set to align with ongoing program costs.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

SDCI and CBO have identified $60,000 in 2026 General Fund underspend that will be reallocated to support the upfront IT system modification costs necessary to implement and collect the new regulatory fee.

c. What financial costs or other impacts might happen if this legislation is not implemented?

None.

d. How might this legislation affect other City departments besides the one that proposed it?

The new authority for SDCI to conduct investigations and enforcement through Order of Investigative Findings is expected to result in additional work for the Hearing Examiner. The Hearing Examiner will be responsible for reviewing SDCI subpoena applications and hearing appeals of SDCI's Order of Investigative Findings from landlords and tenants. The Hearing Examiner anticipates that this work can be managed using existing resources and will not have a budget impact.

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

This legislation does not affect a specific individual property, but will impact any residential property offered as long-term rental housing.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

Renters are disproportionately likely to be from vulnerable or historically disadvantaged communities. Using data from the American Community Survey, the City's 2025 Comprehensive Plan Update found that 51% of White households are renters, compared to 56% of AAPI households, 66% of Native American households, 71% of Hispanic or Latino households, and 78% of Black households. Renters also tend to be lower income; the median income of owner households ($151,430) is more than twice the median income of renter households ($74,580).

Rental housing fees further exacerbate these disparities. Zillow's Consumer Housing Trends Report 2025 found that renters of color (67%), particularly AAPI (74%) and Hispanic (66%) renters, were more likely to report paying at least one fee compared to White renters (63%). Renters age 18-29 were also significantly more likely (82%) to report paying at least one fee compared to other age groups.

Rental housing fees can add up to a significant increase in housing costs. In a 2025 study, The Urban Institute found that rental fees added 10 to 30 percent to renters' total monthly payment. Based on Zillow's June 2026 average monthly rent of $2,038 for Seattle, that percentage is $203 to $609 a month in extra fees.

Regulating rental housing fees will help reduce the disproportionate financial burden that vulnerable and historically disadvantaged communities experience.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

None.

3. What is the Language Access Plan for communicating with the public about this legislation?

$100,000 in onetime funding from the new rental regulatory fee will support updated translated materials and in-language outreach, consistent with SDCI's Language Access Plan. This will include:

- Renter's Handbook Update translation, Renter's Handbook printing, Required Notice & other translation
- Ethnic and weekly media advertising
- Bus advertising
- Renting in Seattle Website refresh

The fee is also expected to provide $65,000 annually for ongoing rental housing outreach and education efforts.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

This legislation is not expected to impact carbon emissions.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

This legislation is not expected to impact climate change resiliency.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.

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Amendment A Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Lin

Adjusting cure process to: require notification to the department, establish constructive notice of prohibited fee violations and compensation for similarly situated tenants, and provide landlords with a defense to civil actions under certain circumstances.

Effect: Upon receipt of a "prohibited fee notice," this amendment would deem landlords of having constructive notice of the prohibited fees of all similarly situated tenants, and would require compensation to all similarly situated tenants, resulting in a defense to certain civil actions brought by compensated tenants. The amendment would also require landlords to notify SDCI of the violation and cure. If a landlord imposes the same prohibited fee within 24 months of curing a prior violation for such prohibited fee, the landlord does not have a defense to a civil action brought under SMC 7.24.060.A.2.

Amend Section 6 of CB 121254 as follows:

Section 6. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance 125334, is amended as follows:

7.24.060 Private right of action

A. Landlord liability to tenant

1. ((~~If~~)) Except as otherwise provided in this Section 7.24.060, if a landlord attempts to enforce provisions in a rental agreement that are contrary to, or if a landlord fails to meet their obligations under, the requirements of ((~~Sections 7.24.030, 7.24.035, 7.24.036, or 7.24.038~~)) this Chapter 7.24, the landlord shall be liable to the tenant in a civil action for: 1) any actual damages incurred by the tenant plus interest as a result of the landlord's ((~~attempted enforcement~~)) action; 2) ((~~double the amount of any penalties imposed by the City; 3)~~)) double the amount of any prohibited fee or security deposit unlawfully charged or withheld by the landlord; 3) for each violation found by the court, an amount equal to double the penalty for a violation under subsection 7.24.130.F; and 4) reasonable attorney fees and costs. Interest shall accrue from the date the prohibited

fee was imposed at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

2. A landlord who includes provisions prohibited by ((~~subsection 7.24.030.B, Section 7.24.035, Section 7.24.036, or Section 7.24.038~~)) this Chapter 7.24 in a new rental agreement, or in a renewal of an existing agreement, shall be liable to the tenant in a civil action for up to ((~~$3,000~~)) $4,000 plus reasonable attorney fees and costs.

3. A landlord who engages in prohibited retaliation under Section 7.24.110 shall be liable to the tenant in a civil action for up to $6,000, any actual damages incurred by the tenant as a result of the landlord's action, and reasonable attorney fees and costs.

4. In any action brought under this Chapter 7.24, one or more tenants may seek relief on behalf of themselves and other similarly situated aggrieved tenants whose claims arise from the same or substantially similar policy or practice alleged to violate this Chapter 7.24 by a common defendant.

* * *

C. Effective January 1, 2028, the amounts of all liabilities in this Section 7.24.060 shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number. The Department shall determine the amounts and file a schedule of such amounts with the City Clerk.

D. No tenant may secure relief from more than one governmental agency, instrumentality, or tribunal for the same harm or injury.

E. ~~Within~~ Except as otherwise provided in subsection 7.24.060.F, within 30 days of receiving written notice of violation(s) for prohibited fees ("prohibited fee notice")~~or unlawfully withheld security deposits~~, if the landlord cures the violation(s) and pays ~~the~~ all similarly situated tenant~~s~~ for: 1) full reimbursement of all prohibited fees ~~and/or unlawfully withheld security deposit~~ charged plus interest, and 2) double the amount of the prohibited fees charged ~~and/or unlawfully withheld security deposit, the tenant cannot pursue~~ , and if the landlord additionally notifies the Department of the violation(s) and cure, the landlord shall have a defense against any civil action brought by compensated tenants seeking remedies for the cured fees under subsection 7.24.060.A.1 or subsection 7.24.060.A.2. Landlords are deemed to have constructive notice of violation(s) of prohibited fees for all similarly situated tenants upon receipt of the prohibited fee notice. For purposes of this Section 7.24.060, "similarly situated tenants" are all tenants residing in the same building who have the same prohibited fee in their rental agreement with the landlord.

F. If, within 24 months of curing the violation(s) per subsection 7.24.060.E, the landlord receives a prohibited fee notice either directly or constructively for the same prohibited fee, the landlord does not have a defense against a civil action brought by a tenant seeking remedies under subsection 7.24.060.A.2, as applicable, even if the landlord cures the violation(s) per subsection 7.24.060.E.

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Amendment B Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Kettle

Removing the term "junk" from recitals and fixing an error in the recitals

Effect: This amendment would remove the term "junk" from the recitals. It would also complete a sentence in the recitals that was erroneously left unfinished. The amendment would have no effect on the regulations.

Amend Recitals of CB 121254 as follows:

Recitals:

Seattle faces an ongoing housing affordability crisis. Market analysis by CoStar and BERK found that, between 2012 and 2022, average monthly rents rose 32 percent, from $1,430 to $1,897, even after adjusting for inflation.[1]

Rising costs are hurting Seattle residents. The City of Seattle's 2025 Comprehensive Plan found that 38,365 renter households in Seattle are cost burdened, spending 30-50 percent of their income on housing. Another 33,795 renter households are severely cost burdened, with housing costs taking up more than half of their income.[2]

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[1] CoStar. *Market Analytics for the City of Seattle, 2023*. "One Seattle Comprehensive Plan Update Final Environmental Impact Statement." City of Seattle, 2025, Exhibit 3.8-19. https://www.seattle.gov/documents/Departments/OPCD/SeattlePlan/OneSeattlePlanFinalEIS2025.pdf

[2] "One Seattle Comprehensive Plan Update Final Environmental Impact Statement." City of Seattle, 2025, Exhibits 3.8-17 and 3.8-18. https://www.seattle.gov/documents/Departments/OPCD/SeattlePlan/OneSeattlePlanFinalEIS2025.pdf

Rental ~~junk~~ fees are a growing issue within the housing affordability crisis. These unavoidable and often hidden fees increase the cost of living in unexpected and unpredictable ways. A 2023 study by the National Consumer Law Center found that 89 percent of renters paid one or more fees on top of their rent.[3]

Rental ~~junk~~ fees are often not disclosed up front. A renter may not learn about all the rental fees attached to their housing until lease signing, after they have already spent weeks searching and paid nonrefundable application and move in fees. Tenants are left to choose between paying more than they expected or walking away and losing the time and money they invested.

Rental ~~junk~~ fees exacerbate existing disparities in the rental housing market. Zillow's Consumer Housing Trends Report 2025 found that renters of color (67 percent), particularly AAPI (74 percent) and Hispanic (66 percent) renters, were more likely to report paying at least one fee compared to White renters (63 percent). Renters age 18-29 were also significantly more likely (82 percent) to report paying at least one fee compared to other age groups.[4]

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[3] Nelson et al. "Too Damn High: How Junk Fees Add to Skyrocketing Rents." National Consumer Law Center, 2023, p. 10. https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf

[4] Garcia, Manny. "Renters: Results from the Zillow Consumer Housing Trends Report 2025." Zillow, 2025. https://www.zillow.com/research/renters-housing-trends-report-2025-35647/

Rental ~~junk~~ fees add up to a significant increase in housing costs. In a 2025 study, The Urban Institute found that rental fees added 10 to 30 percent to renters' total monthly payment.[5] Based on Zillow's June 2026 average monthly rent of $2,038 for Seattle, that percentage is $203 to $609 a month in extra fees.[6]

Increases in housing costs are directly tied to the homelessness crisis. A 2020 analysis by the US Government Accountability Office found that a $100 increase in median rent is associated with a nine percent increase in homelessness.[7]

Rental ~~junk~~ fees that become rental debt further contribute to housing and financial instability. Unpaid fees increase the risk of eviction and displacement. Negative impacts on a renter's credit score can jeopardize future housing opportunities, given that 90 percent of rentals require a credit check. [8, 9]

There is no market incentive to advertise the all-in price of a rental unit. Research by the Stanford Institute for Economic Policy Research documents individual

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[5] Neumann, Zach and Katherine Fallon. "Rental Junk Fees Are Harming Renters." Urban Land Institute, 2025. https://archive-housingmatters.urban.org/articles/rental-junk-fees-are-harming-renters/

[6] "Seattle, WA rental market." Zillow. Accessed June 2026. https://www.zillow.com/rental-manager/market-trends/seattle-wa/

[7] "Homelessness: Better HUD Oversight of Data Collection Could Improve Estimates of Homeless Population." U.S. Government Accountability Office, 2020. https://www.gao.gov/products/gao-20-433

[9] Nelson et al. "Too Damn High: How Junk Fees Add to Skyrocketing Rents." National Consumer Law Center, 2023, p. 7. https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf

businesses losing significant market share when switching to all-in pricing.[10] A landlord that advertises an all-in price appears more expensive than competitors with a lower base rent and unbundled fees.

Rental ~~junk~~ fees represent a market failure and collective action problem that will not self-correct. Regulation of these fees is necessary to level the playing field for landlords who are transparent about their costs and protect renters from unpredictable and predatory pricing models.

Robust enforcement is necessary to achieve effective and even compliance in the rental housing market.

Investigating violations of rental agreement regulations on a building or company wide basis will result in more efficient use of City resources, broader resolution for impacted tenants, and a stronger culture of compliance.

Comprehensive remedies for rental agreement violations encourage compliance and protect tenants from unfair and excessive fees, improper notices, unpredictable rent increases, lease violations, and retaliation. Therefore,

[10] Mahoney, Neale. “Why Regulate Junk Fees?” Journal of Economic Perspectives, Volume 39, Number 4, Fall 2025, Pages 203–220. https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.20241409

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Amendment C Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Kettle

Allowing fees for keeping a pet

Effect: This amendment would allow landlords to assess fees for keeping a dog or cat, and set the fee at $25 plus inflation. As transmitted, fees for keeping a pet would be prohibited by the ordinance. This amendment would make it an allowable fee, with restrictions for types of animals and dollar amount. The effect would be that fees for keeping a pet could be assessed by landlords as long as they are only charged for dogs and cats, at a rate of $25 per month per animal, with a CPI escalator.

Section 3 of CB 121254 is amended as follows:

Section 3. A new Section 7.24.040 is added to the Seattle Municipal Code as follows:

7.24.040 Fees permitted and prohibited

Any rental agreement or renewal of a rental agreement entered into after July 1, 2027 is subject to the following requirements:

A. A landlord may not require a tenant to pay any mandatory or optional fee, except as provided in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW. Mandatory or optional fees other than those identified in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW, regardless of the name or description of the fee, constitute unfair or excessive fees, which are prohibited. Fees not disclosed pursuant to the requirements of Section 7.24.039 constitute unfair or excessive fees, which are prohibited.

B. A landlord may charge the following fees in addition to rent:

* * *

10. A fee for a tenant's liability for default in rent or abandonment of the unit, as provided under RCW 59.18.310, provided that no additional lease break fee may be assessed; ~~and~~

11. A fee for keeping a pet, provided that:

a. The fee may only be assessed for keeping a cat or a dog;

b. The fee may not exceed $25 per animal per month; this amount shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number.

* * *

C. The following fees are unfair or excessive and may not be added as optional:

1. Any fee for the use of an in-unit appliance or other feature of a dwelling unit by a tenant, except for the rental of a portable cooling device as provided under Section 1 of Chapter 184, Laws of 2026;

2. Any fee for a tenant's access to common areas, except when the fee is associated with providing the tenant exclusive access to a common area facility on a temporary basis, such as the rental of a clubhouse for a private event;

3. Any fee to accept rent payments or other payments by personal check, money order, cashier's check, or automated clearing house (ACH);

4. Any fee for the tenant to receive or collect mail, for package collection and distribution, or to have access to the mailbox associated with their rental unit or dwelling;

5. Any fee for the performance of a landlord duty required under Section 22.206.160 or RCW 59.18.060;

6. Any fee for a partial change of tenancy when adding or removing a tenant to the rental agreement. This does not include screening fees pursuant to subsection 7.24.035.B;

~~7. Any fee associated with keeping a pet, except a pet damage deposit under Section 7.24.038, whether the fee is imposed once or periodically and regardless of how the fee is named or described;~~

~~8~~7. Any fee for insurance provided by the landlord, unless:

a. The landlord meets the requirements of subsection 7.24.040.B.11;

b. The landlord provides the tenant with a copy of the policy prior to the tenant opting in, which must include a clear and conspicuous disclosure of whether the policy includes coverage for the tenant's personal property or loss of use;

c. The landlord notifies the tenant of any change to the policy within five days;

d. The provided insurance meets minimum requirements as determined by rules issued by the Director; and

~~9~~8. Any other optional fee determined by the Department to be unfair or excessive and prohibited by Director's Rule pursuant to Section 7.24.120. The

Department shall consider factors when determining whether a fee is unfair or excessive, including but not limited to:

a. The extent to which the optional good or service associated with the fee provides a meaningful and substantial benefit to tenants;

b. The extent to which the fee is commensurate with the cost to landlords of providing the optional good or service;

c. The extent to which the optional good or service exceeds the obligations and minimum standards set forth in Chapter 7.24, Chapter 7.25, and Chapter 22.206, and chapter 59.18 RCW;

d. The extent to which the fee is optional for tenants;

e. The extent to which the fee is substantively similar to fees that are prohibited by this Chapter 7.24 or by Director's Rule;

f. The extent to which the fee is substantively similar to rent;

g. The extent to which the fee may contribute to an eviction; and

h. The prevalence of the fee and optional good or service.

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Amendment D Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Kettle

Changing how fees for renters insurance are regulated

Effect: This amendment would allow landlords to charge a fee for renters insurance as long as it: meets any requirements set by Director's Rule, is clearly disclosed as optional and the policy is provided to the tenant, has a clear opt-out procedure and opting out does not result in a fee charged to the tenant, and the cost to the tenant does not exceed the cost to the landlord. As transmitted, the legislation includes fees for insurance in the list of prohibited fees, with an exception for landlords to charge for insurance if they meet certain requirements, including all requirements for optional fees. Optional fees, as transmitted, must be affirmatively opted into by tenants. This amendment would move the fee for insurance from the prohibited list to the permitted list and tenants could be defaulted into the insurance policy, with the option to opt out.

Section 3 of CB 121254 is amended as follows:

Section 3. A new Section 7.24.040 is added to the Seattle Municipal Code as follows:

7.24.040 Fees permitted and prohibited

Any rental agreement or renewal of a rental agreement entered into after July 1, 2027 is subject to the following requirements:

A. A landlord may not require a tenant to pay any mandatory or optional fee, except as provided in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW. Mandatory or optional fees other than those identified in this Chapter 7.24 or Chapter 7.25, or chapter 59.18 RCW, regardless of the name or description of the fee, constitute unfair or excessive fees, which are prohibited. Fees not disclosed pursuant to the requirements of Section 7.24.039 constitute unfair or excessive fees, which are prohibited.

B. A landlord may charge the following fees in addition to rent:

* * *

10. A fee for a tenant's liability for default in rent or abandonment of the unit, as provided under RCW 59.18.310, provided that no additional lease break fee may be assessed; ~~and~~

11. A fee for renters insurance offered by the landlord, provided that:

a. The landlord provides the tenant with a copy of the policy, which must include a clear and conspicuous disclosure of whether the policy includes coverage for the tenant's personal property or loss of use;

b. The landlord notifies the tenant of any change to the policy within five days;

c. The provided insurance meets minimum requirements as determined by rules issued by the Director;

d. The fee is clearly disclosed as optional;

e. The tenant may be defaulted in, but prior to execution of the lease or renewal, the landlord must provide a written notice to the tenant describing the process by which the tenant may opt out of the fee;

f. The tenant may opt out of the insurance policy at any time without penalty or cost; and

g. The fee may not exceed the actual cost to the landlord for providing the insurance.

~~11.~~ 12. A fee for any optional good or service that is provided to the tenant, except as prohibited under subsection 7.24.040.C, and provided that:

a. The fee is clearly disclosed as optional pursuant to Section 7.24.039;

b. The tenant affirmatively opts in to receiving the good or service in writing;

c. When the tenant opts in to receiving the good or service, the landlord provides a written notice to the tenant describing the process by which the tenant may opt out of the fee;

d. The tenant may opt out of receiving the good or service at any time without penalty or cost;

e. If the landlord contracts with a third party to provide the good or service, the fee may not exceed the actual cost to the landlord for providing the good or service to the tenant; and

f. For a bundled set of goods or services (such as a technology fee bundling cable and internet), the landlord shall also make each component of the bundle available separately, and cannot solely offer the bundled set of goods or services.

C. The following fees are unfair or excessive and may not be added as optional:

1. Any fee for the use of an in-unit appliance or other feature of a dwelling unit by a tenant, except for the rental of a portable cooling device as provided under Section 1 of Chapter 184, Laws of 2026;

2. Any fee for a tenant’s access to common areas, except when the fee is associated with providing the tenant exclusive access to a common area facility on a temporary basis, such as the rental of a clubhouse for a private event;

3. Any fee to accept rent payments or other payments by personal check, money order, cashier's check, or automated clearing house (ACH);

4. Any fee for the tenant to receive or collect mail, for package collection and distribution, or to have access to the mailbox associated with their rental unit or dwelling;

5. Any fee for the performance of a landlord duty required under Section 22.206.160 or RCW 59.18.060;

6. Any fee for a partial change of tenancy when adding or removing a tenant to the rental agreement. This does not include screening fees pursuant to subsection 7.24.035.B;

7. Any fee associated with keeping a pet, except a pet damage deposit under Section 7.24.038, whether the fee is imposed once or periodically and regardless of how the fee is named or described;

~~8. Any fee for insurance provided by the landlord, unless:~~

~~a. The landlord meets the requirements of subsection 7.24.040.B.11;~~

~~b. The landlord provides the tenant with a copy of the policy, which must include a clear and conspicuous disclosure of whether the policy includes coverage for the tenant's personal property or loss of use;~~

~~c. The landlord notifies the tenant of any change to the policy within five days;~~

~~d. The provided insurance meets minimum requirements as determined by rules issued by the Director; and~~

~~9.~~ 8. Any other optional fee determined by the Department to be unfair or excessive and prohibited by Director's Rule pursuant to Section 7.24.120. The Department shall consider factors when determining whether a fee is unfair or excessive, including but not limited to:

a. The extent to which the optional good or service associated with the fee provides a meaningful and substantial benefit to tenants;

b. The extent to which the fee is commensurate with the cost to landlords of providing the optional good or service;

c. The extent to which the optional good or service exceeds the obligations and minimum standards set forth in Chapter 7.24, Chapter 7.25, and Chapter 22.206, and chapter 59.18 RCW;

d. The extent to which the fee is optional for tenants;

e. The extent to which the fee is substantively similar to fees that are prohibited by this Chapter 7.24 or by Director's Rule;

f. The extent to which the fee is substantively similar to rent;

g. The extent to which the fee may contribute to an eviction; and

h. The prevalence of the fee and optional good or service.

HB Harper
Seattle City Council
August 11, 2026
D1
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Amendment E Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Foster

Limiting voluntary compliance for repeat violators

Effect: This amendment would specify that landlords must reimburse all tenants harmed in situations of voluntary compliance, and it would prohibit the Director from offering voluntary compliance if the Department has already executed a voluntary compliance agreement with the same landlord twice within the prior three years. As transmitted, the bill did not include language related to voluntary compliance. The bill was amended in committee to include a codification of the Department's unwritten practice to seek voluntary compliance before pursuing enforcement. This amendment would adjust that language slightly to specify that all tenants harmed shall be reimbursed, and would add a prohibition against continuing to offer voluntary compliance if the landlord has two or more prior voluntary compliance agreements within a three year timeframe.

Section 7 of CB 121254 is amended as follows:

Section 7. Section 7.24.120 of the Seattle Municipal Code, last amended by Ordinance 125222, is amended as follows:

7.24.120 Administration and enforcement

* * *

E. Prior to pursuing enforcement or prior to assessing any remedies or penalties, the Director may ~~seek~~ offer a voluntary compliance ~~from landlords~~ agreement to a landlord to include at a minimum full reimbursement to all tenants harmed plus interest for any unauthorized fees or charges. However, the Director may not offer a voluntary compliance agreement to a landlord if the Director has executed a voluntary compliance agreement with that landlord twice in the past three years.

* * *

File #: CB 121252, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to acceptance of funding from non-City sources; authorizing the Mayor or the Mayor's designee to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; and ratifying and confirming certain prior acts.

Be it ordained by The City of Seattle as follows:

Section 1. For each item in the following table, the Mayor or the Mayor's designee is authorized to accept non-City funding from the listed sources below; and to execute, deliver, and perform, on behalf of The City of Seattle, agreements for the purposes described. The funding, when received, shall be deposited in the receiving fund identified to support, or as reimbursement for, either the appropriations set forth in Section 2 of this ordinance or existing appropriations in the receiving department. The total estimated acceptance amount is approximately $44,922,630. This amount may be affected by final acceptance contract negotiations.

Item Department Source Purpose Fund Accept ($) 1.1 Department of Finance and Administrative Services Puget Sound Energy This grant funds the replacement of three gas-fired water heaters with three electric heat pump water heaters and removal of an unused storage tank. General Fund (00100) 391,810 1.2 Department of Finance and Administrative Services Washington State Department of Ecology This grant partially funds the purchase of an electric Fire Engine for the new Fire Station 31 in Northgate. Fleet Capital Fund (50321) 1,500,000 1.3 Executive (Office of Emergency Management)

Federal Emergency Management Agency (FEMA) via WA State Military Department, Emergency Management Division. This grant supports the emergency management program through emergency management planning, training, and exercise coordination. General Fund (00100) 371,256

1.14 Executive (Office of Emergency Management) Federal Emergency Management Agency, via WA State Military Department, Emergency Management Division. This grant provides funding for outreach and engagement work to incentivize resilient investments in Unreinforced Masonry retrofits. This is the same grant as item 1.11. General Fund (00100) 13,227

1.15 Executive (Office of Housing) U.S. Department of Housing & Urban Development. This grant supports project costs for the Fort Lawton redevelopment project. Low Income Housing Fund (16400) 3,150,000

1.16 Executive (Office of Housing) U.S. Department of Housing and Urban Development. This grant supports the Lake City Community Center and affordable housing project. Low Income Housing Fund (16400) 2,000,000

1.17 Executive (Office of Housing) Washington State Department of Commerce. This grant supports acquisition of a parcel of land from the Washington State Department of Transportation for the purpose of developing owner-occupied affordable housing. Low Income Housing Fund (16400) 6,050,000

1.18 Human Services Department University of Southern California. This service contract provides funding for an age friendly pilot project that includes planning a caregiver resource webinar scheduled for Fall 2026 and to compile caregiver resources for inclusion on The City of Seattle internal website. Human Services Fund (16200) 10,000

1.19 Seattle Center Federal Transportation Administration. This grant supports Monorail Guideway Resurfacing and Repair at Seattle Center. Seattle Center Fund (11410) 160,000

1.110 Seattle Center King County Department of Natural Resources and Parks. This allocation from the 2025 King County Parks Levy is for the Memorial Stadium Redevelopment Project. King County Parks Levy Fund (36000) 5,248,070

1.111 Seattle Department of Construction and Inspections Washington State Military Department and Federal Emergency Management Agency. This grant provides funding for outreach and engagement work to incentivize resilient investments in Unreinforced Masonry retrofits. This is the same grant as item 1.4. General Fund (00100) 231,950

1.112 Seattle Department of Transportation Federal Transit Administration. This grant supports work to maintain the two independent lines which make up the Seattle Streetcar system, First Hill and South Lake Union Streetcar lines. Seattle Streetcar Operations (10800) 406,271

1.113 Seattle Department of Transportation Federal Transit Administration. The grant funds 2026 World Cup transit operations and capital expenses for Seattle Streetcar. Seattle Streetcar Operations (10800) 40,000

1.114 Seattle Department of Transportation Puget Sound Energy. This agreement defines the Puget Sound Energy's cost responsibility for work that SDOT's contractor will perform on concrete panels on 3rd Avenue between Pine and Virginia. Transportation Fund (13000) 104,000

1.115 Seattle Department of Transportation Seattle International Soccer Local Organizing Committee. This agreement funds work to prepare a transportation operations center and incident management deployment plan, traffic control plan review and update, and wayfinding improvements plan for the World Cup games in Seattle. Transportation Fund (13000) 150,000

1.116 Seattle Department of Transportation Sound Transit. This agreement supports a sidewalk restoration project and associated costs under the One Center City Near Term Action Plan in the Chinatown international District. Transportation Fund (13000) 450,363

1.117 Seattle Department of Transportation Washington State Department of Transportation. This partnership funding supports and

coordinates the City's efforts on the SR520 Bridge Replacement and HOV Project, Portage Bay Bridge and Roanoke LID Project Design-Build Coordination. Transportation Fund (13000) 1,800,000

1.18 Seattle Fire Department Vigor Shipyard This service contract funds department staff support to the US Navy for required Navy vessel fire drills at the Vigor Shipyard. General Fund (00100) 610,384

1.19 Seattle Parks and Recreation Arboretum Foundation This donation will support design, permitting, and project and construction management to complete an accessible pathway within the Washington Park Arboretum. Park And Recreation Fund (10200) 195,593

1.20 Seattle Parks and Recreation King County Department of Natural Resources and Parks This grant will support planned play area upgrades and renovations at Be'er Sheva Park. Park And Recreation Fund (10200) 500,000

1.21 Seattle Parks and Recreation King County Department of Natural Resources and Parks This grant will support play area renovations and accessibility upgrades at Dr. Jose Rizal Park. Park And Recreation Fund (10200) 1,000,000

1.22 Seattle Parks and Recreation King County Department of Natural Resources and Parks This grant will support planning and construction costs to rebuild Evans Pool, as part of the Green Lake Community Center and Evans Pool major renovation project. Park And Recreation Fund (10200) 5,000,000

1.23 Seattle Parks and Recreation King County Department of Natural Resources and Parks This grant will support planned upgrades and renovations at Judkins Park, including the play area and restrooms. Park And Recreation Fund (10200) 1,000,000

1.24 Seattle Parks and Recreation King County Department of Natural Resources and Parks This grant will support planned upgrades and renovations at Red Barn Ranch, which will help expand outdoor recreation access to nature for Seattle and south King County youth. Park And Recreation Fund (10200) 250,000

1.25 Seattle Parks and Recreation King County Flood Control District This grant will support flood control and urban creek restoration at Arboretum Creek within the Washington Park Arboretum. Park And Recreation Fund (10200) 389,000

1.26 Seattle Parks and Recreation King County, on behalf of the WRIA 8 Salmon Recovery Council This grant will support creation of shallow-water rearing and refuge habitats along the Lake Washington Boulevard Shoreline. Park And Recreation Fund (10200) 74,955

1.27 Seattle Parks and Recreation Puget Sound Energy Municipal Energy This grant will support decarbonization projects at Seattle Parks and Recreation locations. Park And Recreation Fund (10200) 108,190

1.28 Seattle Parks and Recreation Queen Anne Little League This donation will support planning and design activities for a turf conversion the little league baseball and softball field (Field 3) at West Queen Anne Playfield, which would expand the scope of the current project. Park And Recreation Fund (10200) 415,000

1.29 Seattle Parks and Recreation Seattle Parks Foundation This donation will enhance tree care activities that support tree survival during the five-year establishment period. Park And Recreation Fund (10200) 192,000

1.30 Seattle Parks and Recreation Seattle Parks Foundation This donation will support a parkour amenity in the Garfield Super Block project, improvements at the View Ridge Playfield's picnic area, and repairs of the Pioneer Square Pergola, which was damaged during Super Bowl celebrations in February 2026. Park And Recreation Fund (10200) 503,697

1.31 Seattle Parks and Recreation Washington State Recreation and Conservation Office This grant helps expand the “Support the Outdoor Activation and Mobile Recreation Career Explorations: Into the Wild” program, a free outdoor education program for youth offering career exploration opportunities and outdoor education activities. Park And Recreation Fund (10200) 112,364

1.32 Seattle Parks and

Recreation Washington State Recreation and Conservation Office This grant will support play area and playfield renovations at Fred Hutchinson Playground, including new play areas, picnic shelters, and ballfields. Park And Recreation Fund (10200) 4,292,637 1.33 Seattle Police Department Washington Association of Sheriffs & Police Chiefs This grant provides local law enforcement agencies with funding for traffic safety supplies. General Fund (00100) 3,600 1.34 Seattle Police Department Washington Department of Ecology This grant provides funding to cover 75% of eligible costs for an electric emergency vehicle with hybrid capabilities. General Fund (00100) 248,250 1.35 Seattle Police Department Washington Traffic Safety Commission This grant provides funding to increase the efficiency of DUI arrests by training Officer Phlebotomists. General Fund (00100) 35,000 1.36 Seattle Department of Transportation Federal Transit Administration This 2027 grant award will support repair and maintenance of the First Hill Streetcar line. Seattle Streetcar Operations (10800) 1,023,584 1.37 Seattle Department of Transportation Federal Transit Administration This 2028 grant award will support repair and maintenance of the First Hill Streetcar line. Seattle Streetcar Operations (10800) 1,023,584 1.38 Seattle City Light Washington State Recreation and Conservation Office This grant supported cooperative land acquisition for Chinook habitat in the Skagit River system, focusing on the 18-acre Skagit Mainstem/South Lyman Ferry Road and the Skagit River/Cape Horn Road. Land Purchase - Non-City Escrow Account 787,880 1.39 Seattle City Light Washington State Recreation and Conservation Office This grant supported land purchases for freshwater floodplain habitats as defined in the 2017 Skagit Watershed Council Protection Strategy Update. Land Purchase - Non-City Escrow Account 3,650,000 1.40 Seattle City Light Washington State Recreation and Conservation Office This grant supported cooperative land acquisition for Chinook habitat in the Skagit Watershed, including Tier 1 floodplains of the mainstem Skagit, Sauk, and Cascade rivers, and habitat areas along major tributaries. Land Purchase - Non-City Escrow Account 429,965 1.41 Seattle Public Utilities King County This grant reimburses the department for a Silver Bay land acquisition, which will be used for the South Park Water Quality Facility (including public open space and shoreline restoration). Drainage and Wastewater Fund (44010) 500,000

Section 2. Contingent upon the execution of grant or other funding agreements and receipt of the funds authorized in Section 1 of this ordinance, the appropriations in the 2026 Budget for the following items are increased by $38,409,617 from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/ BCL Code	CIP Project/ID	Amount ($)
2.1	Department of Finance and Administrative Services	General Fund (00100)	FAS Oversight-External Projects (00100-BC-FA-EXTPROJ)	Energy Efficiency for Municipal Buildings (MC-FA-ENEFFMBLD)	391,810
2.2	Department of Finance and Administrative Services	Fleet Capital Fund (50321)	Fleet Capital Program (50321-BO-FA-FLEETCAP)		2,402,000
2.3	Executive (Office of Emergency Management)	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		371,256
2.4	Executive (Office of Emergency Management)	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		13,227
2.5	Executive (Office of Housing)	Low Income Housing			

Fund (16400)Multifamily Housing (16400-BO-HU-3000)3,150,000 216Executive (Office of Housing)Low Income Housing Fund (16400)Multifamily Housing (16400-BO-HU-3000)2,000,000 217Executive (Office of Housing)Low Income Housing Fund (16400)Homeownership & Sustainability (16400-BO-HU-2000)6,050,000 218aHuman Services DepartmentHuman Services Fund (16200)Leadership and Administration (16200-BO-HS-H5000)708 218bHuman Services DepartmentHuman Services Fund (16200)Promoting Healthy Aging (16200-BO-HS-H6000)9,292 219Seattle CenterSeattle Center Fund (11410)Monorail Rehabilitation (11410-BC-SC-S9403)Monorail Improvements (MC-SC-S9403)160,000 220Seattle CenterKing County Parks Levy Fund (36000)Building and Campus Improvements (36000-BC-SC-S03P01)Memorial Stadium Redevelopment (MC-SC-S9505)5,248,070 221Seattle Department of Construction and InspectionsGeneral Fund (00100)Government Policy, Safety & Support (00100-BO-CI-U2600)231,950 222Seattle Department of TransportationSeattle Streetcar Operations (10800)First Hill Streetcar Operations (10800-BO-TR-12002)406,271 223Seattle Department of TransportationSeattle Streetcar Operations (10800)First Hill Streetcar Operations (10800-BO-TR-12002)40,000 224Seattle Department of TransportationTransportation Fund (13000)Mobility-Capital (13000-BC-TR-19003)Transit Corridor Improvements (MC-TR-C029)104,000 225Seattle Department of TransportationTransportation Fund (13000)Mobility-Capital (13000-BC-TR-19003)3rd Ave Revitalization, Long-Term Vision and Coordination (MC-TR-C145)150,000 226Seattle Department of TransportationTransportation Fund (13000)Mobility-Capital (13000-BC-TR-19003)Transit Corridor Improvements (MC-TR-C029)450,363 227Seattle Department of TransportationTransportation Fund (13000)Major Projects (13000-BC-TR-19002)SR-520 Project (MC-TR-C087)1,800,000 228Seattle Fire DepartmentGeneral Fund (00100)Operations (00100-BO-FD-F3000)610,384 229Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Major Maintenance and Asset Management (MC-PR-41001)195,593 230Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Play Area Renovations (MC-PR-41039)500,000 231Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Play Area Renovations (MC-PR-41039)1,000,000 232Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Green Lake Community Center & Evans Pool Substantial Alteration (MC-PR-41071)5,000,000 233Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Major Maintenance and Asset Management (MC-PR-41001)1,000,000 234Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Major Maintenance and Asset Management (MC-PR-41001)250,000 235Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Major Maintenance and Asset Management (MC-PR-41001)389,000 236Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Urban Forestry - Green Seattle Partnership (MC-PR-41012)74,955 237Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Municipal Energy Efficiency Program - Parks (MC-PR-41030)108,190 238Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)West Queen Anne Playfield Conversion (MC-PR-41072)415,000 239Seattle Parks and RecreationPark And Recreation Fund (10200)Fix It First (10200-BC-PR-40000)Urban Forestry - Tree Replacement (MC-PR-41011)192,000 240Seattle Parks and

Recreation Park And Recreation Fund (10200) Fix It First (10200-BC-PR-40000) Major Maintenance and Asset Management (MC-PR-41001) 503,697 2131 Seattle Parks and Recreation Park And Recreation Fund (10200) Recreation Facility Programs (10200-BO-PR-50000) 112,364 2132 Seattle Parks and Recreation Park And Recreation Fund (10200) Fix It First (10200-BC-PR-40000) Major Maintenance and Asset Management (MC-PR-41001) 4,292,637 2133 Seattle Police Department General Fund (00100) Leadership and Administration (00100-BO-SP-P1600) 3,600 2134 Seattle Police Department General Fund (00100) Leadership and Administration (00100-BO-SP-P1600) 248,250 2135 Seattle Police Department General Fund (00100) Leadership and Administration (00100-BO-SP-P1600) 35,000

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance. Additionally, on December 31 annually, for each appropriation in this section, if the remaining funds are $1.00 or less, that appropriation is abandoned.

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

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: City Budget Office

Title: An ordinance relating to acceptance of funding from non-City sources; authorizing the Mayor or the Mayor's designee to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; and ratifying and confirming certain prior acts.

Background: This ordinance proposes the acceptance of grant, service contract, private, or donation funds from various agencies and organizations and authorizes the expenditure of funding backed by their respective revenue sources.

During the year, City departments receive grant awards or opportunities for other funding resources that are not anticipated in the Adopted Budget. The City Budget Office formally accepts these funds by compiling departmental grant acceptances and similar agreements in separate ordinances throughout the year.

The attached ordinance contains requests related to grants, donations, or other private funding agreements which modify the Adopted Budget for the second quarter of 2026. The total estimated acceptance amount is $44,922,630. This total is from the

preliminary award documentation and is subject to change as final contract negotiations occur. This ordinance appropriates $38,409,617 in funding to various departments from multiple funds required to carry out the work for these agreements. Please see Attachment A for further information on acceptance and appropriation details.

This ordinance includes language that automatically abandons automatic carryforward items between $0.00 and $1.00 without returning to Council. This provision assists departments in cleaning up small remaining appropriation authority before carryforward processes run. Remaining grant balances $1.00 and over will continue to come to Council for abandonment.

Summary Attachments:

Summary Attachment A – 2026 Mid-Year Acceptance Ordinance Detail Table

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2. Capital Improvement Program (CIP)

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

☒ Yes

☐ No

See Summary Attachment A for additional details.

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

☐ No

a. Expenditure Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$1,905,477				

b. Expenditure Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
$36,504,140	$1,023,584	$1,023,584		

c. Revenue Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$1,905,477				

d. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
$35,602,140	$1,023,584	$1,023,584		

The above tables represent changes from the 2026 Adopted Financial Plans for these funds. Grants that are accepted but use appropriations included in the 2026 Adopted Financial Plans are not included in the above totals.

3a. Appropriations

This legislation adds, changes, or deletes appropriations. Please see Summary Attachment A for these details.

3b. Revenues/Reimbursements

This legislation adds, changes, or deletes appropriations. Please see Summary Attachment A for these details.

3c. Positions

This legislation does not add, change, or delete positions.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

Please see Summary Attachment A for these details.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Please see Summary Attachment A for these details.

c. What financial costs or other impacts might happen if this legislation is not implemented?

Please see Summary Attachment A for these details.

d. How might this legislation affect other City departments besides the one that proposed it?

Please see Summary Attachment A for these details.

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

This legislation accepts grant funding that was used by Seattle City Light to purchase property related to operational and capital planning. Please see ordinance Items 1.38, 1.39, and 1.40 in Summary Attachment A for additional details.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

Please see Summary Attachment A for these details.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

Please see Summary Attachment A for these details.

3. What is the Language Access Plan for communicating with the public about this legislation?

Please see Summary Attachment A for these details.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Please see Summary Attachment A for these details.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Please see Summary Attachment A for these details.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Please see Summary Attachment A for these details.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No, this legislation does not create any new CIP projects.

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.1 / 2.1	Department of Finance and Administrative Services	Puget Sound Energy	This item increases grant-backed appropriation authority by $391,810 in the Department of Finance & Administrative Services, in the General Fund FAS Oversight-External projects Budget Control Level (00100-BC-FA-EXTPROJ). This award is a Puget Sound Energy Commercial Decarbonization Grant to fund decarbonization projects. This item will fund the replacement of 3 gas-fired water heaters with 3 electric heat pump water heaters. The work also entails removing an unused storage tank and will be accomplished in 2 phases. The period of performance for this grant is from 3/11/2026 to 12/31/2026. There are no match requirements. It will be staffed by existing Office of Sustainability and Environment staff. There are no ongoing cost impacts by accepting this grant. Additional appropriation for this grant is included in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Control Level (10200-BC-PR-40000), please see item 1.27 / 2.27.	General Fund (00100)	FAS Oversight-External Projects (00100-BC-FA-EXTPROJ)	Energy Efficiency for Municipal Buildings (MC-FA-ENEFFMBLD)	391,810	391,810
1.2 / 2.2	Department of Finance and Administrative Services	Washington State Department of Ecology	This item increases grant-backed appropriation authority by $1,500,000 in Finance and Administrative Services, in the Fleet Capital Fund Fleet Capital Program Budget Control Level (50321-BO-FA-FLEETCAP) and increases fund balance-backed appropriation authority by $902,000 in Finance and Administrative Services, in the Fleet Capital Fund Fleet Capital Program Budget Control Level (50321-BO-FA-FLEETCAP). This grant will enable the City to purchase an electric Fire Engine for the new Fire Station 31 in Northgate, which was built to accommodate electrical fire apparatus. The additional $902,000 of authority is funded by vehicle replacement rates collected over the past 20 years to replace the existing vehicle. There is no match requirement. The grant funds up to $1,500,000 toward the purchase and the FAS Fleet Capital Fund is funding the remaining balance.	Fleet Capital Fund (50321)	Fleet Capital Program (50321-BO-FA-FLEETCAP)		1,500,000	2,402,000
1.3 / 2.3	Executive (Office of Emergency Management)	Federal Emergency Management Agency (FEMA) via WA State Military Department, Emergency Management Division	This item increases grant-backed appropriation authority by $371,256 in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This grant funding is from the Federal Emergency Management Agency, through the Washington State Military Department, Emergency Management Division, as part of the Emergency Management Performance Grant program. This grant will support the enhancement, sustainment and improvement of the City of Seattle's emergency management program through emergency management planning, as well as training and exercise coordination. The grant period of performance is June 1, 2025, through September 30, 2026, and has a matching requirement of $371,256 provided by OEM's general fund budget. It provides funding for development of a damage assessment tool for City departments, managing the re-accreditation process of the City's emergency management program, and equipment upgrades to the Emergency Operations Center (EOC).	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		371,256	371,256

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.4 / 2.4	Executive (Office of Emergency Management)	Federal Emergency Management Agency, via WA State Military Department, Emergency Management Division	This item increases grant-back appropriation authority by $13,227 in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This is part of a multi-departmental grant from the Federal Emergency Management Agency (FEMA), through the WA State Military Department, Emergency Management Division. OEM is to serve as the grant manager; the Seattle Office of Construction and Inspections (SDCI) is to serve as the project manager. The grant provides funding for outreach and engagement work by the City of Seattle to incentivize resilient investments in Unreinforced Masonry (URM) retrofits. Outcomes include a final "Retrofit Workshop" with URM owners and industry experts, and final report of recommendations of URM retrofit packages to be shared with all WA State jurisdictions with URM's. This item reflects the $13,227 OEM portion of external grant funds for grant management costs, as the grant manager. Please see the Seattle Department of Construction & Inspections for their $231,950 portion of external grant funds to execute the project, as project manager.	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		13,227	13,227
1.5 / 2.5	Executive (Office of Housing)	U.S. Department of Housing & Urban Development	This item increases grant-backed appropriation authority by $3,150,000 in the Office of Housing in the Low Income Housing Fund Multifamily Housing Budget Control Level (16400-BO-HU-3000) related to a federal earmark in the U.S. Department of Housing & Urban Development to support costs related to the Fort Lawton redevelopment project including demolition of existing building on the site, design of infrastructure, and other necessary steps required for permitting. The period of performance for this funding is from contract execution through August 31, 2034. No local match is required, and the City will not incur new ongoing costs as a result of this funding.	Low Income Housing Fund (16400)	Multifamily Housing (16400-BO-HU-3000)		3,150,000	3,150,000
1.6 / 2.6	Executive (Office of Housing)	U.S. Department of Housing and Urban Development	This item increases grant-backed appropriation authority by $2,000,000 in the Office of Housing in the Low Income Housing Fund Multifamily Housing Budget Control Level (16400-BO-HU-3000) related to a federal earmark in the U.S. Department of Housing & Urban Development to support costs related to the Lake City Community Center project. The period of performance for this funding is from contract execution through August 31, 2034. No local match is required, and the City will not incur new ongoing costs as a result of this funding.	Low Income Housing Fund (16400)	Multifamily Housing (16400-BO-HU-3000)		2,000,000	2,000,000
1.7 / 2.7	Executive (Office of Housing)	Washington State Department of Commerce	This item increase grant-backed appropriation authority by $6,050,000 in the Office of Housing in the Low Income Housing Fund Homeownership and Sustainability Budget Control Level (16400-BO-HU-2000). This grant from the Washington State Department of Commerce will be used to purchase a parcel of land from WSDOT. A competitive request for proposals will be held in the fourth quarter 2026 to select a developer to create the Montlake Homes project, which will provide no fewer than 25-50 units of owner-occupied affordable housing in the Montlake neighborhood. The period of performance for this funding is from July 1, 2025 through June 30, 2027. No local match is required, but the City anticipates making funding available to support the request for proposals noted above.	Low Income Housing Fund (16400)	Homeownership & Sustainability (16400-BO-HU-2000)		6,050,000	6,050,000

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.8 / 2.8a	Human Services Department	University of Southern California	This item increases revenue-backed appropriation authority in the Human Services Department by $708 in the Human Services Fund Leadership & Administration Budget Control Level (16200-BO-HS-H5000) and $9,292 in the Human Services Fund Promoting Healthy Aging Budget Control Level (16200-BO-HS-H6000). This service contract funding is from the University of Southern California and provides funding for an Age Friendly pilot project. The period of performance is 2/1/26 through 2/28/27. There is no match requirement and no ongoing cost impacts by accepting this funding.	Human Services Fund (16200)	Leadership and Administration (16200-BO-HS-H5000)		10,000	708
1.8 / 2.8b	Human Services Department	University of Southern California	This item increases revenue-backed appropriation authority in the Human Services Department by $708 in the Human Services Fund Leadership & Administration Budget Control Level (16200-BO-HS-H5000) and $9,292 in the Human Services Fund Promoting Healthy Aging Budget Control Level (16200-BO-HS-H6000). This service contract funding is from the University of Southern California and provides funding for an Age Friendly pilot project. The period of performance is 2/1/26 through 2/28/27. There is no match requirement and no ongoing cost impacts by accepting this funding.	Human Services Fund (16200)	Promoting Healthy Aging (16200-BO-HS-H6000)		10,000	9,292
1.9 / 2.9	Seattle Center	Federal Transportation Administration	This item increases grant-backed appropriation authority by $160,000 in Seattle Center, in the Seattle Center Fund Building and Campus Improvements Budget Control Level (11410-BC-SC-S03P01) through the 2026 Federal Transportation Administration World Cup Grant as awarded through Puget Sound Regional Council. This grant will support enhanced transportation needs due to higher traffic volume for the 2026 FIFA World Cup event. Seattle Center will receive a portion of the 2026 FTA World Cup Grant through Puget Sound Regional Council for $160,000 for the monorail. The grant's period of performance is June 1, 2026 to July 31, 2026. These funds will be allocated for Monorail Guideway Resurfacing and Repair. There is no match requirement for this grant.	Seattle Center Fund (11410)	Monorail Rehabilitation (11410-BC-SC-S9403)	Monorail Improvements (MC-SC-S9403)	160,000	160,000
1.10 / 2.10	Seattle Center	King County Department of Natural Resources and Parks	This item increases revenue-backed appropriation authority by $5,248,070 for Seattle Center in King County Parks Levy Fund Building and Campus Improvements Budget Control Level (36000-BC-SC-S03P01). This is from the 2025 King County Parks Levy for capital costs for the Memorial Stadium Redevelopment Project. The levy provides $2,773,070 of the total to Seattle Parks and Recreation Department to subsequently be provided to Seattle Center for the Memorial Stadium Redevelopment Project.	King County Parks Levy Fund (36000)	Building and Campus Improvements (36000-BC-SC-S03P01)	Memorial Stadium Redevelopment (MC-SC-S9505)	5,248,070	5,248,070

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.11 / 2.11	Seattle Department of Construction and Inspections	Washington State Military Department and Federal Emergency Management Agency	This item increases grant-backed General Fund appropriation authority by $231,950 ($198,814 Federal and $33,136 State) in the Seattle Department of Construction and Inspections' (SDCI's) Government Policy, Safety & Support budget control level (00100-BO-CI-U2600). This is SDCI's share of a multi-departmental grant from the Federal Emergency Management Agency (FEMA), through the WA State Military Department, Emergency Management Division. The Office of Emergency Management (OEM) is serving as the grant manager; SDCI is the project manager. The grant provides funding for outreach and engagement work to incentivize resilient investments in Unreinforced Masonry (URM) retrofits. Outcomes include a final "Retrofit Workshop" with URM owners and industry experts, and final report of recommendations of URM retrofit packages to be shared with all WA State jurisdictions with URM's. There is a $33,135.72 match requirement which will be provided by labor hours within SDCI's 2026 Adopted Budget. There are no ongoing costs associated with this grant acceptance. The period of performance runs from February 27, 2026, through April 28, 2029.	General Fund (00100)	Government Policy, Safety & Support (00100-BO-CI-U2600)		231,950	231,950
1.12 / 2.12	Seattle Department of Transportation	Federal Transit Administration	This item increases grant-backed appropriation by $406,271 in the Seattle department of Transportation (SDOT), in the BSL level SDOT-BO-TR-12002- First Hill Streetcar operations. This grant funding was awarded through PSRC's Equity Formula Funding Allocation Pilot program and is from the Federal Transit Administration through the 5307 Urbanized Area Formula Funding Grant Program for the 2024 federal fiscal year to maintain the two independent lines which make up the Seattle Streetcar system, First Hill and South Lake Union Streetcar lines, and to keep the Streetcar in a state of good repair. The period of performance is 7/10/25-3/31/27. This grant requires a 20% local match that is already appropriated in the Seattle Streetcar Operations fund.	Seattle Streetcar Operations (10800)	First Hill Streetcar Operations (10800-BO-TR-12002)		406,271	406,271
1.13 / 2.13	Seattle Department of Transportation	Federal Transit Administration	This item increases grant-backed appropriation by $40,000 in the Seattle department of Transportation (SDOT), in the BSL level SDOT-BO-TR-12002- First Hill Streetcar operations. This grant funding was awarded through Puget Sound Regional Council's distribution of 2026 FTA World Cup Public Transportation Funds allocated to the Seattle-Tacoma Urbanized Area (UZA). SDOT Streetcar has been allocated 20% of the total awarded to the City of Seattle, for $40,000. The grant is intended to fund 2026 World Cup transit operations and capital expenses for Seattle Streetcar. The period of performance is 6/1/26-7/31/26. There is no local match requirement for this grant, and there are no ongoing cost impacts to accepting the funds.	Seattle Streetcar Operations (10800)	First Hill Streetcar Operations (10800-BO-TR-12002)		40,000	40,000
1.14 / 2.14	Seattle Department of Transportation	Puget Sound Energy	This item increases revenue–backed appropriation authority by $104,000 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement is necessary for SDOT to be able to invoice Puget Sound Energy for its share of the pavement restoration work on concrete panels at 3rd Avenue between Pine and Virginia.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Transit Corridor Improvements (MC-TR-C029)	104,000	104,000

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.15 / 2.15	Seattle Department of Transportation	Seattle International Soccer Local Organizing Committee	This item increases revenue–backed appropriation authority by $150,000 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item adds reimbursable appropriation authority in 3rd Avenue Revitalization Master Project MC-TR-C145. SDOT is partnering with the Seattle International Soccer Local Organizing Committee in preparation for FIFA as part of work along 3rd Avenue Corridor for downtown revitalization.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	3rd Ave Revitalization, Long-Term Vision and Coordination (MC-TR-C145)	150,000	150,000
1.16 / 2.16	Seattle Department of Transportation	Sound Transit	This item increases revenue–backed appropriation authority by $450,363 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement is necessary for SDOT to be able to spend One Center City (OCC) Near Term Action Plan (NTAP) funding in accordance with the tri-party agreement with King County and Sound Transit for downtown transit improvements. This funding represents a refund of work performed by SDOT that was completed under budget but fully paid. The returning appropriation authority, backed by this refund, will continue to support the Transit Corridor Improvements CIP (MC-TR-C029).	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Transit Corridor Improvements (MC-TR-C029)	450,363	450,363
1.17 / 2.17	Seattle Department of Transportation	Washington State Department of Transportation	This item increases revenue-backed appropriation authority by $1,800,000 in the Seattle Department of Transportation (SDOT), in the Transportation Fund Major Projects Budget Control Level (13000- BC-TR-19002). This reimbursable partnership funding is an amendment for an existing Task Order from the Washington State Department of Transportation (WSDOT). The City will provide program management and support staff to the State for the Portage Bay Bridge and Roanoke LID Project Design-Build. There is no City match requirement. There are no ongoing cost impacts by accepting this partnership funding. The period of performance is May 21, 2024 through December 31st, 2026.	Transportation Fund (13000)	Major Projects (13000-BC-TR-19002)	SR-520 Project (MC-TR-C087)	1,800,000	1,800,000
1.18 / 2.18	Seattle Fire Department	Vigor Shipyard	This item increases revenue-backed appropriation authority by $610,384 in the Fire Department, in General Fund Operations Budget Control Level (00100-BO-FD-F3000). This service contract will support required fire drills for U.S. Navy vessels undergoing major repair and overhaul at Vigor Shipyard. The contract includes a term-limited Fire Captain to serve as the primary liaison between Vigor Shipyard and the U.S. Navy, ensuring coordination, compliance, and staffing for recurring drills as vessels rotate through the shipyard. Funding also covers a dedicated vehicle and overtime backfill needed to conduct these drills without disrupting core operations. These drills are mandated for each vessel before repair work can proceed. The period of performance is 8/1/2026 through 2027. All associated work is 100% reimbursable and does not require a match. There are no ongoing cost impacts by accepting this service contract.	General Fund (00100)	Operations (00100-BO-FD-F3000)		610,384	610,384

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.19 / 2.19	Seattle Parks and Recreation	Arboretum Foundation	This item increases donation-backed appropriation authority by $195,593 in the Seattle Parks and Recreation Department in the Park Fund Fix it First Budget Control Level (10200-BC-PR-40000). This request is necessary to increase appropriation to the Major Maintenance and Asset Management project (MC-PR-41001) which will be used towards final design, permitting, and project and construction management activities for phase 1 of the Washington Park Arboretum Pacific Pathways project. The phase 1 part of the project will build an accessible pathway within the park. An amended agreement entered into by the Arboretum Foundation and the City of Seattle through Seattle Parks and Recreation describes the terms and conditions under which the parties will cooperate to design and permit the project.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	195,593	195,593
1.20 / 2.20	Seattle Parks and Recreation	King County Department of Natural Resources and Parks	This item increases grant-backed appropriation by $500,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Play Area Renovations project (MC-PR-41039) and will be used for planned play area upgrades and renovations at Be'er Sheva Park. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Play Area Renovations (MC-PR-41039)	500,000	500,000
1.21 / 2.21	Seattle Parks and Recreation	King County Department of Natural Resources and Parks	This item increases grant-backed appropriation authority by $1,000,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Play Area Renovations project (MC-PR-41039), and will be used for planning and construction costs for play area renovations and accessibility upgrades at Dr. Jose Rizal Park. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Play Area Renovations (MC-PR-41039)	1,000,000	1,000,000
1.22 / 2.22	Seattle Parks and Recreation	King County Department of Natural Resources and Parks	This item increases grant-backed appropriation by $5,000,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Green Lake Community Center & Evans Pool Substantial Alteration project (MC-PR-41071) and will be used to support planning, indirect and construction costs to rebuild Evans Pool. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2030.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Green Lake Community Center & Evans Pool Substantial Alteration (MC-PR-41071)	5,000,000	5,000,000
1.23 / 2.23	Seattle Parks and Recreation	King County Department of Natural Resources and Parks	This item increases grant-backed appropriation by $1,000,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Major Maintenance and Asset Management project (MC-PR-41001) and will be used for planned upgrades and renovations at Judkins Park, including the play area and restrooms. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	1,000,000	1,000,000

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.24 / 2.24	Seattle Parks and Recreation	King County Department of Natural Resources and Parks	This item increases grant-backed appropriation authority by $250,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Major Maintenance and Asset Management project (MC-PR-41001) and will be used for planned upgrades and renovations at Red Barn Ranch, which will help expand outdoor recreation access to nature for Seattle and south King County youth. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	250,000	250,000
1.25 / 2.25	Seattle Parks and Recreation	King County Flood Control District	This item increases grant-backed appropriation authority by $889,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Major Maintenance and Asset Management Master project (MC-PR-41001) and will be used to support flood control and creek restoration activities as part of the Arboretum Creek Headwaters project. This is a reimbursable grant, that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is December 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	889,000	889,000
1.26 / 2.26	Seattle Parks and Recreation	King County, on behalf of the WRIA 8 Salmon Recovery Council	This item increases grant-backed appropriation authority by $74,955 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This King County grant supports the existing Urban Forestry - Green Seattle Partnership project (MC-PR-41012) and will be used to support creation of shallow-water rearing and refuge habitats along the Lake Washington Boulevard Shoreline. This is a reimbursable grant that does not require a match. There are no ongoing cost impacts by accepting this grant. The grant expiration date is June 30, 2027.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Urban Forestry - Green Seattle Partnership (MC-PR-41012)	74,955	74,955
1.27 / 2.27	Seattle Parks and Recreation	Puget Sound Energy Municipal Energy	This item increases grant-backed appropriation by $108,190 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This Puget Sound Energy Commercial Decarbonization Grant supports the Municipal Energy Efficiency Program - Parks project (MC-PR-41030) and will be used to fund decarbonization projects. The period of performance for this grant is from March 11, 2026 to December 31, 2026. There are no match requirements. There are no ongoing cost impacts by accepting this grant. The grant is managed by the Office of Sustainability and Environment. Additional appropriation for this grant is included in the Department of Finance & Administrative Services in the General Fund FAS Oversight-External Projects Budget Control Level (00100-BC-FA-EXTPROJ), please see related item 1.1 / 2.1.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Municipal Energy Efficiency Program - Parks (MC-PR-41030)	108,190	108,190

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.28 / 2.28	Seattle Parks and Recreation	Queen Anne Little League	This item increases donation-backed appropriation authority by $415,000 in the Seattle Parks and Recreation Department in the Park Fund Fix it First Budget Control Level (10200-BC-PR-40000). This request is necessary to increase appropriation to the West Queen Anne Playfield Conversion project (MC-PR-41072) and will be used to expand the scope of the current planned turf conversion project at West Queen Anne Playfield to include improvements at the little league baseball and softball field (Field 3). An agreement entered into by Queen Anne Little League and the City of Seattle through Seattle Parks and Recreation describes the terms and conditions under which the parties will cooperate to fund the additional West Queen Anne Playfield work. This agreement covers the planning and design phase only.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	West Queen Anne Playfield Conversion (MC-PR-41072)	415,000	415,000
1.29 / 2.29	Seattle Parks and Recreation	Seattle Parks Foundation	This item increases donation-backed appropriation authority by $192,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This request is necessary to support the Urban Forestry Tree Replacement project (MC-PR-41011) and will be used to enhance tree care activities that support tree survival during the 5-year establishment period. An agreement entered into by the Seattle Parks Foundation and Seattle Parks and Recreation describes the terms and conditions under which the parties will cooperate to use these funds.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Urban Forestry - Tree Replacement (MC-PR-41011)	192,000	192,000
1.30 / 2.30	Seattle Parks and Recreation	Seattle Parks Foundation	This item increases donation-backed appropriation authority by $503,697 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This donation from the Seattle Parks Foundation supports the Major Maintenance and Asset Management project (MC-PR-41001) and will be used to fund three projects: a parkour amenity in the Garfield Super Block project; the renovation and accessibility improvements of View Ridge Playfield's picnic area including a new accessible concrete pad, tables, barbecue grills, garbage/recycling and coal bins; and repairs at the Pioneer Square Pergola, which was damaged during Super Bowl celebrations in February 2026. An agreement entered into by the Seattle Parks Foundation and Seattle Parks and Recreation describes the terms and conditions under which the parties will cooperate to use these funds.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	503,697	503,697
1.31 / 2.31	Seattle Parks and Recreation	Washington State Recreation and Conservation Office	This item increases grant-backed appropriation authority by $112,364 in the Seattle Parks and Recreation Department (SPR) in the Park and Recreation Fund Recreation Facility Programs Budget Control Level (10200-BO-PR-50000). This grant from the Washington State Recreation and Conservation Office supports the Citywide Programs Master Project (MO-PR-51008) and will be used to expand SPR's "Support the Outdoor Activation and Mobile Recreation Career Explorations: Into the Wild". The "Into the Wild" program is a free outdoor education program for youth that offers career exploration opportunities and outdoor education activities such as camping. There is a $37,455 match requirement that will be funded by SPR's Park and Recreation Fund appropriations. There are no ongoing cost impacts by accepting this grant. The contract expiration date is June 30, 2027.	Park And Recreation Fund (10200)	Recreation Facility Programs (10200-BO-PR-50000)		112,364	112,364

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.32 / 2.32	Seattle Parks and Recreation	Washington State Recreation and Conservation Office	This item increases grant-backed appropriation by $4,292,637 in the Seattle Park and Recreation Department (SPR) in the Park and Recreation Fund Fix it First Budget Control Level (10200-BC-PR-40000). This Washington State grant agreement supports the existing Major Maintenance and Asset Management Master project (MC-PR-41001) and will be used towards improvements at Fred Hutchinson Playground. The project includes a new playground, resurfaced sport courts, ballfield repair, and access improvements to meet accessibility standards and to improve safety. There is a $477,080 match requirement that will be funded by SPR's Seattle Park District Fund. There are no ongoing cost impacts by accepting this grant. The grant expiration date is March 31, 2028.	Park And Recreation Fund (10200)	Fix It First (10200-BC-PR-40000)	Major Maintenance and Asset Management (MC-PR-41001)	4,292,637	4,292,637
1.33 / 2.33	Seattle Police Department	Washington Association of Sheriffs & Police Chiefs	This item increases grant-backed appropriation authority by $3,600 in the Seattle Police Department in the General Fund Leadership and Administration Budget Control Level (00100-BO-SP-P1600). This item provides funding to purchase a LIDAR unit and a hand-held breath alcohol-testing device. The purpose of the Traffic Safety Grant is to provide funding for traffic safety law enforcement equipment. The grant period of performance is from October 1, 2025 to September 30, 2026. There are no matching requirements or ongoing cost impacts by accepting this grant.	General Fund (00100)	Leadership and Administration (00100-BO-SP-P1600)		3,600	3,600
1.34 / 2.34	Seattle Police Department	Washington Department of Ecology	This item increases grant-backed appropriation authority by $248,250 in the Seattle Police Department in the General Fund Leadership and Administration Budget Control Level (00100-BO-SP-P1600). This funding is from the Department of Ecology under the Air Quality Volkswagen Rails, Keels, and Wheels Agreement. Funds will be used to purchase a hybrid chassis and move the body of a current Mobile Command Center onto the new chassis. The existing Mobile Command Center went into service in 2011 with an estimated replacement date of 2031. However, due to mechanical issues, FAS discontinued repairing this asset as of April 2025. The term of this grant runs from April 6, 2026 through October 29, 2027. There is a $82,750 match for this grant that will be supported by the Capital Fleet Fund. $978 is currently being collected monthly in this replacement fund, and as of December 2025, the fund total was $132,871. There are no ongoing cost impacts associated with this item.	General Fund (00100)	Leadership and Administration (00100-BO-SP-P1600)		248,250	248,250

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.35 / 2.35	Seattle Police Department	Washington Traffic Safety Commission	This item increases grant-backed appropriation authority by $35,000 in the Seattle Police Department in the General Fund Leadership and Administration Budget Control Level (00100-BO-SP-P1600). This item provides funding for one phlebotomy training and supplies. The purpose of the Seattle Phlebotomy Program is to increase the efficiency of driving under the influence (DUI) arrests by training Officer Phlebotomists, thereby reducing trips to medical facilities and the time it takes to obtain forensic blood evidence. With law enforcement performing their own forensic blood draws, the chain of custody is better maintained, and the wait time is substantially reduced. This results in a more streamlined DUI processing workflow, which supports the timely prosecution of impaired drivers. The grant period of performance is from December 3, 2025 to September 30, 2026. There are no matching requirements or ongoing cost impacts by accepting this grant.	General Fund (00100)	Leadership and Administration (00100-BO-SP-P1600)		35,000	35,000
1.36	Seattle Department of Transportation	Federal Transit Administration	This item accepts $1,023,584 in the Seattle Department of Transportation (SDOT), in the Seattle Streetcar Operations Fund First Hill Streetcar Operations Budget Control Level (10800-BO-TR-12002). This grant funding was awarded through Puget Sound Regional Council's Equity Formula Funding Allocation Pilot program and is from the Federal Transit Administration through the 5307 Urbanized Area Formula Funding Grant Program for the 2027 federal fiscal year to maintain the First Hill Streetcar line, and to keep the Streetcar in a state of good repair. The period of performance is 10/1/26-9/30/27. This grant requires a 20% local match, $204,717, that will be appropriated in the Seattle Streetcar Operations fund. The match is expected to be included in the 2027-2028 Proposed Budget and grant appropriation will be requested in a future ordinance.	Seattle Streetcar Operations (10800)	First Hill Streetcar Operations (10800-BO-TR-12002)		1,023,584	
1.37	Seattle Department of Transportation	Federal Transit Administration	This item accepts $1,023,584 in the Seattle department of Transportation (SDOT), in the Seattle Streetcar Operations Fund First Hill Streetcar Operations Budget Control Level (10800-BO-TR-12002). This grant funding was awarded through Puget Sound Regional Council's Equity Formula Funding Allocation Pilot program and is from the Federal Transit Administration through the 5307 Urbanized Area Formula Funding Grant Program for the 2028 federal fiscal year to maintain the First Hill Streetcar line, and to keep the Streetcar in a state of good repair. The period of performance is 10/1/27-9/30/28. This grant requires a 20% local match, $204,717, that will be appropriated in the Seattle Streetcar Operations fund. The match is expected to be included in the 2027-2028 Proposed Budget and grant appropriation will be requested in a future ordinance.	Seattle Streetcar Operations (10800)	First Hill Streetcar Operations (10800-BO-TR-12002)		1,023,584	
1.38	Seattle City Light	Washington State Recreation and Conservation Office	This item accepts a $787,880 grant for the 2022 Skagit Watershed Habitat Acquisition. Grant funds are deposited in an escrow account and will not be directly received by the City; therefore, no appropriation authority is associated with this grant acceptance. The period of performance for this grant is from 9/22/2022 through 2/13/2027.There is a no match requirement. There are no ongoing cost impacts by accepting this grant.	Land Purchase - Escrow Account	Not Applicable		787,880	

Item(s)	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted ($)	Appropriated ($)
1.39	Seattle City Light	Washington State Recreation and Conservation Office	This item accepts a $3,650,000 2024 Skagit Watershed Habitat Acquisition grant. Grant funds are deposited in an escrow account and will not be directly received by the City; therefore, no appropriation authority is associated with this grant acceptance. The period of performance for this grant is from 9/25/2024 through 9/23/2027.There is a no match requirement. There are no ongoing cost impacts by accepting this grant.	Land Purchase - Escrow Account	Not Applicable		3,650,000	
1.40	Seattle City Light	Washington State Recreation and Conservation Office	This item accepts a $429,965 grant for the 2025 Skagit Watershed Habitat Acquisition. Funds will be used to protect 20 acres of high-quality Chinook habitat in the Skagit Watershed through cooperative land acquisition. Grant funds are deposited in an escrow account and will not be directly received by the City; therefore, no appropriation authority is associated with this grant acceptance. The period of performance begins on September 16, 2025 and ends on June 30, 2029. There is no match requirement. There are no ongoing cost impacts accepting this grant.	Land Purchase - Escrow Account	Not Applicable		429,965	
1.41	Seattle Public Utilities	King County	This item accepts a grant award of $500,000 to Seattle Public Utilities in the Drainage and Wastewater Fund Protection of Beneficial Uses Budget Control Level (44010-BC-SU-C3501B). This grant is being awarded by the King County Water and Land Resources Division. This funding was originally appropriated in December 2019 as a conditional award, contingent on further planning and development. Property acquisition has now been completed, reimbursement is being made, and SPU seeks formal acceptance. There is no match requirement. No new appropriation at SPU is needed. Although the work is complete, the period of performance is two years from the award date.	Drainage and Wastewater Fund (44010)	Flooding, Sewer Backup & Landslide (44010-BC-SU-C380B)	South Park Stormwater Program (MC-SU-C3806)	500,000	

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The City of Seattle

Ordinance

Council Bill

An ordinance amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; adding CIP Projects; creating positions; modifying positions; lifting provisos; modifying provisos, imposing provisos; amending Section 2 of Ordinance 127356 to effectuate a transfer; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Be it ordained by The City of Seattle as follows:

Section 1. The appropriations for the following items in the 2026 Budget are decreased by $14,941,537 from the funds shown, as follows:

ItemDepartmentFundBudget Summary Level/ BCL CodeAmount ($)1.1 Department of Finance and Administrative Services Payroll Expense Tax (14500) Citywide Admin Services (14500-BO-FA-0002) (207,288) 1.2 Department of Finance and Administrative Services Finance and Administrative Services Fund (50300) Leadership & Administration (50300-BO-FA-0006) (645,810) 1.3 Finance General General Fund (00100) General Purpose (00100-BO-FG-2QD00) (113,000) 1.4 Human Services Department Human Services Fund (16200) Supporting Affordability and Livability (16200-BO-HS-H1000) (50,000) 1.5 Human Services Department Human Services Fund (16200) Supporting Communities (16200-BO-HS-H4000) (1,908,442) 1.6 Human Services Department Human Services Fund (16200) Supporting Safe Communities (16200-BO-HS-H4000) (60,206) 1.7 Human Services Department Human Services Fund (16200) Addressing Homelessness (16200-BO-HS-H3000) (282,362) 1.7 Human Services Department Human Services Fund (16200) Supporting Affordability a Livability (16200-BO-HS-H1000) (83,383) 1.8 Human Services Department Human Services Fund

(16200)┘└Addressing Homelessness (16200-BO-HS-H3000)┘└ (174,124)┘|┐└1.8┘└Human Services Department┘└Human Services Fund (16200)┘└Leadership and Administration (16200-BO-HS-H5000)┘└ (953)┘|┐└1.9┘└Human Services Department┘└Human Services Fund (16200)┘└Promoting Healthy Aging (16 -BO-HS-H6000)┘└(2,990,494)┘|┐└1.9┘└Human Services Department┘└Human Services Fund (16200) ┘└Supporting Affordability and Livability (16200-BO-HS-H1000)┘└ (2,138,671)┘|┐└1.10┘└Executive (Office of Economic Development)┘└General Fund (00100)┘└Business Services (00100-BO-ED-X1D00)┘└ (270,927) ┘|┐└1.11┘└Executive (Office of Emergency Management)┘└General Fund (00100)┘└Office of Emergency Management (00100-BO-EP-10000)┘└ (28,555)┘|┐└1.12┘└Executive (Office of Emergency Management) ┘└General Fund (00100)┘└Office of Emergency Management (00100-BO-EP-10000)┘└ (27,888) ┘|┐└1.13┘└Executive (Office of Emergency Management)┘└General Fund (00100)┘└Office of Emergency Management (00100-BO-EP-10000)┘└ (7,406)┘|┐└1.14┘└Executive (Office of Emergency Management) ┘└General Fund (00100)┘└Office of Emergency Management (00100-BO-EP-10000)┘└ (4,821) ┘|┐└1.15┘└Executive (Office of Housing)┘└Office of Housing Fund (16600)┘└Leadership and Administration (16600-BO-HU-1000)┘└ (15,442)┘|┐└1.16┘└Executive (Office of Immigrant and Refugee Affairs)┘└General Fu (00100)┘└Office of Immigrant and Refugee Affairs (00100-BO-IA-X1N00)┘└ (150,000)┘|┐└1.17┘└Executive (Office of Planning and Community Development)┘└General Fund (00100)┘└Planning and Community Development (00100-BO-PC-X2P00)┘└ (175,840)┘|┐└1.18┘└Seattle Fire Department┘└General Fund (00100 ┘└Operations (00100-BO-FD-F3000)┘└ (639)┘|┐└1.19┘└Seattle Police Department┘└General Fund (00100) ┘└Criminal Investigations (00100-BO-SP-P7000)┘└ (38,341)┘|┐└1.20┘└Seattle Police Department┘└General (00100)┘└Criminal Investigations (00100-BO-SP-P7000)┘└ (5,903)┘|┐└1.20┘└Seattle Police Department┘└Ge Fund (00100)┘└Leadership and Administration (00100-BO-SP-P1600)┘└ (22,003)┘|┐└1.20┘└Seattle Police Department┘└General Fund (00100)┘└Special Operations (00100-BO-SP-P3400)┘└ (331,840)┘|┐└1.20┘└Sea Police Department┘└General Fund (00100)┘└Technical Services (00100-BO-SP-P8000)┘└ (217)┘|┐└1.21┘└S Police Department┘└General Fund (00100)┘└Special Operations (00100-BO-SP-P3400)┘└ (556,983) ┘|┐└1.22┘└Seattle Police Department┘└General Fund (00100)┘└Criminal Investigations (00100-BO-SP-P700 (500,000)┘|┐└1.23┘└Executive (Office of Housing) ┘└Payroll Expense Tax (14500) ┘└Multifamily Housing (14 -BO-HU-3000) ┘└(3,600,000) ┘|┐└1.24┘└Office of Housing ┘└Payroll Expense Tax (14500) ┘└Multifamily Hou (14500-BO-HU-3000) ┘└(300,000) ┘|┐└1.25┘└Seattle Police Department ┘└General Fund (00100) ┘└Technica Services (00100-BO-SP-P8000) ┘└($250,000) ┘|–

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in 2026, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2026 Budget, appropriations for the following items in the 2026 Budget are increased by $140,685,095 from the funds shown, as follows:

ItemDepartmentFundBudget Summary Level/ BCL CodeAmount ($)2.1┘└Department of Finance and Administrative Services┘└Fleet Capital Fund (50321)┘└Fleet Capital Program (50321-BO-FA-FLEETCAP)┘└9,359,000 ┘|┐└2.2┘└Department of Finance and Administrative Services┘└Fleet Capital Fund (50321)┘└Fleet Capital Program (50321-BO-FA-FLEETCAP)┘└11,513,000 ┘|┐└2.3┘└Department of Finance Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Office of City Finance

(50300-BO-FA-0003)┘└25,289 ┘|┐└2.3┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Citywide Admin Services (50300-BO-FA-0002)┘└2,056 ┘|┐└2.3┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Citywide Operational Services (50300-BO-FA-0001)┘└67,924 ┘|┐└2.4┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Office of City Finance (50300-BO-FA-0003)┘└200,000 ┘|┐└2.5┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Office of City Finance (50300-BO-FA-0003)┘└500,000 ┘|┐└2.6┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Office of City Finance (50300-BO-FA-0003)┘└560,000 ┘|┐└2.7┘└Department of Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Office of City Finance (50300-BO-FA-0003)┘└425,000 ┘|┐└2.8┘└Department of Finance and Administrative Services┘└General Fund (00100)┘└Indigent Defense Services (00100-BO-FA-INDGTDEF)┘└3,000,000 ┘|┐└2.9┘└Department of Finance and Administrative Services┘└General Fund (00100)┘└Office of City Finance (00100-BO-FA-0003) ┘└2,500,000 ┘|┐└2.10┘└Finance General┘└General Fund (00100)┘└Appropriation to Special Funds (00100-BO-FA-2QA00)┘└1,968,257 ┘|┐└2.11┘└Finance General┘└LTGO Bond Interest and Redemption Fund (20130) ┘└Appropriation to Special Funds (20130-BO-FG-2QA00)┘└5,439 ┘|┐└2.11┘└Finance General┘└UTGO Bond Interest Redemption Fund (20140)┘└Appropriation to Special Funds (20140-BO-FG-2QA00)┘└35,488 ┘|┐└2.12┘└Finance General┘└General Fund (00100)┘└Appropriation to Special Funds (00100-BO-FG-2QA00 ┘└4,000,000 ┘|┐└2.13┘└Finance General┘└2017 LTGO Taxable Bond Fund (36410)┘└Appropriation to Special Funds (36410-BO-FG-2QA00)┘└22,000 ┘|┐└2.14┘└Human Services Department┘└General Fund (00100) ┘└Supporting Safe Communities (00100-BO-HS-H4000)┘└500,000 ┘|┐└2.15┘└Law Department┘└General Fund (00100)┘└Leadership and Administration (00100-BO-LW-J1100)┘└32,000 ┘|┐└2.16┘└Executive (Office of Arts and Culture)┘└Arts and Culture Fund (12400)┘└Arts and Cultural Programs (12400-BO-AR-VA160)┘└70,000 ┘|┐└2.17┘└Executive (Office of Economic Development)┘└General Fund (00100)┘└Business Services (00100-BO-ED-X1D00)┘└150,000 ┘|┐└2.18┘└Executive (Office of Housing)┘└Low Income Housing Fund (16400) ┘└Multifamily Housing (16400-BO-HU-3000)┘└2,825,386 ┘|┐└2.19┘└Executive (Office of Housing)┘└Office of Housing Fund (16600)┘└Leadership and Administration (16600-BO-HU-1000)┘└275,000 ┘|┐└2.20┘└Executive (Office of Labor Standards)┘└Office of Labor Standards Fund (00190)┘└Office of Labor Standards (00190-BO-LS-1000)┘└59,653 ┘|┐└2.21┘└Executive (Office of Labor Standards)┘└Office of Labor Standards Fund (00190)┘└Office of Labor Standards (00190-BO-LS-1000)┘└60,564 ┘|┐└2.22┘└Executive (Office of Labor Standards)┘└Office of Labor Standards Fund (00190)┘└Office of Labor Standards (00190-BO-LS-1000) ┘└53,748 ┘|┐└2.23┘└Executive (Office of Labor Standards)┘└Office of Labor Standards Fund (00190)┘└Office Labor Standards (00190-BO-LS-1000)┘└125,000 ┘|┐└2.24┘└Executive (Office of Planning and Community Development)┘└General Fund (00100)┘└Planning and Community Development (00100-BO-PC-X2P00) ┘└50,000 ┘|┐└2.25┘└Police Relief and Pension┘└Police Relief & Pension Fund (61060)┘└Police Relief and Pe (61060-BO-PP-RP604)┘└10,000,000 ┘|┐└2.26┘└Seattle Center┘└Payroll Expense Tax (14500)┘└Campus (14 BO-SC-60000)┘└563,000 ┘|┐└2.27┘└Seattle Department of Transportation┘└Transportation Levy Fund (1039 ┘└Mobility Operations (10399-BO-TR-17003)┘└840,000 ┘|┐└2.28┘└Seattle Department of Transportation┘└Transportation Levy Fund (10399)┘└Mobility Operations (10399-BO-TR-17003)┘└465,000 ┘|┐└2.29┘└Seattle Department of Transportation┘└Transportation Benefit District Fund (19900)┘└Waterfront & Civic Projects (19900-BO-TR-16000)┘└3,500,000 ┘|┐└2.30┘└Seattle Department of

Transportation┘└Transportation Levy Fund (10399)┘└Mobility Operations (10399-BO-TR-17003)┘└735,450 ┘|┐└2.31┘└Seattle Information Technology Department┘└Information Technology Fund (50410)┘└Application (50410-BO-IT-D0600)┘└543,000 ┘|┐└2.32┘└Seattle Municipal Court┘└General Fund (00100)┘└Court Operatio (00100-BO-MC-2000)┘└249,658 ┘|┐└2.33┘└Seattle Municipal Court┘└General Fund (00100)┘└Administration (00100-BO-MC-3000)┘└77,000 ┘|┐└2.34┘└Seattle Parks and Recreation┘└Park And Recreation Fund (10200 ┘└Golf Programs (10200-BO-PR-60000)┘└409,560 ┘|┐└2.35┘└Seattle Parks and Recreation┘└Seattle Park D Fund (19710)┘└Recreation Facility Programs (19710-BO-PR-50000)┘└200,000 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└Criminal Investigations (00100-BO-SP-P7000)┘└13,590,058 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└Leadership and Administration (00100-BO-S P1600)┘└ 6,826,970 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└Special Operations (00 BO-SP-P3400)┘└10,145,917 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└Collaborative Policing (00100-BO-SP-P4000)┘└2,447,450 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└ Precinct (00100-BO-SP-P6200)┘└11,252,230 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100) ┘└Southwest Precinct (00100-BO-SP-P6700)┘└5,863,535 ┘|┐└2.36┘└Seattle Police Department┘└General Fu (00100)┘└Technical Services (00100-BO-SP-P8000)┘└1,040,854 ┘|┐└2.36┘└Seattle Police Department┘└Ge Fund (00100)┘└Chief of Police (00100-BO-SP-P1000)┘└548,094 ┘|┐└2.36┘└Seattle Police Department┘└Ge Fund (00100)┘└Office of Police Accountability (00100-BO-SP-P1300)┘└506,273 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└Patrol Operations (00100-BO-SP-P1800)┘└2,356,272 ┘|┐└2.36┘└Seat Police Department┘└General Fund (00100)┘└Compliance and Professional Standards Bureau (00100-BO -SP-P2000)┘└1,132,025 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└West Precinct (001 -SP-P6100)┘└9,152,085 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└South Precinct (001 BO-SP-P6500)┘└7,891,473 ┘|┐└2.36┘└Seattle Police Department┘└General Fund (00100)┘└East Precinct (0 BO-SP-P6600)┘└7,470,922 ┘|┐└2.36┘└Seattle Police Department┘└Automated Traffic Safety Camera Fund (18500)┘└School Zone Camera Program (18500-BO-SP-P9000)┘└153,465 ┘|┐└2.37┘└Seattle Public Library┘└2012 Library Levy Fund (18100)┘└The Seattle Public Library (18100-BO-SPL)┘└75,000 ┘|┐└2.38┘└ Department┘└General Fund (00100)┘└Criminal (00100-BO-LW-J1500)┘└ 50,000 ┘|┐└2.39 ┘└Law Departmen ┘└General Fund (00100) ┘└Criminal (00100-BO-LW-J1500) ┘└50,000 ┘|┐└2.40┘└Seattle Parks and Recreatic ┘└General Fund (00100) ┘└Zoo and Aquarium Programs (00100-BO-PR-80000) ┘└15,000 ┘|┐└2.41┘└Execut (Office of Sustainability and Environment) ┘└Payroll Expense Tax (14500) ┘└Office of Sustainability and Environment (14500- BO-SE-X1000) ┘└3,600,000 ┘|┐└2.42┘└Human Services Department ┘└Payroll Expens Tax (14500) ┘└Supporting Safe Communities (14500-BO-HS-H4000) ┘└300,000 ┘|┐└2.43┘└Executive (Community Assisted Response and Engagement) ┘└General Fund (00100) ┘└Community Assisted Response and Engagement (00100-BO-CS-40000) ┘└$250,000 ┘|–

Section 3. In order to pay for necessary costs and expenses incurred or to be incurred in 2026, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2026 Budget, appropriations for the following items in the 2026 Budget, which are backed by revenues, are increased by $9,885,919 from the funds shown,

as follows

ItemDepartmentFundBudget Summary Level/ BCL CodeAmount ($)3.1 Executive (Community Assisted Response and Engagement) General Fund (00100) 911 Call Response (00100-BO-CS-10000) 1,908,442 3.2 Department of Neighborhoods General Fund (00100) Community Building (00100-BO-DN-I3300) 46,000 3.3 Department of Neighborhoods General Fund (00100) Commun Building (00100-BO-DN-I3300) 45,000 3.4 Human Services Department Human Services Fund (16200) Supporting Affordability and Livability (16200-BO-HS-H1000) 480,386 3.4 Human Services Department Human Services Fund (16200) Leadership and Administration (16200-BO-HS-H5000) 38,581 3.5 Human Services Department Human Services Fund (16200) Supporting Affordability an Livability (16200-BO-HS-H1000) 15,442 3.6 Human Services Department Human Services Fund (16200) Promoting Healthy Aging (16200-BO-HS-H6000) 135,948 3.6 Human Services Department Human Services Fund (16200) Supporting Affordability and Livability (16200-BO-HS-H1000) 107,583 3.6 Human Services Department Human Services Fund (16200) Leadership and Administration (16200-BO-HS-H5000) 39,635 3.7 Executive (Office of Immigrant and Refugee Affairs General Fund (00100) Office of Immigrant and Refugee Affairs (00100-BO-IA-X1N00) 50,000 3.8 Seattle Center Seattle Center Fund (11410) Civic Projects (11410-BO-SC-68000) 5,566,658 3.9 Seattle Department of Transportation Transportation Fund (13000) Bridges & Structures (13000 -TR-17001) 376,950 3.10 Seattle Police Department General Fund (00100) Special Operations (-BO-SP-P3400) 1,015,373 3.11 Seattle Police Department General Fund (00100) Criminal Investigations (00100-BO-SP-P7000) 10,000 3.12 Seattle Police Department General Fund (00100 Leadership and Administration (00100-BO-SP-P1600) 43,934 3.13 Seattle Police Department G Fund (00100) Criminal Investigations (00100-BO-SP-P7000) 4,786 3.14 Seattle Police Department General Fund (00100) Collaborative Policing (00100-BO-SP-P4000) 1,200 –

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance for items 3.1, 3.2, 3.5, 3.6, 3.7, 3.12, and 3.13. Additionally, on December 31 annually, for each appropriation in these items, if the remaining funds are $1.00 or less, that appropriation is abandoned.

Section 4. The appropriations for the following items in the 2026 Adopted Budget are modified, as follows:

ItemDepartmentFundBudget Summary Level/ BCL CodeAmount ($)4.1 Seattle Parks and Recreation General Fund (00100) Departmentwide Programs (00100-BO-PR-30000) 138,183 4.1 Seattle Parks and Recreation General Fund (00100) Recreation Facility Programs (00100-BO-P 50000) (138,183) 4.1 Seattle Parks and Recreation FEPP Levy 2025 (17876) Departmentwide Programs (17876-BO-PR-30000) (138,183) 4.1 Seattle Parks and Recreation FEPP Levy 2025 (17876) Recreation Facility Programs (17876-BO-PR-50000) 138,183 4.2 Human Services

Department┘└General Fund (00100)┘└Promoting Healthy Aging (00100-BO-HS-H6000)┘└ 20,978 ┘|┐└4.2┘└H
Services Department┘└General Fund (00100)┘└Supporting Safe Communities (00100-BO-HS-H4000)┘└
(20,978)┘|┐└4.3┘└Human Services Department┘└Human Services Fund (16200)┘└Leadership and
Administration (16200-BO-HS-H5000)┘└ 2,919,138 ┘|┐└4.3┘└Human Services Department┘└Human Service
Fund (16200)┘└Promoting Healthy Aging (16200-BO-HS-H6000)┘└ (2,919,138)┘|┐└4.4┘└Executive (Office of
Arts and Culture)┘└General Fund (00100)┘└Arts and Cultural Programs (00100-BO-AR-VA160)┘└ (525,000)
┘|┐└4.4┘└Executive (Office of Arts and Culture)┘└General Fund (00100)┘└Creative Placemaking (00100-BO-
VA170)┘└ 525,000 ┘|┐└4.5┘└Department of Finance and Administrative Services┘└Finance and Administrativ
Services Fund (50300)┘└Citywide Admin Services (50300-BO-FA-0002)┘└ 500,000 ┘|┐└4.5┘└Department of
Finance and Administrative Services┘└Finance and Administrative Services Fund (50300)┘└Citywide
Operational Services (50300-BO-FA-0001)┘└ (500,000)┘|┐└4.6┘└Finance General┘└Automated Traffic Safety
Camera Fund (18500)┘└General Purpose (18500-BO-FG-2QD00)┘└ (59,551)┘|┐└4.6┘└Law
Department┘└Automated Traffic Safety Camera Fund (18500)┘└Criminal (18500-BO-LW-J1500)┘└ 59,551
┘|┐└4.7┘└Seattle City Light┘└Light Fund (41000)┘└Customer Care (41000-BO-CL-CUSTCARE)┘└ (1,993,809
┘|┐└4.7┘└Seattle City Light┘└Light Fund (41000)┘└Taxes (41000-BO-CL-TAXES)┘└ 1,993,809 ┘|┐└4.8┘└Fina
General┘└Automated Traffic Safety Camera Fund (18500)┘└General Purpose (18500-BO-FG-2QD00)┘└
(301,737)┘|┐└4.8┘└Seattle Municipal Court┘└Automated Traffic Safety Camera Fund (18500)┘└Court Operat
(18500-BO-MC-2000)┘└ 301,737 ┘|┐└4.9┘└Seattle Police Department┘└General Fund (00100)┘└Chief of Poli
(00100-BO-SP-P1000)┘└ (62,019)┘|┐└4.9┘└Executive (Community Assisted Response and Engagement)
┘└General Fund (00100)┘└911 Call Response (00100-BO-CS-10000)┘└ 62,019 ┘|┐└4.10┘└Department of
Neighborhoods┘└General Fund (00100)┘└Community Building (00100-BO-DN-I3300)┘└ (100,000)
┘|┐└4.10┘└Department of Neighborhoods┘└General Fund (00100)┘└Leadership and Administration (00100-B
DN-I3100)┘└ 100,000 ┘|┐└4.11┘└Finance General┘└General Fund (00100)┘└Appropriation to Special Funds
(00100-BO-FG-2QA00)┘└ 125,000 ┘|┐└4.11┘└Executive (Office of Immigrant and Refugee Affairs)┘└General
Fund (00100)┘└Office of Immigrant and Refugee Affairs (00100-BO-IA-X1N00)┘└ (125,000)┘|┐└4.12┘└Financ
General┘└General Fund (00100)┘└General Purpose (00100-BO-FG-2QD00)┘└ (900,000)┘|┐└4.12┘└Executiv
(Office of Planning and Community Development)┘└General Fund (00100)┘└Planning and Community
Development (00100-BO-PC-X2P00)┘└ 900,000 ┘|┐└4.13┘└Finance General┘└Central District and Southeas
Seattle Reinvestment Fund (00102)┘└General Purpose (00102-BO-FG-2QD00)┘└(1,200,000)
┘|┐└4.13┘└Executive (Office of Arts and Culture)┘└Central District and Southeast Seattle Reinvestment Fund
(00102)┘└Arts and Cultural Programs (00102-BO-AR-VA160)┘└350,000┘|┐└4.13┘└Human Services
Department┘└Central District and Southeast Seattle Reinvestment Fund (00102)┘└Preparing Youth for
Success (00102-BO-HS-H2000)┘└150,000┘|┐└4.13┘└Human Services Department┘└Central District and
Southeast Seattle Reinvestment Fund (00102)┘└Supporting Safe Communities (00102-BO-HS-H4000)
┘└200,000┘|┐└4.13┘└Seattle Parks and Recreation┘└Central District and Southeast Seattle Reinvestment Fu
(00102)┘└Departmentwide Programs (00102-BO-PR-30000)┘└150,000┘|┐└4.13┘└Department of
Neighborhoods┘└Central District and Southeast Seattle Reinvestment Fund (00102)┘└Community
Building (00102-BO-DN-I3300)┘└300,000┘|┐└4.13┘└Executive (Office of Economic Development)┘└Central
District and Southeast Seattle Reinvestment Fund (00102)┘└Business Services (00102-BO-ED-X1D00)
┘└50,000┘|–

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance for item 4.3. Additionally, on December 31 annually, for each appropriation in item 4.3, if the remaining funds are $1.00 or less, that appropriation is abandoned.

Section 5. The Resident Org Capital Reinvest (MC-SC-S2501) and Seattle Center Warehouse (MC-SC-S0315) projects in Seattle Center and the SLIM Replacement FAS (MC-FA-SLIMFAS) in the Department of Finance and Administrative Services are established in the 2026-2031 Adopted Capital Improvement Program, as described in Attachment A to this ordinance.

Section 6. Appropriations in the 2026 Adopted Budget and project allocations in the 2026-2031 Adopted Capital Improvement Program are reduced by $133,570,942 as follows:

Item Department Fund Budget Summary Level/ BCL Code CIP Project Name/ID CIP Project Appropriation Change ($) 6.1 Department of Finance and Administrative Services 2026 Multipurpose LTGO Bond Fund (37400) General Government Facilities - General (37400-BC-FA-GOVTFAC) Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT) (1,000,000)
6.1 Department of Finance and Administrative Services 2026 Multipurpose LTGO Bond Fund (37400) General Government Facilities - General (37400-BC-FA-GOVTFAC) City Hall Plaza (MC-FA-CTYHLPLAZA) (5,600,000)
6.1 Department of Finance and Administrative Services 2026 Multipurpose LTGO Bond Fund (37400) General Government Facilities - General (37400-BC-FA-GOVTFAC) Electrical Infrastructure Upgrades (MC-FA-ELECTINFRA) (3,500,000)
6.1 Department of Finance and Administrative Services 2026 Multipurpose LTGO Bond Fund (37400) General Government Facilities - General (37400-BC-FA-GOVTFAC) Waterfront Operations and Tribal Interpretive Center (MC-FA-OWMAINT) (1,000,000)
6.1 Department of Finance and Administrative Services 2026 Multipurpose LTGO Bond Fund (37400) Public Safety Facilities Fire (37400-BC-FA-PSFACFIRE) Fire Station 31 Replacement (MC-FA-FS31) (8,065,680)
6.2 Department of Finance and Administrative Services REET I Capital Fund (30010) General Government Facilities - General (30010-BC-FA-GOVTFAC) City Hall Plaza Debt Service (MC-FA-CTYHLPLDS) (331,660)
6.2 Department of Finan and Administrative Services REET I Capital Fund (30010) Neighborhood Fire Stations (30010-BC-FA-NBHFIRE) Fire Station Improvement Debt Service (MC-FA-FSDEBTSV) (409,574)
6.3 Seattle City Light Light Fund (41000) Customer Focused - CIP (41000-BC-CL-Z) Overhead and Underground Relocations (MC-CL-ZT8369) (1,815,665)
6.3 Seattle City Light Light Fund (41000) Customer Foc - CIP (41000-BC-CL-Z) Network Additions and Services: First Hill, Massachusetts, Union & University (MC-CL-ZS8364) (543,432)
6.3 Seattle City Light Light Fund (41000) Customer Focused - CIP (4 BC-CL-Z) Network Additions and Services - Denny (MC-CL-ZS8405) (2,730,870)
6.3 Seattle City Light Light Fund (41000) Customer Focused - CIP (41000-BC-CL-Z) Overhead Outage Replacements (MC-CL-ZS8350) (577,406)
6.3 Seattle City Light Light Fund (41000) Customer Focused - CIP (4

BC-CL-Z)┘└Underground Outage Replacements (MC-CL-ZS8352)┘└ (1,724,250)┘|┐└6.3┘└Seattle City Light┘
Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Transportation Streetlights (MC-CL-ZL8377)┘└
(956,922)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Se
Waterfront Streetlight Installation (MC-CL-ZL8481)┘└ (1,004,016)┘|┐└6.3┘└Seattle City Light┘└Light Fund
(41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Large Overhead and Underground Services (MC-
CL-ZS8365)┘└ (1,226,570)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (4100
CL-Z)┘└Medium Overhead and Underground Services (MC-CL-ZS8366)┘└ (236,443)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Network Services (MC-CL-
ZS8370)┘└ (3,365,330)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-B
Z)┘└Maritime Transportation Electrification (MC-CL-ZS8520)┘└ (840,339)┘|┐└6.3┘└Seattle City Light┘└Light F
(41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Sound Transit 3 - City Light (MC-CL-ZT8467)┘└
(2,290,187)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)
┘└Streetlights: Arterial, Residential and Floodlights (MC-CL-ZL8378)┘└ (1,960,418)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Meter Additions (MC-CL-ZS8054)┘
(831,014)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└No
Emergency (MC-CL-ZS8379)┘└ (710,420)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focus
CIP (41000-BC-CL-Z)┘└Alaskan Way Viaduct and Seawall Replacement - Utility Relocations (MC-CL-
ZT8307)┘└ (773,535)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X
┘└Boundary Station Service Transformer Replacement (MC-CL-XB6627)┘└ (209,615)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Transportation Electrification (MC-CL-
XF9239)┘└ (1,075,744)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL
┘└Skagit Facilities Plan Phase 2 (MC-CL-XS6521)┘└ (88,642)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000
┘└Power Supply - CIP (41000-BC-CL-X)┘└Diablo Dam - Spill Gate Trunnion Upgrades (MC-CL-XS6610)┘└
(524,369)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Special
Equipment - Shops (MC-CL-XF8389)┘└ (300,968)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power S
- CIP (41000-BC-CL-X)┘└Energy Conservation (MC-CL-XF9320)┘└ (33,877)┘|┐└6.3┘└Seattle City Light┘└Lig
Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Boundary - Licensing Mitigation (MC-CL-XB6987)┘└
(2,477,240)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Cedar
Falls/South Fork Tolt - Minor Improvements Program (MC-CL-XC6406)┘└ (1,759,197)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Dam Safety Part 12 Improvements
(MC-CL-XB6626)┘└ (994,702)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-
CL-X)┘└Tolt Relicensing (MC-CL-XC6985)┘└ (55,522)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Pow
Supply - CIP (41000-BC-CL-X)┘└Facilities Regulatory Compliance (MC-CL-XF9151)┘└ (1,898,494)
┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Georgetown
Steamplant Access Road (MC-CL-XF9233)┘└ (1,265,236)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└
Supply - CIP (41000-BC-CL-X)┘└Skagit Powerhouses - Install Protection Relays (MC-CL-XS6415)┘└
(67,544)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Ross - Ex
41-44 (MC-CL-XS6564)┘└ (134,530)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (4
-BC-CL-X)┘└Skagit - DC Battery System (MC-CL-XS6583)┘└ (762,671)┘|┐└6.3┘└Seattle City Light┘└Light Fu
(41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Gorge Crane Rehabilitation (MC-CL-XS6639)┘└
(1,040,750)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Gorge

24 overhauls (MC-CL-XS6640)┘└ (114,016)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission
Distribution - CIP (41000-BC-CL-Y)┘└Underground 26kV Conversion (MC-CL-YR8362)┘└ (383)┘|┐└6.3┘└Sea
City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Pole Attachments
(MC-CL-YR8452)┘└ (1,442,070)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribu
CIP (41000-BC-CL-Y)┘└Transmission Inter-Agency (MC-CL-YT7105)┘└ (449,569)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Transmission Reliability
(MC-CL-YT7104)┘└ (58,559)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution
(41000-BC-CL-Y)┘└Overhead Equipment Replacements (MC-CL-YR8351)┘└ (1,001,319)┘|┐└6.3┘└Seattle Ci
Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Distribution Area
Communications Networks (MC-CL-YD9307)┘└ (14,237)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)
┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Grid Modernization (MC-CL-YD9510)┘└
(4,877,703)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC
CL-Y)┘└Network Maintenance Hole and Vault Rebuild (MC-CL-YN8130)┘└ (33,390)┘|┐└6.3┘└Seattle City
Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└First Hill - Network (MC
-CL-YN8301)┘└ (38,472)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - C
(41000-BC-CL-Y)┘└Underground Equipment Replacements (MC-CL-YR8353)┘└ (2,578,253)┘|┐└6.3┘└Seattle
City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Overhead 26kV
Conversion (MC-CL-YR8358)┘└ (161,713)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission a
Distribution - CIP (41000-BC-CL-Y)┘└Substation Plant Improvements (MC-CL-YS7750)┘└ (368,958)
┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└In
Substation - Development (MC-CL-YS7756)┘└ (90,604)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)
┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Denny Substation Transmission Lines (MC-CL-
YT7125)┘└ (3,946)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41
BC-CL-Y)┘└Transmission Tower Refurbishment (MC-CL-YT7130)┘└ (50,000)┘|┐└6.3┘└Seattle City Light┘└Lig
Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Security Improvements (MC-CL-
YD9202)┘└ (23,887)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (4
BC-CL-Y)┘└Distribution Automation (MC-CL-YR8425)┘└ (377,148)┘|┐└6.3┘└Seattle City Light┘└Light Fund (4
┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Substation Equipment Improvements (MC-CL-
YS7752)┘└ (494,194)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP
(41000-BC-CL-Y)┘└Denny Substation - Network (MC-CL-YN8404)┘└ (148,197)┘|┐└6.3┘└Seattle City Light┘└
Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Enterprise Software Solution
Replacement Strategy (MC-CL-YD9969)┘└ (512,995)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)
┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Underground System Capacity Additions (MC-
CL-YR8361)┘└ (68,801)┘|┐└6.3┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CI
(41000-BC-CL-Y)┘└Transmission Capacity (MC-CL-YT7011)┘└ (79,187)┘|┐└6.3┘└Seattle City Light┘└Light Fu
(41000)┘└Conservation & Environmental - CIP (41000-BC-CL-W)┘└Energy Efficiency (MC-CL-WC2250)┘└
(2,578,815)┘|┐└6.4┘└Seattle Department of Transportation┘└Transportation Levy Fund (10399)┘└Mobility-Ca
(10399-BC-TR-19003)┘└ Transit Passenger Safety (MC-TR-C152)┘└ (735,450)┘|┐└6.5┘└Seattle Department
Transportation┘└Transportation Benefit District Fund (19900)┘└Mobility-Capital (19900-BC-TR-19003)
┘└Sound Transit 3 (MC-TR-C088)┘└ (3,500,000)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater
(44010)┘└Flooding, Sewer Backup & Landslide (44010-BC-SU-C380B)┘└South Park Stormwater Program

(MC-SU-C3806)┘└ (1,127,449)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Flooding, Sewer Backup & Landslide (44010-BC-SU-C380B)┘└Sanitary Sewer Overflow Capacity (MC-SU-C3804)┘└ (827,712)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Flooding Sewer Backup & Landslide (44010-BC-SU-C380B)┘└Broadview Long-Term Plan (MC-SU-C3812)┘└ (66,757)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Protection of Beneficial Uses (44010-BC-SU-C333B)┘└GSI for Protection of Beneficial Uses (MC-SU-C3316)┘└ (5,495,452)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Protection of Beneficial Uses (44010-BC-SU-C333B)┘└Beneficial Uses Program (MC-SU-C3317)┘└ (1,480,910)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Combined Sewer Overflows (44010-BC-SU-C360B)┘└Long Term Control Plan (MC-SU-C3604)┘└ (254,031)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Shared Cost Projects (44010-BC-SU-C410B)┘└Operational Facility - Construction - DWF (MC-SU-C4106-DWF)┘└ (230,268)┘|┐└6.6┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Technology (44010-BC-SU-C510B)┘└IT Infrastructure (MC-SU-C5404)┘└ (132,068)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Water Infrastructure-New Hydrants (MC-SU-C1112)┘└ (127,771)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Water Infrastructure-New Taps (MC-SU-C1113)┘└ (723,734)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Watermain Rehabilitation (MC-SU-C1129)┘└ (200,100)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Multiple Utility Relocation (MC-SU-C1133)┘└ (100,000)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Pump Station Improvements (MC-SU-C1135)┘└ (1,848,028)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C1┘└Distribution System In-Line Gate Valve (MC-SU-C1136)┘└ (82,559)┘|┐└6.6┘└Seattle Public Utilities┘└Water (43000)┘└Distribution (43000-BC-SU-C110B)┘└Chamber Upgrades-Distribution (MC-SU-C1137)┘└ (5,000)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Distribution Infrastructure (MC-SU-C1138)┘└ (120,000)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Transmis (43000-BC-SU-C120B)┘└Water System Dewatering (MC-SU-C1205)┘└ (49,779)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Transmission (43000-BC-SU-C120B)┘└Purveyor Meters Replace-SPU (MC-SU-C1206)┘└ (10,511)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Transmission (43000-BC-SU-C120B)┘└Transmission Pipelines Rehab (MC-SU-C1207)┘└ (2,118,904)┘|┐└6.6┘└Seattle Public Utilities┘└Wa Fund (43000)┘└Transmission (43000-BC-SU-C120B)┘└Cathodic Protection (MC-SU-C1208)┘└ (227,817)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Transmission (43000-BC-SU-C120B)┘└Replace Air Chambers (MC-SU-C1209)┘└ (155,000)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Transmissio (43000-BC-SU-C120B)┘└Transmission System Seismic Improvements (MC-SU-C1210)┘└ (1,225,083)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Watershed Stewardship (43000-BC-SU-C130B)┘└Environmental Stewardship (MC-SU-C1301)┘└ (1,384,663)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Watershed Stewardship (43000-BC-SU-C130B)┘└Cedar Bridges (MC-SU-C1307)┘└ (205,647)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Quality & Treatment (43000-BC-SU-C140B)┘└Myrtle Reservoir Seismic (MC-SU-C1410)┘└ (100,000)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (4300┘└Water Quality & Treatment (43000-BC-SU-C140B)┘└Treatment Facility/Water Quality Improvements (MC-SU-C1413)┘└ (3,487,173)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Quality & Trea (43000-BC-SU-C140B)┘└Reservoir Covering-Lake Forest (MC-SU-C1418)┘└ (4,683)┘|┐└6.6┘└Seattle Public

Utilities┘└Water Fund (43000)┘└Water Resources (43000-BC-SU-C150B)┘└Regional Water Conservation (MC-SU-C1504)┘└ (291,023)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Resources (4300 SU-C150B)┘└Seattle Direct Water Conservation (MC-SU-C1505)┘└ (323,014)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Resources (43000-BC-SU-C150B)┘└Dam Safety (MC-SU-C1506)┘└ (1,653,435)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Resources (43000-BC-SU-C150B ┘└Water Supply Flexibility Program (MC-SU-C1507)┘└ (1,844,440)┘|┐└6.6┘└Seattle Public Utilities┘└Water F (43000)┘└Water Resources (43000-BC-SU-C150B)┘└Morse Lake Pump Plan (MC-SU-C1508)┘└ (7,830) ┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Habitat Conservation Program (43000-BC-SU-C160 ┘└Watershed Road Improvements/Decommissioning (MC-SU-C1601)┘└ (1,407)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Habitat Conservation Program (43000-BC-SU-C160B)┘└Stream & Riparian Restoration (MC-SU-C1602)┘└ (4,598)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Habitat Conservation Program (43000-BC-SU-C160B)┘└Upland Reserve Forest Restore (MC-SU-C1603)┘└ (59,326)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Habitat Conservation Program (43000-BC-S C160B)┘└Downstream Fish Habitat (MC-SU-C1607)┘└ (265,016)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fu (43000)┘└Habitat Conservation Program (43000-BC-SU-C160B)┘└Instream Flow Management Studies (MC-SU-C1608)┘└ (9,625)┘|┐└6.6┘└Seattle Public Utilities┘└Water Fund (43000)┘└Shared Cost Projects (43 BC-SU-C410B)┘└Operational Facility - Construction - WF (MC-SU-C4106-WF)┘└ (1,107,515)┘|┐└6.6┘└Seattl Public Utilities┘└Water Fund (43000)┘└Technology (43000-BC-SU-C510B)┘└Customer Contact & Billing (MC-SU-C5402)┘└ (18,188)┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└New Facilities (45 BC-SU-C230B)┘└South Recycling Center (MC-SU-C2302)┘└ (6,438,590)┘|┐└6.6┘└Seattle Public Utilities┘└S Waste Fund (45010)┘└New Facilities (45010-BC-SU-C230B)┘└Miscellaneous Station Improvement (MC-SU-C2303)┘└ (10,138,431)┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└New Facilities (450 -SU-C230B)┘└South Park Development (MC-SU-C2304)┘└ (8,977,359)┘|┐└6.6┘└Seattle Public Utilities┘└Sol Waste Fund (45010)┘└Rehabilitation & Heavy Equipment (45010-BC-SU-C240B)┘└Kent Highlands (MC-SU-C2402)┘└ (100,000)┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└Rehabilitation & Heavy Equipment (45010-BC-SU-C240B)┘└SW Comprehensive Plan Update (MC-SU-C2407)┘└ (73,321) ┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└Technology (45010-BC-SU-C510B)┘└IT Infrastructure (MC-SU-C5404)┘└ (183,653)┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010) ┘└Technology (45010-BC-SU-C510B)┘└Project Delivery & Performance (MC-SU-C5405)┘└ (267,836) ┘|┐└6.6┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└Technology (45010-BC-SU-C510B)┘└Asset Information Management (MC-SU-C5407)┘└ (53,702)┘|┐└6.7┘└Seattle Information Technology Department┘└Information Technology Fund (50410)┘└Capital Improvement Projects (50410-BC-IT-C0700)┘└Data and Telephone Infrastructure (MC-IT-C3500)┘└ (2,132,000)┘|┐└6.8┘└Seattle Information Technology Department┘└Information Technology Fund (50410)┘└Capital Improvement Projects (50410-BC-IT-C0700)┘└Computing Services Architecture (MC-IT-C3201)┘└ (2,600,000)┘|┐└6.9┘└Seattle Center┘└Ge Fund (00100)┘└Building and Campus Improvements (00100-BC-SC-S03P01)┘└Public Gathering Space Improvements (MC-SC-S9902)┘└ (4,121)┘|┐└6.9┘└Seattle Center┘└REET I Capital Fund (30010)┘└Building a Campus Improvements (30010-BC-SC-S03P01)┘└Open Space Restoration and Repair (MC-SC-S9704)┘└ (790,718)┘|┐└6.9┘└Seattle Center┘└Seattle Center Capital Reserve (34060)┘└Building and Campu Improvements (34060-BC-SC-S03P01)┘└General Site Improvements (MC-SC-S0305)┘└ (450,000)┘|–

Allocation modifications for the Seattle Public Utilities, Seattle Department of Transportation, and Seattle City Light in this section shall operate for the purposes of decreasing the base for the limit imposed by subsection 4.C of Ordinance 127362.

Section 7. To pay for necessary capital costs and expenses incurred or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2026 Budget was adopted, appropriations in the 2026 Adopted Budget and project allocations in the 2026-2031 Adopted Capital Improvement Program are increased by $30,467,738 as follows:

ItemDepartmentFundBudget Summary Level/ BCL CodeCIP Project Name/IDCIP Project Appropriation Change ($)7.1┘└Department of Finance and Administrative Services┘└General Fund (00100)┘└Information Technology (00100-BC-FA-A1IT)┘└SLIM Replacement FAS (MC-FA-SLIMFAS)┘└ 778,943 ┘│┐└7.2┘└Department of Finance and Administrative Services┘└Payroll Expense Tax (14500)┘└Gen Government Facilities - General (14500-BC-FA-GOVTFAC)┘└Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT)┘└ 1,000,000 ┘│┐└7.2┘└Department of Finance and Administrative Services┘└2017 Multipurpose LTGO Bond Fund (36400)┘└General Government Facilities - General (36400-BC-FA-GOVTFAC)┘└City Hall Plaza (MC-FA-CTYHLPLAZA)┘└ 1,521,144 ┘│┐└7.2┘└Department of Finance and Administrative Services┘└2017 LTGO Taxable Bond Fund (36410)┘└General Government Facilities - General (36410-BC-FA-GOVTFAC)┘└City Hall Plaza (MC-FA-CTYHLPLAZA)┘└ 1,978,856 ┘│┐└7.2┘└Department of Finance and Administrative Services┘└2017 LTGO Taxable Bond Fund (36410)┘└Pu Safety Facilities Fire (36410-BC-FA-PSFACFIRE)┘└Fire Station 31 Replacement (MC-FA-FS31)┘└ 162,843 ┘│┐└7.2┘└Department of Finance and Administrative Services┘└2019 Multipurpose LTGO Bond Fun (36600)┘└Public Safety Facilities Fire (36600-BC-FA-PSFACFIRE)┘└Fire Station 31 Replacement (MC-FA -FS31)┘└ 1,337,157 ┘│┐└7.3┘└Department of Finance and Administrative Services┘└Finance and Administrat Services Fund (50300)┘└Information Technology (50300-BC-FA-A1IT)┘└Human Capital Management System (MC-FA-HCMSYS)┘└ 645,810 ┘│┐└7.4┘└Seattle Department of Transportation┘└Transportation Levy Fund (10399)┘└Major Maintenance/Replacement (10399-BC-TR-19001)┘└ Bridge Structural Repairs - Magnolia (MC-TR-C130)┘└ 250,000 ┘│┐└7.5┘└Seattle Department of Transportation┘└Transportation Levy Fu (10399)┘└Major Maintenance/Replacement (10399-BC-TR-19001)┘└ Bridge Structural Repairs - Ballard (MC-TR-C129)┘└ 500,000 ┘│┐└7.6┘└Seattle Department of Transportation┘└Transportation Levy Fund (1039 ┘└Major Maintenance/Replacement (10399-BC-TR-19001)┘└Better Bike Barriers (MC-TR-C127)┘└ 1,500,000 ┘│┐└7.7┘└Seattle Public Library┘└General Fund (00100)┘└The Seattle Public Library (00100-BC-S ┘└Library Major Maintenance (MC-PL-B3011)┘└ 112 ┘│┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastew Fund (44010)┘└Flooding, Sewer Backup & Landslide (44010-BC-SU-C380B)┘└Drainage Capacity Program (MC-SU-C3802)┘└ 108,636 ┘│┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (440 ┘└Protection of Beneficial Uses (44010-BC-SU-C333B)┘└Creek Culvert Replacement Program (MC-SU-

C3314)┘└ 1,501,450 ┘|┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Combined Overflows (44010-BC-SU-C360B)┘└Green Stormwater Infrastructure Program (MC-SU-C3610)┘└ 181,793 ┘|┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Shared Cost Projects (44010-BC-SU-C410B)┘└Alaskan Way Viaduct & Seawall Replacement Program (MC-SU-C4102)┘└ 116,631 ┘|┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Shared Cost Projects (44010-BC-SU-C410B)┘└Regional Facility - Other (MC-SU-C4107)┘└ 20,855 ┘|┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Shared Cost Projects (44010-BC-SU-C410B)┘└Other Major Transportation Projects (MC-SU-C4123)┘└ 92,782 ┘|┐└7.8┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Technology (44010-BC-SU-C510B)┘└Project Delivery & Performance (MC-SU-C5405)┘└ 132,068 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C┘└Water Infrastructure-Service Renewal (MC-SU-C1109)┘└ 2,270,363 ┘|┐└7.8┘└Seattle Public Utilities┘└Wat Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Water Infrastructure-Hydrant Replace/Relocate (MC-SU-C1110)┘└ 313,270 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C┘└Water Infrastructure-Water Main Extensions (MC-SU-C1111)┘└ 668,187 ┘|┐└7.8┘└Seattle Public Utilities┘└ Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Distribution System Improvements (MC-SU-C1128)┘└ 161,975 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribution (43000-BC-SU-C110B)┘└Tank Improvements (MC-SU-C1134)┘└ 1,043,950 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Distribu (43000-BC-SU-C110B)┘└Distribution System Seismic Improvements (MC-SU-C1139)┘└ 58,871 ┘|┐└7.8┘└Se Public Utilities┘└Water Fund (43000)┘└Watershed Stewardship (43000-BC-SU-C130B)┘└Tolt Bridges (MC-SU-C1308)┘└ 196,851 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Quality & Treatment (4 BC-SU-C140B)┘└Reservoir Covering-Bitter Lake (MC-SU-C1419)┘└ 50,323 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Water Resources (43000-BC-SU-C150B)┘└Hatchery Works (MC-SU-C1511)┘└ 82,499 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Shared Cost Projects (43000-BC-S C410B)┘└Meter Replacement (MC-SU-C4101)┘└ 2,388 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000 ┘└Shared Cost Projects (43000-BC-SU-C410B)┘└Alaskan Way Viaduct & Seawall Replacement Program (MC-SU-C4102)┘└ 75,041 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Shared Cost Projects (43 BC-SU-C410B)┘└Security Improvements (MC-SU-C4113)┘└ 994,021 ┘|┐└7.8┘└Seattle Public Utilities┘└Wate Fund (43000)┘└Shared Cost Projects (43000-BC-SU-C410B)┘└1% for Arts (MC-SU-C4118)┘└ 36,066 ┘|┐└7.8┘└Seattle Public Utilities┘└Water Fund (43000)┘└Technology (43000-BC-SU-C510B)┘└Project Deliver Performance (MC-SU-C5405)┘└ 18,188 ┘|┐└7.8┘└Seattle Public Utilities┘└Solid Waste Fund (45010) ┘└Rehabilitation & Heavy Equipment (45010-BC-SU-C240B)┘└Midway Landfill (MC-SU-C2403)┘└ 491,000 ┘|┐└7.8┘└Seattle Public Utilities┘└Solid Waste Fund (45010)┘└Technology (45010-BC-SU-C510B)┘└Custome Contact & Billing (MC-SU-C5402)┘└ 53,702 ┘|┐└7.8┘└Seattle Public Utilities┘└Solid Waste Fund (45010) ┘└Technology (45010-BC-SU-C510B)┘└Enterprise Information Management (MC-SU-C5403)┘└ 451,489 ┘|┐└7.9┘└Seattle Public Utilities┘└Drainage and Wastewater Fund (44010)┘└Shared Cost Projects (44010-BC SU-C410B)┘└Move Seattle - DWF (MC-SU-C4119-DWF)┘└ 5,000,000 ┘|┐└7.10┘└Seattle Parks and Recreation┘└Park And Recreation Fund (10200)┘└Debt and Special Funding (10200-BC-PR-30000)┘└Golf - Capital Improvements (MC-PR-31005)┘└ 1,073,670 ┘|┐└7.11┘└Seattle Parks and Recreation┘└Park And Recreation Fund (10200)┘└Debt and Special Funding (10200-BC-PR-30000)┘└Golf - Capital Improvements (MC-PR-31005)┘└ 200,000 ┘|┐└7.12┘└Seattle Parks and Recreation┘└Park And Recreation F (10200)┘└Building For The Future (10200-BC-PR-20000)┘└Park Land Acquisition and Leverage Fund

(MC-PR-21001)┘└ 238,877 ┘|┐└7.13┘└Seattle Parks and Recreation┘└Park And Recreation Fund (10200)┘└F First (10200-BC-PR-40000)┘└Seward Park Forest Restoration (MC-PR-41013)┘└ 90,000 ┘|┐└7.14┘└Seattle Parks and Recreation┘└Seattle Park District Fund (19710)┘└Fix It First (19710-BC-PR-40000)┘└Major Maintenance and Asset Management (MC-PR-41001)┘└ 1,500,000 ┘|┐└7.15┘└Seattle Parks and Recreation┘└Seattle Park District Fund (19710)┘└Fix It First (19710-BC-PR-40000)┘└Major Maintenance and Asset Management (MC-PR-41001)┘└ 200,000 ┘|┐└7.16┘└Seattle Parks and Recreation┘└Seattle Park District Fund (19710)┘└Fix It First (19710-BC-PR-40000)┘└Sport Court Restoration Program (MC-PR-41019)┘└ 600,000 ┘|┐└7.17┘└Seattle Parks and Recreation┘└Seattle Park District Fund (19710)┘└Fix It First (19710-BC-PR-40000)┘└Community Center Rehabilitation & Development (MC-PR-41002)┘└ 500,000 ┘|┐└7.18┘└Seattle Center┘└General Fund (00100)┘└Building and Campus Improvements (00100-BC-SC-S03P01)┘└Seattle Center Warehouse (MC-SC-S0315)┘└ 4,121 ┘|┐└7.18┘└Seattle Center┘└REET I Capital F (30010)┘└Building and Campus Improvements (30010-BC-SC-S03P01)┘└Resident Org Capital Reinvest (MC-SC-S2501)┘└ 774 ┘|┐└7.18┘└Seattle Center┘└REET I Capital Fund (30010)┘└Building and Campus Improvements (30010-BC-SC-S03P01)┘└Seattle Center Warehouse (MC-SC-S0315)┘└ 734,853 ┘|┐└7.18┘└Seattle Center┘└REET II Capital Fund (30020)┘└Building and Campus Improvements (30020-BC-S03P01)┘└Seattle Center Warehouse (MC-SC-S0315)┘└ 1 ┘|┐└7.18┘└Seattle Center┘└Seattle Center Fund (11410)┘└Building and Campus Improvements (11410-BC-SC-S03P01)┘└Seattle Center Warehouse (MC-SC-S0315)┘└ 51,743 ┘|┐└7.18┘└Seattle Center┘└Seattle Center Capital Reserve (34060)┘└Building and Cam Improvements (34060-BC-SC-S03P01)┘└Resident Org Capital Reinvest (MC-SC-S2501)┘└ 1,476,436 ┘|–

Allocation modifications for Seattle Public Utilities and Seattle Department of Transportation in this section shall operate for the purposes of increasing the base for the limit imposed by subsection 4.C of Ordinance 127362.

Section 8. Appropriations in the 2026 Adopted Budget and project allocations in the 2026-2031 Adopted Capital Improvement Program, which are backed by revenues, are increase by $12,230,615 as follows:

Item Department Fund Budget Summary Level/ BCL Code CIP Project Name/ID CIP Project Appropriation Change ($) 8.1┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Transportation Electrification (MC-CL-XF9239)┘└ 4,000,000 ┘|┐└8.2┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001) ┘└Arterial Asphalt & Concrete Program Phase II (MC-TR-C033)┘└ 90,477 ┘|┐└8.3┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└Georgetown to South Park Trail (MC-TR-C096)┘└ 1,939,729 ┘|┐└8.4┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└Aurora Avenue North Safety Improvements (MC-TR-C118)┘└ 2,482,941 ┘|┐└8.5┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mob Capital (13000-BC-TR-19003)┘└Fortson Square Redesign Implementation (MC-TR-C104)┘└ 39,320 ┘|┐└8.6┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-

19003)┘└Thomas Street Redesigned (MC-TR-C105)┘└ 235,314 ┘|┐└8.7┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└NE 130th St/NE 125th Corridor Improvements (MC-TR-C123)┘└ 12,244 ┘|┐└8.8┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└3rd Avenue Corridor Improvements (MC-TR-C034)┘└ 14,121 ┘|┐└8.9┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└3rd Avenue Corridor Improvements (MC-TR-C034)┘└ 590,236 ┘|┐└8.10┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└ 3rd Ave Revitalization, Long-Term Vision and Coordination (MC-TR-C145)┘└ 125,000 ┘|┐└8.11┘└Seattle Department Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001) ┘└Bridge Seismic - Phase III (MC-TR-C008)┘└ 299,613 ┘|┐└8.12┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└Next Generation Intelligent Transportation Systems (ITS) (MC-TR-C021)┘└ 452,164 ┘|┐└8.13┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└3rd Avenue Corridor Improvements (MC-TR-C034)┘└ 111,603 ┘|┐└8.14┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└RapidRide J Line (MC-TR-C013)┘└ 534,219 ┘|┐└8.15┘└Seattle Department of Transportation┘└Transportation Fund (13000) ┘└Mobility-Capital (13000-BC-TR-19003)┘└New Traffic Signals (MC-TR-C020)┘└ 33,844 ┘|┐└8.16┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001)┘└Sidewalk Safety Repair (MC-TR-C025)┘└ 60,454 ┘|┐└8.17┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001) ┘└Arterial Asphalt & Concrete Program Phase II (MC-TR-C033)┘└ 515,669 ┘|┐└8.18┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001) ┘└Sidewalk Safety Repair (MC-TR-C025)┘└ 3,607 ┘|┐└8.19┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Major Maintenance/Replacement (13000-BC-TR-19001) ┘└Arterial Asphalt & Concrete Program Phase II (MC-TR-C033)┘└ 17,185 ┘|┐└8.20┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└Mobility-Capital (13000-BC-TR-19003)┘└New Sidewalks (MC-TR-C058)┘└ 72,978 ┘|┐└8.21┘└Seattle Department of Transportation┘└Transportation Fund (13000)┘└M -Capital (13000-BC-TR-19003)┘└RapidRide J Line (MC-TR-C013)┘└ 200,000 ┘|┐└8.22┘└Seattle Parks and Recreation┘└Park And Recreation Fund (10200)┘└Fix It First (10200-BC-PR-40000)┘└Major Maintenance and Asset Management (MC-PR-41001)┘└ 399,898 ┘|–

Allocation modifications for Seattle City Light and the Seattle Department of Transportation in this section shall operate for the purposes of increasing the base for the limit imposed by subsection 4.C of Ordinance 127362.

Section 9. Appropriations in the 2026 Adopted Budget and project allocations in the 2026-2031 Adopted Capital Improvement Program are modified as follows:

ItemDepartmentFundBudget Summary Level/ BCL CodeCIP Project Name/IDCIP Project

Appropriation Change ($): 9.1┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└IT Infrastructure (MC-CL-ZF9915)┘└ 700,000 ┘|┐└9.1┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└New Technology (MC-CL-ZF9980)┘└ (2,700,000)┘|┐└9.1┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Enterprise Software Solution Replacement Strategy (MC-CL-YD9969)┘└ 2,000,000 ┘|┐└9.2┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Streetlight LED Conversion Program (MC-CL-ZL8441)┘└ 2,300,000 ┘|┐└9.2┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-Z)┘└Streetlights: Arterial, Residential and Floodlights (MC-CL-ZL8378)┘└ (2,300,000)┘|┐└9.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└Maritime Transportation Electrification (MC-CL-ZS8520)┘└ (2,000,000)┘|┐└9.3┘└Seattle City Light┘└Light Fund (41000)┘└Customer Focused - CIP (41000-BC-CL-Z)┘└New Technology (MC-CL-ZF9980)┘└ (1,400,000)┘|┐└9.3┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Facilities Improvements (MC-CL-XF9103)┘└ 3,400,000 ┘|┐└9.4┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-┘└Boundary Facility - Minor Improvements Program (MC-CL-XB6401)┘└ 500,000 ┘|┐└9.4┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Diablo Dam - Spill Gate Trunnion Upgrades (MC-CL-XS6610)┘└ (500,000)┘|┐└9.5┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - C(41000-BC-CL-X)┘└Boundary Powerhouse Generator Step-up Transformer Replacement (MC-CL-XB6493)┘└ 1,440,000 ┘|┐└9.5┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-┘└Ross Dam - AC/DC Distribution System Upgrade (MC-CL-XS6373)┘└ (371,000)┘|┐└9.5┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Diablo Dam - Spill Gate Trunnion Upgrades (MC-CL-XS6610)┘└ (493,000)┘|┐└9.5┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - C(41000-BC-CL-X)┘└Cedar Falls/South Fork Tolt - Minor Improvements Program (MC-CL-XC6406)┘└ (576,000)┘|┐└9.6┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└BoundaStation Service Transformer Replacement (MC-CL-XB6627)┘└ 1,901,000 ┘|┐└9.6┘└Seattle City Light┘└LightFund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Boundary - DC Battery System & Charge Modernization (MC-CL-XB6566)┘└ (667,000)┘|┐└9.6┘└Seattle City Light┘└Light Fund (41000)┘└Power SupplCIP (41000-BC-CL-X)┘└Cedar Falls Substation & Bank 6 Replacement (MC-CL-XC6573)┘└ (1,234,000)┘|┐└9.7┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Communications Improvements (MC-CL-YD9009)┘└ 430,000 ┘|┐└9.7┘└Seattle City Light┘└Light Fund (41┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Substation Plant Improvements (MC-CL-YS7750)┘└ (150,000)┘|┐└9.7┘└Seattle City Light┘└Light Fund (41000)┘└Transmission and Distribution - CIP(41000-BC-CL-Y)┘└Substation Transformer Replacements (MC-CL-YS7776)┘└ (280,000)┘|┐└9.8┘└Seattle CLight┘└Light Fund (41000)┘└Transmission and Distribution - CIP (41000-BC-CL-Y)┘└Relaying Improvements (MC-CL-YS7753)┘└ 750,000 ┘|┐└9.8┘└Seattle City Light┘└Light Fund (41000)┘└TransmissionDistribution - CIP (41000-BC-CL-Y)┘└Substation Transformer Replacements (MC-CL-YS7776)┘└ (750,000)┘|┐└9.9┘└Seattle City Light┘└Light Fund (41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└BoundaPowerhouse - Unit 52 Generator Rebuild (MC-CL-XB6535)┘└ 8,500,000 ┘|┐└9.9┘└Seattle City Light┘└Light F(41000)┘└Power Supply - CIP (41000-BC-CL-X)┘└Boundary - DC Battery System & Charge Modernization (MC-CL-XB6566)┘└ (542,009)┘|┐└9.9┘└Seattle City Light┘└Light Fund (41000)┘└Power SupplCIP (41000-BC-CL-X)┘└Cedar Falls Substation & Bank 6 Replacement (MC-CL-XC6573)┘└ (2,900,000)┘|┐└9.9┘└Seattle City Light┘└Light Fund (41000)┘└Conservation & Environmental - CIP (41000-BC-CL-W)

┘└Environmental Claims (MC-CL-WC3133)┘└ (5,057,991)┘|┐└9.10┘└Seattle Department of Transportation┘└Transportation Levy Fund (10399)┘└Mobility-Capital (10399-BC-TR-19003)┘└New Sidewalks (MC-TR-C058)┘└ (2,871,000)┘|┐└9.10┘└Seattle Department of Transportation┘└Transportation Le Fund (10399)┘└Mobility-Capital (10399-BC-TR-19003)┘└Safe Streets and Roads for All (MC-TR-C125)┘└ 2,871,000 ┘|┐└9.11┘└Seattle Department of Transportation┘└Central Waterfront Improvement Fund (35900) ┘└Central Waterfront (35900-BC-TR-16000)┘└Overlook Walk and East-West Connections Project (MC-TR -C073)┘└ (339,650)┘|┐└9.11┘└Seattle Department of Transportation┘└Central Waterfront Improvement Fund (35900)┘└Major Maintenance/Replacement (35900-BC-TR-19001)┘└Urban Forestry Capital Establishment (MC-TR-C050)┘└ 339,650 ┘|┐└9.12┘└Seattle Department of Transportation┘└Transportation L Fund (10399)┘└Mobility-Capital (10399-BC-TR-19003)┘└Better Bike Barriers (MC-TR-C127)┘└(997,356) ┘|┐└9.12┘└Seattle Department of Transportation┘└Transportation Levy Fund (10399)┘└Major Maintenance/Replacement (10399-BC-TR-19001)┘└Better Bike Barriers (MC-TR-C127)┘└997,356┘|–

Allocation modifications for Seattle City Light and the Seattle Department of Transportation in this section shall operate for the purposes of increasing or decreasing the base for the limit imposed by subsection 4.C of Ordinance 127362.

Section 10. The following positions are created in the following departments:

Item Department Position Title Position Status Number 10.1┘└Law Department┘└Paralegal - Law (99500 - 030)┘└Full-time┘└1.0┘|┐└10.2┘└Seattle Municipal Court┘└Court Cashier (40055 - 040) ┘└Full-time┘└2.0┘|┐└ Municipal Court┘└Magistrate (98698 - 185)┘└Full-time┘└1.0┘|┐└10.3┘└Seattle Fire Department┘└Fire Captain Administrative - 80 Hrs (96867 - 005)┘└Full-time┘└1.0┘|┐└10.4┘└Seattle Center ┘└Capital Projects Coordinato Senior (98756 - 034)┘└Full-time┘└1.0┘|┐└10.5┘└Law Department┘└City Attorney,Assistant (09477 - 170)┘└Full time┘└1.0┘|┐└10.6 ┘└Law Department ┘└City Prosecutor, Assistant-BU (09701 - 171) Full-time ┘└1.0 ┘|–

The Directors of the relevant departments are authorized to fill these positions subject to Seattle Municipal Code Title 4, the City's Personnel Rules, and applicable employment laws.

Section 11. A position of "Information Technology Professional B, Exempt (09456 - 155)" in the Ethics and Elections Commissions is changed from a 0.6 FTE part-time position to a 1.0 FTE full-time position.

A position of "Accounting Technician III-BU (97548 - 035)" in the Seattle Fire Department is changed from a 0.5 FTE part-time position to 0.63 FTE part-time position.

Section 12. The restrictions imposed by the following budget provisos are removed and they

are no longer restrictions for any purpose, including those set forth in subsection 1.B of Ordinance 127156 and Ordinance 127362:

ItemDepartmentCouncil Budget ActionProvisoCIP Project/ID12.1 Seattle Department of Transportation SDOT-004-A-1 "Of the appropriations in the 2025 budget for the Seattle Department of Transportation's Transit Corridor Improvements (MC-TR-C029) CIP project, $2 million is appropriated solely for improvements to Delridge Way SW near the SW Holly St right-of-way to allow for left-turn ingress and egress from adjoining properties, including the Refugee and Immigrant Family Center Bilingual Preschool, and may be spent for no other purpose." Transit Corridor Improvements (MC-TR-C029) 12.2 Finance General FG-006-A-1 "Of the appropriation in the 2026 budget for Finance Gene $675,000 is appropriated solely for traffic camera citation enforcement activities and may be spent for no other purpose. Furthermore, none of the money so appropriated may be spent until authorized by future ordinance. Council anticipates that such authority will be granted if the need for additional traffic camera enforcement resources is demonstrated by increased citations exceeding current enforcement and administration capacity." NA

Section 13. This ordinance imposes a proviso as follows:

Of the appropriations in the Human Services Department 2026 budget for the Addressing Homelessness Budget Summary Level (HSD-BO-HS-H3000), $200,000 is appropriated solely for a youth diversion and prevention program and may be spent for no other purpose."

Section 14. The following proviso in the 2026 budget is modified as follows:

Item	Department	Council Budget Action	Proviso	CIP Project/ID
14.1	Seattle Police Department	SPD-108-A	"Of the appropriation in the 2026 budget for the Seattle Police Department, $4.~~9~~65 million is appropriated solely for Technology Assisted Crime Prevention Program and related activities and may be spent for no other purpose."	N/A

Section 15. Section 2 of Ordinance 127356 is amended as follows:

Section 2. The purpose of the Central District and Southeast Seattle Reinvestment Fund is to support future programs and projects that promote equitable development, cultural preservation, and community-led revitalization in the Central District and Southeast Seattle. The Fund is intended to serve as a dedicated source of investment for historically impacted communities.

((~~Appropriations from the Fund shall be authorized through future Council legislation, following the development of appropriate policy frameworks and distribution mechanisms. Programs and projects to be supported by the Fund will be identified through a subsequent ordinance informed by City-led studies, community engagement, and Council deliberation.~~))

Section 16. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Attachments:

Attachment A - CIP Project Additions

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

Passed by a 3/4 vote of all the members of the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Seattle Center

Resident Org Capital Reinvest

Project No:	MC-SC-S2501	**BSL Code:**	BC-SC-S03P01
Project Type:	Ongoing	**BSL Name:**	Building and Campus Improvements
Project Category:	Rehabilitation or Restoration	**Location:**	Seattle Center Campus
Current Project Stage:	N/A	**Council District:**	
Start/End Date:	N/A	**Neighborhood District:**	Magnolia/Queen Anne
Total Project Cost:	N/A	**Urban Village:**	Uptown

This ongoing project establishes a Capital Improvement Fund (CIF) that will be funded by Seattle Center campus resident organizations with minimum annual contributions and improvements as negotiated in individual lease agreements. The CIF will be utilized for capital improvements and enhancements to the premises and surrounding areas of the respective facilities.

Resources	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
Private Funding/Donations	-	-	1,275	-	-	-	-	-	1,275
Total:	**-**	**-**	**1,275**	**-**	**-**	**-**	**-**	**-**	**1,275**

Fund Appropriations / Allocations *	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
Seattle Center Capital Reserve	-	-	1,275	-	-	-	-	-	1,275
Total:	**-**	**-**	**1,275**	**-**	**-**	**-**	**-**	**-**	**1,275**

O&M Impacts: No expected impact on O&M costs.

** Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars*

Seattle Center

Seattle Center Warehouse

Project No:	MC-SC-S0315	**BSL Code:**	BC-SC-S03P01
Project Type:	Discrete	**BSL Name:**	Building and Campus Improvements
Project Category:	Improved Facility	**Location:**	400 Mercer St.
Current Project Stage:	Stage 5 - Construction	**Council District:**	
Start/End Date:	2024 - 2026	**Neighborhood District:**	Magnolia/Queen Anne
Total Project Cost:	$791,000	**Urban Village:**	Uptown

This discrete project entails design and construction to retrofit a building located at 5th and Mercer St. to serve temporarily as the Seattle Center warehouse. The original warehouse was located at Memorial Stadium and consequently was demolished for the redevelopment project.

Resources	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
Real Estate Excise Tax I	-	-	21	-	-	-	-	-	21
Total:	**-**	**-**	**21**	**-**	**-**	**-**	**-**	**-**	**21**

Fund Appropriations / Allocations *	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
REET I Capital Fund	-	-	21	-	-	-	-	-	21
Total:	**-**	**-**	**21**	**-**	**-**	**-**	**-**	**-**	**21**

O&M Impacts:

** Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars*

Department of Finance and Administrative Services

SLIM Replacement FAS

Project No:	MC-FA-SLIMFAS	**BSL Code:**	BC-FA-A1IT
Project Type:	Discrete	**BSL Name:**	Information Technology
Project Category:	New Investment	**Location:**	Citywide
Current Project Stage:	Stage 2 - Initiation, Project Definition, & Planning	**Council District:**	Not Applicable
Start/End Date:	2026 - 2028	**Neighborhood District:**	
Total Project Cost:	$8,300	**Urban Village:**	Not in an Urban Village

The Seattle License Information System (SLIM) manages the issuance and renewal of business licenses and the collection of revenue millions in regulatory fees and $1 billion in taxes. SLIM is now outdated and can no longer adequately meet the needs of expanding business license, tax collection, and enforcement processes. The FAS portion of the project will focus on replacing with a system to accept applications, issue new licenses, track existing license, and process renewal applications/modifications for the existing twenty-two annual regulatory licenses currently in SLIM. Separate from regulatory license enforcement actions, FAS conducts business license tax enforcement in partnership with the Office of City Finance. The selected FAS solution will also support case management of these enforcement activities. The SLIM replacement project crosses OCF and FAS; this Master Project is for the Finance and Administrative Services portion only.

Resources	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
General Fund	-	-	779	-	-	-	-	-	779
Total:	**-**	**-**	**779**	**-**	**-**	**-**	**-**	**-**	**779**

Fund Appropriations / Allocations *	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
General Fund	-	-	779	-	-	-	-	-	779
Total:	**-**	**-**	**779**	**-**	**-**	**-**	**-**	**-**	**779**

Unsecured Funding:	**LTD Actuals**	**2025 Revised**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
To Be Determined	-	-	-	7,521	-	-	-	-	7,521
Total:	**-**	**-**	**-**	**7,521**	**-**	**-**	**-**	**-**	**7,521**

Unsecured Funding Strategy: CBO and FAS continue to strategize and plan for funding this project. Full funding plan will be included in the Mayor's Proposed Budget.

O&M Impacts:

** Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars*

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

Summary and Fiscal Note

1. Legislation Summary

Department: City Budget Office

Title: An ordinance amending Ordinance 127362, which adopted the 2026 Budget, including the 2026-2031 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2026-2031 CIP; adding CIP Projects; creating positions; modifying positions; lifting provisos; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Background: This ordinance proposes several adjustments to the 2026 Adopted Budget. The City Budget Office compiles departmental requests for spending adjustments to the Adopted Budget into a Supplemental Ordinance for review and approval by the City Council. This bill:

- Adjusts appropriation authority to Budget Control Levels approved in the Adopted Budget or subsequent legislation;
- Appropriates funding backed by new revenue sources;
- Adjusts the Adopted Capital Improvement Program;
- Makes changes to a department’s position authority; and
- Lifts, modifies, and imposes provisos.

Overall, this ordinance as proposed would increase the 2026 Adopted Budget in the General Fund by $94.5. million and decrease the 2026 Adopted Budget across all other funds by $48 million. The increases to the General Fund are primarily tied to the Seattle Police Officers Guild contract that was settled after the budget was adopted (about $84 million of the total increase), and most other costs were already accounted for in the planning reserves.

Summary Attachments: Summary Attachment A – 2026 Mid-Year Supplemental Ordinance Summary Detail Table

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2. Capital Improvement Program (CIP)

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

☒ Yes

☐ No

See 2026 Mid-Year Supplemental Attachment A – CIP Project Additions for details on the new CIP Projects in Seattle Center and the Department of Finance and Administrative Services.

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

☐ No

a. Expenditure Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$94,535,502	$41,262,601	$41,262,601	$41,262,601	$41,262,601

b. Expenditure Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
($49,778,614)	$205,012	$205,012	$205,012	$205,012

c. Revenue Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$1,924,301	$0	$0	$0	$0

d. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
$6,655,721	$0	$0	$0	$0

e. Number of Positions

2026	2027 est.	2028 est.	2029 est.	2030 est.
8.53	8.53	8.53	7.53	7.53

f. Total Full-Time Employee (FTE) Change

2026	2027 est.	2028 est.	2029 est.	2030 est.
7.53	8.53	8.53	7.53	7.53

3a. Appropriations

This legislation adds, changes, and abandons appropriations. Please see Summary Attachment A for a detailed list and description of the appropriations.

3b. Revenues/Reimbursements

This legislation adds, changes, or removes revenues or reimbursements.

Revenue/Reimbursement Notes: Please see Summary Attachment A for a detailed list and description of the appropriations.

3c. Positions

This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:

Please see Section 10 and 11 of the Mid-Year Supplemental Ordinance and Section 10 of Summary Attachment A for a detailed list and description of position changes.

If there is one or more sunsetting position or other notes, please explain:

Please see Section 10 of Summary Attachment A for a detailed list and description of position changes.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No. Please Summary Attachment A for the details on the 2026 Mid-Year Supplemental appropriations.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle

these costs? Or does the department need to shift resources away from other work to handle these costs?

Please Summary Attachment A for the details on the 2026 Mid-Year Supplemental appropriations.

c. What financial costs or other impacts might happen if this legislation is not implemented?

The objectives supported by these resources could not be achieved without this legislation.

d. How might this legislation affect other City departments besides the one that proposed it?

Please Summary Attachment A for the details on the 2026 Mid-Year Supplemental appropriations.

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

3. What is the Language Access Plan for communicating with the public about this legislation?

See Summary Attachment A for any associated implications for question d.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

See Summary Attachment A for any associated implications for question e.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

See Summary Attachment A for any associated implications for question f.

g. **Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?**

No.

2026 Mid-Year Supplemental Ordinance Summary Detail Table

Section 1 – Appropriation Decreases for Operating Budgets

Item #	Title	Description	Amount ($)
1.1	PET Debt Service Alignment (Department of Finance and Administrative Services)	This item decreases appropriation authority by $207,288 within the Department of Finance and Administration Services, in the Citywide Admin Services Budget Summary Level (14500-BO-FA-0002). This is being done at the request of Debt Manag`ement and the City Budget Office to align the Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT) and Electrical Infrastructure Upgrades (MC-FA-ELECTINFRA) debt service by adjusting the Payroll Expense Tax fund 14500 appropriation by ($207,288) in 2026 to reflect the City's decision not to issue 2026 bonds.	(207,288)
1.2	Transfer 2026 HCM Debt Service Budget to HCM CIP Project (Department of Finance and Administrative Services)	This item decreases appropriation authority by $645,810 in the Department of Finance and Administrative Services' Finance and Administrative Services Fund Leadership & Administration Budget Control Level (50300-BO-FA-0006) within the IT Systems Debt Service Repay Detail Project (FA2000071) under Master Project MO-FA-0032. This item reappropriates unneeded 2026 debt service budget (due to not issuing bonds in 2026) to the CIP project (MC-FA-HCMSYS) budget. This is being done at the request of the City Budget Office. See corresponding item 7.3.	(645,810)
1.3	Abandon Department of Justice Reserve for Monitoring Costs (Finance General)	This item decreases appropriation authority by $113,000 in Finance General in the General Fund General Purpose Budget Control Level (00100-BO-FG-2QD00). Finance General budgeted a small reserve in the 2026 Adopted Budget as a precaution for any residual costs related to the end of the consent decree in September 2025. However, all outstanding payments for the Department of Justice Monitor were resolved by the end of 2025 and this reserve is no longer needed.	(113,000)

Item #	Title	Description	Amount ($)
1.4	Transfer CDBG Budget to OIRA (Human Services Department)	This item transfers grant-backed appropriation authority from the Human Services Department's Human Services Fund Supporting Affordability & Livability Budget Control Level (16200-BO-HS-H1000) in the amount of $50,000 to the Office of Refugee and Immigrant Affairs Budget Control Level (00100-BO-IA-Z1N00). This transfer moves prior year CDBG grant appropriation to OIRA for the Ready to Work Program.	(50,000)
1.5	Transfer HCA LEAD Grant Budget to CARE (Human Services Department)	This item transfers grant-backed appropriation authority in the amount of $1,908,442 from the Human Services Department Human Services Fund Community Safety Budget Control Level (16200-BO-HS-H4000) to the CARE Department. CARE assumed management of the LEAD program in 2026. This transfer moves the appropriation for an existing grant for the LEAD program from the WA State Health Care Authority to CARE to implement in 2026. See corresponding item 3.1.	(1,908,442)
1.6	DOJ Grant Budget Abandonment (Human Services Department)	This item decreases grant-backed appropriation authority by $60,206 in the Human Services Department in the Human Services Fund Supporting Safe Communities Budget Control Level (16200-BO-HS-H4000). This unspent appropriation is related to a grant that expired in 2025 and is no longer needed.	(60,206)
1.7	HUD Grant Budget Adjustment (Human Services Department)	This item decreases revenue-backed appropriation authority in the Human Services Department by $83,383 in the Human Services Fund Supporting Affordability (16200-BO-HS-H1000) and $282,362 in the Human Services Fund Addressing Homelessness Budget Control Level (16200-BO-HS-H3000). This decrease aligns the 2026 budget for grants from US Housing & Urban Development to the actual award amount.	(365,745)
1.8	Homelessness Grant Budget Abandonment (Human Services Department)	This item decreases grant-backed appropriation authority by $175,077 in the Human Services Department in the Human Services Fund Addressing Homelessness Budget Control Level (16200-BO-HS-H3000). This unspent appropriation is related to grants that expired and is no longer needed.	(175,077)

Item #	Title	Description	Amount ($)
1.9	Older Adult Grant Budget Abandonment (Human Services Department)	This item decreases grant-backed appropriation authority in the Human Services Department by $2,990,494 in the Human Services Fund Promoting Healthy Aging Budget Control Level (16200-BO-HS-H6000), and $2,138,671 in the Human Services Fund Supporting Affordability & Livability Budget Control Level (16200-BO-HS-H1000). The grants related to this carryforward appropriation have ended and the appropriation is no longer needed.	(5,129,165)
1.10	Abandon CLFR-to-GF Swap (Office of Economic Development)	This item decreases appropriation authority by $270,927 in the Office of Economic Development in the General Fund Business Services Budget Control Level (00100-BO-ED-X1D00). This item is necessary to abandon underspend associated with the one-time Seattle Maritime Academy Program. This one-time program was initially funded with Coronavirus Local Fiscal Recovery (CLFR) funds, but was later swapped to General Fund (GF) when the CLFR funds were set to expire. The fund swap included automatic carryforward language, so underspend from the program must be legislatively abandoned.	(270,927)
1.11	Balance Abandonment-King County Emergency Medical Services (Office of Emergency Management)	This item decreases agreement-backed appropriation authority by $28,555 in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This represents unspent agreement funding from the Public Health Seattle King County Emergency Services Agreement #4842 EMS. Expended agreement funds supported project deliverables per the funding agreement.	(28,555)
1.12	Balance Abandonment-FEMA Pre-Disaster Mitigation Grant (Office of Emergency Management)	This item decreases grant-backed appropriation authority by $27,888 in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This represents unspent grant funding from the Federal Emergency Management Agency (FEMA) through the Washington State Military Department, Emergency Management Division. Project has been fully completed per the grant agreement.	(27,888)

Item #	Title	Description	Amount ($)
1.13	Balance Abandonment-UASI FY 2020 (Office of Emergency Management)	This item decreases grant-backed appropriation authority by $7,406 in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This represents unspent grant funding from the Department of Homeland Security grant, Urban Areas Security Initiative (UASI) FY 2020. Funds expended supported completion of grant project deliverables per the grant agreement.	(7,406)
1.14	Balance Abandonment-UASI FY 2022 (Office of Emergency Management)	This item decreases grant-backed appropriation authority by $4,821in the Office of Emergency Management in General Fund Budget Control Level Office of Emergency Management (00100-BO-EP-10000). This abandons unspent funding from Department of Homeland Security grant, Urban Areas Security Initiative (UASI) FY 2022. Funds expended supported grant project deliverables per the grant agreement.	(4,821)
1.15	Abandon CDBG Underspend (Office of Housing)	This item reduces grant-back appropriation authority by $15,442 in the Office of Housing in the Office of Housing Fund Leadership and Administration Budget Control Level (16600-BO-HU-1000) to abandon underspend from the departments 2025 allocation of the Community Development Block Grant. There is a corresponding change in the Human Services Department to re-allocate this fund (see item 3.5).	(15,442)

Item #	Title	Description	Amount ($)
1.16	Budget Transfer to OED (Office of Immigrant and Refugee Affairs)	This item decreases appropriation authority by $150,000 in the General Fund Office of Immigrant and Refugee Affairs (OIRA) Budget Control Level (00100-BO-IA-X1N00). This action accompanies a commensurate increase in appropriation authority to the Office of Economic Development (OED) to develop a toolkit for small businesses to address immigration-related topics and enforcement scenarios. This funding is from the ongoing $4M budget added to OIRA in the 2026 Adopted Budget in response to the increase in federal immigration enforcement. A total of $500,000 is allocated to supporting small business, workers, and schools build infrastructures to sustain them during potential surges in federal immigration enforcement. This $150,000 transfer is focused on supporting small businesses and OED will lead on the work as subject matter experts.	(150,000)
1.17	Abandon Portion of State Grant for Reconnect South Park Project (Office of Planning and Community Development)	This item decreases grant-backed appropriation authority by $175,840 in the General Fund Planning and Community Development budget summary level (00100-BO-PC-X2P00). The Washington State transportation budget funded OPCD in 2022 and 2024 for a total of $900,000 in state grant funds for OPCD to conduct a public engagement and visioning process and feasibility study for reconnecting the South Park neighborhood, which is currently divided by State Route 99. This grant was accepted in Ordinance 126635 and appropriated in Ordinance 126641. The Reconnect South Park grant funds technical studies and community visioning for removing or restructuring the State Route 99 roadway to accommodate local travel, improve accessibility, and address negative health outcomes connected to traffic-related air pollution. This body of work is included in the overall Reconnect South Park project that has both federal and state grant funding sources; however, a portion of the state grant funding lapsed at the end of the state biennium due to delays with executing the federal grant. This item abandons the portion of the state grant budget that lapsed.	(175,840)

Item #	Title	Description	Amount ($)
1.18	Grant Appropriation Abandonment for UASI King County Aviation funding from 2024 (Seattle Fire Department)	This item decreases funding-backed appropriation authority by $639 in the Seattle Fire Department, in the General Fund Budget Control Level (00100-SFD-BO-FD-F3000). This funding, provided by the Federal Emergency Management Agency (FEMA) through King County Sheriff's Office from the Department of Homeland Security has been completed. SFD has billed all expenses, received all revenue and the remaining appropriation is no longer needed.	(639)
1.19	FY25 ICAC Invited True-Up (Seattle Police Department)	This item decreases appropriation authority by $38,341 in the Seattle Police Department in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000) from the Department of Justice Office of Juvenile Justice and Delinquency Prevention (OJJDP). The appropriation is associated with the Internet Crimes Against Children Grant that was originally accepted for $770,892 as part of the 2026 Proposed Budget Grants Ordinance (Ordinance 127151, Attachment A, item #1.58). This award amount was based on a best estimate at the time of the submission, and must now be adjusted to reflect the actual awarded amount of $732,551.	(38,341)

1.20	Grant Abandonments (Seattle Police Department)	This item decreases appropriation authority by $359,963 in the Seattle Police Department in various Budget Control Levels (BCL). The following appropriations are abandoned from various BCLs associated with grant awards: 1) -$30,309 from the Special Operations BCL (00100-BO-SP-P3400) for the FY23 COPS De-Escalation grant awarded by the US Department of Justice 2) -$9,000 from the Special Operations BCL (00100-BO-SP-P3400) for the FY25 Recreational Boating Safety grant awarded by the Washington State Parks and Recreation Commission 3) -$5 from the Criminal Investigations BCL (00100-BO-SP-P7000) for the FY23 High Intensity Drug Trafficking Areas (HIDTA) grant awarded by the National HIDTA Assistance Center 4) -$5,897 from the Criminal Investigations BCL (00100-BO-SP-P7000) for the FY24 High Intensity Drug Trafficking Areas (HIDTA) grant awarded by the National HIDTA Assistance Center 5) -$217 from the Technical Services BSL (00100-BO-SP-P8000) for the LE Vehicle Pursuit Technology grant from the Washington State Department of Commerce 6) -$4,199 from the Leadership and Administration BCL (00100-BO-SP-P1600) for the FY24 Impaired Driving Program grant awarded by the Washington Traffic Safety Commission 7) -$1,790 from the Special Operations BCL (00100-BO-SP-P3400) for the FY24 WTSC Law Enforcement Liaison grant awarded by the Washington Traffic Safety Commission 8) -$14,492 from the Leadership and Administration BCL (00100-BO-SP-P1600) for the FY24 WTSC Seattle Phlebotomy Program grant awarded by the Washington Traffic Safety Commission 9) -$3,311 from the Leadership and Administration BCL (00100-BO-SP-P1600) for the FY25 WTSC Seattle Phlebotomy Program grant awarded by the Washington Traffic Safety Commission 10) -$208,741 from the Special Operations BCL (00100-BO-SP-P3400) for the FY22 Urban Areas Security Initiative Grant awarded by the Washington Military Department 11) -$1 from the Leadership and Administration BCL (00100-BO-SP-P1600) for	(359,963)

Item #	Title	Description	Amount ($)
		the FY18 Justice Assistance Grant awarded by the US Department of Justice 12) -$1 from the Leadership and Administration BCL (00100-BO-SP-P1600) for the FY18 Justice Assistance Grant awarded by the US Department of Justice 13) -$82,000 from the Special Operations BCL (00100-BO-SP-P3400) for the FY21 State Homeland Security Program Grant awarded by the King County Dept. of Executive Services, Office of Emergency Management All grant terms are completed.	
1.21	Viaduct Construction Projects Funding Source Abandonment (Seattle Police Department)	This item decreases appropriation authority by $556,983 in the Seattle Police Department in the General Fund Special Operations Budget Control Level (00100-BO-SP-P3400). This appropriation is being abandoned from a very old Viaduct Construction Projects funding source that is not expected to have any further expenses.	(556,983)
1.22	Transfer Funding to HSD for Sexual Assault Unit Investments (Seattle Police Department)	This item transfers appropriation authority in the amount of $500,000 from the Seattle Police Department in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000) to the Human Services Department. SPD's budget includes ongoing funding to maintain the City's commitments regarding Sexual Assault Unit reform and to execute recommendations made by the Advisory Panel. As part of SPD's Sexual Assault Unit Reform Advisory Panel Recommendations, SPD is providing one-time funding in 2026 to four organizations that currently contract with HSD: King County Sexual Assault Resource Center ($175,000), Sexual Violence Law Center ($175,000), Harborview Trauma and Abuse Center ($75,000), and Seattle Indian Health Board ($75,000).	(500,000)

Item #	Title	Description	Amount ($)
1.23	Reallocate $3.6 million JSF from the SHA Northgate Commons Project to Restore Universal School Meals Program (Office of Housing)	This item decreases appropriation authority by $3,600,000 in the Office of Housing in the JumpStart Payroll Expense Tax Multifamily Housing Budget Control Level (14500-BO-HU-3000). This item is related to item 2.41 - This amendment would add $3.6 million JumpStart Payroll Expense Tax Fund to the Office of Sustainability and Environment (OSE) to implement Universal School Meals with Seattle Public Schools in the 2026-2027 school year in the School Meals bucket of the Families, Education, Preschool, and Promise (FEPP) Levy implementation plan (Pages 56-58 of Attachment 1 to CB 121240). This increase is funded by reducing the appropriation from the JumpStart Fund to the Office of Housing's Multifamily Housing Budget Summary Level for the Northgate Commons project in the 2026 Adopted Budget.	(3,600,000)
1.24	Reallocate $300,000 JSF to HSD for Community Organizations Providing Emergency Shelter, Food Access, Employment Support, and Other Essential Services (Office of Housing)	This item decreases appropriation authority by $300,000 in the Office of Housing in the JumpStart Payroll Expense Tax Multifamily Housing Budget Control Level (14500-BO-HU-3000). This item is related to item 2.42 – This amendment would add $300,000 JumpStart Fund in the Human Services Department (HSD) to support a funding process for LGBTQ community organizations. It is the intent of the amendment's author that these funds are awarded for the organizations' work to provide or connect community members with emergency shelter/housing, food access, employment support, and other essential needs. This increase is funded by reducing the appropriation from the JumpStart Fund to the Office of Housing's Multifamily Housing Budget Summary Level for the Northgate Commons project in the 2026 Adopted Budget.	(300,000)

Item #	Title	Description	Amount ($)
1.25	Reallocate $250,000 GF from SPD to Community Violence Interruption Ambassadors (Seattle Police Department)	This item decreases appropriation authority by 250,000 in the Seattle Police Department in General Fund Technical Services Budget Control Level (00100-BO-SP-P8000). This item is related to item 2.43 -- This amendment would increase appropriations to the 2026 Budget for the Community Assisted Response and Engagement (CARE) Department by $250,000 GF for Community Violence Interruption (CVI) ambassadors. This appropriation would be funded by a reduction of $250,000 from the 2026 Seattle Police Department (SPD) budget originally appropriated for a proposed expansion of closed-circuit television (CCTV) cameras to the Capitol Hill neighborhood, a total appropriation of $435,000, which is not expected to be spent during 2026. The Mayor has ordered a study on the effectiveness of CCTV, and pending the results of that study, repurposing these funds may have implications for future decisions. If a decision is later made to pursue the CCTV expansion, the funding would need to be reappropriated.	(250,000)

Section 2 – Appropriation Increases – Operating Budgets

Item #	Title	Description	Amount ($)
2.1	Fleet Capital Appropriation Increase for Vehicle Adds, Upgrades, and Price Increases (Department of Finance and Administrative Services)	This item increases appropriation authority by $9,359,000 in Finance and Administrative Services, in the Fleet Capital Fund Fleet Capital Program Budget Control Level (50321-BO-FA-FLEETCAP). This item adds appropriation authority for encumbrances issued in 2025 that exceeded budget by $7.8 million due to unbudgeted new vehicle adds, vehicle replacement upgrades, and unforeseen price increases. An additional $1.4 million is for vehicles planned for replacement in 2025, but were not ordered before year end. Lastly, it adds $149,000 that will be transferred to SPD to assist in the replacement of a Mobile Command Center, most of which is grant-funded. All purchases are funded through vehicle replacement rates and/or department billing for increased expenditures. Increased billing to departments was approved either through budget requests or requests to the Vehicle Use Committee.	9,359,000

Item #	Title	Description	Amount ($)
2.2	Fire Department Apparatus Pre-Order (Department of Finance and Administrative Services)	This item increases appropriation authority by $11,513,000 in Finance and Administrative Services, in the Fleet Capital Fund Fleet Capital Program Budget Control Level (50321-BO-FA-FLEETCAP). This item is necessary to provide the Fleet Replacement program with sufficient appropriation to encumber funds for the replacement of Fire Apparatus that, due to long lead times, will not be delivered until at least 2030.	11,513,000
2.3	Union Wage Negotiated Increase for 2026 (Department of Finance and Administrative Services)	This item increases appropriation authority by $95,269 in the Department of Finance and Administrative Services as follows: a) $67,924 in the Administrative Services Fund Citywide Operational Services Budget Control Level (50300-BO-FA-0001); b) $2,056 in the Citywide Admin Services Budget Control Level (50300-BO-FA-0002); and c) the Finance and Administrative Services Fund Office of City Finance Budget Control Level (50300-BO-FA-0003) by $25,289; This item adds appropriation authority for the Local 32 (Plumbers) and Local 77 (ITP) union wage negotiation completed late in 2025. This is an ongoing expense; however, this amount is for 2026 only.	95,269
2.4	Support Contract with Friends of Benson Trolley (Department of Finance and Administrative Services)	This item increases appropriation authority by $200,000 in the Department of Finance & Administrative Services, in the Finance and Administrative Services Fund Office of City Finance (OCF) Budget Control Level (50300-BO-FA-0003), the appropriation will support the contract with Friends of Benson Trolley for transport fees and storage fees agreement with the City. The 2026 Adopted Budget included $200,000 for this purpose in Finance General. This appropriation is supported by a cash transfer from this Finance General reserve.	200,000

Item #	Title	Description	Amount ($)
2.5	Support Construction/Renovation of Buildings/Structures Serving Diverse Communities (Department of Finance and Administrative Services)	This item increases appropriation authority by $500,000 in the Department of Finance & Administrative Services, in the Finance and Administrative Services Fund Office of City Finance (OCF) Budget Control Level (50300-BO-FA-0003), the appropriation will support construction and renovation of buildings and structures serving diverse communities that provide inclusive, neighborhood gathering places such as the Highland Park Improvement Club. The Council anticipates receiving public benefits in return for this funding such as hosting neighborhood meetings, arts and cultural events, emergency preparedness activities, food distribution sites and mutual aid efforts. The 2026 Adopted Budget included $500,000 for this purpose in Finance General. This appropriation is supported by a cash transfer from this Finance General reserve.	500,000
2.6	Address Critical Pay Impacting Change Requests (Department of Finance and Administrative Services)	This item increases appropriation authority by $560,000 in the Department of Finance & Administrative Services (FAS), in the Finance and Administrative Services Fund Office of City Finance (OCF) Budget Control Level (50300-BO-FA-0003), the appropriation will allow OCF to hire consultants to help address most of the remaining critical pay impacting change requests (CRs). Pay impacting CRs spans across all modules (Payroll, Time & Attendance, Absence). Without this support OCF will need to defer even more stabilization change requests into 2027 and beyond. This will be funded with FAS operating fund balance.	560,000
2.7	Support for Labor Contract Changes in Workday (Department of Finance and Administrative Services)	This item increases appropriation authority by $425,000 in the Department of Finance & Administrative Services (FAS), in the Finance and Administrative Services Fund Office of City Finance (OCF) Budget Control Level (50300-BO-FA-0003), the appropriation will support the anticipated labor contract changes in Workday. This will ensure the existing team can continue resolving ongoing issues while the additional contractors quickly implement labor contract changes in Workday. If this funding is not approved any implementation of labor contracts will limit the Workday team's capacity – meaning fewer other ongoing issues would be resolved. This will be funded with FAS operating fund balance.	425,000

Item #	Title	Description	Amount ($)
2.8	Appropriation of Reserve to Indigent Defense Services+ (Department of Finance and Administrative Services)	The item increases appropriation authority by $3,000,000 in Finance and Administrative Services, in the General Fund (00100) Indigence Defense Services Budget Control Level (00100-FAS-BO-FA-INDGTDEF). This transaction is necessary to fully fund the 2026 budget related to the Interlocal Agreement (ILA) between the City and King County Department of Public Defense for the provision of indigent defense services in Seattle Municipal Court (SMC). The significant increase for 2026 was based on a true-up of attorney to support staff ratios as specified in the ILA. In addition, the cost per case increased due to the 2025 State Supreme Court Rule related to the Washington State Bar Association (WSBA) recommendation on reducing attorney caseload to 120 cases per attorney by 2035. The City is implementing this change with a 10% decrease in caseload each year over the next 10 years to reach the 120-caseload requirement. The City had been previously using a 320 caseload per the ILA.	3,000,000
2.9	Seattle Chinese Garden Capital Improvements (Department of Finance and Administrative Services)	This item increases appropriation authority by $2,500,000 in the Department of Finance & Administrative Services, in the General Fund Office of City Finance (OCF) Budget Control Level (00100-BO-FA-0003). The appropriation will support capital improvements at the Seattle Chinese Garden, located at the South Seattle College campus.	2,500,000
2.10	Increase Contribution to Revenue Stabilization Fund (Finance General)	This item increases appropriation authority by $1,968,257 in Finance General, in the General Fund Appropriation to Special Funds Budget Control Level (00100-BO-FG-2QA00). This supports an increased General Fund transfer to the Revenue Stabilization Fund in 2026 as required by SMC 5.80.020.B.	1,968,257

Item #	Title	Description	Amount ($)
2.11	Appropriation for CWA Fund Corrections (Finance General)	This item increases appropriation authority by $40,926 in Finance General, $5,429 in the LTGO Bond Int/Redemption Fund Appropriation to Special Funds Budget Control Level (20130-BO-FG-2QA00) and $35,488 in the UTGO Bond Int/Redemption Fund Appropriation to Special Funds Budget Control Level (20140-BO-FG-2QA00). This appropriation supports interfund corrections that were entered by Citywide Accounting (CWA) related to cash balance loans. This budget authority aligns to actuals and eliminates any budgetary exceptions in Finance General related to these funds. CWA has been notified to not use Finance General for these corrections in the future without budgetary appropriation.	40,927
2.12	Cash Transfer Increase for PPEN Due to SPOG and SPMA Agreements (Finance General)	This item increases appropriation authority by $4,000,000 in Finance General, in the General Fund Appropriation to Special Funds Budget Control Level (00100-BO-FG-2QA00). This appropriation supports a cash transfer for the Police Relief and Pension Department (PPEN) related to retroactive and 2026 pension costs associated with the Seattle Police Officer Guild and Seattle Police Management Association collective bargaining agreements passed in late 2025. Funding for this cash transfer has been held in planning reserves related to labor contracts. This transfer combined with PPEN fund balance supports appropriations in item 2.25.	4,000,000
2.13	Appropriation for Cash Transfer between Bond Funds (Finance General)	This item increases appropriation authority by $22,000 in Finance General, in the 2017 LTGO Taxable Bond Fund Appropriation to Special Funds Budget Control Level (36410-BO-FG-2QA00). This appropriation of interest earnings supports a cash transfer to the 2018 Multipurpose LTGO Bond Fund to align cash levels with expected spending and address a negative cash balance.	22,000
2.14	Transfer Budget from SPD for Sexual Assault Response Programs (Human Services Department)	This item transfers appropriation authority of $500,000 to the Human Services Department in the General Fund Supporting Safe Communities Budget Control Level (00100-BO-HS-H4000) from Seattle Police Department. This budget will provide funding for community-based organizations to implement services to support victims of sexual assault recommended by the Sexual Assault Reform Advisory Panel.	500,000

Item #	Title	Description	Amount ($)
2.15	Local 77 Annual Wage Increase Adjustment (Law Department)	This item increases appropriation authority by $32,000 in the Law Department Leadership and Administration Budget Control Level (00100-BO-LW-J1110). This is a one-time mid-year change to reflect the proper Annual Wage Increase (AWI) in 2026, as outlined in the most recent Collective Bargaining Agreement between the City and Local 77.	32,000
2.16	SmartVentures Grant Support (Office of Arts and Culture)	This item provides a one-time appropriation of $70,000 to the Office of Arts & Culture Arts & Cultural Programs Budget Summary Level (12400-BO-AR-VA160) to respond to an unanticipated increase in smART Ventures applications which saw a 200% increase in applications in Q1 over Q1 2025. smART Ventures is a small low barrier grant program which encourages innovation and widens cultural participation, particularly by individuals, organizations, and communities that may not qualify for other funding programs. Accepting applications year-round, smART Ventures is flexible, inclusive and simple and support artists and creative expression throughout the city. This additional funding ensures that smART Ventures will continue to have the funds to support emerging artists and their creative ideas this year.	70,000
2.17	Develop Toolkit for Small Businesses to Address Immigration-Related Topics and Enforcement (Office of Economic Development)	This item increases appropriation authority by $150,000 to the General Fund of Office of Economic Development's (OED) Budget Control Level (00100-BO-ED-X1000) through a fund transfer from the Office of Immigrant and Refugee Affairs (OIRA) Budget Control Level (00100-BO-IA-X1N00). The OIRA is transferring this authority to OED to support development of a small-business toolkit addressing immigration-related topics and enforcement scenarios.	150,000
2.18	Backfill of Loss of Federal and State Support for OH Projects (Office of Housing)	This item increases appropriation authority by $2,825,386 in the Office of Housing's Low Income Housing Budget Control Level (16400-BO-HU-3000) to provide additional operating support funding for three permanent supportive housing projects in the OH portfolio where federal and state operating subsidies were anticipated but not received. This action is necessary to fund the Agency Supports budget program, in order to backfill the loss of federal and state revenues. Funding is provided by 2023 Levy O&M, and one-time fund balances from the Local Option Sales Tax and 1995 Levy O&M.	2,825,386

Item #	Title	Description	Amount ($)
2.19	MHA Recalibration and Nexus Study (Office of Housing)	This item increases appropriation authority by $275,000 in the Office of Housing in the Office of Housing Fund Leadership and Administration Budget Control Level (16600-BO-HU-1000) to support a recalibration and nexus update study for the mandatory housing affordability program.	275,000
2.20	Appropriation for Network Company License Fee Supported Planning & Development Specialist II (Office of Labor Standards)	This item increases appropriation authority by $59,653 for the Office of Labor Standards, in the OLS Fund Office of Labor Standards Budget Control Level (00190-BO-LS-1000) to fund an already legislated position, Planning & Development Specialist II (Working title: Labor Standards Engagement Specialist), for implementation of the App-Based Worker Deactivation Rights and App-Based Worker Minimum Payment laws. This appropriation is fully supported by Network Company License Fee revenue that is collected pursuant to Seattle Municipal Code 6.700.	59,653
2.21	Appropriation for Network Company License Fee Supported Civil Rights Analyst (Office of Labor Standards)	This item increases appropriation authority by $60,564 for the Office of Labor Standards, in the OLS Fund Office of Labor Standards Budget Control Level (00190-BO-LS-1000) to fund an already legislated Civil Rights Analyst (Working title: Investigator) position for enforcement of the App-Based Worker Deactivation Rights and App-Based Worker Minimum Payment laws. This appropriation is fully supported by Network Company License Fee revenue that is collected pursuant to Seattle Municipal Code 6.700.	60,564
2.22	Appropriation for Network Company License Fee Supported for Public Relations Specialist (Office of Labor Standards)	This item increases appropriation authority by $53,748 for the Office of Labor Standards, in the OLS Fund Office of Labor Standards Budget Control Level (00190-BO-LS-1000) to fund an already legislated Public Relations Specialist position for implementation of the App-Based Worker Deactivation Rights and App-Based Worker Minimum Payment laws. This appropriation is fully supported by Network Company License Fee revenue that is collected pursuant to Seattle Municipal Code 6.700.	53,748

Item #	Title	Description	Amount ($)
2.23	$125,000 from OIRA for Immigrant Worker Education and Support (Office of Labor Standards)	This item increases appropriation authority by $125,000 in Office of Labor Standards (OLS), in the OLS Fund Office of Labor Standards Control Level (00190-BO-LS-1000) for the Community Outreach and Education Fund (COEF) to increase immigration rights outreach to workers. OIRA is transferring the appropriation authority to OLS's COEF to conduct know your rights trainings and labor standards education for immigrant and refugee communities, as this was determined to be the most efficient and effective way to invest in immigrant worker education and support. The $125,000 will fund additional contracts in the current cycle of COEF contracts that begin July 1, 2026. This action includes a corresponding appropriation transfer from OIRA to Finance General to provide General Fund cash to support this appropriation increase in the OLS Fund. See item 4.11 for those transfer details.	125,000
2.24	Implement EO 2025-009 (Office of Planning and Community Development)	This item increases appropriation authority by $50,000 to the Office of Planning and Community Development in the General Fund Planning and Community Development Budget Control Level (00100-BO-PC-X2P00). This will fund the implementation of a section of Executive Order 2025-09, which directs OPCD to contract with a consultant to advise on recommended actions the City can take to enhance and preserve Tribal cultural resources potentially impacted by housing development on private property. OPCD was not resourced in 2025 or 2026 for the actions identified in the EO. OPCD is coordinating with the Office of Intergovernmental Relations (OIR) on the Tribal relations components of this work.	50,000
2.25	Covering retros and future wage increases from new contract settlements (Police Relief and Pension)	This item increases appropriation authority by $10,000,000 in the PPEN Fund Police Relief and Pension Budget Control Level (61060-BO-PP-RP604). New SPOG and SPMA contracts were settled late in 2025. This has led to retro pension payments for members totaling $6,483,505 and will also lead to increases in pension payments going forward. $6,000,000 of the appropriation increase will be backed by fund balance. $4,000,000 will need to be a General Fund transfer.	10,000,000

Item #	Title	Description	Amount ($)
2.26	FIFA Fan Celebration (Seattle Center)	This item increases one-time appropriation authority by $563,000 for Seattle Center in Payroll Expense Tax Fund Campus Budget Control Level (14500-BO-SC-60000) in support of producing the Fan Celebration event on campus for the 2026 World Cup. These funds specifically support renting a large outdoor screen and related costs for free public viewing at Mural Amphitheater on campus.	563,000
2.27	Signs and Markings Equipment (Seattle Department of Transportation)	This item increases appropriation authority by $840,000 in the Seattle Department of Transportation, in the Transportation Levy Fund Mobility Operations Budget Control Level (10399-BO-TR-17003). This request is necessary to cover one-time equipment purchases for the Sign Maintenance Program. Due to the lengthy equipment acquisition process, the purchase and delivery could not be completed by year-end 2025 and will take place in 2026. There is remaining fund balance (originally approved for this in 2025) available for this purpose.	840,000
2.28	Bike Lane Maintenance Equipment (Seattle Department of Transportation)	This item increases appropriation authority by $465,000 in the Seattle Department of Transportation, in the Transportation Levy Fund Mobility Operations Budget Control Level (10399-BO-TR-17003). This request is necessary to cover a one-time equipment purchase for the Bike Lane Maintenance Program. Due to the lengthy equipment acquisition process, the purchase and delivery could not be completed by year-end 2025. There is available fund balance (originally approved for this in 2025) for this purpose.	465,000
2.29	Sound Transit 3 Staffing Transfer - Operating (Seattle Department of Transportation)	This item increases appropriation authority in the amount of $3,500,000 to the Transportation Benefit District Fund Waterfront and Civic Projects Budget Control Level (19900-BO-TR-16000) in order to transfer it from the Seattle Department of Transportation Transportation Benefit District Fund Mobility-Capital Budget Control Level (19900-BC-TR-19003). This transfer is to move funding from the Sound Transit 3 Capital Master Project (MC-TR-C088) to the Sound Transit 3 Staffing Master Project (MO-TR-G109). This technical transfer is needed to align budget with Sound Transit 3 eligible work for program management and operations. This change is linked to item 6.5, the other half of this transfer.	3,500,000

Item #	Title	Description	Amount ($)
2.30	Transit Passenger Safety Transfer - Operating (Seattle Department of Transportation)	This item increases appropriation authority by $735,450 in the Department of Transportation in the 2024 Seattle Transportation Levy Fund Mobility Operations Budget Control Level (10399-BO-TR-17003). This item is necessary in order to transfer Seattle Transportation Levy budget for Transit Passenger Safety from the capital project to the operations and maintenance master project to pay for Transit Security Officers. This change is linked to item 6.4, the other half of this transfer.	735,450
2.31	Office of the Hearing Examiner Electronic Case Management System Replacement (Seattle Information Technology Department)	This item increases appropriation by $543,000 in the Seattle Information Technology Department in the Applications Budget Control Level (50410-BO-IT-D0600) for the replacement of the electronic case management system for Office of the Hearing Examiner (HXM). This is a technical correction, as a Council Budget Action (HXM-001-A) appropriated the budget in HXM, and not in ITD which needs the double budget to do the work.	543,000
2.32	Court Cashier Position Reclassification (Seattle Municipal Court)	This item increases appropriation authority by $259,520 in the Seattle Municipal Court in the Court Operations Budget Control Level (00100-BO-MC-2000). This ongoing increase provides the department with sufficient budget authority to cover an increase in personnel compensation due to a comprehensive position reclassification of three titles and 41 positions, to create a single classification for Court Cashiers and Administrative Specialist I, II, III called the Court Operations Specialist. This effort began in 2023 through negotiations with local 763 with assistance from Seattle Department of Human Resources.	249,658
2.33	Bargained Annual Wage Adjustments To 2026 Budget for L77 (Seattle Municipal Court)	This item increases appropriation authority by $77,000 in Seattle Municipal Court Budget Control Level (00100-BO-MC-3100). This is a one-time mid-year change to reflect the proper Annual Wage Increase (AWI) in 2026, as outlined in the most recent Collective Bargaining Agreement between the City and Local 77.	77,000

Item #	Title	Description	Amount ($)
2.34	Add Golf Operating Appropriation (Seattle Parks and Recreation)	This item increases appropriation authority by $409,560 to Seattle Parks and Recreation in the Park and Recreation Fund to the Golf Programs Budget Control Level (10200-BO-PR-60000) and provides resources for the 2025 incentive payment made to Premier, operator of the four city-owned public golf courses (Interbay, Jackson, Bill Wright at Jefferson, and West Seattle). Per the management agreement with Premier, the City pays Premier a revenue growth incentive fee equal to 10% of the excess revenues generated by the golf courses. In 2025, the courses generated approximately $4 million above Premier's 2025 revenue target.	409,560
2.35	Park District Fund Balance to Increase Recreation Scholarship Amount (Seattle Parks and Recreation)	This item increases appropriation authority by $200,000 in the Seattle Parks and Recreation Department in the Seattle Park District Recreation Facility Programs Budget Control Level (19710-BO-PR-50000). This appropriation, supported by one-time Seattle Park District fund balance, supports Recreation Scholarships and will be used to supplement existing funding to help make programs more affordable for eligible individuals and families.	200,000
2.36	SPOG & SPMA Annual Wage Increases (Seattle Police Department)	This item increases appropriation authority in the Seattle Police Department by $80,224,158 in various General Fund Budget Control Levels and by $153,465 in the Automated Traffic Safety Camera (ATSC) Fund School Zone Camera Program Budget Control Level (18500-BO-SP-P9000). This appropriation increase is necessary to pay retroactive wage increases for 2024-2025 and increases for 2026 associated with Collective Bargaining Agreements passed by City Council for the Seattle Police Officers' Guild and the Seattle Police Management Association.	80,377,623
2.37	Seattle Public Library Security Camera System Upgrade (Seattle Public Library)	This item enacts a net-zero technical correction to a prior action in the 2025 Year End Supplemental. The prior action increased one-time appropriation authority by $75,000 in 2012 Library Levy Fund Library Administrative Services Budget Control Level (18100-PO-PL-B1ADM), but the budget line contained the incorrect Fund Code (Library Fund 11410); this action accordingly decreases one-time appropriation authority in Library Fund Library Administrative Services Budget Control Level (11410-PO-PL-B1ADM) by $75,000 and increases one-time appropriation authority in 2012 Library Levy Fund Library Administrative Services Budget Control Level (18100-PO-PL-B1ADM) by $75,000.	75,000

Item #	Title	Description	Amount ($)
2.38	Extreme Risk Protection Order Attorney (Law Department)	This item increases appropriation authority of $50,000 to the Law Department in the Criminal Budget Control Level (LAW-PO-LW-J1500) to support 1.0 FTE in 2026. Ongoing, this position will cost approximately $228,000 annually. This attorney will be dedicated to handling Extreme Risk Protection Orders (ERPO) which require the immediate surrender of firearms and concealed pistol licenses. The goal of this position is to add resources to address the growing risk of gun violence on Seattle streets by removing firearms from those the court deems high risk through a civil action. Factors which support extreme risk designation include: Recent acts/threats of violence, patterns of acts/threats of violence within the past 12 months, behavior suggesting imminent threats, violations of protection orders or no contact orders, previous or existing ERPOs, violation of previous/existing ERPOs, hate crime convictions, and ownership/access to or the intent to possess firearms.	50,000
2.39	Add $50,000 GF and 1.0 FTE Assistant City Prosecutor in the Law Department	This item adds $50,000 GF and an Assistant City Attorney Prosecutor (item 10.6) position in the Law Department ion the General Fund Criminal Budget Control Level (00100-BO-LW-J1500). The position—anticipated to cost approximately $176,000 annually including benefits—would serve as a new Human Trafficking Prosecutor cross-deputized with the King County Prosecuting Attorney's Office to prosecute felony human trafficking cases in coordination with the Seattle Police Department. The role is expected to be hired and onboarded in the fourth quarter of this year, with a proposal for ongoing funding to be included in the 2027-2028 Proposed Budget.	50,000
2.40	Add $15,000 GF to Woodland Park Zoo for Citywide Coyote Coexistence Planning (Seattle Parks and Recreation)	This item adds $15,000 in Seattle Parks and Recreation in the General Fund Zoo and Aquarium Programs Budget Control Level (00100-BO-PR-80000) to support Woodland Park Zoo's development of a comprehensive coyote coexistence plan for the City of Seattle. The funding would cover staff time and stakeholder engagement necessary to review best practices from other municipalities and experts, develop policy and procedure recommendations, outline community engagement and education strategies, and create an implementation framework for coordinated citywide response. The final plan is anticipated for completion within six-to-eight months of funding approval.	15,000

Item #	Title	Description	Amount ($)
2.41	Reallocate $3.6 million JSF from the SHA Northgate Commons Project to Restore Universal School Meals Program (Office of Sustainability and Environment)	This item adds $3.6 million in the Office of Sustainability and Environment in the Payroll Expense Tax Fund Office of Sustainability and Environment Budget Control Level (14500- BO-SE-X1000) to implement Universal School Meals with Seattle Public Schools in the 2026-2027 school year in the School Meals bucket of the Families, Education, Preschool, and Promise (FEPP) Levy implementation plan (Pages 56-58 of Attachment 1 to CB 121240). This increase is funded by reducing the appropriation from the JumpStart Fund to the Office of Housing's Multifamily Housing Budget Summary Level for the Northgate Commons project in the 2026 Adopted Budget (Item 1.23).	3,600,000
2.42	Reallocate $300,000 JSF to HSD for Community Organizations Providing Emergency Shelter, Food Access, Employment Support, and Other Essential Services (Human Services Department)	This item adds $300,000 in the Human Services Department in the Payroll Expense Tax Supporting Safe Communities Budget Control Level (14500-BO-HS-H4000) to support a funding process for LGBTQ community organizations. It is the intent of the amendment's author that these funds are awarded for the organizations' work to provide or connect community members with emergency shelter/housing, food access, employment support, and other essential needs. This item is related to item 1.24.	300,000
2.43	Reallocate $250,000 GF from SPD to Community Violence Interruption Ambassadors (Community Assisted Response and Engagement)	This item adds $250,000 in the Community Assisted Response and Engagement (CARE) Department in the General Fund Community Assisted Response and Engagement Budget Control Level (00100-BO-CS-40000) for Community Violence Interruption (CVI) ambassadors. This appropriation would be funded by a reduction of $250,000 from the 2026 Seattle Police Department (SPD) budget originally appropriated for a proposed expansion of closed-circuit television (CCTV) cameras to the Capitol Hill neighborhood.	250,000

Section 3 – Appropriation Increases – Operating Budgets – Backed by Revenues

Item #	Title	Description	Amount ($)
3.1	Public Safety Contract True-up (Community Assisted Response and Engagement)	This item increases grant-backed appropriation authority by $1,908,442 in the Community Assisted Response and Engagement Department, in the General Fund Community Assisted Response & Engagement Budget Control level (00100-BO-CS-10000). This grant is being transferred from the Human Services Department. See corresponding appropriation decrease in item 1.5. This transfer moves the appropriation for an existing grant for the LEAD program from the WA State Health Care Authority to CARE to implement in 2026.	1,908,442
3.2	4CULTURE Grant 2026 (Department of Neighborhoods)	This item increases grant-backed appropriation authority by $46,000 in the Department of Neighborhoods (DON) General Fund Community Building Budget Control Level (00100-BO-DN-I3300). This item appropriates funding from the 4Culture Sustained Support Grant, which assists with day-to-day needs of preservation organizations, providing a reliable funding source that promotes stewardship, advocacy, and educational opportunities around historic preservation. In 2025, received this three-year grant from 4Culture and accepted the grant in the 2025 Mid-Year Grants Acceptance Ordinance. DON receives this annually and no local match is required. The period of performance for this grant is from January 1, 2025, through December 31, 2027. This change is necessary to appropriate the 2026 portion of this grant.	46,000
3.3	Equity and Engagement Revenue to Expenditure Alignment (Department of Neighborhoods)	This item increases revenue-backed appropriation authority by $45,000 in the Department of Neighborhoods in the General Fund Community Building Budget Control Level (00100-BO-DN-I3300) to recognize additional interdepartmental revenues in the Equity and Engagement Advisors program, generated from amended interdepartmental agreements with non-General Fund departments. This request aligns the revenue-backed expenditure authority for the program with anticipated program costs.	45,000
3.4	Increase Appropriation for Utility Discount Program (Human Services Department)	This item increases revenue-backed appropriation authority in the Human Services Department by $480,386 in the Human Services Fund Supporting Affordability & Livability Budget Control Level (16200-BO-HS-H1000) and $38,581 in the Human Services Fund Leadership and Administration Budget Control Level (16200-BO-HS-H5000). The increased funding supports staffing in the Utility Discount Program to meet 2026 program objectives.	518,967

Item #	Title	Description	Amount ($)
3.5	Transfer CDBG Budget from OH to HSD (Human Services Department)	This item transfers grant-backed appropriation authority from the Office of Housing Leadership & Administration Budget Control Level (16600-BO-HU-1000) to the Human Services Fund Supporting Affordability & Livability Budget Control Level (16200-BO-HS-H1000) in the amount of $15,442. This transfer moves unspent prior year CDBG grant appropriation to HSD to use for community facilities projects. There is a corresponding change in the Office of Housing to transfer this fund, see Item 1.15.	15,442
3.6	Older Adult Grant Budget Adjustment (Human Services Department)	This item increases grant-backed appropriation authority in the Human Services Department by $39,635 in the Human Services Fund Leadership & Administration Budget Control Level (16200-BO-HS-H5000), $135,948 in the Human Services Fund Promoting Healthy Aging Budget Control Level (16200-BO-HS-H6000),and $107,583 in the Human Services Fund Supporting Affordability & Livability Budget Control Level (16200-BO-HS-H1000). This appropriation aligns the budget for various grants providing supportive services to older adults with their current award amounts.	283,166
3.7	CDBG Funding Increase (Office of Immigrant and Refugee Affairs)	This item increases grant-backed appropriation authority by $50,000 in the Office of Immigrant and Refugee Affairs (OIRA) General Fund Office of Immigrant and Refugee Affairs Budget Control Level (00100-BO-IA-X1N00) to reflect an increase in OIRA's 2026 allocation of the Community Development Block Grant (CDBG). The CDBG is held in and managed by the Human Services Department (HSD) and OIRA receives an annual allocation of $700,000. Due to the availability of funds in 2026, HSD is increasing OIRA's allocation which will temporarily address the rising costs associated with running the Ready To Work (RTW) program, funded by the CDBG grant.	50,000
3.8	Memorial Stadium Sewer Increase (Seattle Center)	This item increases revenue-backed appropriation authority by $5,566,658 to the Seattle Center in the Seattle Center Fund Civic Projects Budget Control Level (11410-BO-SC-68000) for the replacement of an aged brick sewer main under Memorial Stadium. There will be a corresponding item for "Drainage & Wastewater Fund Memorial Stadium Sewer Repl Appropriation Request" in Seattle Public Utilities; Seattle Center will invoice SPU for the project costs.	5,566,658

Item #	Title	Description	Amount ($)
3.9	Roadway Structures Reimbursable - Various (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $376,950 in the Seattle Department of Transportation, in the Transportation Fund Bridges and Structures Control Level (13000-BO-TR-17001). This item increases reimbursable budget authority by $376,950 in master project MO-TR- R040 - Reimb Brg/Struct Mtce for four new reimbursable agreements that SDOT's Roadway Structures division has signed with partner departments and agencies (Seattle Parks and Recreation, Seattle City Light, Seattle Public Utilities, and Lewis County) and for two billable accidents with impacts to City-owned structures.	376,950
3.10	2026 Superbowl Parade Reimbursement (Seattle Police Department)	This item increases revenue-backed appropriation authority by $1,015,373 in the Seattle Police Department in the General Fund Special Operations Budget Control Level (00100-BO-SP-P3400) from First & Goal Inc. This funding reimburses SPD for planning, overtime, mutual aid, and equipment (barrier) purchase costs in connection with services provided at the Superbowl parade in February 2026.	1,015,373
3.11	2026 Joint Operations (JOPS) Secret Service Task Force Funds (Seattle Police Department)	This item increases revenue-backed appropriation authority by $10,000 in the Seattle Police Department in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000) from the U.S. Secret Service in relation to the Secret Service Task Force. This funding is used for technology license renewals for the SPD Detective assigned to this task force. There are no matching requirements or capital improvement projects associated with this item.	10,000
3.12	Grant Earned Interest (Seattle Police Department)	This item increases grant-backed appropriation authority by $43,934 in the Seattle Police Department in the General Fund Leadership and Administration Budget Control Level (00100-BO-SP-P1600) from the interest earned on grant monies paid to SPD in advance. For JAG grants, the grant agreement requires that SPD receive funds in advance and invest the money in order to earn interest. The interest earned is reported to the Federal government and made available to SPD to fund grant activities. This budget item represents interest earned on three grants (JAG FY22, FY23, and FY24) in 2025.	43,934

Item #	Title	Description	Amount ($)
3.13	Commercial Sex Abuse of a Minor Court Assessments and Impound Fees (Seattle Police Department)	This item increases appropriation authority by $4,786 in the Seattle Police Department in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000) from the King County Superior Court for sexual exploitation vehicle impound fees and additional civil assessment fees in cases involving commercial sex abuse of a minor. The RCW requires the assessed fees be used for enforcement and victim services (See RCW 9.68A.105). This funding will be used by the Police Department to run operations to recover exploited children (48%), fund a "John" School and provide victim services through the department's victim advocate (50%). 2% of the received funds are sent to the State of Washington. This item reflects an appropriation increase based on a YTD (through 4/20/26) reconciliation of these funds.	4,786
3.14	Denied Firearms Transactions Program (Seattle Police Department)	This item increases appropriation authority by $1,200 in the Seattle Police Department in the General Fund Collaborative Policing Budget Control Level (00100-BO-SP-P4000) from the Washington Association of Sheriffs and Police Chiefs (WASPC). The Washington State Legislature, via SHB 1501, provides funding to local law enforcement agencies to conduct criminal investigations regarding persons who illegally attempted to purchase or transfer firearms within their jurisdiction. WASPC will reimburse agencies $300 per transaction investigated and an additional $200 for each investigation referred for charges. Funds are state pass-through funds, through the Washington Criminal Justice Training Commission, and are available on a first come, first serve basis.	1,200

Section 4 – Appropriation Transfers – Operating Budgets

Item #	Title	Description	Amount ($)
4.1	FEPP Levy Funding Swap to Support Childcare Scholarship (Seattle Parks and Recreation)	This item transfers appropriation authority in the amount of $138,183 from Seattle Parks and Recreation (SPR) in the FEPP Levy 2025 Fund Departmentwide Programs Budget Control Level (17876-BO-PR-30000) to the FEPP Levy 2025 Recreation Facility Programs Budget Control Level (17876-BO-PR-50000), and also transfers appropriation authority in the amount of $138,183 from SPR in the General Fund Recreation Facility Programs Budget Control Level (00100-BO-PR-50000) to the General Fund Departmentwide Programs Budget Control Level (00100-BO-PR-30000). This is necessary to align SPR spending in 2026 with the FEPP Levy 2025 Implementation & Evaluation Plan (I&E) Plan. The FEPP Levy I&E Plan outlines that FEPP will now fund part of SPR's school-aged care scholarships instead of supporting the Discovery Park Environmental Learning Center operations, due to the FEPP Levy needing to fund investments that support Seattle youth. This fund swap does not impact the overall budgets for SPR's childcare scholarship and the Discovery Park Environmental Learning Center.	0
4.2	Technical Change to Correct Labor Budget (Human Services Department)	This item transfers appropriation authority in the Human Services Department in the amount of $180,963 from in the General Fund Supporting Safe Communities Budget Control Level (00100-BO-HS-H4000) to Promoting Healthy Aging Budget Control Level (00100-BO-HS-H6000). This transfer corrects a discrepancy in the 2026 adopted budget that placed the budget for a position in the Safe Communities BSL in error.	0
4.3	Technical Change to Correct Erroneous Budget Carryforward (Human Services Department)	This item transfers appropriation authority in the Human Services Department from the Human Services Fund Promoting Healthy Aging Budget Control Level (16200-BO-HS-H6000) to the Human Services Fund Leadership & Administration Budget Control Level (16200-BO-HS-H5000) in the amount of $2,919,138. This transfer addresses negative carryforward in the Leadership & Administration BSL created by an erroneous use of grant funding source IDs on a journal entry during year end. This technical fix addresses the negative budget amount carried forward into 2026 in the Leadership & Administration BSL due to this error.	0

Item #	Title	Description	Amount ($)
4.4	Moving 2026 Adopted Budget CRs to Correct BSLs (Office of Arts and Culture)	This is a net zero technical adjustment which moves $525,000 in General Fund appropriation authority between the Arts & Cultural Programs Budget Summary Level (00100-BO-AR-VA160) and the Creative Placemaking Budget Summary Level (00100-BO-AR-VA170). These funds are one-time and were appropriated in the 2026 Adopted Budget by City Council to go for specific purposes, but they were loaded in the incorrect BSL.	0
4.5	Net-Zero Transfer to Correct a Budget Upload Error (Department of Finance and Administrative Services)	This item is a net-zero transfer between two BSLs in the Department of Finance and Administrative Services as follows: a) increases appropriation authority by $500,000 in the Finance and Administrative Services Fund Citywide Admin Services Budget Control Level (50300-BO-FA-0002) and b) decreases appropriation authority by $500,000 in the Finance and Administrative Services Fund Citywide Admin Services Budget Control Level (50300-BO-FA-0001). This is a technical adjustment to correct appropriation which was inadvertently budgeted in the previous project structure.	0
4.6	Automated Traffic Enforcement Administrative Support (Finance General)	This item adds 1.0 FTE of a Paralegal-Law and transfers appropriation authority of $59,551 from the Finance General Automated Traffic Safety Camera Fund General Purpose Budget Control Level (18500-BO-FG-2QD00) to the Law Department in the Automated Traffic Enforcement Administration Support Fund Criminal Budget Control Level (18500-BO-LW-J1500). This request provides administrative support to handle increased automated traffic camera violations including processing discovery and calendaring requirements for these citations. In the 2026 Adopted Budget, Council included $695,000 in Finance General subject to a proviso lift for automated traffic camera-related work. Please see Section 12 of this Ordinance for the proviso lift request for this funding. This transfer from Finance General provides partial-year support for 1.0 FTE. The ongoing cost of this request is approximately $143,000. Remaining funding in Finance General will support a cash transfer to the General Fund for Seattle Municipal Court (SMC) costs in 2026 as needed (See related item 4.8 for SMC).	0

Item #	Title	Description	Amount ($)
4.7	Project Budget Structure Change (Seattle City Light)	This item transfers $1,993,809 of appropriation authority from Seattle City Light's Light Fund Customer Care BSL (41000-BO-CL-CUSTCARE) to the Light Fund Taxes BSL (41000-BO-CL-TAXES). This change moves project SOLARINCNT-908 to the same BSL as City Light's state and local tax projects. Charges to SOLARINCNT-908 are directly offset by a reduction in City Light's Washington State Public Utility Tax liability, thus the change is budget neutral.	0
4.8	Automated Traffic Safety Camera (ATSC) Expansion (Finance General)	This item transfers appropriation authority in the amount of $301,737 from the Finance General Automated Traffic Safety Camera Fund General Purpose Budget Control Level (18500-BO-FG-2QD00) to Seattle Municipal Court Automated Traffic Safety Camera Fund Court Operations Budget Control Level (18500-BO-MC-2000). In the 2026 Adopted Budget, Council included $695,000 in Finance General subject to a proviso lift for automated traffic camera-related work. Please see Section 12 of this ordinance for the proviso lift request for this funding. This transfer from Finance General provides partial-year support for three new employees (3.0 FTE) and postage costs. The ongoing cost of this request is approximately $507,000. Remaining funding in Finance General will support a cash transfer to the General Fund for Office of the City Attorney (LAW) costs in 2026 as needed (see related item 4.6 for LAW).	0
4.9	Transfer 911 Comm Analyst from SPD to CARE (Seattle Police Department)	This item transfers position authority for 1.0 FTE 911 Communications Analyst and appropriation authority of $62,019 from the Seattle Police Department's Chief of Police Budget Control Level (00100-BO-SP-P1000) to the Community Assisted Response & Engagement (CARE) Department. The analyst position remained with SPD when the 911 Call Center was transferred from the police department to a newly created independent department, the Community Safety and Communication Center (which eventually evolved into the CARE Department), during the 2021 biennial budget process. This request is to transfer the position and supporting budget to CARE. Note that the 2026 budget appropriation is for five months, given the Mid-Year Supplemental timeline and the anticipated timing of the position transfer.	0

Item #	Title	Description	Amount ($)
4.10	Technical Correction - One Seattle Day of Service (Department of Neighborhoods)	This item transfers appropriation authority in the amount of $100,000 from the Department of Neighborhoods General Fund Community Building Budget Control Level (00100-BO-DN-I3300) to the Department to Department of Neighborhoods General Fund Leadership and Administration Budget Control Level (00100-BO-DN-I3100). This transfer is necessary to correct an error in the 2026 Adopted Budget that added additional funding for the One Seattle Day of Service to the incorrect budget control level. This change ensure that all funding for this program is budgeted in the same budget control level.	0
4.11	Transfer Immigration Support Funding to OLS via FG transfer (Finance General)	This item transfers funding in the amount of $125,000 from the Office of Immigrant and Refugee Affairs General Fund Office of Immigrant and Refugee Affairs Budget Control Level (00100-BO-IA-X1N00) to Finance General General Fund Appropriation to Special Funds Budget Control Level (00100-BO-FG-2QA00). This transfer supports a cash transfer to the Office of Labor Standards to conduct know your rights trainings and labor standards education for immigrant and refugee communities. Please see OLS revenue-backed appropriation increase item 2.23 for additional details.	0
4.12	Transfer Funding for Black Panther CBA (FG-003-B) (Finance General)	This item transfers appropriation authority in the amount of $900,000 from the Finance General General Fund General Purpose Budget Control Level (00100-BO-FG-2QD00) to the Office of Planning and Community Development General Fund Planning and Community Development Budget Control Level (00100-BO-PC-X2P00). This transfer enables the implementation Council Budget Action FG-003-B, which provides pass-through funding to the Seattle Black Panther Legacy Group to support their project to secure and restore the Dixon Family Home as both heritage site and community gallery.	0

Item #	Title	Description	Amount ($)
4.13	Transfer Central District and Southeast Seattle Reinvestment Fund from FG to ARTS, HSD, SPR, DON, and OED	This item transfers appropriation authority in the amount of $1,200,000 from the Finance General Central District and Southeast Seattle Reinvestment Fund General Purpose Budget Control Level (00102-BO-FG-2QD00) to the Office of Arts and Culture Arts and Cultural Programs Budget Control Level (00102-BO-AR-VA160), Human Services Department Preparing Youth for Success Budget Control Level (00102-BO-HS-H2000), Human Services Department Supporting Safe Communities Budget Control Level (00102-BO-HS-H4000), Seattle Parks and Recreation Departmentwide Programs Budget Control Level (00102-BO-PR-30000), Department of Neighborhoods Community Building Budget Control Level (00102-BO-DN-I3300), and Office of Economic Development Business Services Budget Control Level (00102-BO-ED-X1D00). Central District and Southeast Seattle Reinvestment Fund, established via Ordinance 127362 during the 2026 budget adoption process, is a targeted reinvestment mechanism established to preserve, strengthen, and advance communities such as Black with their culture and economic vitality, within Seattle's Central District through the South Seattle border. The Fund supports community-led initiatives, cultural institutions and small businesses that sustain the historic identity, cultural heritage, and generational presence of these communities. The Fund promotes equitable growth, cultural continuity, and long-term community stability through alignment of capital with community priorities.	0

Section 5 – Added Capital Projects

Title	Description
Add Capital Project to the 2026-2031 Adopted CIP	The Resident Org Capital Reinvest (MC-SC-S2501) and Seattle Center Warehouse (MC-SC-S0315) projects in Seattle Center and the SLIM Replacement FAS (MC-FA-SLIMFAS) in the Department of Finance and Administrative Services are established in the 2026-2031 Adopted Capital Improvement Program, as described in Attachment A to this ordinance

Section 6 – Appropriation Decrease – Capital Budgets

Item #	Title	Description	Amount ($)
6.1	Bond Alignment - Abandon 2026 Appropriation (Department of	This item amends the City Hall Plaza (MC-FA-CTYHLPLAZ), Fire Station 31 Replacement (MC-FA-FS31), Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT), Electrical	(19,165,680)

Item #	Title	Description	Amount ($)
	Finance and Administrative Services)	Infrastructure Upgrades (MC-FA-ELECTINFRA) and Waterfront Operations and Tribal Interpretive Center (MC-FA-OWMAINT) CIP Projects in the Finance and Administrative Services Department. These adjustments are necessary to align the budget with the spend plans and the funding changes necessitated by not issuing bonds in 2026. These adjustments will be made in two related change requests. This item abandons 2026 appropriation. Item 7.2 reappropriates old bond funds provided by Debt Management and the City Budget Office to projects that require funding of their 2026 appropriation. This item decreases appropriation authority by $19,165,680 in the Department of Finance and Administration Services as follows: $6,600,000 transfer from 2026 in the General Government Facilities Budget Summary Level (37400-BC-FA-GOVTFAC) to 2027 in the General Government Facilities Budget Summary Level (37500-BC-FA-GOVTFAC). The decrease in 2026 LTGO Bond appropriation and corresponding increase in 2027 LTGO bond appropriation impacts the following Master Projects: City Hall Plaza (MC-FA-CTYHLPLAZ) - $2.1M, Electrical Infrastructure Upgrades (MC-FA-ELECTINFRA) - $3.5M and Waterfront Operations and Tribal Interpretive Center (MC-FA-OWMAINT) - $1M. $4.5M abandonment of appropriation authority within the Department of Finance and Administration Services in the General Government Facilities Budget Summary Level (37400-BC-FA-GOVTFAC). The $1M abandonment of 2026 LTGO bond appropriation in the Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT) master project and the $3.5M abandonment of 2026 LTGO bond appropriation in the City Hall Plaza (MC-FA-CTYHLPLAZ) master project are necessary to offset the impact of not issuing bonds in 2026. The appropriation will be covered by replacing these bonds with Payroll Excise Tax and repurposed bond funds in Item 7.2. $8.1M abandonment of appropriation authority for the Fire Station 31 (MC-FA-FS31) master project within the Department of Finance and Administration Services in the Public Safety Facilities Fire Budget Summary Level (37400-BC-FA-PSFACFIRE). This	

Item #	Title	Description	Amount ($)
		abandonment is due to the City not issuing 2026 bonds and the appropriation will be covered with repurposed bond funds requested in Item 7.2.	
6.2	REET Debt Service Alignment (Department of Finance and Administrative Services)	This item decreases appropriation authority within the Department of Finance and Administration Services, in the Neighborhood Fire Stations Budget Summary Level (30010-BC-FA-NBHFIRE). This is being done at the request of Debt Management and the City Budget Office to align the Fire Station Improvements Debt Service (MC-FA-FSDEBTSV) by adjusting the REET I fund 30010 appropriation by -$409,574.49 in 2026 reflect the City's decision not to issue 2026 bonds. This item also decreases appropriation authority within the Department of Finance and Administration Services, in the General Government Facilities - General Budget Summary Level (30010-BC-FA-GOVTFAC). This item is adjusting the projected debt service for the City Hall Plaza Deb Service project (MC-FA-CTYHLPLDS) by -$331,660 to align with the bond funding strategy of the City Hall Plaza project. The outer years will also be adjusted in a technical adjustment within the 2027-2032 proposed CIP.	(741,234)
6.3	SCL Abandonment of 2025 Carryforward (Seattle City Light)	This item decreases appropriation authority by $49.8 million in Seattle City Light's Light Fund (41000) for various CIP projects. Of this amount, $ 12.8 million is abandoned from the Power Supply CIP BSL (41000-BC-CL-X), $12.9 million is abandoned from the Transmission & Distribution CIP BSL (41000-BC-CL-Y) , $2.6 million is abandoned from the Conservation & Environmental CIP BSL (41000-BC-CL-W), and $21.6 million is abandoned from the Customer Focused CIP BSL (41000-BC-CL-Z). These funds are available to abandon due to underspend and/or project completion.	(49,842,334)
6.4	Transit Passenger Safety Transfer - Capital (Seattle Department of Transportation)	This item decreases appropriation authority by $735,450 in the Department of Transportation, in the Transportation Levy Fund Mobility-Capital Budget Control Level (10399-BC-TR-19003). This item is necessary in order to transfer Seattle Transportation Levy budget for Transit Passenger Safety from the capital project to the operations and maintenance master project to pay for Transit Security Officers. This change is linked to item 2.3, the other half of this transfer.	(735,450)
6.5	Sound Transit 3 Staffing Transfer - Capital (Seattle Department of Transportation)	This item decreases appropriation authority in the amount of $3,500,000 from the Seattle Department of Transportation Transportation Benefit District Fund Mobility-Capital Budget Control Level (19900-BC-TR-19003) in order to transfer it to the	(3,500,000)

Item #	Title	Description	Amount ($)
		Transportation Benefit District Fund Waterfront and Civic Projects Budget Control Level (19900-BO-TR-16000). This transfer is to move funding from the Sound Transit 3 Capital Master Project (MC-TR-C088) to the Sound Transit 3 Staffing Master Project (MO-TR-G109). This technical transfer is needed to align budget with Sound Transit 3 eligible work for program management and operations. This change is linked to item 2.29, the other half of this transfer.	
6.6	SPU 2026 CIP Abandonments (Seattle Public Utilities)	This item decreases appropriation authority in 2026 by a total of $53,609,408 in Seattle Public Utilities across multiple Capital Budget Control Levels. The request abandons unneeded CIP budget authority that has been carried forward from the preceding fiscal year. These abandonments comprise: - Water Fund Distribution BCL (43000-BC-SU-C110) by $ 3,207,192 - Water Fund Transmission BCL (43000-BC-SU-C120) by $ 3,787,093 - Water Fund Watershed Stewardship BCL (43000-BC-SU-C130) by $ 1,590,310 - Water Fund Water Quality & Treatment BCL (43000-BC-SU-C140) by $ 3,591,856 - Water Fund Water Resources BCL (43000-BC-SU-C150) by $ 4,119,742 - Water Fund Habitat Conservation Programs BCL (43000-BC-SU-C160) by $ 339,971 - Water Fund Shared Cost Projects BCL (43000-BC-SU-C410) by $ 1,107,515 - Water Fund Technology BCL (44010-BC-SU-C510) by $ 18,188 - Drainage and Wastewater Fund Protection of Beneficial Uses BCL (44010-BC-SU-C333) by $ 6,976,362 - Drainage and Wastewater Fund Combined Sewer Overflows BCL (44010-BC-SU-C360) by $ 254,031 - Drainage and Wastewater Fund Flooding, Sewer Backup, and Landslide BCL (44010-BC-SU-C380) by $ 2,021,918 - Drainage and Wastewater Fund Shared Cost Projects BCL (44010-BC-SU-C410) by $ 230,268 - Drainage and Wastewater Fund Technology BCL (44010-BC-SU-C510) by $ 132,068 - Solid Waste Fund New Facilities BCL (45010-BC-SU-C230) by $ 25,554,379 - Solid Waste Fund Rehabilitation and Heavy Equipment BCL (45010-BC-SU-C240) by $ 173,321 - Solid Waste Fund Technology BCL (45010-BC-SU-C510) by $ 505,191.	(53,609,408)
6.7	Abandon 2026 Bonds in Data and	This item decreases appropriation authority by $2,132,000 in the Seattle Information Technology	(2,132,000)

Item #	Title	Description	Amount ($)
	Telephones CIP Program (Seattle Information Technology Department)	Department Capital Improvement Project Budget Control Level (50410-BC-IT-C0700). This amount is the bond-funded portion of the project which will no longer be issued in 2026. This abandonment aligns the legal budget with its funding.	
6.8	Abandon 2026 Bonds in Computer Services CIP Program (Seattle Information Technology Department)	This item decreases appropriation authority by $2,600,000 in the Seattle Information Technology Capital Improvement Project Budget Control Level (50410-BC-IT-C0700). This amount is the bond-funded portion of the project which will no longer be issued in 2026. This abandonment aligns the legal budget with its funding.	(2,600,000)
6.9	Seattle Center CIP Adjustment (Seattle Center)	This item amends the following CIP Master Projects in Seattle Center by decreasing appropriation authority in the amounts and BCLs listed: - $790,718 in MC-SC-S0305 (Open Space Restoration and Repair) in REET I Capital Fund Building and Campus Improvements Budget Control Level (30010-BC-SC-S03P01); - $450,000 in MC-SC-S0305 (General Site Improvements) in Seattle Center Capital Reserve Fund Building and Campus Improvements Budget Control Level (34060-BC-SC-S03P01); and - $4,121 in MC-SC-S9902 (Public Gathering Space Improvements) in General Fund Building and Campus Improvements Budget Control Level (00100-BC-SC-S03P01). This decrease is related to item 7.18. In 2025, Seattle Center assigned nearly $1M in capital expenditures to two Master Projects (-$770k for Seattle Center Warehouse and -$220k for Resident Org Capital Reinvest) that have not been legislatively created and accordingly do not have appropriation authority in the City's 2025-2030 Capital Improvement Program (CIP). As the 2025 fiscal year is closed, legislation is required to fix the negative expenditure balances via three separate actions: 1) creating two new Master Projects; 2) decreasing appropriations in existing projects; and 3) increasing appropriations in the new Master Projects. This action is the appropriations decrease.	(1,244,838)

Section 7 – Appropriation Increase – Capital Budgets

Item #	Title	Description	Amount ($)
7.1	SLIM Support (Department of Finance and Administrative Services)	This item creates a new CIP and increases appropriation authority by $778,943 in the Department of Finance and Administrative Services' General Fund Information Technology Budget Control Level (00100-BC-FA-A1IT) within the SLIM Replacement FAS Master Project (MC-FA-SLIMFAS). This item would reappropriate unspent GF funds from 2025 for the purpose of partially funding the replacement of the SLIM system.	778,943
7.2	Bond Alignment - Repurpose Funds to Cover 2026 Project Spending (Department of Finance and Administrative Services)	This item amends the City Hall Plaza (MC-FA-CTYHLPLAZA), Fire Station 31 Replacement (MC-FA-FS31), and Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT) CIP Projects in the Finance and Administrative Services Department. These adjustments are necessary to align the budget with the spend plans and the funding changes necessitated by not issuing bonds in 2026. These adjustments will be made in two related change requests: Item 6.1 abandons 2026 appropriation, this item reappropriates old bond funds provided by Debt Management and the City Budget Office to projects that require funding of their 2026 appropriation. This item increases appropriation authority within the Department of Finance and Administration Services in the General Government Facilities Budget Summary Level (14500-BC-FA-GOVTFAC) by $1M for the Drive Clean Seattle Fleet Electric Vehicle Infrastructure (MC-FA-DRVCLNFLT) master project. This item also increases appropriation authority by $3.5M within the Department of Finance and Administration Services in the General Government Facilities Budget Summary Levels for the City Hall Plaza (MC-FA-CTYHLPLAZA) master project as follows: (36400-BC-FA-GOVTFAC) by $1,521,144 and (36410-BC-FA-GOVTFAC) by $1,978,856. This item also increases appropriation authority by $1.5M within the Department of Finance and Administration Services in the Public Safety Facilities Fire Budget Summary Levels for the Fire Station 31 (MC-FA-FS31) master project as follows: (36410-BC-FA-PSFACFIRE) by $162,843 and (36410-BC-FA-PSFACFIRE) by 1,337,157. These entries are being done at the request of Debt Management and the City Budget Office.	6,000,000

Item #	Title	Description	Amount ($)
7.3	Transfer 2026 HCM Debt Service Budget to HCM CIP Project (Department of Finance and Administrative Services)	This item increases appropriation authority by $645,810 in the Department of Finance and Administrative Services' Finance and Administrative Services Fund Information Technology Budget Control Level (50300-BC-FA-A1IT) within the Human Capital Management System Master Project (MC-FA-HCMSYS). This item reappropriates unneeded 2026 debt service budget (due to not issuing bonds in 2026) to the project budget. This is being done at the request of the City Budget Office. See corresponding Item 1.2.	645,810
7.4	Magnolia Bridge Repair (Seattle Department of Transportation)	This item increases appropriation authority by $250,000 in Seattle Department of Transportation in the 2024 Seattle Transportation Levy Fund Major Maintenance/Replacement Budget Control Level (10399-BC-TR-19001) in 2026, increases planning estimates of $2,250,000 in 2027, and reduces planning estimates of $2,500,000 in 2029. This request is necessary to fund cost increases in the design phase of this discreet master project in 2026 and reflects an acceleration of anticipated work starting in 2027.	250,000
7.5	Ballard Bridge Repair (Seattle Department of Transportation)	This item increases appropriation authority by $500,000 in Seattle Department of Transportation in the 2024 Seattle Transportation Levy Fund Major Maintenance/Replacement Budget Control Level (10399-BC-TR-19001) in 2026, increases planning estimates of $2,000,000 in 2027 and reduces planning estimates of $2,500,000 in 2030 in the Bridge Structural Repairs - Ballard CIP (MC-TR-C129). This request is necessary to fund cost increases in the design phase of this discreet master project in 2026 and reflects an acceleration of anticipated work in 2027.	500,000
7.6	Better Bike Barriers - Accelerate Project Work (Seattle Department of Transportation)	This item increases appropriation authority by $1,500,000 in the Seattle Department of Transportation in the 2024 Seattle Transportation Levy Fund Major Maintenance/Replacement Budget Control Level (10399-BC-TR-19001) in 2026 for the Better Bike Barriers CIP Project (MC-TR-C127). This item also reduces planning assumptions of $462,000 in 2029, and $1,038,000 in 2030 (total $1,500,000) in the same project. This action is needed to fund accelerated levy deliverables in the Better Bike Barriers MC-TR-C127 CIP in 2026. This funding is available through the 2024 Transportation Levy Fund balance that originally planned to support these deliverables in 2029 and 2030.	1,500,000

Item #	Title	Description	Amount ($)
7.7	Technical Adjustment for Fund 00100 2025 YE Closing (Seattle Public Library)	This item increases appropriation authority by $112 in Seattle Public Library in General Fund Capital Improvements Budget Control Level (00100-BC-SPL). This request is necessary to apply a technical budget authority adjustment for the Library in Fund 00100. A 2025 year-end entry was made correcting for a Workday related labor expenditure error charged to Fund 00100. This has been corrected at the cash level; this is solely to correct the budget authority.	112
7.8	SPU 2026 Budget Increases to Resolve Negative Capital Carryforwards (Seattle Public Utilities)	This item increases appropriation authority in 2026 by a total of $9,122,398 in Seattle Public Utilities across multiple Budget Control Levels. The request uses existing CIP appropriation that was carried forward to resolve negative carryforwards in various SPU capital projects. A separate item formally abandons excess carried forward appropriation that is unneeded to resolve negative carryforwards. This action increases appropriation in the following BCLs: - Water Fund Distribution BCL (43000-BC-SU-C110) by $ 4,516,616 - Water Fund Watershed Stewardship BCL (43000-BC-SU-C130) by $ 196,851 - Water Fund Quality and Treatment BCL (43000-BC-SU-C140) by $ 50,323 - Water Fund Water Resources BCL (43000-BC-SU-C150) by $ 82,499 - Water Fund Shared Cost Projects BCL (43000-BC-SU-C410) by $ 1,107,515 - Water Fund Technology BCL (44010-BC-SU-C510) by $ 18,188 - Drainage and Wastewater Fund Protection of Beneficial Uses BCL (44010-BC-SU-C333) by $ 1,501,450 - Drainage and Wastewater Fund Combined Sewer Overflows BCL (44010-BC-SU-C360) by $ 181,793 - Drainage and Wastewater Fund Flooding, Sewer Backup, and Landslides BCL (44010-BC-SU-C380) by $ 108,636 - Drainage and Wastewater Fund Shared Cost Projects BCL (44010-BC-SU-C410) by $ 230,268 - Drainage and Wastewater Fund Technology BCL (44010-BC-SU-C510) by $ 132,068 - Solid Waste Fund Rehabilitation and Heavy Equipment BCL (45010-BC-SU-C240) by $ 491,000 - Solid Waste Fund Technology BCL (45010-BC-SU-C510) by $ 505,191	9,122,399

Item #	Title	Description	Amount ($)
7.9	Memorial Stadium Sewer Main Replacement Supplemental Request (Seattle Public Utilities)	This item increases appropriation authority by $5,000,000 in Seattle Public Utilities in the Drainage and Wastewater Shared Cost Projects Budget Control Level (44010-BC-SU-C410B) for the replacement of an aged brick sewer main under Memorial Stadium.	5,000,000
7.10	Golf Net Operating Revenue to Capital Appropriation Increase (Seattle Parks and Recreation)	This item increases appropriation authority by $1,073,670 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Debt and Special Funding Budget Control Level (10200-BC-PR-30000). This request is necessary to support the Golf Capital Improvements Project (MC-PR-31005) and will be used towards capital projects at the four City-owned golf courses (Interbay, Jackson, Bill Wright at Jefferson, and West Seattle). This appropriation is supported by Golf revenues received in 2025.	1,073,670
7.11	Premier Golf Capital Contribution Appropriation (Seattle Parks and Recreation)	This item increases appropriation authority by $200,000 in the Seattle Parks and Recreation Department (SPR) in the Park and Recreation Fund Debt and Special Funding Budget Control Level (10200-BC-PR-30000). This request is necessary to support the Golf Capital Improvements Project (MC-PR-31005) and will be used towards capital improvements at the four City-owned golf courses (Interbay, Jackson, Bill Wright at Jefferson, and West Seattle). This appropriation is supported by revenues received in both 2025 and 2026 from Premier Golf as a key money contribution from the operator to the City. This payment is part of the July 2025 agreement entered into by Premier Golf and SPR.	200,000
7.12	Duwamish Waterway Addition Revenues Appropriation Increase (Seattle Parks and Recreation)	This item increases appropriation authority by $238,877 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Building for the Future Budget Control Level (10200-BC-PR-20000). This request is necessary to support the Park Land Acquisition and Leverage fund project (MC-PR-21001) and will be used towards the Duwamish Waterways Addition Acquisition project to pay for relocation benefits, building demolition, remediation, and other acquisition-related items. This appropriation is supported by rental revenues received in 2025.	238,877

Item #	Title	Description	Amount ($)
7.13	Seward Park Forest Restoration Appropriation Increase (Seattle Parks and Recreation)	This item increases appropriation authority by $90,000 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This donation from the Seattle Foundation supports the Seward Park Forest Restoration project (MC-PR-41013) and will be used towards the restoration of old growth forest in Seward Park as part of the Green Seattle Partnership. This work is funded by a private donation originally established by Lyman Hull through the Seattle Foundation, and the money was received in 2025.	90,000
7.14	Park District Fund Balance to Support Pool Repairs (Seattle Parks and Recreation)	This item increases appropriation authority by $1,500,000 in the Seattle Parks and Recreation Department in the Seattle Park District Fund Fix It First Budget Control Level (19710-BC-PR-40000). This appropriation, supported by Seattle Park District Fund balance, supports the existing Major Maintenance and Asset Management Master project (MC-PR-41001) and will be used towards renovations at Citywide Swimming Pools. Specifically, the additional funding will support structural repairs to the roof at Medgar Evars Pool and repairs to the underground piping system at Queen Anne pool.	1,500,000
7.15	Park District Fund Balance to Repair Be'er Sheva Park Stage (Seattle Parks and Recreation)	This item increases appropriation authority by $200,000 in the Seattle Parks and Recreation Department in the Seattle Park District Fund Fix It First Budget Control Level (19710-BC-PR-40000). This appropriation, supported by one-time Seattle Park District fund balance, supports the existing Major Maintenance and Asset Management Master project (MC-PR-41001) and will be used to repair and replace the outdoor cultural stage at Be'er Sheva Park. The outdoor cultural stage was built as part of the recently completed "Upland Work" renovation work, but was later damaged when a large tree fell on it during a severe windstorm.	200,000
7.16	Park District Fund Balance to Support Racket Sports Strategy Implementation (Seattle Parks and Recreation)	This item increases appropriation authority by $600,000 in the Seattle Parks and Recreation Department in the Seattle Park District Fund Fix It First Budget Control Level (19710-BC-PR-40000). This appropriation, supported by one-time Seattle Park District fund balance, supports the existing Sport Court Restoration Program Master project (MC-PR-41019) and will support implementation of the Racket Sports Strategy once it is finalized by the department.	600,000

Item #	Title	Description	Amount ($)
7.17	Park District Fund Balance to Install Alarm Systems at Licensed Child Care Sites (Seattle Parks and Recreation)	This item increases appropriation authority by $500,000 in the Seattle Parks and Recreation Department in the Seattle Park District Fund Fix It First Budget Control Level (19710-BC-PR-40000). This appropriation, supported by one-time Seattle Park District fund balance, supports the existing Community Rehabilitation and Redevelopment Master project (MC-PR-41002) and will be used towards the installation of Voice Activated Fire Alarm Systems at up to four community centers to meet a new requirement for state-licensed childcare sites.	500,000
7.18	Seattle Center CIP Project Adjustment (Seattle Center)	This item increases appropriation in two CIP Projects (MC-SC-S0315, Seattle Center Warehouse and MC-SC-S2501, Resident Org Capital Reinvest) in the 2026-2031 Revised CIP. In 2025, Seattle Center assigned nearly $1M in capital expenditures to two Master Projects (-$770k for Seattle Center Warehouse and -$220k for Resident Org Capital Reinvest) that have not been legislatively created and accordingly do not have appropriation authority in the City's 2025-2030 Capital Improvement Program (CIP). As the 2025 fiscal year is closed, legislation is required to fix the negative appropriation balances via three separate actions: 1) creating two new Master Projects; 2) decreasing appropriations in existing projects; and 3) increasing appropriations in the new Capital Projects. The accompanying related actions in item 6.9 decrease appropriations in Open Space Restoration and Repair (MC-SC-S9704), Public Gathering Space Improvements (MC-SC-S9902), and General Site Improvements (MC-SC-S0305) projects.	2,267,928

Section 8 – Appropriation Increase – Capital Budgets – Revenue Backed

Item #	Title	Description	Amount ($)
8.1	Transportation Levy Electric Vehicle Charging Infrastructure (Seattle City Light)	This item increases revenue-backed appropriation authority by $4 million in Seattle City Light’s Light Fund Power Supply - CIP BSL (41000-BC-CL-X). This item is for anticipated reimbursements from the Seattle Department of Transportation's (SDOT's) 2024 Transportation Levy. This funding is needed for the implementation of electric vehicle charging infrastructure capital projects. City Light is the City's sole department with public charging capital project implementation experience and will implement these levy-funded projects on SDOT's behalf.	4,000,000

8.2	Denny Way Preservation Reimbursement - SPU (Seattle Department of Transportation)	This item increases appropriation authority by $90,477 in the Department of Transportation, in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary to appropriate the utility reimbursable funding to support the upgrades of twelve drainage and wastewater (DWW) structures and relocation of a fire hydrant as part of the Denny Way Preservation paving project.	90,477
8.3	Georgetown Off-Leash Area Reimbursement - SCL (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $1,939,729 in Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item is needed in 2026 as the Georgetown Off-Lease Area Improvements project is in active construction and Seattle City Light will reimburse the Seattle Department of Transportation for all costs for improvements to the Flume property except for $800,000. This item supports the existing Georgetown to South Park Trail CIP (MC-TR-C096).	1,939,729
8.4	Aurora Ave N Safety Improvements Reimbursable - SPU (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $2,482,941 in Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item is needed in 2026 as Seattle Public Utilities partnering with the Seattle Department of Transportation (SDOT) on phase 2 of the Aurora Avenue North Safety Improvements corridor planning study. SDOT has executed a consultant contract for this planning work and SPU will reimburse SDOT for several tasks including sewer and stormwater modeling, analysis, design tasks, and several shared tasks. This item supports the existing Aurora Avenue North Safety Improvements CIP (MC-TR-C118).	2,482,941
8.5	Fortson Square Renovation Reimbursement - SPU (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $39,320 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item adds reimbursable appropriation authority in Fortson Square Renovation Master Project MC-TR-C104. This agreement is necessary for SDOT to be able to share costs with Seattle Public Utilities for the water main work on the Fortson Square Renovation project.	39,320

8.6	Thomas Street Redesigned Phase 2 Reimbursement - SCL (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $235,314 in Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item will fund street lighting installation and frontage improvements the Thomas Street Redesigned project that Seattle City Light will reimburse the Seattle Department of Transportation for. This item supports the existing Thomas Street Redesigned CIP (MC-TR-C105).	235,314
8.7	NE 130th/125th Transit Shelter Reimbursement - KC (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $12,244 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement amendment addresses an increase in King County Metro contributions for a construction contract change order required to meet County standards for the construction of unfinished shelter footings included in the final plans for the NE 130th and 125th St Mobility and Safety Project.	12,244
8.8	3rd & Main Reimbursement - SPU Water (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $14,121 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement is necessary for SDOT to be able to share costs with Seattle Public Utilities for the water main work on the 3rd & Main Improvements capital project.	14,121
8.9	3rd & Main Reimbursement - SPU Drainage (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $590,236 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement is necessary for SDOT to be able to share costs with Seattle Public Utilities for the spot sewer repair work on the 3rd & Main Improvements capital project.	590,236
8.10	3rd Avenue Reimbursement - OED (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $125,000 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item adds reimbursable appropriation authority in 3rd Avenue Revitalization Master Project MC-TR-C145. SDOT is partnering with the Office of Economic Development to advance revitalization work along the 3rd Avenue Corridor.	125,000

8.11	15th Ave NE/NE 105th Bridge Seismic Retrofit Reimbursement - SPU (Seattle Department of Transportation)	This item increases appropriation authority by $299,613 in Seattle Department of Transportation in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary for SDOT to appropriate funding from Seattle Public Utilities to the Bridge Seismic - Phase III CIP (MC-TR-C008) for an amendment to an existing interdepartmental agreement between SDOT and SPU on the 15th Ave NE/NE 105th St Bridge Seismic Retrofit project. SPU is funding the water infrastructure portion of this seismic retrofit project, and this action appropriates the value of the amendment which includes a scope change to add water main supports.	299,613
8.12	Intelligent Transportation System Partnership - UW (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $452,164 in the Seattle Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This request is necessary to add University of Washington (UW) partnership appropriation authority to the Intelligent Transportation System program. This item represents the second reimbursement from UW for their contribution to the ITS improvements around the campus under an existing agreement.	452,164
8.13	3rd & Main Streetlighting Reimbursement - SCL (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $111,603 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This agreement is necessary for SDOT to be able to share costs with Seattle City Light for the street-lighting work on the 3rd & Main Improvements capital project.	111,603
8.14	RapidRide J Line Reimbursable - SCL (Seattle Department of Transportation)	This item increases revenue–backed appropriation authority by $534,219 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This request is necessary for SDOT to be reimbursed by Seattle City Light (SCL) for new service connections, distribution pole relocations, and vault lid adjustments to existing SCL network vaults that SDOT will perform as part of the RapidRide J-Line project.	534,219

8.15	8th and Denny Signal Reimbursement - SCL (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $33,844 in the Seattle Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This request is necessary to appropriate the increase in reimbursement from Seattle City Light to New Traffic Signals due to additional work of removal and restoration of the sidewalk and work around several large tree roots to install underground conduits as part of the 8th and Denny Way signal update.	33,844
8.16	Airport Way Sidewalk Repair Reimbursement - SPU (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $60,454 in Seattle Department of Transportation in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary for SDOT to appropriate funding from Seattle Public Utilities (SPU) to Sidewalk Safety Repair program for the restoration of approximately 160 sq ft of an uplifted sidewalk in front of Airport Way and the east side of S Forest St.	60,454
8.17	SW Barton St Reimbursement - SPU (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $515,669 in Seattle Department of Transportation in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary to appropriate funding from Seattle Public Utilities (SPU) to the Arterial Asphalt/Concrete Ph 2 program for the relocation and extension of the drainage and wastewater main under SW Barton St.	515,669
8.18	S Hill St Curb Repair Reimbursement - Various (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $3,607 in the Seattle Department of Transportation, in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary to appropriate the reimbursement received from an insurance claim to the Sidewalk Safety Repair Program for a curb repair at 1202 S Hill Street.	3,607
8.19	Denny Way Preservation Reimbursement - SCL (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $17,185 in the Department of Transportation, in the Transportation Fund Major Maintenance/Replacement Budget Control Level (13000-BC-TR-19001). This request is necessary to appropriate additional funding from Seattle City Light to the Arterial Asphalt/Concrete Ph 2 for adding in subsequent bid items and change orders of the street lighting infrastructure as part of the Denny Way Preservation paving project.	17,185

8.20	117th & Pinehurst Sidewalks Reimbursable - SCL (Seattle Department of Transportation)	This item increases revenue-backed appropriation authority by $72,978 in Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item is needed in 2026 as street lighting was installed as part of the 117th and Pinehurst Sidewalks project and actual costs exceeded the estimate, and Seattle City Light reimbursed the Seattle Department of Transportation for the overage. This item supports the existing New Sidewalks CIP (MC-TR-C058).	72,978
8.21	Additional Regional Mobility Grant funds for RapidRide J Line (Seattle Department of Transportation)	This item increases grant–backed appropriation authority by $200,000 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This increase reflects an amended agreement accepted as part of Ordinance 126470 and is necessary for SDOT to be able to use additional Regional Mobility Grant funding from Washington State Department of Transportation's Public Transportation Division for the Rapid Ride J-Line capital project. The amendment adds additional funding for the original scope of work. The period of performance for this grant remains from July 1, 2021 to June 30, 2027. There is a 20% match requirement, which is already budgeted in the project. There are no ongoing cost impacts from this grant.	200,000
8.22	Garfield Super Block Grant Increase (Seattle Parks and Recreation)	This item increases grant-backed appropriation authority by $399,898 in the Seattle Parks and Recreation Department in the Park and Recreation Fund Fix It First Budget Control Level (10200-BC-PR-40000). This item is an amended Washington State Recreation and Conservation Office grant which increases the amount to $2,396,404; the grant was already accepted by Ordinance 127149. This Land and Water Conservation Fund Grant Amendment supports the Major Maintenance and Asset Management Master project (MC-PR-41001), and will be used to support the Garfield Super Block project to renovate a multi-use park with new accessible connections, play and sports areas, and restrooms. This is a reimbursable grant, requiring a total match of $399,898 funded by a combination of Real Estate Excise Tax and Seattle Park District funds, which the project budget satisfies. This amendment will extend the grant expiration date past the original end date. There are no ongoing cost impacts.	399,898

Section 9 – Appropriation Transfers – Capital Budgets

Item #	Title	Description	Amount ($)
9.1	Technology Projects (Seattle City Light)	This budget-neutral item transfers $2 million from the Seattle City Light's Light Fund Customer Focused CIP BSL (41000-BC-CL-Z) to the Light Fund Transmission & Distribution - CIP BSL (41000-BC-CL-Y). In addition, this item reallocates $700,000 of appropriation authority within Seattle City Light's Light Fund Customer Focused CIP BSL (41000-BC-CL-Z). A total of $2.7 million is being transferred from the New Technology CIP (MC-CL-ZF9980) as projects are deferred until 2027. Of this amount, $2 million is being transferred to the Enterprise Software Solution Replacement Strategy CIP (MC-CL-YD9969) to fund the WACS Implementation project and $700,000 is being transferred to the Information Technology Infrastructure CIP (MC-CL-ZF9915) to fund costs related to the DD6900 backup system.	0
9.2	LED Streetlight Conversion (Seattle City Light)	This budget-neutral item reallocates $2.3 million of appropriation authority within Seattle City Light's Light Fund Customer Focused - CIP BSL (41000-BC-CL-Z). Funds are being transferred to the Streetlight LED Conversion Program CIP (MC-CL-ZL8441) to pay for the Public Works contract for James & Cherry Underdeck Lighting & ready-to-implement LED conversion work, including Floodlight Phase 2 (1,000 lights), Laurelhurst and NE neighborhoods (820 lights), and Magnuson Park (60 lights). Funds are being transferred from the Streetlights: Arterial, Residential, and Floodlights CIP (MC-CL-ZL8378) which has available contingency funding that will not be needed this year.	0
9.3	Diablo Emergent Work (Seattle City Light)	This budget-neutral item transfers $3.4 million of appropriation authority from Seattle City Light's Light Fund Customer Focused CIP BSL (41000-BC-CL-Z) to Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X). Funds are being transferred to the Facilities Improvement CIP (MC-CL-XF9103) to address emergent facilities projects not originally budgeted including water quality issues at Diablo, service center space adds, and freight elevator repairs. Of the total amount, $1.4 million is being transferred from the New Technology CIP (MC-CL-ZF9980) and $2 million is being transferred from the Maritime Transportation Electrification CIP (MC-CL-ZS8520) as both projects are experiencing delays.	0

Item #	Title	Description	Amount ($)
9.4	Boundary Fire Main (Seattle City Light)	This budget-neutral item reallocates $500,000 of appropriation authority within Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X). Funds are being transferred to the Boundary Facility - Minor Improvements Program CIP (MC-CL-XB6401) to pay for the Boundary fire main which is an essential personnel safety project. Funds are being transferred from the Diablo Dam - Spill Gate Trunnion Upgrades CIP (MC-CL-XS6610) which has unspent contingency funds which will not be needed.	0
9.5	Boundary Generation Step-up Transformer (Seattle City Light)	This budget-neutral item reallocates $1.4 million of appropriation authority within Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X). Funds are being transferred to the Boundary Powerhouse Generator Step-up Transformer Replacement CIP (MC-CL-XB6493) to encumber additional funds to existing contracts for transformer disposal, isophase bus manufacturing/install, shotcrete abatement, an anticipated price adjustment built into the transformer purchase contract, and Construction Management consultant support. Of the total amount, $493,000 is being transferred from the Diablo Dam - Spill Gate Trunnion Upgrades (MC-CL-XS6610) which has unused contingency funds, $576,000 is being transferred from the Cedar Falls/South Fork Tolt - Minor-Improvements CIP (MC-CL-XC6406) which is delayed while resources are directed to higher priority work, and $371,000 is being transferred from the Ross Dam - AC-DC Distribution System Upgrade CIP (MC-CL-XS6373) which has unused contingency funds.	0
9.6	Boundary Station Service Transformer (Seattle City Light)	This budget-neutral item reallocates $1.9 million of appropriation authority within Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X). Funds are being transferred to the Boundary Station Service Transformer Replacement CIP (MC-CL-XB6627) to complete specifications for transformers, design duct bank and distribution layout, and encumber initial funds for transformer manufacturing. Of the total amount, $1.234 million is being transferred from Cedar Falls Substation & Bank 6 Replacement CIP (MC-CL-XC6573) as funds are not needed as project nears completion. The remaining $667,000 is being transferred from the Boundary - DC Battery System & Charge Modernization CIP (MC-CL-XB6566) which has delayed engineering until next year.	0

Item #	Title	Description	Amount ($)
9.7	Communication Equipment (Seattle City Light)	This budget-neutral item reallocates $430,000 of appropriation authority within Seattle City Light's Light Fund Transmission & Distribution - CIP BSL (41000-BC-CL-Y). Funds are being transferred to the Communication Improvements CIP (MC-CL-YD9009) for equipment purchases to maintain and expand critical communications infrastructure used to monitor network alarms. Of the total amount, $150,000 is being transferred from the Substation Plant Improvements CIP (MC-CL-YS7750) and $280,000 is being transferred from the Substation Transformer Replacements CIP (MC-CL-YS7776) as both projects have been deferred to 2027 due to permitting and longer lead times on transformer procurement.	0
9.8	Relaying Improvements (Seattle City Light)	This budget-neutral item reallocates $750,000 of appropriation authority within Seattle City Light's Light Fund Transmission & Distribution - CIP BSL (41000-BC-CL-Y). Funds are being transferred to the Relaying Improvements CIP (MC-CL-YS7753) to fund relaying projects as there are additional available outage opportunities to perform this work. Funds are being transferred from Substation Transformer Replacements CIP (MC-CL-YS7776) due to deferment to 2027 because of longer lead times on transformer procurement.	0
9.9	Boundary Powerhouse Unit 52 (Seattle City Light)	This budget-neutral item reallocates $3.4 million of appropriation authority within Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X) and transfers $5.1 million of appropriation authority from Seattle City Light's Light Fund Conservation & Environmental - CIP BSL (41000-BC-CL-W) to Seattle City Light's Light Fund Power Supply - CIP BSL (41000-BC-CL-X). A total of $8.5 million is being transferred to the Boundary Powerhouse - Unit 52 Generator Rebuild CIP (MC-CL-XB6535) to fund the design-build public works contract as well as smaller contracts for refurbishment of various components. $5.1 million is being transferred from the Environmental Claims CIP (MC-CL-WC3133) due to underspend in 2025 which carried forward into 2026 and is not needed. $2.9 million is being transferred from the Cedar Falls Substation & Bank 6 Replacement CIP (MC-CL-XC6573) as the project is complete and these funds are not needed. $542,000 is being transferred from the Boundary - DC Battery System & Charge Modernization CIP (MC-CL-XB6566) because there are contingency funds available as the risks did not materialize.	0

Item #	Title	Description	Amount ($)
9.10	Safe Streets for All Sidewalks Construction Transfer (Seattle Department of Transportation)	This item transfers appropriation authority in the amount of $2,871,000 from the Department of Transportation, within the Transportation Levy Fund Mobility-Capital Budget Control Level (10399-BC-TR-19003). This item transfers $2,871,000 from the New Sidewalks MC-TR-C058 master project to the Safe Streets And Roads for All MC-TR-C125 master project to fund the construction of new sidewalks. This item is needed in 2026 as the project is in design.	0
9.11	Urban Forestry Capital Establishment Transfers (Seattle Department of Transportation)	This item transfers $339,650 in appropriation from the Central Waterfront Imp Fund Central Waterfront Budget Control Level (35900-BC-TR-16000) to the Central Waterfront Imp Fund Major Maintenance/Replacement Budget Control Level (35900-BC-TR-19001). This item transfers appropriation authority to collect appropriations from multiple projects to the Urban Forestry Capital Establishment Program. This is a standard budgetary adjustment for projects as they enter the closeout phase so that SDOT can close Capital projects in a reasonable time-frame while still ensuring sufficient budget to pay for tree establishment costs for five years.	0
9.12	Better Bike Barriers – Transfer between BCLS (Seattle Department of Transportation	This item transfers appropriation authority in the amount of $997,356 from Seattle Department of Transportation, in the 2024 Seattle Transportation Fund Mobility-Capital Budget Control Level (10399-BC-TR-19003) to Seattle Transportation Fund Major Maintenance/Replacement Budget Control Level (10399-BC-TR-19001). This item is needed to move appropriations to correct the Budget Summary Level from where the master project MC-TR-C127 Better Bike Barriers was originally established in. The transfer is needed in 2026 as the Better Bike Barriers Program has active projects.	0

Section 10 – Position Adds

Item #	Title	Description	FTE
10.1	Automated Traffic Enforcement Administrative Support (Law Department)	This item adds 1.0 FTE of a Paralegal-Law to the Law department to provide administrative support to handle increased automated traffic camera violations including processing discovery and calendaring requirements for these citations. Please see item 4.6 of this ordinance for the associated appropriation for this position.	1.0

Item #	Title	Description	FTE
10.2	Automated Traffic Safety Camera (ATSC) Expansion (Seattle Municipal Court)	This item adds 2.0 Court Cashiers and 1.0 FTE Magistrate needed for the expansion of the Automated Traffic Safety Camera work to the Seattle Municipal Court. Please see item 4.8 of this ordinance for the associated appropriation for the positions.	3.0
10.3	Reimbursable Support to Vigor Shipyard/USN (Seattle Fire Department)	This item adds a term-limited Fire Captain to serve as the primary liaison between Vigor Shipyard and the U.S Navy, ensuring coordination, compliance, and staffing for recurring drills as vessels rotate through the shipyard. This position will sunset in 2028 once the period of performance is completed. (see related item 1.18 in the mid-year grant acceptance ordinance for SFD).	1.0
10.4	Capital Projects Coordinator, Sr. position authority (Seattle Center)	This item changes 1 full-time position of Capital Projects Coordinator, Sr. in Seattle Center from a TLT to a permanent position. The TLT position term ends December 3, 2026. Seattle Center will use existing budget in its capital improvement program to fund this position. This position will provide support for bond preparation as well as bond-related project management should the bond measure be enacted.	1.0
10.5	Extreme Risk Protection Order Attorney (Law Department)	This item adds 1.0 FTE of a City Attorney to the Law Department in the Criminal Budget Control Level (LAW-PO-LW-J1500). Ongoing, this position will cost approximately $228,000 annually. This attorney will be dedicated to handling Extreme Risk Protection Orders (ERPO) which require the immediate surrender of firearms and concealed pistol licenses. The goal of this position is to add resources to address the growing risk of gun violence on Seattle streets by removing firearms from those the court deems high risk through a civil action. Factors which support extreme risk designation include: Recent acts/threats of violence, patterns of acts/threats of violence within the past 12 months, behavior suggesting imminent threats, violations of protection orders or no contact orders, previous or existing ERPOs, violation of previous/existing ERPOs, hate crime convictions, and ownership/access to or the intent to possess firearms.	1.0

Item #	Title	Description	FTE
10.6	Assistant City Prosecutor (Law Department)	This item adds an Assistant City Attorney Prosecutor position in the Law Department. The position—anticipated to cost approximately $176,000 annually including benefits—would serve as a new Human Trafficking Prosecutor cross-deputized with the King County Prosecuting Attorney's Office to prosecute felony human trafficking cases in coordination with the Seattle Police Department. The role is expected to be hired and onboarded in the fourth quarter of this year, with a proposal for ongoing funding to be included in the 2027-2028 Proposed Budget.	1.0

Edin Sisic
Seattle City Council
August 11, 2026
D3

Amendment A Version 1 to CB 121253 - CBO 2026 Mid-Year Supplemental ORD

Sponsor: Councilmember Lin

Add $500,000 GF to HSD for Community Investments in Impacted Areas in Northern District 2

Effect: This amendment would add $500,000 General Fund to the Human Services Department (HSD) for investments in highly impacted areas around Little Saigon, including North Beacon Hill and North Rainier neighborhoods. The increase to HSD in this amendment is intended to fund two neighborhood outreach positions. This amendment includes a carry-forward provision so that any unspent funding at year-end will continue into future fiscal years until fully expended or abandoned by a future ordinance.

Add a new item to Section 2 of CB 121253 as follows, and renumber item numbers as needed:

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in 2026, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2026 Budget, appropriations for the following items in the 2026 Budget are increased by ~~$136,470,095~~ $136,970,095 from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/ BCL Code	Amount ($)
2.44	Human Services Department	General Fund (00100)	Promoting Public Health (00100-BO-HS-H7000)	$500,000

Unspent funds so appropriated for item 2.44 shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Edin Sisic
Seattle City Council
August 11, 2026
D3

Amendment B Version 1 to CB 121253 - CBO 2026 Mid-Year Supplemental ORD

Sponsor: Councilmember Kettle

Restore $250,000 GF to SPD for CCTV Expansion

Effect: This amendment would increase the appropriation to the Seattle Police Department (SPD) by $250,000 General Fund to support the proposed expansion of closed-circuit television (CCTV) cameras to the Capitol Hill neighborhood. The funding is intended to restore resources reduced from SPD for this program in Amendment 7 to Council Bill 121253.

The restored SPD funding would be used to continue planning and implementation for CCTV expansion, pending the Mayor's study on CCTV effectiveness. If, following the study, a decision is made to expand CCTV deployment, this restored funding ensures SPD retains the capacity to advance the project without requiring any additional supplemental appropriation in 2026.

This amendment also modifies the proviso for the Technology Assisted Crime Prevention Program, increasing the provisoed amount by $250,000 to reflect the restored SPD CCTV funding.

Amend Section 2 of CB 121253 as follows, and renumber item numbers as needed:

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in 2026, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2026 Budget, appropriations for the following items in the 2026 Budget are increased by ~~$136,720,095~~ $136,970,095 from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/ BCL Code	Amount ($)
2.40	Seattle Police Department	General Fund (00100)	Technical Services (00100-BO-SP-P8000)	$250,000

Edin Sisic
Seattle City Council
August 11, 2026
D3

Amend Section 13 of CB 121253 as follows:

Section 13. The following proviso in the 2026 budget is modified as follows:

Item	Department	Council Budget Action	Proviso	CIP Project/ID
13.1	Seattle Police Department	SPD-108-A	"Of the appropriation in the 2026 budget for the Seattle Police Department, $4.~~65~~9 million is appropriated solely for Technology Assisted Crime Prevention Program and related activities and may be spent for no other purpose."	N/A

Legislation Text

File #: CF 314550, **Version:** 1

Request for modification of conditional approval of a petition of Swedish Health Services to vacate the alley in Block 95, Terry's Second Addition to the City of Seattle (CF 314304 and CF 314477).

The Clerk File is provided as an attachment.

HCMP Law Offices | Hillis Clark Martin & Peterson P.S.

June 18, 2026

Via Email (Rob.Saka@seattle.gov)

Councilmember Rob Saka
Seattle City Council
600 4th Ave. 2nd Floor
Seattle, Washington 98104

Re: *Modifying Grant of Approval for Alley Vacation in Block 95 for Swedish Health Services (CF 314304, CF 314477)*

Dear Councilmember Saka:

Swedish Health Services ("Swedish") manages the Swedish First Hill campus in Seattle. Swedish seeks to modify the City's grant of approval for the petition to vacate the alley in Block 95, Terry's Second Addition, within City Council District 3, in the block bounded by Boren Avenue, Cherry Street, Minor Avenue, and Columbia Street ("Block 95"). The alley vacation approval was originally approved in Clerk File 314304, and then extended in Clerk File 314477.

Swedish is constructing a $1.4 billion new hospital across the street from Block 95. The original Medical Office Building and loading facility planned for the Block 95 site has been deferred. However, the First Hill community and Swedish desire to build the public improvements tied to the alley vacation in Block 95. The proposed modifications to the City's grant of conceptual approval to vacate the alley in Block 95 will allow Swedish to construct those public improvements and to obtain title to the Block 95 alley land, before completing the now deferred Block 95 project. To achieve those goals, we enclose a proposed revised grant of conceptual approval for your review.

Please let us know if any additional information would be helpful in pursuing this modification. Thank you for your attention to this matter.

Very truly yours,

Nancy Bainbridge Rogers

Nicole E. De Leon

cc: Joy Hollingsworth (Joy.Hollingsworth@seattle.gov)
Lish Whitson (Lish.Whitson@seattle.gov)
Rebecca Masking (Rebecca.Masking@seattle.gov)
ND: 25373.003 4917-8001-5528v3

IN THE MATTER OF THE REQUEST OF SWEDISH HEALTH SERVICES TO FURTHER MODIFY THE GRANT OF APPROVAL FOR THE PETITION OF THE VACATION OF THE ALLEY IN BLOCK 95, TERRY'S SECOND ADDITION, WITHIN CITY COUNCIL DISTRICT 3, IN THE BLOCK BOUNDED BY COLUMBIA STREET, MINOR AVENUE, CHERRY STREET, AND BOREN AVENUE

CLERK FILE 314304
CLERK FILE 314477
CLERK FILE 314550

The City Council modifies its grant of approval of the Swedish Health Services petition contained in Clerk File 314304 approved August 8, 2016, and the extended approval as described in Clerk File 314477, so as to authorize vacation of:

> **The alley lying within Block 95, Terry's Second Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, Page 87, Records of King County, Washington; Containing an area of 3,841 square feet or 0.0882 Acres, more or less; Situate in the City of Seattle, King County, Washington**

Clerk File 314550 is granted subject to the following:

The vacation is granted to allow the Petitioner to redevelop Block 95 substantially in conformance with the medical and support uses identified for the site in the Major Institution Master Plan for Swedish Medical Center First Hill Campus adopted by Ordinance 121965, such as the project presented to the City Council in August of 2016, and for no other purpose.

The vacation is granted upon the Petitioner meeting the following conditions, which are modified versions of the conditions contained in Clerk Files 314304 and 314477. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; the appraised value of the alley lands and all fees are paid, prior to the passage of the street vacation ordinance.

1. All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by the Seattle Department of Transportation; elements of the street improvement plan and required street improvements to be reviewed include:

Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, and landscaping around the site and the off-site public benefit features, including but not limited to these specific elements:

- Marion to Madison sidewalk and plantings;
- Minor & Seneca curb bulbs, sidewalks, furnishings & plantings;
- University & Summit traffic circle;
- Boylston & Seneca curbs bulbs, sidewalk, furnishings, & plantings;
- Boylston & Marion curb bulbs & sidewalk;
- Broadway Avenue plantings;
- Wayfinding signs and street tree replacement;
- Public art in the ROW along the First Hill Mile;
- Columbia & Cherry expanded and enhanced pedestrian streetscape;
- Pedestrian controlled signal at Boren & Cherry; and
- Pedestrian controlled signal at Minor & James.

It is expected that construction of the street improvements listed in this section will occur pursuant to an SDOT-approved Street Improvement Permit and be completed in two years.

2. Any remaining utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. Utilities impacted may include:

   - Seattle City Light;
   - Seattle Public Utilities;
   - Puget Sound Energy; and
   - CenturyLink Communications.

   Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of the utility facilities.

3. It is expected that development of the improvements listed in Condition 1 will commence within approximately 2 years after this approval and will be completed before the expiration of this conditional approval in 2029. The petitioner shall provide SDOT with quarterly reports, following Council approval of the vacation, providing updates on the redevelopment within the

Major Institution Master Plan, schedule, and progress on meeting the conditions of approval.

4. Completion of a development project on Block 95 is not a precondition to granting the Alley Vacation. The petitioner may seek a final ordinance granting the vacation after a Property Use Development Agreement, as described in condition 8, has been negotiated.

5. The Petitioner shall work with the City to develop an appropriate interim condition at the site, (e.g., graded, erosion controlled, and secured), and the Petitioner will install those interim improvements on the same timeframe as the construction of the street improvements listed in Condition 1. This interim condition shall be maintained by the Petitioner until redevelopment of the property occurs.

6. Access to the Block 95 property may include three access points, unless otherwise approved by SDCI or SDOT: two driveways on Cherry Street and one exit-only driveway on Columbia Street. Curb cuts associated with these access points will be constructed together with any development activity on the site, and their presence described in the Property Use and Development Agreement required by condition 8.

7. The Petitioner is a health care facility, for which maintaining a healing environment is paramount. In the context of maintaining the healing environment, free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the vacation public benefit features; however, the Petitioner shall retain the right to preclude any such activities in the event they interfere with the provision of healthcare services in a healing environment. Members of the public may be asked to leave for conduct that unreasonably interferes with the enjoyment of the space by others or unreasonably interferes with the provision of healthcare services in a healing environment that includes but is not limited to, activities that create noise that interferes with patients' rest and recovery, and interfere with access to care including emergency care and physician services. Signage clearly identifying public access and allowed free speech activities is required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.

8. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) shall be required to ensure that the public benefit elements remain open and accessible to the public 24 hours per day, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage shall be

provided as described in Condition 7. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT may request additional review by the Design Commission of the implementation of the public benefit elements or the pedestrian enhancements, as necessary. Public benefit elements in the right-of-way require additional SIP review, street use permits and indemnification; public and private areas must be clearly distinguished and markers in the sidewalk shall be required. The public benefit requirements include the following features as well as corresponding development standards, including approximate square footage dimensions:

Block 95 Alley Vacation Proposal

	Public Benefit Component	Description	Quantity	Estimated Cost[1]
1	**First Hill Mile**	Sidewalk & pedestrian crossing improvements		$1,300,000
		• Marion to Madison sidewalk and plantings	4,800 SF	
		• Minor & Seneca curb bulbs, sidewalk furnishings and plantings	2,650 SF	
		• University & Summit traffic circle	925 SF	
		• Boylston & Seneca curb bulbs,	3,870 SF	
		• Sidewalk, furnishings and plantings • Boylston & Spring traffic circle • Boylston & Marion curb bulbs and sidewalk • Broadway Avenue plantings • Wayfinding signs • Street tree replacements	1,130 SF 2,715 SF 830 SF 11 39	
2	**First Hill Park Contribution**	Contribution toward improvements to First Hill Park	$500,000	
3	**Public Art**	Public art in the ROW along the First Hill Mile	$300,000	
4	**Minor Avenue Voluntary Setback**	Setback along Minor Avenue	1,700 SF	$125,000
5	**Boren Avenue Voluntary Setback**	Setback along Boren Avenue	1,200 SF	$90,000
6	**Columbia St. Row Improvements**	Expanded and enhanced pedestrian streetscape	980 SF	$40,000
7	**Cherry St. Row Improvements**	Expanded and enhanced pedestrian streetscape	560 SF	$70,000
8	**Pedestrian Controlled Signal**	Pedestrian controlled signal at Boren & Cherry	1	$200,000

[1] In 2016 dollars.

9	**Pedestrian Controlled Signal**	Pedestrian controlled signal at Minor & James	1	$200,000
			TOTAL	**$2,825,000**

Granted by the City Council the _____ day of _____, 2026, and signed by me in open session in authentication of its passage this _____ day of _____, 2026.

_____

President _____ of the City Council

Seattle Department of Transportation

August 3, 2026

Honorable Rob Saka, Chair
Transportation, Waterfront, and Seattle Center Committee
Seattle City Council
600 Fourth Avenue
Seattle, Washington 98104

Subject: Modification of City Council conditions for Swedish Health Services for the Block 95 alley vacation in Clerk File 314304 and 314477.

Dear Council Member Saka and Honorable Members of the Committee:

We are forwarding Swedish Health Services ("Swedish" or "Petitioner") request to modify the conditions imposed by the City Council in Clerk Files 314304 and 314477. Swedish is requesting these conditions be modified to remove the obligation to complete the construction of the medical office building and loading facility at Block 95, while maintaining that Block 95 be developed in accordance with the Swedish First Hill Major Institution Master Plan. Swedish will complete the public benefits and other conditions the City Council imposed in Clerk Files 314304 and 314477.

SDOT supports the modification to the City Council conditions and recommends approval.

CITY COUNCIL DISTRICT

The proposed development is within the boundaries of City Council District 3.

PREVIOUS COUNCIL REVIEW

In 2016, the Sustainability and Transportation Committee reviewed the proposed expansion of the Swedish First Hill Campus. A public hearing was held on the proposal, and the Committee considered the alley vacation. The Committee and the full Council granted the vacation subject to conditions (Clerk File 314304).

In 2021, the Transportation and Utilities Committee heard Swedish's request to extend the timeline for completion to 2029. The Committee and the full Council granted this request (Clerk File 314477).

REQUEST FOR MODIFICATION OF COUNCIL CONDITIONS

Swedish has been constructing a new hospital across the street from Block 95. The planned medical office building and loading facility on Block 95 has been deferred due to current economic conditions. Swedish is proposing completing the public benefits and remaining conditions tied to the Block 95 alley vacation in Clerk File 314477, but removing the obligation to complete the specific medical office building and loading facility as a condition to fulfill its obligations, while maintaining that the site be developed for the uses identified in terms Major Institution Master Plan. Once Swedish completes the remaining City Council conditions associated with the Block 95 alley vacation, SDOT would prepare a final vacation ordinance to be considered by City Council.

COMPLETED COUNCIL CONDITIONS

Swedish has contributed $491,000 funding to Parks for improvements to First Hill in 2020.

REMAINING COUNCIL CONDITIONS

1. Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, and landscaping around the site and the off-site public benefit features. The off-site public benefit features include:
    a. Sidewalk and pedestrian crossing improvements, including:
        i. Marion Street to Madison Street sidewalk and plantings;
        ii. Minor Avenue and Seneca Street curb bulbs, sidewalks, furnishings and plantings;
        iii. University Street and Summit Avenue traffic circle;
        iv. Boylston Avenue and Seneca Street curb bulbs, sidewalk, furnishings and plantings
        v. Boylston Avenue and Marion Street curb bulbs and sidewalk;
        vi. Broadway Avenue plantings; and
        vii. Wayfinding signs and street tree replacement.
    b. Public art in the right-of-way along the First Hill Mile.
    c. Minor Avenue voluntary setback.
    d. Columbia Street and Cherry Street expanded and enhanced pedestrian streetscapes;
    e. Pedestrian controlled signal at Boren Avenue and Cherry Street; and
    f. Pedestrian controlled signal at Minor Avenue and James Street.
2. Develop the public benefit elements as defined by City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements are maintained by the Petitioner and that these elements remain open and accessible to the public 24 hours per day, with signage informing the public that these spaces are accessible to the public.
3. The utility issues resolved to the full satisfaction of the utility (Seattle City Light, Seattle Public Utilities, Puget Sound Energy, CenturyLink Communications, etc.). This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner.

SDOT recommends that the request from Swedish to modify the conditions of Clerk File 314477 be granted.

Sincerely,

Angela Brady, P.E.
SDOT Acting Director

AB:ag