



CITY OF SEATTLE

City Council

Agenda - Revised

Tuesday, June 16, 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

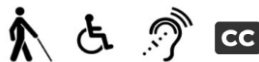
Dan Strauss, Member

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

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

Council Chamber Listen Line: 206-684-8566

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



CITY OF SEATTLE

City Council Agenda - Revised

June 16, 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 527](#)

June 16, 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 571](#) June 9, 2026

Attachments: [Minutes](#)

Bills:

2. [CB 121227](#) An ordinance appropriating money to pay certain claims for the week of June 1, 2026, through June 5, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

Appointments:

GOVERNANCE AND UTILITIES COMMITTEE:

3. [Appt 03510](#) Appointment of Sarah Champ as member, Seattle Public Utilities Customer Review Panel, for a term to July 31, 2028.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

4. [Appt 03520](#) Appointment of Rajat Aggarwal as member, Community Technology Advisory Board, for a term to December 31, 2026.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

5. [Appt 03521](#) Appointment of Colin Sanders as member, Community Technology Advisory Board, for a term to December 31, 2026.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

6. [Appt 03522](#) Reappointment of Aishah Bomani as member, Community Technology Advisory Board, for a term to December 31, 2026.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

7. [Appt 03523](#) Reappointment of Phillip Meng as member, Community Technology Advisory Board, for a term to December 31, 2026.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

8. [Appt 03524](#) Reappointment of Omari Stringer as member, Community Technology Advisory Board, for a term to December 31, 2026.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

9. [Appt 03525](#) Appointment of Friday O. Enabulele as member, Community Technology Advisory Board, for a term to December 31, 2027.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

10. [Appt 03526](#) Appointment of Kathleen Rohde as member, Community Technology Advisory Board, for a term to December 31, 2027.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

11. [Appt 03527](#) Appointment of Venita Subramanian as member, Community Technology Advisory Board, for a term to December 31, 2027.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

12. [Appt 03528](#) Reappointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, for a term to December 31, 2027.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

GOVERNANCE AND UTILITIES COMMITTEE:

1. [CB 121221](#) An ordinance relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a contract with Waste Management of Washington, Inc., to provide recycling processing services for The City of Seattle; and ratifying and confirming certain prior acts.

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

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

Opposed: None

Attachments: [Att 1 - Contract with Waste Management, Inc.](#)

Supporting

Documents: [Summary and Fiscal Note](#)

HOUSING, ARTS, AND CIVIL RIGHTS COMMITTEE:

2. [Res 32209](#) A resolution approving the proposed charter amendments recommended by the board of the Seattle Social Housing Developer.

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

In Favor: 4 - Foster, Lin, Hollingsworth, Rinck

Opposed: None

Attachments: [Att A - Restated Seattle Social Housing Developer Charter](#)

Supporting

Documents: [Summary and Fiscal Note](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 527, **Version:** 1

June 16, 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
<u>By: Strauss</u>		
1. CB 121227	An ordinance appropriating money to pay certain claims for the week of June 1, 2026, through June 5, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Hollingsworth</u>		
2. Appt 03542	Appointment of Zahoor Ahmed as member, Washington State Convention Center Public Facilities District Board, for a term to July 30, 2030.	Governance and Utilities Committee
<u>By: Lin</u>		
3. Appt 03533	Reappointment of Jamie Madden as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2027.	Land Use and Sustainability Committee
<u>By: Lin</u>		
4. Appt 03534	Reappointment of Sophia Benalfew as member, Equitable Development Initiative Advisory Board, for a term to February 29, 2028.	Land Use and Sustainability Committee
<u>By: Lin</u>		
5. Appt 03535	Reappointment of Diana Paredes as member, Equitable Development Initiative Advisory Board, for a term to February 29, 2028.	Land Use and Sustainability Committee
<u>By: Lin</u>		
6. Appt 03536	Appointment of T.J. Stutman as member, Seattle Planning Commission, for a term to April 15, 2028.	Land Use and Sustainability Committee
<u>By: Lin</u>		
7. Appt 03537	Appointment of Amir Ehsaei as member, Seattle Planning Commission, for a term to April 15, 2029.	Land Use and Sustainability Committee

By: Lin

8. [Appt 03538](#) Appointment of Hailey P. Karcher as member, Seattle Planning Commission, for a term to April 15, 2029. Land Use and Sustainability Committee

By: Lin

9. [Appt 03539](#) Appointment of Patrick W. Taylor as member, Seattle Planning Commission, for a term to April 15, 2029. Land Use and Sustainability Committee

By: Lin

10. [Appt 03540](#) Reappointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to April 15, 2029. Land Use and Sustainability Committee

By: Lin

11. [Appt 03541](#) Reappointment of Andrew L. Dannenberg as member, Seattle Planning Commission, for a term to April 15, 2029. Land Use and Sustainability Committee

By: Juarez

12. [CB 121228](#) An ordinance relating to the City Light Department; authorizing the execution of a five-year agreement with Washington State Ferries, a division of the Washington State Department of Transportation, for the construction of system improvements associated with Pier 48 and the Seattle Terminal (Colman Dock, Pier 52) Electrification Project and negotiation and execution of an operations agreement; and ratifying and confirming certain prior acts. Parks and City Light Committee

By: Juarez

13. [CB 121229](#) An ordinance relating to King County Conservation Futures Levy proceeds; authorizing the Mayor or designee to enter into Amendment 6 to the Conservation Futures Interlocal Cooperation Agreement between King County and The City of Seattle for Open Space Acquisition Projects; authorizing the deposit of both the 2025 reallocations and the 2026 allocations from King County Conservation Futures Levy proceeds into The City of Seattle's Park and Recreation Fund; and ratifying and confirming certain prior acts. Parks and City Light Committee

By: Juarez

14. [CB 121230](#) An ordinance relating to the Seattle Parks and Recreation; authorizing the Superintendent to identify, negotiate, and acquire real property and property rights in the Delridge neighborhood of West Seattle for the permanent preservation and expansion of the Delridge Native Forest; authorizing blanket authority for future acquisition of real property in the Delridge Native Forest including property that may have connection with Sound Transit's West Seattle Link Extension, which is expected to require park Parks and City Light Committee

greenspace conversions; authorizing execution of purchase and sale agreements, escrow instruments, and related documents as funding is appropriated; and ratifying and confirming certain prior acts.

By: Juarez

15. [CB 121231](#) An ordinance relating to the City Light Department; establishing new retail rate schedules; establishing a new customer class and conditions of service for data centers whose electricity demand constitutes a new large load; modifying customer charges for service connections; modifying customer eligibility for residential rate assistance; augmenting the rate stabilization account mechanism; amending Sections 21.49.020, 21.49.030, 21.49.040, 21.49.052, 21.49.055, 21.49.057, 21.49.058, 21.49.060, 21.49.065, 21.49.083, 21.49.086, 21.49.110, and 21.49.130 of the Seattle Municipal Code; adding a new Section 21.49.059 to the Seattle Municipal Code; and repealing Section 21.49.081 of the Seattle Municipal Code.
- Parks and City Light Committee

By: Juarez

16. [Res 32210](#) A resolution relating to the City Light Department; adopting a 2027-2032 Strategic Plan for the City Light Department and endorsing the associated rate path.
- Parks and City Light Committee

By: Juarez

17. [Appt 03529](#) Appointment of H Bradley Kahn as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.
- Parks and City Light Committee

By: Juarez

18. [Appt 03530](#) Appointment of Phillip Meng as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.
- Parks and City Light Committee

By: Juarez

19. [Appt 03531](#) Appointment of Rebecca J. Rasch as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.
- Parks and City Light Committee

By: Juarez

20. [Appt 03532](#) Appointment of James Williams as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.
- Parks and City Light Committee

By: Kettle

21. [CB 121232](#) An ordinance relating to the operations of the Community Assisted Response and Engagement Department; describing the duties of the Community Crisis Responder team; amending Section 3.15.060 of the Seattle Municipal
- Public Safety Committee

Code; and adding a new Section 3.15.064 to the Seattle Municipal Code.

By: Juarez

22. [CB 121233](#)

An ordinance relating to closing public streets to maintain or enhance public safety; authorizing the Director of Transportation to close streets; amending Section 11.16.125 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Public Safety
Committee

By: Saka

23. [CB 121226](#)

An ordinance relating to a sales and use tax; providing for the submission to qualified electors of the City at an election to be held on November 3, 2026, a proposition to collect a sales and use tax to fund transit and related transportation programs in Seattle; and ratifying and confirming certain prior acts.

Select Committee
on Seattle
Transportation
Benefit District



Legislation Text

File #: Min 571, **Version:** 1

June 9, 2026

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, June 9, 2026

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

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

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on June 9, 2026, pursuant to the provisions of the City Charter. The meeting was called to order at 2:04 p.m., with Council President Hollingsworth presiding.

B. ROLL CALL

Present: 8 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Saka, Strauss

Late Arrival: 1 - Rivera

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Peter Hasegawa
Darius Irani
Daniel Richards
Srija Nagireddy
Patrick Schloesser
Nicole Grant
Rob Johnson
Kenn Pitts
Kevin Smith
Billy Heatherington
Justin Bare
Calvin Priest
Luke McClure
Kshama Sawant
Bering Sienichi
Ron Hornung
Clement Dievlesaint
Noah Williams
Michele Hausman
Dominic Wolfgang Wallace
Coco Justino
Rich Voget
Rebecca Young
Lauren Redfield
Evan Sutton
Emily Johnston
Jody Lineman
Will Dreher
Scott McClay
Anne O'Neill
Peter Tynan
Patrick McKee
Adrian Reyna Chavoya
Sara Shoemaker
Clive Hayward
Ben Jones
Audrey Wang Gosselin
Paul Wang Gosselin
Nivi Achanta

Councilmember Rivera joined the meeting at 2:47 PM

Kathryn Dawson
Jacqueline Kientzler

Councilmember Kettle left the Council Chamber at 2:50 PM

Aidan Carroll
Anny Gakhokidze
Adara Shilling

Councilmember Kettle entered the Council Chamber at 2:52 PM

Allison Broder
Aubrey Koskela
Alexa Adkins
John Bito
David Haines
Michele Atkins
Bobby Righi
Hunter Adelson
Austin Zaccor
Sophie Rice
Keith Carpenter
Catherine Tier
Howard Gale
Kendra
Alecia
Brian Dang
Ashley Whitesides
Alice Lockhart
Renaissance
Anoop Gangiredly
Yvette Dinish
Valerie Costca
Bennett

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 526](#)

June 9, 2026

By unanimous consent, the Introduction and 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 proposed agenda was amended to move Agenda Item 7, Appointment 03497, to be first under Committee Reports.

By unanimous consent, the Agenda was adopted as amended.

G. APPROVAL OF CONSENT CALENDAR

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

Journal:

- 1. [Min 570](#) June 2, 2026

The Minutes (Min) 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 121223](#) **An ordinance appropriating money to pay certain claims for the week of May 25, 2026, through May 29, 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

HUMAN SERVICES, LABOR, AND ECONOMIC DEVELOPMENT COMMITTEE:

- 7. [Appt 03497](#) **Appointment of Sandra J. Valenciano as Director of Public Health - Seattle and King County.**

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

In Favor: 5 - Rinck, Foster, Hollingsworth, Juarez, Saka

Opposed: None

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

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

Opposed: None

The Council President invited Sandra J. Valenciano, Director of Public Health - Seattle and King County, to address the Council.

CITY COUNCIL:

- 1. [Res 32208](#) **A resolution retiring introduced and referred Council Bills, Resolutions, Clerk Files, and Appointments that have received no further action.**

Motion was made by Council President Hollingsworth and duly seconded to adopt resolution 32208.

The Motion carried, 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

PARKS AND CITY LIGHT COMMITTEE:

2. [Res 32204](#) **A resolution relating to data centers; committing to studying the potential for data centers to impact electrical grid capacity and reliability, water usage, utility rates, land use and development, jobs and the economy, and public health; and requesting engagement and cooperation from the Executive in the development of data center policies and potential legislation; and anticipates related legislative action.**

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

In Favor: 3 - Juarez, Saka, Strauss

Opposed: None

ACTION 1:

Motion was made by Councilmember Kettle, duly seconded and carried, to amend Resolution 32204, as shown on Attachment 1 to the Minutes.

The Resolution (Res) was adopted as amended 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

LAND USE AND SUSTAINABILITY COMMITTEE:

3. [CB 121214](#) **An ordinance relating to land use and zoning; introducing a new definition for data centers; adopting a moratorium on the filing, acceptance, processing, or approval of applications for the establishment or expansion of, or change of use to, data centers; amending Section 23.84A.008 of the Seattle Municipal Code; approving a work plan; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.**

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

In Favor: 5 - Lin, Strauss, Foster, Hollingsworth, 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

4. [CF 314549](#) **Application of Eagle Rock Ventures and 5201 Rainier, LLC, for an extension of the contract rezone of the property at 5201 Rainier Avenue South. Original contract rezone application approved through CF 314311 and Ordinance 125632 (Project No. 3018378-LU; Type IV).**

The Committee recommends that City Council grant the Clerk File (CF).

In Favor: 4 - Lin, Strauss, Foster, Rinck

Opposed: None

Absent(NV): 1 - Hollingsworth

A public comment period was opened to provide an opportunity for rebuttals to the Ex Parte Communication related to Clerk File 314549.

There were no comments.

The public comment period was closed.

The Clerk File (CF) was granted by the following vote:

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

Opposed: None

5. [CB 121220](#) **An ordinance relating to land use and zoning; approving the extension of a contract rezone approved by Ordinance 125632 and accepting an amended Property Use and Development Agreement for a property located at 5201 Rainier Avenue South (Application by Eagle Rock Ventures and 5201 Rainier, LLC, C.F. 314549, SDCI Project 3018378-LU).**

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

In Favor: 4 - Lin, Strauss, Foster, Rinck

Opposed: None

Absent(NV): 1 - Hollingsworth

ACTION 1:

Motion was made by Councilmember Lin, duly seconded and carried, to amend Council Bill 121220, Exhibit A, by substituting the unexecuted Property Use and Development Agreement with the executed Property Use and Development Agreement.

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

TRANSPORTATION, WATERFRONT, AND SEATTLE CENTER COMMITTEE:

- 6. [Res 32205](#) **A resolution affirming the importance of Seattle Center as a central civic, cultural, and economic asset for The City of Seattle; acknowledging the urgent imperative to restore its aging infrastructure and grounds, renovate its buildings, and revitalize the Seattle Center Campus; requesting that the Mayor direct City departments in a capital planning effort for Seattle Center; anticipating a decision on a bond measure to fund its capital investment by the end of 2027; committing to exploring all viable funding options to support its modernization; declaring Council priorities and calling upon the Executive to direct departmental resources and budget allocations in support of its capital improvements.**

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

In Favor: 5 - Saka, Rinck, Foster, Kettle, Lin

Opposed: None

ACTION 1:

Motion was made by Councilmember Kettle, duly seconded and carried, to amend Resolution 32205, as shown on Attachment 2 to the Minutes.

The Resolution (Res) was adopted as amended 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

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

Councilmember Rinck presented a letter for signatures that will be sent to King County related to ongoing discussions that King County is having regarding creating a Transportation Benefit District for roads.

The following Councilmembers affixed their signatures to the letter:
8 - Foster, Hollingsworth, Juarez, Lin, Rinck, Rivera, Saka, Strauss

By unanimous consent, Councilmember Strauss was excused from the July 7, 2026 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 4:39 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 16, 2026.

Joy Hollingsworth, Council President of the City Council

Attachment 1 - Action 1 of Resolution 32204

Attachment 2 - Action 1 of Resolution 32205

Attachment 1 – Action 1 of RES 32204

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

Amendment A Version 1 to RES 32204 - LEG Data Center Policy Development

Sponsor: Councilmember Kettle

Amend recitals and list of subjects for study in Section 1

Effect: This amendment would add two recitals regarding government, healthcare, education reliance on data centers and the existence of data centers in Downtown Seattle. It would also modify another recital to clarify that growth in the use of artificial intelligence has accelerated demand for “hyperscale” data centers. This amendment would also add to the list of subjects for study regarding the potential impacts of data centers.

Amend the recitals as follows:

Recitals:

Data centers may be generally defined as facilities used primarily for the housing, operation, or co-location of computer and communications equipment and handling, storing, managing, processing, and backing up of digital data, and associated infrastructure such as cooling systems, backup power systems, and battery storage.

Businesses, government entities, including public safety, as well as healthcare facilities, educational institutions, and others all rely on the data storage and processing that data centers provide.

Several smaller scale data centers exist in Seattle today, all in Downtown Seattle.

The growth in the use of artificial intelligence has led to rapidly accelerating demand for new, hyperscale data centers.

Amend Section 1 as follows:

Section 1. The City will study the potential for data centers to impact:

A. Electrical grid capacity and reliability by burdening the electrical transmission system and requiring commensurate capital improvements;

B. Water usage by consuming large quantities of fresh water to cool equipment;

C. Utility rates by increasing demand for power and increasing capital costs that Seattle City Light must pass on to all customer classes;

D. Land use and development by occupying large amounts of scarce commercial and industrial space;

E. Jobs and the economy by supporting increased adoption of automation technologies that make human workers redundant while employing few local workers for operation and simultaneously exporting income to corporations and individuals that may or may not reside in Seattle;

F. Public health by producing noise, light, water, and air pollution; ~~((and))~~

G. The rights of Federally Recognized Tribes, Urban Indians, and native communities to exercise any express or implied treaty rights to access and fish in all usual and accustomed places as has occurred since time immemorial~~((-))~~; and

H. The successful operation and resiliency of existing businesses, government entities, including public safety, as well as healthcare facilities, educational institutions, and others.

Attachment 2 – Action 1 of RES 32205

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

Amendment A Version 1 to RES 32205 - LEG Seattle Center Capital Funding RES

Sponsor: Councilmember Kettle

Engagement on Seattle Center Projects

Effect: This amendment to RES 32205, the Seattle Center Capital Funding Resolution, would add language to Section 3 to request the Executive to direct City departments to engage with people who live, work and play at Seattle Center’s facilities and grounds and in the adjacent neighborhoods to inform prioritizing and timing of potential capital projects.

Amend Section 3 of RES 32205 as follows:

Section 3. The Council requests that the Executive direct the coordinated effort of City departments including Seattle Center, City Budget Office, Department of Transportation, Seattle City Light, Seattle Public Utilities, and others to:

- A. Assess Seattle Center’s long-term capital and infrastructure needs;
- B. Identify priority projects necessary to maintain safety, accessibility, and operational continuity;
- C. Consider areas for modernization of facilities, amenities, and other capital assets to ensure Seattle Center’s continued usefulness and longevity; ~~((and))~~
- D. Engage with people who live, work, and play at Seattle Center’s facilities and grounds and in the adjacent neighborhoods of Uptown, Queen Anne, South Lake Union, and Belltown to inform prioritizing and timing of potential projects; and
- ~~((D-))~~ E. Develop ongoing approaches to future investments that reflect both urgency and fiscal constraints.



Legislation Text

File #: CB 121227, **Version:** 1

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

The City of Seattle

Ordinance

Council Bill

An ordinance appropriating money to pay certain claims for the week of June 1, 2026, through June 5, 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 \$20,713,300.63 on PeopleSoft 9.2 mechanical warrants numbered 4101032272 - 4101034012 plus manual or cancellation issues for claims, e-payables of \$81,127.34 on PeopleSoft 9.2 9100016203 - 9100016214, and electronic financial transactions (EFT) in the amount of \$111,403,487.32 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 \$73,568,854.56 on City General Salary Fund mechanical warrants numbered 10485707 - 10486065 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1020843 representing Gross Payrolls for payroll ending date June 02, 2026, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council June 11, 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 June 16, 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 June 1, 2026, through June 5, 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.

2. Capital Improvement Program (CIP)

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

Yes

No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

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.

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

OCF Payment of Bills SUM

Susan Yi

D1

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

N/A



Legislation Text

File #: Appt 03510, **Version:** 1

Appointment of Sarah Champ as member, Seattle Public Utilities Customer Review Panel, 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: Sarah Champ		
Board/Commission Name: Seattle Public Utilities Customer Review Panel		Position Title: <i>Member</i>
X Appointment OR Reappointment	City Council Confirmation required? X Yes No	
Appointing Authority: X City Council Mayor Other: <i>Fill in appointing authority</i>	Term of Position: * 8/1/2025 to 7/31/2028 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Downtown	Zip Code: 98101	Contact Phone No.:
Background: Sarah Champ (District 7 / Downtown) is a waste reduction and recycling professional with strong experience in asset management and infrastructure lifecycle planning. She currently works as a Waste Reduction and Recycling Program Analyst with Kitsap County and previously worked in water utility asset management. A longtime Seattle renter, she brings deep knowledge of solid waste systems, upstream waste reduction strategies, and cross-department collaboration. Her background supports SPU's Zero Waste vision, affordability priorities, and equity-centered service delivery.		
Authorizing Signature (original signature): Date Signed (appointed): 5/4/2026	Appointing Signatory: Joy Hollingsworth Seattle City Council President	

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

Personal Information for Application

Please complete the information below for your volunteer application

1. First and Last Name *

Sarah Champ

2. Pronouns *

she/her

3. Email Address *

[Redacted]

Please enter an email

4. Phone number *

[Redacted]

5. Address *

6. Neighborhood *

7. Education

8. Employer & Occupation

9. Would you be participating as a representative of your employer, organization, or community group? *

Yes

No

Maybe

10. Are you currently employed or contracted with the City of Seattle? *

Yes

No

Community Experiences & Memberships

Help SPU learn about your experiences, connections, and memberships in community.

11. Describe one topic you would like SPU's Customer Review Panel to address.

I would like the Customer Review Panel to address how SPU systematically integrates equity considerations across all infrastructure planning and in asset management. While SPU has made commitments to environmental justice and developed equity planning tools, I'm interested in addressing whether these tools are consistently applied agency-wide across all divisions and business units, or if their use varies by program area.

Specifically, I would want the panel to explore consistency in equity tool application. Are there formal policies requiring the use of equity assessment frameworks throughout the planning process, from asset management to capital project prioritization? How do we ensure that infrastructure investments in historically underinvested neighborhoods like South Park and Georgetown are not one-time initiatives but part of a sustained, equitable approach?

Related to this, I believe the Strategic Business Plan can better highlight how SPU collaborates with other City departments and regional partners to advance shared sustainability and equity goals. Many of the priorities of SPU, such as waste reduction, cross departmental boundaries. I would like the panel to explore how SPU can use its Strategic Business Plan to motivate, influence, and co-design solutions with other city agencies.

For example, SPU could expand circular economy efforts by partnering with the SPL to strengthen existing "library of things" models, similar to the City of Toronto's system where residents can borrow musical instruments, tools, and other items.

12. Seattle Public Utilities actively seeks candidates who represent diverse community perspectives. Please describe your experience with SPU's services and programs and the unique perspectives you might be able to contribute in this role.

As a long-time SPU customer who has lived in Seattle for seven years, first in the University District in shared housing environments, and now in downtown, I have experienced SPU's services through several different lenses. As a renter and former student living with multiple housemates, affordability, predictability of bills, and clarity of communication were all essential. I have previously used SPU's digital materials on conservation, water-wise habits, and utility-saving tips, and I often shared these resources with roommates and friends who were also navigating tight budgets. These experiences give me a strong appreciation for how important accessible, plain-language communication is for people who may not own property or have control over the systems in their home.

I would also bring the perspective of a queer white woman who understands how intersecting identities shape people's experiences with public services. My personal and professional background in community-focused work has made me attentive to how different groups experience barriers related to affordability, outreach, language access, and trust in institutions. I care deeply about ensuring that utility programs meet the needs of residents who live in apartments, are new to the city, are navigating financial constraints, or may feel disconnected from traditional civic processes.

In addition to my lived experience as a customer, I currently work for Kitsap County in the Solid Waste Division as a Waste Reduction and Recycling Program Analyst. This role grounds me in the realities of how waste systems, recycling programs, contamination reduction, and customer outreach operate on the ground.

13. Describe the connections you have in your community. Include any community advocacy, civic engagement, or organizational affiliations

I am connected to several Seattle community networks through sustainability, renter-focused, and queer community spaces. I participate in local tool library communities and stay engaged with transportation and climate advocacy through Seattle Neighborhood Greenways. Living downtown near Pike Place has also connected me with nearby food banks, senior centers, and volunteer networks that support vulnerable residents. In addition, I am active in queer recreational and social groups, which gives me insight into how LGBTQ+ community members (many of whom are renters, students, or early-career workers) experience affordability challenges in the city. Much of my broader community is made up of renters navigating tight budgets, in shared housing.

14. Is there anything else you would like us to know?

I would also bring professional experience that aligns closely with SPU's focus on long-term planning, equity, and customer service. I previously worked as an Asset Management Specialist at a water district in California, where I supported infrastructure data asset tracking. I also worked at Sound Transit, which strengthened my understanding of how large public agencies balance service reliability with community needs.

In addition, as a student at the University of Washington, I managed a free technology lending program that served over 40,000 students. This role taught me how to design equitable access to public resources, manage limited assets responsibly, and provide clear customer communication for a diverse population.

Together, these experiences have shaped my commitment to ensuring that public services are reliable, transparent, and accessible to everyone. I would bring a community-centered perspective to the Customer Review Panel, with a strong dedication to equity and strategic, long-term thinking.

Demographics

Please complete the demographic questions below.

15. Age (enter below) *

26

16. Race/Ethnicity (please select all that apply)

- Caucasian / White
- African American / Black
- American Indian or Alaska Native
- Chinese
- Japanese
- Korean
- Vietnamese
- Hispanic / Latino
- Native Hawaiian
- Filipino
- Samoan
- Asian Indian
- Chamorro
- Other Asian (e.g., Pakistani, Cambodian, Hmong, etc.)

Other Pacific Islander (e.g., Tongan, Fijian, Marshallese, etc.)

Other

17. Gender (enter below)

Female

18. How did you hear about this opportunity?

Email newsletter

19. I certify that the above application information is accurate and complete to the best of my knowledge. I understand that the information provided is subject to public records request unless it is specifically exempt from the Washington State Public Records Act. *

Yes

No

Seattle Public Utilities Customer Review Panel

13 Members: Pursuant to Resolution 31825, all members subject to City Council confirmation, 3-year terms:

- 6 City Council-appointed
- 7 Mayor-appointed
- 0 Other Appointing Authority-appointed (specify):

Roster: April 2026

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F	2	1.	Member	Nafiso Samatar	8/1/2024	7/31/2027	1	Mayor
	F	1	2.	Member	Robin Schwartz	8/1/2025	7/31/2028	2	Council
	F	2	3.	Member	Miki Sodos	8/1/2021	7/31/2027	2	Mayor
	M	n/a	4.	Member	Manav Goel	8/1/2024	7/31/2027	1	Council
	F	6	5.	Member	Allison Mettler	8/1/2024	7/31/2027	1	Mayor
	F	6	6.	Member	Gretchen Glaub	8/1/2021	7/31/2027	2	Council
	M	5	7.	Member	Jeremy Febus	8/1/2025	7/31/2028	1	Mayor
	F	4	8.	Member	Rita Howard	8/1/2025	7/31/2028	1	Council
	F	1	9.	Member	Amanda Richer	8/1/2025	7/31/2028	2	Mayor
	F	2	10.	Member	Ebony Rose Frazier	8/1/2025	7/31/2028	2	Council
	M	6	11.	Member	Stan Diddams	8/1/2025	7/31/2028	1	Mayor
			12.	Member (Young Adult)	Sarah Champ	8/1/2025	7/31/2028	1	Council
	M	3	13.	Member (Young Adult)	Gabriel Navarro	8/1/2025	7/31/2028	1	Mayor

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

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 03520, **Version:** 1

Appointment of Rajat Aggarwal as member, Community Technology Advisory Board, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Rajat Aggarwal*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment **Reappointment** ***Term of Position:** *1/1/2025 to 12/31/2026*

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: *Belltown*

Appointee brief overview:

With 12 years of software development experience spanning cloud computing, e-commerce, education, semiconductors, and marketing, Rajat brings a wealth of technical expertise to the table. Beyond his professional work, he is a dedicated tech educator at local senior centers, where he advocates for personal and policy-level scam protection. This hands-on community experience gives Rajat grounded perspective on how Seattle IT’s digital literacy and discounted service initiatives can quietly but profoundly elevate the quality of life for seniors.

Appointing Authority Signature:

Date Signed: *5/14/2026*

Appointing Authority Printed Name and Title:

*Joy Hollingsworth
Council President
Seattle City Council*

Rajat Aggarwal

Passionate & versatile software developer with over 12 years of experience in software industry in companies focused on marketing, semiconductor, education products, e-commerce, cloud computing. I am passionate about engaging with the community and actively volunteering in diverse cultural and technical organizations.

COMMUNITY INVOLVEMENT

- Tech tutoring and smartphone help volunteer at Pike Market Senior Center & Wallingford Senior Center. (Aug '23 to Present)
- Founder of India Research & Information Services, leading a team of 4 to spread awareness about government welfare schemes in India. (Jan'24 to Sep'24)
- Board member Immanuel Catholic Services homelessness shelter program with experience in fundraising, advertisement and program development. (Apr '19 to Apr' 21)
- Center for Wooden Boats (CWB) volunteer with 100 hours of experience at reception, dock and boat maintenance and livery. (Aug '22 to Present)
- Seattle King County Clinic volunteer performing patient intake & registrations, ensuring meticulous data collection (Apr '23)
- Student Assembly Member & Director of Events of graduate student body at Arizona State University (Dec '14 to May '16)
- President of student organization Graduate Engineering Student Services Association at Arizona State University leading weekly tech seminar and interview sessions. (Jul '15 to May '16)

PROFESSIONAL EXPERIENCE

Founder & Small Business Owner, Confidential LLC

Nov '24 - Present

- Founded company to help seniors be more confident, self-reliant and safe using tech devices with personalized sessions.
- Managed business development strategies for marketing, operations, finances and client communications.
- Communicated and advised Seattle community on scam prevention strategies on Nextdoor & in senior centers.
- Hosted seminars in library, senior centers & online on tech topics like – AI, Using Cloud, Smartphones, Password Management.

Senior Data Infrastructure Engineer, HubSpot

Mar' 23 - Present

- Managed DNS, networking, compute & cost saving measures within Kubernetes infrastructure and etcd datastore.
- Orchestrated lifecycles for Zookeeper, Memcached, and Hollow clusters to support HubSpot product teams effectively.
- Engineered a DNS-based service discovery solution for Memcached clients, optimizing system operations.
- Technologies used: Python, AWS EC2, Karpenter, Kubernetes, Prometheus, etcd, Memcached, Zookeeper, Hollow

Senior Software Developer, Compass

Aug' 20 – Mar' 23

- Saved over \$100K per month by transitioning compute to resilient usage of Spot instances in Kubernetes clusters.
- Led rebuild of Kubernetes cluster and migration of over 1400 apps across 40 teams within Compass to the upgraded K8 cluster.
- Managed Listing Services that hosted and served company critical business listing data in RDS Postgres database.
- Improved instrumentation and visibility into Kubernetes cluster metrics by streamlining dashboards, monitors, and alerts.
- Technologies used: AWS EKS, Docker, Kubernetes, Helm, IAM, EC2, VPC, CloudFormation, Python, RDS, Datadog

Software Development Engineer II, AWS Batch, Amazon Web Services

Jan '19 – Jun'20

- Launched AWS Batch service in three new AWS regions by onboarding with dependent services and bootstrapping configurations.
- Mentored summer intern on a scalable Business Intelligence project to compute AWS Batch's revenue estimates.
- Led and implemented 5-month CI/CD automation efforts for service deployment saving 2720 hours of deployment time per year.
- Technologies used: AWS CloudFormation, CloudWatch, S3, EC2, ECS, DynamoDB, SpotFleet, RPC, API-GW, Lambda

Software Development Engineer, Amazon Business, Amazon

Nov '16 – Jan '19

- Performed full stack development of service that allow buyers to request for quantity discount and sellers to set discounts.
- Built a validation system to provide real time error messages to sellers for their product documents uploads.
- Undertook cost reduction of EC2 hosts, bringing down utilization costs by 20%.
- Technologies used: React, Redux, Spring, AWS S3, AWS DynamoDB, REST, RPC

Software Developer, Pearson

Jun '16 – Nov '16

- Developed Pearson's educational software specifically focused on parsing and ingestion of class roster data.
- Undertook full stack development of a multi-jobs application with implementation of messaging queues using Spring Integration.
- Built APIs to read from and write to MongoDB database collections.

- Technologies used: Spring, Spring Batch, Spring Integration, MongoDB, Angular.js

NVIDIA Graphics: Software Quality Assurance Engineer, Pune, India

Jul '12– Jul '14

- Tested Android Camera drivers for NVIDIA Tegra mobile microprocessor for functionality, stability and performance.
- Developed test scripts for automation farm and unit tests using Linux shell scripts and Android media framework programs.

EDUCATION

- Master's in Computer Science, Arizona State University (GPA 3.89) **May '16**
- Bachelor of Engineering in Computer Science, SRCOEM, Nagpur, India (GPA 3.70) **Apr '12**
- Course work: Software Security, Distributed Database Systems, Foundations of Algorithm, Data Mining, Data Visualization, Mobile Computing, Computational Humanities, Computer Graphics, Advanced Geometric Modeling, Planning & Learning in AI.

TECHNICAL SKILLS

Computer Languages Java, C++, C, Python, SQL, MATLAB, C#, R, Mathematica
 Web development JavaScript (d3.js, jQuery, AJAX, numeric.js, Parallel.js, WebGL, three.js, Bootstrap, Angular.js, react.js), HTML5, CSS3, XML/XHTML, JSON, PHP, SOAP, RESTful service, JSP, Servlets, Apache Tomcat, XAMPP
 Cloud Computing AWS Lambda, API-GW, Lambda, Batch, S3, EC2, ECS, DynamoDB, SpotFleet, CloudFormation, CloudWatch, EKS
 Databases MySQL, MongoDB, Postgres, DynamoDB, RDS, Zookeeper, Memcached, Hollow, etcd

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03521, **Version:** 1

Appointment of Colin Sanders as member, Community Technology Advisory Board, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Colin Sanders*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment **Reappointment** ***Term of Position:** *1/1/2025 to 12/31/2026*

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: *Denny Triangle*

Appointee brief overview:

Colin is a senior software engineer at AWS with five years of experience across data center hardware operations, security infrastructure, and AI tooling. He is interested in contributing technical perspective on infrastructure, AI, and cybersecurity to the City's technology policy work. Colin hopes to contribute a perspective that he believes is currently underrepresented in Seattle's tech policy conversations: the physical infrastructure beneath the digital systems we are setting policy around. AI policies sit on top of an infrastructure boom that is reshaping the Pacific Northwest's energy grid, water use, and supply chains. Colin works on that infrastructure daily and can speak to what is happening at both the physical layer and the application layer. Colin is interested in CTAB because of the technology decisions Seattle is making - on AI, on data infrastructure, on privacy - overlap directly with the work he does, and would like to put time and skills toward the public side of those decisions.

Appointing Authority Signature:

Date Signed: 05/14/2026

Appointing Authority Printed Name and Title:

*Joy Hollingsworth
Council President
Seattle City Council*

Colin Sanders

SUMMARY

Senior software engineer at AWS with five years of experience across data center hardware operations, security infrastructure, and AI tooling. Live and work in downtown Seattle. Interested in contributing technical perspective on infrastructure, AI, and cybersecurity to the City's technology policy work.

RELEVANT EXPERIENCE FOR CTAB

- **Data center infrastructure:** Currently lead hardware quality engineering and automation for AWS server deployment from manufacturing into data center operations — direct experience with the physical infrastructure underlying cloud and AI workloads, including supply chain, hardware vetting, and operational reliability.
- **AI systems and governance:** Serve as MCP tool reviewer for Amazon's GenAI community, evaluating AI integrations across the company. Built LLM-powered tooling for security investigation. Founded and shipped Shuolio, an AI-powered Mandarin learning iOS app, giving me end-to-end perspective on consumer AI products.
- **Cybersecurity and privacy:** Previously led engineering for security findings pipelines processing 2.5M+ events/second across Amazon's infrastructure. Designed audit and compliance systems with full traceability. Background in detection authoring, rate limiting, and large-scale data privacy considerations.

PROFESSIONAL EXPERIENCE

Senior Software Development Engineer, Amazon — AWS Hardware Engineering Seattle, WA • Feb 2026 – Present

- Lead hardware quality testing and automation for server deployment across AWS data centers, covering manufacturing vetting, landing automation, and operational quality systems.
- Work directly with the physical infrastructure that powers cloud and AI compute — supply chain, hardware reliability, and the systems that get servers from factory floor into production.

Senior Software Development Engineer, Amazon — Security Pipeline Engineering Seattle, WA • Sept 2024 – Feb 2026

- Technical lead for 10-engineer team on multi-year program affecting 100% of Amazon Security findings.
- Built domain-specific language and execution engine processing hundreds of thousands of transactions per second with full audit trail for compliance.
- Built MCP tool servers for LLM-powered vulnerability triage, reducing manual investigation from days to minutes. MCP tool reviewer for Amazon-wide GenAI community.

Software Development Engineer, Amazon — Cloud Security & Amazon Business Austin, TX • Jan 2022 – Sept 2024

- Built CLI tooling and APIs for cloud compliance detection authoring across 2M+ AWS accounts; achieved 99.9% detection accuracy across billions of daily events.
- Led development of unified B2B integration platform supporting Punchout, eInvoicing, and API integrations for Amazon Business external partners.
- Won 2024 Amazon Business Hackathon by building LLM-based operational support tool using RAG and Claude/Bedrock.

CIVIC & INDEPENDENT WORK

- **Shuolio (shuolio.app):** Founded and shipped AI-powered Mandarin conversation practice app on the iOS App Store. Full-stack mobile product with real-time voice interactions between users and an AI tutor.

EDUCATION

University of Alabama — M.S. Computer Science • GPA 4.0 2020 – 2022
University of Alabama — B.S. Computer Science • GPA 4.0, Outstanding Senior Award 2018 – 2021

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03522, **Version:** 1

Reappointment of Aishah Bomani as member, Community Technology Advisory Board, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Aishah Bomani

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Education Member*

Appointment Reappointment *Term of Position: 1/1/2025 to 12/31/2026

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: *Maplewood (Renton)*

Appointee brief overview:

Aishah Bomani is an educator, born and raised in South Seattle. Aishah has served in both public and private education sectors, and is currently the Seattle Public School’s first Digital Equity Manager. Aishah has over ten years of experience working with students and families of diverse racial and economic backgrounds and establishments. Aishah graduated from Seattle University with a Bachelor of Arts in English Literature, and from the University of Massachusetts-Boston with a Master’s in Education with a focus on learning, teaching, and educational transformation. Aishah’s goal as an educator is to cultivate space by engaging in proactive dialogues to establish likeminded goals that are geared towards dismantling systemic discrimination among the diverse demographics of the student population and is committed to uphold values centered in student success through equity, innovation, and social justice.

Appointing Authority Signature:

Date Signed: 5/21/26

Appointing Authority Printed Name and Title:

*Katie B. Wilson
Mayor of Seattle*

AISHAH Bomani



PROFESSIONAL EXPERIENCE

DIGITAL EQUITY PROGRAM MANAGER | SEATTLE PUBLIC SCHOOLS

DEC. 2020 – PRESENT | SEATTLE, WA

- Provides coaching and consultancy support on racial equity-focused culturally responsive community engagement best practices
- Optimize program performance and implement measurement strategies aligned with the Seattle Excellence strategic plan
- Partners with multiple departments to help shape curriculum and execute programs to support learners
- Implements racial equity analysis tools, community engagement processes and procedures to advance equity policies
- Meet with outside vendors to deliver high-quality equipment and services for schools and manage performance levels
- Collaborates with city representatives and team to support the priority strategic areas of their Digital Equity Plan
- Participates in collaborative networks to plan and present aligned goals to implement into various projects
- Partner and lead interns through projects focused on equity in technology based in academic settings

STUDENT AND FAMILY ADVOCATE | SEATTLE PUBLIC SCHOOLS

FEB. 2018 – JUNE 2020 | SEATTLE, WA

- Coordinate various resources for 52% of students receiving free/reduced lunch
- Partnered directly with McKinney-Vento to support students and families with transportation, academic, housing support, and weekly food donations from local food banks
- Build a network with community-based organizations which increased community involvement by 40%
- Develop and implement equitable programs that encourage student leadership and family involvement; student council, Boys to Men mentorship for Black/Brown males, etc.
- Successfully exceeded Levy goals for attendance monthly and quarterly via goal setting and implementations of student-centered initiatives
- Participate in the areas of data-driven decision-making, literacy, tiered interventions, academic and social MTSS, Common Core compliance, lesson planning, school culture, and behavior management
- Assist classroom teachers with academic and behavioral support
- Collaborate with local food bank to provide weekend grocery bags for students and families

PRINCIPAL | MERCY ASSOCIATION

AUG. 2014 – FEB. 2018 | Seattle, WA

- Provide leadership and direction to students, staff, families and community and district partnerships
- Created staff leadership teams to further functionality of school programs
- Fiscally manage a monthly budget of \$50K with computerized accounting system
- Facilitate monthly professional development trainings centered in culturally responsive practices to close the achievement gaps
- \$1million dollar non-profit fundraising

AISHAH BOMANI



EXPERIENCE CONTINUED

LITERACY TEACHER | MERCY ASSOCIATION

AUG. 2013 – AUG. 2014 | SEATTLE, WA

- Foster an educational environment conducive to the learning and maturation process of assigned students; plan an instructional program designed to meet individual student needs and whole groups which may include at risk or special needs youth; prepare lesson plans.
- Use necessary and appropriate instructional methods and materials, which are suited to the well-being of the students and to the nature of the learning activities, program and/or curriculum involved; implement established program or curriculum objectives; attend in-service training and continue to improve professional growth through study and experimentation to remain current in methods and techniques for instruction.
- Establish and implement, in a positive and supportive manner, classroom policies and procedures governing student behavior and conduct; provides guidance, counseling, and discipline to encourage students to meet standards of achievement and conduct.
- Confer with students, parents or guardians, and other staff, maintaining an open positive relationship as appropriate to provide guidance and evaluation, and to encourage student achievement.
- Establish classroom goals and objectives, in conformation with courses of study specified by State and School District statutes, regulations and guidelines; evaluate and record student progress; prepare reports for parents or guardians.
- Collect and interpret a variety of data; provide reports for administrative purposes.
- Attend or participate in all required staff meetings and other activities deemed necessary by the District and/or building principal, in order to accomplish the objectives of the position and for professional achievement.

LITERACY COACH | MERCY ASSOCIATION

SEP. 2011 – JUNE 2012 | SEATTLE, WA

- Participate in mentor training provided by program
- Provide mentoring support and assistance to the students to encourage college attendance.
- Meet with assigned students based upon agreed work schedule
- Assist in the development of skills necessary for students to succeed both personally and academically
- Assist assigned students in developing realistic career/academic goals and expectations
- Participate in the planning of enrichment activities
- Accompany students on field trips and other activities related to the program
- Evaluate and document experiences of assigned students
- Provide resource information to students
- Perform other duties as assigned by the program director/coordinator

EDUCATION

MASTER OF EDUCATION

Learning, Teaching and Education Transformation

University of Massachusetts-Boston

Boston, MA

BACHELOR OF ARTS IN

ENGLISH LITERATURE

Seattle University

Seattle, WA

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03523, **Version:** 1

Reappointment of Phillip Meng as member, Community Technology Advisory Board, for a term to December 31, 2026.

The Appointment packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Phillip Meng

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Public Access Member*

Appointment Reappointment *Term of Position: 1/1/2025 to 12/31/2026

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: *Downtown*

Appointee brief overview:

Phillip Meng studies Information Systems, Finance, and Global and Regional Studies at the University of Washington, and is currently a Young Global Professional at the Atlantic Council's GeoEconomics Center. Phillip previously worked at Qualtrics and interned at the Boston Consulting Group, and has researched business and technology policy issues as an intern at the Bipartisan Policy Center. At UW, he leads the Polling and Open Data Initiative at the University of Washington (a data analytics student organization) and Business Impact Group (a small business consulting organization), and is an undergraduate fellow at the Center for Environmental Politics.

Appointing Authority Signature:

Date Signed: 5/21/26

Appointing Authority Printed Name and Title:

*Katie B. Wilson
Mayor of Seattle*

PHILLIP MENG

WORK EXPERIENCE

McKinsey & Company

Engagement Manager
Senior Business Analyst; Business Analyst

Seattle, WA
April 2026 - present
January 2024 - March 2026

Work in electric power / energy transition and technology / media / telecom.

Boston Consulting Group (BCG)

Summer Associate

Seattle, WA
June 2022 - August 2022

Qualtrics

Financial Analyst - Part-Time

Seattle, WA
September 2021 - June 2022

POLICY EXPERIENCE

Atlantic Council

Consultant, GeoEconomics Center
Young Global Professional, GeoEconomics Center

Washington, D.C.
June 2023 - January 2024
January 2023 - June 2023

- Research on trade fragmentation, economic statecraft, and monetary policy. Published 4 articles on emerging trends like [growing gold reserves](#) and [Asia-Africa trade](#). Quoted in [CNN](#) on effects of a U.S. default on China and Japan.
- Part of research team for [CBDC Tracker](#), Bretton Woods 2.0 project, and IMF-World Bank week

Chicago Council on Global Affairs

Public Opinion Intern, Lester Crown Center on US Foreign Policy

Chicago, IL
September 2022 - January 2023

- [2022 Chicago Council Survey](#) team. Published 8 articles, including research briefs on [great-power competition](#) and [pandemic public opinion \(author page\)](#). Analyzed sampling of AAPIs, built visualizations, created topline reports.

Bipartisan Policy Center

Intern, Business Project

Washington, D.C.
August 2022 - December 2022

SERVICE

- Seattle Board of Parks and Recreation Commissioners
- Seattle Community Technology Advisory Board
- Pacific Chapter of the American Association for Public Opinion Research

WRITING

Neumann, R., Lang, S., & **Meng, P.** (2025). 'Have Your Say' in practice: assessing citizens' use of the EU's public consultation platform. *European Politics and Society*, 26(5), 1122–1142.

Policy writing: 14 articles for the Atlantic Council, Bipartisan Policy Center, and Chicago Council

Conference presentations: Council on European Studies (U. Iceland), European Union Studies Association (U. Pittsburgh)

EDUCATION

University of Washington

BA, triple major in Finance, Global and Regional Studies, and Information Systems

Seattle, WA
2023

Mary Gates Honors Scholar | Interdisciplinary Honors | Phi Beta Kappa

GPA: 3.99/4.0 (summa cum laude)

Led small-business consulting organization (150+ students), started social-impact data analytics organization, and served as co-Editor in Chief of the Jackson School Journal of International Studies.

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03524, **Version:** 1

Reappointment of Omari Stringer as member, Community Technology Advisory Board, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Omari Stringer*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment Reappointment *Term of Position: *1/1/2025 to 12/31/2026*

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: *Queen Anne*

Appointee brief overview:

Omari is currently working at Expedia Group in Enterprise Data Management and Governance. Omari is a passionate advocate for fairness, accountability, and transparency in technology, and wishes to bring smart policies in line with smart technology. Since arriving in Seattle for higher education and earning a Master’s in Human Centered Design and Engineering, he fell in love with the Pacific Northwest’s natural beauty and strong sense of community. He brings his public policy, research, and technological experience, as well as lived experiences to inform the strategic direction of the City’s technology portfolio.

Appointing Authority Signature:

Date Signed: 05/14/2026

Appointing Authority Printed Name and Title:

*Joy Hollingsworth
Council President
Seattle City Council*

OMARI STRINGER

Data Privacy & Policy

OBJECTIVE:

Provide technical resource and knowledge to promote user centric policy and utilize privacy enhancing technologies to promote transparency and enhance accountability in data management practices.

PERSONAL PROFILE:

Technologist with a focus on data privacy, ethics, and emerging technologies. Proven enterprise Information Technology professional with formal education in Psychology and Human Centered Design.

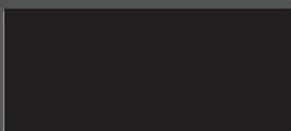
CERTIFICATIONS:

Certified Information Privacy Technologist (CIPT)
IAPP

PROFESSIONAL SKILLS:

Risk Management & Mitigation
Policy Development & Management
Incident Management
Data Loss Prevention
Data Visualization
Web Design & Content Management
Usability Testing

CONTACT DETAILS:



EMPLOYMENT HISTORY:

DATA GOVERNANCE SPECIALIST (PROGRAM MANAGER III)

Expedia Group
September 2022 - Present

- Develop frameworks and implement solutions that manage critical data (such as business critical, PCI, personal data) at-scale, ensuring regulatory requirements are adhered to and embedded in data processes
- Identify areas of continuous improvement potential in regulatory data governance space through design, control and management
- Collaborate with cross-functional teams to integrate Data Governance controls into existing business and technical processes
- Develop mechanisms to gain insight into data access and implement processes to manage data access at-scale

DATA ACCOUNTABILITY STRATEGIST (STRATEGIC ADVISOR II)

City of Seattle
September 2018 - September 2022

- Program management of Seattle Surveillance Ordinance compliance
- Assess and mitigate potential privacy risk of IT systems and projects
- Develop, implement, and socialize Citywide data management policies and controls

SECURITY ANALYST

University of Central Florida
September 2016 - September 2017

- Assessed information security quality control measures and supported project and application development
- Identified and implemented Identity and Access Management policies and best practices
- Assisted with development and launch of Multi-Factor Authentication initiative

ACADEMIC BACKGROUND:

UNIVERSITY OF WASHINGTON

College of Engineering
2017-2019

Master of Science | Human Centered Design & Engineering

UNIVERSITY OF CENTRAL FLORIDA

College of Science
2014 - 2017

Bachelor of Science | Psychology
University Honors

Thesis: [The Sound of Politics: An Examination of Political Orientations and Musical Preferences Among College Aged Adults](#)

CORE SKILLS:

- Effective Communication and Stakeholder Management
- Accountable and Action-Oriented
- Cross-Functional Collaboration
- Process Improvement & Systems Design
- Quantitative & Qualitative Research Methods
- Human Centered Design Process
- Project Management

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03525, **Version:** 1

Appointment of Friday O. Enabulele as member, Community Technology Advisory Board, 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: *Friday O. Enabulele*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment **Reappointment** ***Term of Position:** *1/1/2026 to 12/31/2027*

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: *Pioneer Square*

Appointee brief overview:

Friday Enabulele is a highly accomplished aerospace and technology professional with over 20 years of experience in hardware product development, complex systems engineering, and cross-functional team leadership. He has advised executive leadership, governed large-scale technology ecosystems, and delivered mission-critical programs with budgets of up to \$180 million and teams exceeding 200 staff. Friday brings deep expertise in technology governance, privacy-conscious system design, risk management, and cross-sector stakeholder coordination. His career reflects a strong commitment to building resilient, secure, and inclusive technology solutions that serve diverse communities. As a community-centered technology leader, Friday is passionate about advancing equity, digital inclusion, the integration of artificial intelligence (AI) in nonprofit environments, and civic engagement. He is particularly motivated to contribute to citywide technology initiatives that balance innovation with privacy and equity, supporting inclusive and effective governance. Friday holds an MBA, a master's degree in systems engineering, and a Bachelor of Science in Computer/Electrical Engineering.

Appointing Authority Signature:

Date Signed: *5/21/26*

Appointing Authority Printed Name and Title:

*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.*

COMMUNITY TECHNOLOGY & GOVERNANCE LEADER

Senior Engineering & Program Management Executive**PROFESSIONAL SUMMARY**

Highly accomplished aerospace professional with extensive experience in hardware product development and cross-functional team leadership. Community-centered technology leader with 20+ years of experience advising executive leadership, governing complex technology systems, and delivering large-scale, mission-critical programs with budgets up to \$150M and teams exceeding 200 staff. Deep expertise in technology governance, privacy-conscious systems, risk management, and cross-sector stakeholder coordination. Proven ability to translate complex technical domains into clear, actionable recommendations for senior decisionmakers. Strong commitment to equity, digital inclusion, data responsibility, and public trust. Seeking appointments with the **Seattle Community Technology Advisory Board (CTAB)**.

CORE AREAS OF EXPERTISE**Technology Governance & Strategy**

- Enterprise technology governance & oversight
- Data stewardship, privacy, security, and compliance
- Infrastructure, applications, and systems alignment
- Digital transformation in regulated environments

Community, Equity & Public Impact

- Equity-centered systems thinking
- Technology access and inclusion awareness
- Volunteer board service and community mentorship
- Public-interest and civic technology engagement

Executive & Advisory Leadership

- Advising senior executives and public officials
- Cross-department and multi-stakeholder collaboration
- Translating complex technical issues into policy-ready guidance
- Consensus-building, negotiation, and ethical

Program, Risk & Financial Oversight

- Oversight of \$150M+ portfolios
- Risk, Opportunity & Issue (ROI/RIO) governance
- Performance management (KPIs, SLAs, EVM)
- Resource planning, cost control, and accountability

PROFESSIONAL EXPERIENCE**THE BOEING COMPANY (Active Security Clearance)****Senior Engineering & Program Management Leader** | Jan 2021 – Present**Senior Managerial Advisor – Supplier Quality, HW/SW Governance** | Dec 2024 – Present

- Serve as senior advisor overseeing technology quality, compliance, and governance across suppliers and internal teams.
- Ensure alignment with safety, privacy, regulatory, and performance standards through structured oversight and review.
- Partner with engineering, quality, and regulatory stakeholders to remove systemic barriers and improve accountability.

Senior Manager – Engineering, Test & Technology Programs (Boeing Research & Technology) | Jan 2021 – Dec 2024

- Led enterprise-scale technology programs spanning infrastructure, software, hardware, cybersecurity, and systems engineering.
- Oversaw ~235 staff and a \$130M portfolio, ensuring alignment with strategic priorities, responsible resource use, and performance targets.
- Advised executive leadership with synthesized technical, financial, and risk insights to inform decision-making.
- Championed standardized governance practices, continuous improvement, and responsible technology deployment.

Program Manager – Electrical, Software, Test & Equipment | Jan 2021 – Jan 2022

- Directed global, cross-functional teams delivering advanced communication, navigation, and computing systems.

FRIDAY.O. ENABULELE

- Oversaw research, development, test, and technology readiness while balancing innovation, risk, and operational constraints.
- Implemented governance frameworks for lifecycle management, compliance, and cost efficiency.

RAYTHEON MISSILE SYSTEMS

Program Manager / Integrated Product Team (IPT) Leader | Dec 2017 – Apr 2019

- Led multidisciplinary teams (~155 staff) managing \$80M in mission-critical technology programs.
- Served as senior advisor to leadership on technical risk, schedule impacts, and strategic tradeoffs.
- Briefed senior government stakeholders, translating highly complex systems into clear, actionable insights.

ADDITIONAL BOEING LEADERSHIP EXPERIENCE

(Commercial Aircraft, FAA Certification, and Enterprise Technology Governance)

- Senior IPT Leader & FAA Design Authorized Engineer
- Enterprise Electrical & Systems Engineering Leader
- Supplier governance, quality oversight, and certification authority
- Led multi-site, global teams across full technology lifecycles

COMMUNITY, BOARD & VOLUNTEER ENGAGEMENT

- **Board Member**, multiple community-based nonprofit organizations (2005–Present)
- **Board Member**, IEEE | Life Member, National Society of Black Engineers (NSBE)
- **Mentor**, undergraduate and early-career professionals (NSBE and community programs)
- Long-standing commitment to community empowerment through education, technology access, and leadership development

EDUCATION

Master of Business Administration (MBA), Aviation

Embry-Riddle Aeronautical University

Master of Systems Engineering (MSE)

Missouri University of Science & Technology

Bachelor of Science, Electrical & Computer Engineering

Prairie View A&M University

Associate of Liberal Arts, Information Technology

North Harris College

ADDITIONAL SKILLS & TRAINING

- AI systems literacy, machine learning fundamentals, and responsible AI applications
- Agile governance tools (Jira, SAFe, Azure DevOps)
- Performance analytics (Tableau, EVM, dashboards)
- Advanced documentation, briefing, and public communication

CERTIFICATIONS & CONTINUING EDUCATION (Selected)

- Lean Six Sigma Black Belt
- Program & Supplier Management Best Practices
- Earned Value & Integrated Performance Management
- Data-informed decision-making and dispute resolution
- Ongoing AI & Generative AI professional training

AVAILABILITY

- ✓ Willing and able to serve in a volunteer capacity
- ✓ Available for evening meetings, hearings, and workshops
- ✓ Committed to ethical governance, equity, and public trust

FRIDAY.O. ENABULELE

EDUCATION

Master of Business Administration (MBA), Aviation

Embry-Riddle Aeronautical University

Master of System Engineering (MSE)

Missouri University of Science and Technology (MST), Missouri, Rolla

Bachelor of Science (BS), Electrical /Computer Electronic Engineering

Prairie View A&M, TX

Associate of Liberal Arts in Information Technology

North Harris College, Houston, TX

TECHNICAL SKILLS

- Microsoft Office suit, 365, team, Google doc, open office, Adobe pro, SharePoint and Confluence
- Agile Project tools: Jira, SAFe, Azure DevOps, DOORS, CREO, and MS Project, Windchill, and Cameo.
- Earned value management (EVM), Tableau, Microsoft Project, Excel and PowerPoint, custom dashboards
- Confluence, Jira, Tableau, Lean Manufacturing, Microsoft Project, Excel and PowerPoint, Team.
- Microsoft Trained on AI (Artificial Intelligence) concept of machines ML (Machine Learning).

CERTIFICATIONS

- Boeing Lean +Plus & Six Sigma Black Belt Certification
- Boeing Program Management Best Practices equivalent to PMP certification and
- Boeing Program Supplier Management Best Practices
- Boeing Supplier Quality Management Systems (QMS)
- Boeing Earned Value Management (EVM)
- Boeing Integrated Performance Management (IPM)
- Boeing Identify, Attract, Retain, Develop and Assess (IARDA) skills
- Do-254, Universal Verification Methodology (UVM), ASICs, or Application-Specific Integrated Circuits
- Environmental Management System (ISO 14001)

CONTINUING EDUCATION UNITS (CEUs)

- Alternative Dispute Resolution
- Supply Chain readiness assessment training.
- 160 hours training: Watson – IBM and Microsoft =Artificial Intelligence: Business Strategies and Applications training.
 - IBM AI Developer Professional Certificate in-progress/Intro Generative AI LLMs
- 9 weeks - AI-Based Product Design for machine learning and AI-based products. - neural networks, artificial neurons, and simulation of complex networks
- 80 hours AI-based applications and machine learning algorithms = UI/UX Designers & Leaders/Generative Adversarial Networks (GANs) training.

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03526, **Version:** 1

Appointment of Kathleen Rohde as member, Community Technology Advisory Board, 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: *Kathleen Rohde*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment **Reappointment** ***Term of Position:** *1/1/2026 to 12/31/2027*

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: *Capitol Hill*

Appointee brief overview:

Kathleen is an executive communications leader with 10+ years shaping CEO and senior executives voice across AI, policy, and high-stakes business moments. Trusted partner to senior leaders navigating change, growth, and reputational issues in global technology environments. Strong attention to detail with a proven track record of translating complex technical topics into clear, high-impact communication narratives for internal and external audiences. With more than a decade of experience in strategic communications at the intersection of technology, policy, and civic outreach, Kathleen is eager to support CTAB’s mission to research, study, and recommend policies on issues relating to information and communications technology. Kathleen believes inclusive communication is essential to both building public trust and informing local policy. As a long-term Seattle resident, she is deeply invested in the city’s digital future and passionate about equitable access to information, civic technology, and public trust in digital systems. Kathleen would be honored to contribute to CTAB’s important work and help shape inclusive, forward-thinking technology policy for all Seattleites.

Appointing Authority Signature:

Date Signed: 05/14/2026

Appointing Authority Printed Name and Title:

*Joy Hollingsworth
Council President
Seattle City Council*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Kathleen Rohde

Overview

Executive communications leader with 10+ years shaping CEO and senior executives voice across AI, policy, and high-stakes business moments. Trusted partner to senior leaders navigating change, growth, and reputational issues in global technology environments. Strong attention to detail with a proven track record of translating complex technical topics into clear, high-impact communication narratives for internal and external audiences.

Experience

AMAZON & AMAZON WEB SERVICES (AWS)

Executive Communications Manager, Policy Communications | September 2024 – Present

Leads executive communications for Amazon's Chief Global Affairs and Legal Officer David Zapolsky, shaping messaging on technology, policy, and regulatory issues for global stakeholders.

- Shapes Amazon's global policy narratives through executive communications, including speeches, talking points, op-eds, internal email updates, and social content, with a focus on clarity, precision, and regulatory context.
- Creates executive briefing materials, messaging frameworks, and spokesperson support for high-stakes moments, keynotes, launches, and stakeholder engagements, partnering closely across business teams, surfacing emerging issues, and synthesizing complex technology topics into clear narratives with speed and message discipline.
- Owns social strategy across LinkedIn and X/Twitter, increasing executive reach on LinkedIn by 338% and engagement by 230% year over year, while reinforcing Amazon's messages.
- Secured hundreds of unique articles and high-profile coverage through targeted media engagement, including The Seattle Times, GeekWire, CNBC, Politico, Financial Times, Law.com, CBS, Fast Company, and leading international business publications.

Executive Communications Manager, CEO Communications | September 2021 – September 2024

Served as a primary executive communications partner to Amazon CEO Andy Jassy, leading a global portfolio spanning external engagements, internal communications, media, and partner forums.

- Built executive narratives and talking points that translated complex technical, product, and partnership information into clear messaging aligned to business strategy and company priorities.
- Owned development of scripts, speeches, briefing materials, and messaging frameworks to ensure consistent CEO voice across keynotes, interviews, social content, and internal communications.
- Partnered with senior stakeholders across engineering, policy, product, marketing, PR, operations, and external partners to align communications with business priorities and create storytelling opportunities.

AWS Senior Communications Manager, CEO Communications | June 2021 – September 2021

Led and executed internal and external communications for Amazon CEO Andy Jassy and AWS CEO Adam Selipsky, building distinct and authentic communications strategies for each. Built proactive communication strategies to support leadership transition, including curating and updating core business narratives for each executive.

- Created and maintained systems to ensure message quality and consistency across AWS and Amazon communications during the transition.
- Partnered across teams to maintain executive messaging alignment, keeping content current and ready for fast-moving priorities.

AWS Communications Manager, CEO Communications | April 2019 – June 2021

Served as subject matter expert on CEO voice, developing messaging from business strategies, customer insights, executive priorities, industry trends, partnerships, and research.

- Created and scaled the CEO speaking events program by 550% in Q1 2020-2021 and 95% year over year by building scalable processes, content workflows, and review systems while maintaining message quality.
- Drove product and service launch communications with a direct line to the CEO, establishing messaging standards and review discipline to support competitive differentiation and narrative clarity.
- Led program management for CEO re:Invent keynotes reaching 1.6M+ views in 2020 and 726K+ views in 2019, delivering priority messages to global customers, partners, media, and employees.
- Tailored messages and prep materials, evaluated event participation, collaborated with internal and external stakeholders, provided onsite support, mitigated risks in every step, and distributed top-level messaging across AWS and Amazon.
- Served as central point of contact aligning communications deliverables across marketing, PR, legal, analyst relations, video, demo, social, launch, and event teams, including management of external agencies.

AWS Public Relations Specialist | April 2018 – April 2019

Led business-critical press programs and issues management.

- Directed press programs for AWS re:Invent and regional summits, coordinating with product, partner, and marketing teams to secure top-tier coverage on cloud innovation and customer success.
- Designed and implemented issue tracking and crisis mechanisms across AWS PR to manage high-risk inquiries, while keeping narratives mission aligned.

Amazon Events Recruiter | November 2016 – April 2018

Managed logistics, stakeholder communication, and execution for high-volume international hiring events, demonstrating rapid adaptability across multiple concurrent priorities.

EVANTA, A CEB COMPANY

Content Director and Program Coordinator | August 2015 – November 2016

Contact for Fortune 1000 executives, developing leadership agendas based on their business challenges. Created unique narratives reflecting evolving industry and technology priorities for 30+ summits and conferences.

COLLEGE POSSIBLE

Communications Coordinator | August 2014 – August 2015

Wrote, edited, and pitched press releases securing features across 10 local media outlets, emphasizing education impact data. Led brand awareness campaigns, driving constituent engagement.

Education

PACIFIC UNIVERSITY, OREGON

B.A. Media Arts – Journalism (*cum laude*)

Core Skills

Executive communications; Narrative development; Spokesperson preparation; Internal communications and all-hands; Issues and change management; Reputation response; Media strategy; Cross-functional program leadership; Editorial planning; Stakeholder communications; Social strategy.

References

Available upon request.



COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03527, **Version:** 1

Appointment of Venita Subramanian as member, Community Technology Advisory Board, 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: *Venita Subramanian*

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment **Reappointment** ***Term of Position:** *1/1/2026 to 12/31/2027*

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: *Phinney Ridge*

Appointee brief overview:

Venita is a principal UX Design Leader at Microsoft focused on secure-by-design practices, responsible AI, and large-scale digital experience strategy. She cares deeply about how technology shapes community wellbeing and who is left out when innovation moves faster than public understanding or access. Seattle is navigating critical questions around digital equity, broadband affordability, accessibility, cybersecurity, and AI policy, and Venita is motivated to contribute to this work through a public-interest lens rooted in community voice and long-term impact. Venita has led initiatives influencing more than 22,000 employees across several teams and functions at Microsoft, elevating organizational maturity and strengthening safety, trust, and accountability. Experienced in building and scaling new design disciplines, shaping policy-aligned practices, and translating complex technical challenges into clear, human-centered systems. First-generation child of Indian immigrants raised in the UAE, bringing a multicultural, multilingual perspective to equity and access. Venita wants to help bridge the gap between rapid technological change and the residents it impacts, ensuring that decisions are made with context, transparency, and a commitment to the public good.

Appointing Authority Signature:

Date Signed: *5/21/26*

Appointing Authority Printed Name and Title:

*Katie B. Wilson
Mayor of Seattle*

VENITA SUBRAMANIAN

Principal Design Leader, Secure UX and Responsible AI

Summary

Design and strategy leader specializing in secure-by-design practices, responsible AI, digital equity, and enterprise-scale UX. Known for creating the governance models, frameworks, and patterns that guide secure and responsible product development across Microsoft. Lead initiatives influencing more than 22,000 employees across Security, Windows, Xbox, Copilot, Teams, and Azure, elevating organizational maturity and strengthening safety, trust, and accountability. Experienced in building and scaling new design disciplines, shaping policy-aligned practices, and translating complex technical challenges into clear, human-centered systems.

Board-Relevant Expertise

Security, Technology and AI, responsible AI application, cybersecurity risk framing, secure design policy translation, standards development, cross-sector collaboration, community-centered technology strategy, and public-impact design leadership.

Professional Experience

Aspen Institute, Science and Technology Policy Fellow (Incoming) (June 2026)

Selected from approximately 400 applicants for the Aspen Policy Academy's Science and Technology Policy Fellowship, a four-week intensive program training technologists to engage in the public policy process. Plan to develop a policy project focused on AI transparency and content disclosure, to be presented to policymakers and stakeholders. Focus areas include AI governance, cybersecurity policy, and emerging technology regulation.

Microsoft, Principal UX Design Lead, Security (2022 to present)

Set the strategic direction and governance model for Secure by Design across Microsoft, establishing the frameworks, patterns, and operating structures that define secure UX as a company-wide discipline. Built systems, templates, evaluation models, and AI-powered tools that help product teams identify risks earlier and integrate security into everyday planning. Led the transformation of Secure by Design from static guidelines into a scalable, distributed practice sustained by more than 100 contributors. Delivered Secure UX patterns, toolkits, workshops, and e-learning foundations now referenced by dozens of teams, driving measurable improvements in secure design maturity and reducing redesign. Serve as a Responsible AI leader, advising teams on transparency, expectations-setting, and responsible interaction patterns. Recognized for narrative leadership, policy-aligned guidance, and shaping an emerging discipline that continues to scale through the systems, structures, and culture put in place.

Microsoft, Senior UX Designer, Azure Identity and Network Access (2019 to 2022)

Shaped secure identity and network access experiences across Microsoft Entra, contributing foundational enterprise security capabilities and cohesive long-term product strategy.

Amazon, UX Design Lead, Amazon Fashion (2019)

Led design for machine-learning powered retail experiences balancing personalization with trust. Delivered high-impact UX strategies for large-scale, global audiences.

Amazon, UX Designer II, Prime Wardrobe (2017 to 2019)

Designed customer experiences that improved discovery, confidence, and usability in try-before-you-buy retail workflows.

Fidelity Investments, UX Designer (2015 to 2017)

Designed financial tools that improved clarity and access for individual and workplace investors, including early conversational design explorations.

Stratasys, UX Designer (2015)

Designed intuitive interfaces for advanced 3D printing workflows, simplifying complex manufacturing processes for broader accessibility.

Vooglo, Founder and Lead Consultant (2012 to 2015)

Founded and led a design consultancy supporting early-stage companies with UX strategy, branding, and product design across global markets.

Education

No Code ML and AI Program — MIT Continuing Education (in progress, 2026)

MA, International Communications — University of Leeds

B.Sc., Visual Communications — University of Madras

Organizational Leadership — IDEO U

UX and Front-End Certificates — General Assembly

Key Skills

Secure-by-Design Strategy, Responsible AI, Cybersecurity UX, Systems Thinking, Narrative Strategy, Cross-Disciplinary Leadership, AI-powered UX Tooling, Community-Centered Design

Community and Equity Orientation

First-generation child of Indian immigrants raised in the UAE, bringing a multicultural, multilingual perspective to equity and access. Visual artist with experience in community storytelling, public engagement, and expanding inclusive design practices.

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: Appt 03528, **Version:** 1

Reappointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, 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: Dei'Marlon Scisney

Board or Commission Name: *Community Technology Advisory Board*

Position Title: *Member at Large*

Appointment Reappointment *Term of Position: 1/1/2026 to 12/31/2027

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: *Lake City*

Appointee brief overview:

Dei'Marlon "D" Scisney is a data engineer and social impact leader, serving as President of Scisney Social Impact, an 8-person data and ML engineering firm that helps businesses leverage data for growth and equity. As Treasurer of the Central District Community Preservation and Development Authority (CDCPDA), Dei'Marlon oversees \$25 million in capital projects that preserve Seattle's cultural legacy while fostering economic development. On the Citizens Technical Advisory Board (CTAB), Dei'Marlon brings his expertise in data equity, machine learning, and community-driven solutions. He plans to enhance CTAB's focus on bridging the digital divide by advocating for accessible technology and equitable digital infrastructure in underserved communities. His vision is to ensure technology innovation benefits all Seattle residents, particularly BIPOC communities. With a Master of Science in Data Engineering and PMP, Dei'Marlon has led impactful initiatives like the \$200M Community Reinvestment Project with Commerce, LCB's Cannabis Industry Needs Assessment, Seattle Public Utilities (SPU) Green Stormwater Infrastructure Project, and other social impact and equity analytics projects. His work connects data, business, and community to drive social change through data-driven solutions. Data is more than numbers; it is the key to understanding the challenges marginalized communities face and enables us to shape policies that directly target and dismantle those challenges.

Appointing Authority Signature:

Date Signed: 5/21/26

Appointing Authority Printed Name and Title:

*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.*

Dei'Marlon Scisney MS, PMP

PROFILE

Data Systems Leader with 7 years of experience designing and optimizing data solutions to drive strategic initiatives, support cross-departmental collaboration, and enhance decision-making. Adept at transforming complex business and analytics requirements into scalable, repeatable data architectures, ensuring efficiency and reliability across all data processes. With extensive expertise in AWS products such as Redshift for data warehousing, SageMaker for machine learning model development, and Lambda for serverless event-driven tasks, I build robust, scalable solutions that address challenges like predictive analytics and anomaly detection. I'm highly proficient in developing and managing data pipelines using SQL and Python, automating workflows for seamless data integration and maintaining data integrity across various business functions. I have partnered with HR and Finance teams to convert business needs into technical solutions, ensuring alignment with organizational goals. A strong advocate for automated testing frameworks, I design systems that continuously monitor data quality and validate accuracy. Additionally, I'm experienced in refining data models from ambiguous requirements and delivering actionable insights through BI tools like Tableau. With expertise in integrating data from systems such as Workday, Qualtrics, and LMS platforms, I create analytics solutions that drive business value, consistently bridging the gap between data engineering and business strategy to foster growth and efficiency.

EDUCATION

B.A.: Data Science and Organizational Leadership Minors: Spanish and Gender Studies from Wabash College, Crawfordsville, IN.

GPA: 3.84

MS: Data Engineering and Systems Management from Johns Hopkins, Baltimore, MD

GPA: 3.93

Fluent: English, Spanish, ASL

TECHNICAL SKILLS

Specialized in modern data strategy, with a focus on scalable data ingestion, storage, processing, and visualization, applying an equity-centered framework to drive social impact. Expert in designing cloud-native architectures using AWS services (Redshift, S3, Lambda, Glue) to build data lakes, big data warehousing, and highly scalable ETL pipelines. Proficient in real-time and batch data processing technologies such as Kafka and Kinesis, ensuring high throughput, low latency, and data integrity across complex systems. Skilled in advanced machine learning techniques, including clustering (K-Means, DBSCAN), decision trees, neural networks (CNN, RNN), and large language models (GPT), applied to predictive analytics and anomaly detection, with a focus on addressing inequities and driving inclusive data solutions.

Deep expertise in data governance, ensuring compliance with GDPR, CCPA, and other regulatory frameworks, while implementing ethical data management practices tailored to marginalized communities. Extensive experience with data visualization tools (Tableau, Power BI), crafting dynamic, KPI-driven dashboards that promote data accessibility and transparency for leadership and underrepresented stakeholders. Proven ability to integrate CRM platforms, automate data validation and quality processes, and lead cross-functional teams in aligning technical solutions with organizational goals centered around social impact, diversity, equity, and inclusion (DEI).

PROFESSIONAL EXPERIENCE

CEO/Founder, H.O.P. Technology Solutions

July 2021 – Present

- Founded H.O.P. Technology Solutions, a data and machine learning engineering firm. Successfully developed and deployed scalable data systems across government, utilities, and financial services sectors, automating workflows, improving forecasting accuracy, and driving key decision-making processes. Delivered over \$300M in data-driven solutions, reducing manual processes by 40% and optimizing operational efficiency by 35%, while adhering to industry standards and DEI principles.
- Led the \$200M Community Reinvestment Project (CRP) for the Washington State Department of Commerce, implementing advanced real-time analytics, predictive modeling, and multi-channel data ingestion using AWS Redshift and SageMaker. Delivered actionable insights for resource allocation and financial tracking across 18 grant programs, directly impacting over 30,000 BIPOC community members. Increased financial oversight accuracy by 25% and reduced manual tracking errors by 50%, while ensuring equitable distribution of funds to historically marginalized communities.
- Directed data strategy for Seattle Public Utilities' Green Stormwater Infrastructure Program, a project targeting BIPOC and immigrant communities for environmental impact improvements. Engineered a multi-terabyte data pipeline using Databricks and AWS, providing real-time environmental assessments and predictive modeling to inform resource allocation. This project led to an 18% increase in stormwater management efficiency, and data insights were used to allocate over \$10M in community-driven green infrastructure projects.
- Engineered a citywide technology access survey in partnership with Seattle Public Schools, Seattle Housing Authority, and City of Seattle. Built a comprehensive data pipeline that collected and analyzed responses from over 50,000 residents, informing equitable access strategies for underrepresented communities. Generated data that led to a 35% improvement in technology access initiatives, impacting education and community-based organizations.
- Managed a \$30M participatory budgeting initiative with the Seattle Office for Civil Rights, focusing on community-led projects such as the creation of mental health crisis response teams and community centers for Native youth. Developed data models to track financial distribution, community impact, and engagement levels, leading to a 20% increase in project implementation efficiency and higher accountability in fund management.

Sr. Data & ML Engineer (L6 SME), AWS

January 2020 – July 2021

- Architected and deployed advanced machine learning pipelines using AWS SageMaker for model training and Redshift for scalable data warehousing, significantly improving the accuracy of predictive analytics. These solutions optimized financial forecasting and operational analytics, enabling cross-functional teams to make data-driven decisions that increased operational efficiency by 30%. Led the initiative to reduce manual overhead in data management processes, automating workflows that resulted in a 40% increase in productivity.
- Designed and implemented real-time data workflows leveraging AWS Glue for ETL, Spark for distributed processing, and Snowflake for high-performance storage. These pipelines enabled seamless ingestion and transformation of multi-terabyte datasets, supporting large-scale machine learning models. The real-time analytics generated from these workflows improved decision-making for internal teams, driving a 28% increase in workflow efficiency and significantly enhancing data integration across systems.
- Developed MLOps frameworks incorporating automated CI/CD pipelines, enabling continuous model integration and deployment across teams. Utilized MLflow for experiment tracking, model versioning, and governance, ensuring full compliance with stringent data governance standards. Deployed containerized applications using Docker and Kubernetes to scale models across distributed environments, resulting in a 50% reduction in deployment time and ensuring resilience and scalability in data systems. This experience aligns with the system development and governance requirements of the Associate Director role, focusing on seamless integration and long-term scalability.

Data Engineer (L5), Analytics, AWS

January 2017 – December 2019

- Engineered automated data pipelines using Python, PySpark, and advanced SQL to streamline ETL processes and manage multi-terabyte datasets across distributed environments. Integrated real-time data ingestion through AWS Kinesis for streaming analytics and AWS Lambda for on-demand computation, ensuring rapid data flow across key operational systems. These pipelines enabled cross-functional teams to access real-time insights, leading to a 20% improvement in operational efficiency and enhancing the ability to monitor critical metrics at scale.
- Designed and implemented CI/CD pipelines for continuous integration and deployment of machine learning models, utilizing Jenkins for automation, Docker for containerization, and Kubernetes for orchestration. This approach ensured highly scalable, fault-tolerant deployments, aligning with the organization's need for resilient data

systems. The optimized workflow increased deployment speed by 40% and improved system reliability, reducing manual interventions and enabling teams to maintain seamless integration between data systems and analytics workflows.

- Enhanced internal data tooling to streamline engineering efforts and improve overall system reliability. Developed solutions that reduced support volume by 25%, minimized operational bottlenecks, and enabled teams to respond more efficiently to emerging data trends. These efforts focused on delivering scalable, integrated data systems that aligned with the organization's long-term data strategy, ultimately supporting cross-functional collaboration and data-driven decision-making.

Data Scientist, AWS

June 2015- January 2017

- Conducted advanced data analysis using SQL and Python, synthesizing data from multiple internal systems to produce detailed reports that drove strategic decisions. Delivered actionable insights that optimized financial forecasting models, improved anomaly detection systems, and enhanced operational performance. These initiatives directly contributed to a 37% increase in forecasting accuracy and streamlined key performance metrics, which aligns with the organization's goal of leveraging data systems to improve decision-making and operational efficiency.
- Led cross-functional collaboration to refine and optimize the deployment of machine learning models, implementing CI/CD pipelines for continuous integration and automated deployment. This improved model iteration speed by 42%, enhanced scalability, and ensured seamless integration into production environments. These efforts supported the development of reliable, scalable systems, ensuring alignment with the organization's strategic goal of improving system productivity and employee experience through efficient, data-driven solutions.

LEADERSHIP EXPERIENCE

Treasurer, Central District Community Preservation Development Association (December 2021 - Present): Oversaw financial management and resource allocation for a \$25M capital campaign, ensuring fiscal responsibility and transparency. Implemented data-driven financial oversight processes that improved decision-making and increased accountability across the organization. Led efforts to secure multi-year funding from private donors and government grants, enhancing the organization's capacity to deliver on its mission of community preservation and development. Developed financial dashboards to provide real-time insights into budget allocation and capital utilization, contributing to a 20% improvement in resource tracking and management.

Digital Equity Learning Network (DELN) (2020 - Present):

Actively participating in advancing digital equity initiatives across Seattle, focusing on closing the digital divide through policy recommendations, and educational outreach. Supported efforts to increase access to technology and the internet for low-income and BIPOC communities, particularly through partnerships with local non-profits and educational institutions.

Board Member, Equitable Transit-Oriented Development (ETOD) Advisory Group (2023- Present): Advised on the integration of transit-oriented development strategies with environmental justice goals, ensuring that BIPOC and low-income communities benefit equitably from green transit projects. Provided technical guidance on the intersection of data analytics and urban planning, focusing on increasing community involvement in environmental impact assessments and resource distribution. Worked with stakeholders to ensure environmental sustainability was prioritized in housing and transit infrastructure developments, aligning with carbon reduction and climate justice outcomes.

Guest Lecturer, Seattle Central College - Analytics Course (2023-Present):

Taught core analytics concepts, effectively connecting academic theory with real-world data science applications. Guided students through practical, hands-on projects using industry-standard tools like Python, SQL, GIS, and Tableau, fostering a deep understanding of data analysis, visualization, and statistical modeling. Emphasized the critical importance of data governance, ethical considerations, and the integration of DEAI principles, preparing students to apply these frameworks in professional analytics roles.

CERTIFICATIONS

PMP, Johns Hopkins Certificate Program in AI Business Strategy, Certified Data Management Professional (CDMP), Tableau Desktop Specialist, Tableau Certified Data Analyst, Salesforce Certified Data Architect, Salesforce Ranger, ITIL Foundation Certification, Certified ScrumMaster (CSM), AWS Cloud Practitioner, AWS Associate Solutions Architect Certification, AWS Machine Learning Specialty, Microsoft Certified: Azure AI Engineer Associate, Microsoft Certified: Azure Data Scientist Associate, Microsoft Certified: Azure Solutions Architect Expert, Bertleman's Technology Scholarship for ML with Tensor Flow, Udacity/AWS Nanodegree program for ML Engineering, AWS ML Hero, Coursera SQL for Big Data, SnowPro SME, Databricks, and Flat Iron School of Data Analytics

COMMUNITY TECHNOLOGY ADVISORY BOARD

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, with 2-year terms.

- 4 City Council-appointed
- 6 Mayor-appointed

Roster as of [May 2026]

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member at Large	Omari Stringer	01/01/25	12/31/26	2	City Council
2	Member at Large	Dei'Marlon Scisney	01/01/26	12/31/27	2	Mayor
3	Member at Large	Venita Subramanian	01/01/26	12/31/27	1	Mayor
4	Member at Large	Rajat Aggarwal	01/01/25	12/31/26	1	City Council
5	Education Member	Aishah Bomani	01/01/25	12/31/26	2	Mayor
6	Get Engaged Member		09/01/26	08/31/27	1	Mayor
7	Member at Large	Kathleen Rohde	01/01/26	12/31/27	1	City Council
8	Member at Large	Friday O. Enabulele	01/01/26	12/31/27	1	Mayor
9	Member at Large	Colin Sanders	01/01/25	12/31/26	1	City Council
10	Public Access Member	Phillip Meng	01/01/25	12/31/26	2	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	3	2				3	2							
Council	3	1				1	1		2					
Other														
Total	6	3				4	3		2					

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	1		1		1	1	4	

*P is for partial initial term. Appointee is eligible for full terms thereafter.



Legislation Text

File #: CB 121221, **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 Seattle Public Utilities; authorizing the General Manager and Chief

Executive Officer of Seattle Public Utilities to enter into a contract with Waste Management of Washington, Inc., to provide recycling processing services for The City of Seattle; and ratifying and confirming certain prior acts.

Recitals:

The City of Seattle (City) contracts with Rabanco, Ltd. for recycling processing under a contract scheduled to expire March 31, 2027.

The City will continue to need recycling processing services.

Seattle Public Utilities on April 1, 2025 issued a Request for Proposals for future recycling processing services.

Seattle Public Utilities selected Waste Management of Washington, Inc., as a result of that process and negotiated mutually agreed terms for recycling processing services for the City. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, is authorized to execute, for and on behalf of The City of Seattle, a contract with Waste Management of Washington, Inc., for recycling processing services, substantially in the form of the contract attached to this ordinance as Attachment 1.

Section 2. 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 1 - Recycling Processing Contract with Waste Management of Washington, Inc.

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

Recycling Processing Services
between
City of Seattle and
Waste Management of Washington, Inc.

Agreement # 25-002-A

Recycling Processing Services 25-002-A

Contents

RECITALS:1

1 GENERAL PROVISIONS.....2

 1.1 Agreement Term2

 1.2 Renegotiation and Amendments.....2

 1.3 Definitions.....3

2 RESPONSIBILITIES AND WARRANTIES8

 2.1 City Responsibilities.....8

 2.2 City Representations and Warranties8

 2.3 Contractor Responsibilities9

 2.4 Incorporation of Contractor’s Proposal9

 2.5 Contractor Representations and Warranties9

 2.6 Compliance with Law.....9

3 COMPENSATION9

 3.1 Recyclable Materials Processing Fee 10

 3.2 Commodities Revenue Credit..... 11

 3.2.1 *Commodities Composition Percentages* 11

 3.2.2 *Commodity Indices and Monthly Market Price Determination* 11

 3.2.3 *Determining the Monthly Average Market Value (AMV) of the City’s Recycling* 12

 3.2.4 *Calculating the Monthly Commodities Revenue Credit* 12

4 RECEIVING, TRANSFER, AND FACILITY OPERATIONS..... 13

 4.1 Receiving and Transfer Operations..... 13

 4.2 Designated Receiving Facility(ies) 13

 4.3 Scale House System. 14

 4.4 Scale Calibration..... 14

 4.5 Designated Receiving Facility(ies) Requirements 14

 4.6 Designated Processing Facilities 15

 4.7 Tip Floor Management..... 16

 4.8 Backup Facilities 16

4.9	Operations Plan.....	16
4.10	Sustainable Business Practices	18
4.11	City—Contractor Communications	19
4.12	Inbound Material Load Inspection and Rejection.....	19
4.13	Materials & Processing Protocol & Audit Methodologies.....	20
4.14	Facility Appearance, Maintenance, and Planned Outages.....	20
4.15	Facility Tours and Education Center	21
5	PROCESSING SPECIFICATIONS.....	22
5.1	Processing Capacity	22
5.2	Required and Preferred Recyclable Materials and Commodities.....	22
5.3	Changes to Minimum Required Recyclables, Additional Recyclables, and Commodities	22
5.4	Sorting Accuracy and Capture Rates.....	23
5.5	Commodity Contamination Limits.....	23
5.6	Residual Limits for Recyclable Materials	24
5.7	Disposal of Contaminants and Process Residual	24
5.8	Pilot Tests.....	24
6	MARKETING SPECIFICATIONS	25
6.1	Use of Responsible Recycling Markets.....	25
6.2	Materials Marketing Plan	26
6.3	Lack of Adequate Market Demand	27
7	MATERIALS AND PROCESSING AUDITS	28
7.1	System Audit	29
7.2	Residual Audit	29
7.3	Commodities Audit.....	29
7.4	City Residential Recycling Composition Study	30
8	PERFORMANCE REPORTING	30
8.1	Reporting Expectations.....	30
8.2	Weekly Reports (Due end of day on agreed upon day of the week.)	30
8.3	Monthly Reports (Due within 15 days after each month ends)	31

8.4	Annual Reports (Due within 60 days after each agreement year ends)	32
8.5	Reliability of Reports	32
9	PERFORMANCE EXPECTATIONS: MONITORING AND FEES	32
9.1	Performance Monitoring	32
9.2	Performance Fees.....	33
9.3	Actions That May Trigger Performance Fees.....	33
10	EMPLOYMENT AND COMPLIANCE	34
10.1	Paid Sick and Safe Time	34
10.2	Minimum Wage and Wage Theft.....	35
10.3	Wage Increases	35
10.4	Payroll Records.....	35
10.5	Tax Liens and Judgments	36
10.6	Equal Employment Opportunity.....	36
10.7	Women and Minority Business Inclusion.....	36
10.8	Equal Benefits.....	37
10.9	Americans with Disabilities Act.....	37
10.10	Workplace Safety Compliance.....	37
10.11	Federal Immigration Enforcement Notification Requirements	38
10.12	Hazardous Materials – “Right to Know” Requirements.....	38
10.13	Independent Contractor	39
10.14	Changes to Key Personnel or Subcontractors.....	39
11	SECURITY, LIABILITY, AND DAMAGES.....	40
11.1	Performance Bond.....	40
11.2	Contractor Default and City Remedies	40
11.3	Notice and Opportunity to Cure	41
11.4	Termination for Default and Transfer of Work to the Surety.....	41
11.5	Insurance Limits	41
11.6	Insurance Terms and Conditions	42
11.7	Indemnity.....	44
12	INFORMATION DISCLOSURE AND ETHICS.....	45

12.1	Confidentiality.....	45
12.2	Compliance with Antitrust and Corrupt Practices Laws.....	46
12.3	Conflict of Interest.....	46
12.4	Gifts and Gratuities.....	46
12.5	Campaign Contributions	46
12.6	Ethics Code for City Employees	47
13	ANCILLARY PROVISIONS.....	47
13.1	Assignment and Subcontracting.....	47
13.2	Interpretation and Severability	47
13.3	Notices and Dispute Resolution	47
13.4	Force Majeure and Emergency Disruptions	48
13.5	Cyber Security Expectations.....	48
14	FACILITY AND RECORDS AUDITING AND INSPECTION RIGHTS	48
15	EXHIBITS & ATTACHMENTS	49

RECYCLING PROCESSING SERVICES 25-002-A

BETWEEN THE CITY OF SEATTLE

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

This Recycling Processing Agreement (“Agreement”) is entered into by and between the City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities (“City”), and **Waste Management of Washington, Inc., 720 4th Avenue, Suite 400, Kirkland, WA 98033** (“Contractor”), a corporation of the State of Delaware and authorized to do business in the State of Washington. Both may also be referred to in this Agreement individually as “Party” or collectively as the “Parties.”

RECITALS:

- A. On April 1, 2025, the City released a Request for Proposal (“RFP”) in accordance with the Seattle Municipal Code to select a contractor to receive, process, and sort the City’s Recycling into marketable Commodities and deliver to Responsible Recycling Markets (the “Services”);
- B. This Agreement engages the Contractor to receive, process, and sort the City’s Recycling into marketable Commodities for Responsible Recycling Markets, in accordance with Applicable Law and the specifications outlined herein. The City seeks partnerships that maintain Seattle's service excellence, affordable rates, and environmental leadership. This Agreement supports the following City Priorities:
- High value end products with environmental benefits
 - Minimal loss of recyclables in the residual stream
 - Low net system costs
 - Safe and reliable operations with experienced staff
 - Minimal environmental, human health, and community impacts
 - Equitable opportunities in hiring and subcontracting
 - Successful City/Contractor partnership with ongoing transparency
 - Competitive vendor environment now and in the future
 - Opportunities for innovation
 - Maximum recyclables diversion to responsible end-markets
 - Robust recyclables monitoring, tracking, and reporting mechanisms

NOW, THEREFORE, the Parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

1 GENERAL PROVISIONS

1.1 Agreement Term

This Agreement is effective **June 1, 2026 (“Effective Date”)**. Actual processing services will begin **April 1, 2027 (“Start Date”)** and will continue for a term of five (5) years, with two (2) three-year extension options (the **“Term”**). Each extension may be exercised at the City’s sole discretion by written amendment to the contract, with notification to the Contractor no later than June 30 of the final year of the then-current term. All terms, conditions, and payment methods shall remain unchanged during any extension period.

1.2 Renegotiation and Amendments

No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the Parties hereto.

The City retains the right to renegotiate this Agreement at its discretion, including but not limited to circumstances arising from City policy changes, State statutory changes, County rule changes, or State or federal regulatory changes that materially affect the terms and conditions of this Contract.

Notwithstanding anything else in this Agreement, either Party may deliver notice to the other Party that it elects to initiate negotiations to amend this Agreement to incorporate regulatory changes arising out of the Recycling Reform Act, RCW 70A.208, provided that if the parties are in the last extension of the Agreement, at least twenty-four (24) months remain before Agreement expiration. In the event that the Parties are unable to agree after negotiating in good faith, either Party may terminate the Agreement at the expiration or earlier termination of the then-current term or extension option; provided, however, that if less than twenty-four (24) months remains during then-current term and an extension option is still available under the Agreement, then the Term shall be extended for a period to equal twenty-four (24) months. The following examples are provided for illustrative purposes:

1. A Party gives notice of intent to negotiate under this provision during the initial term, and the parties are unable to reach agreement. Notice of intent to terminate is given with 6 months remaining on the initial term. In that case, the agreement will terminate 24 months from the date of the notice of termination.
2. A Party gives notice of intent to negotiate under this provision during the initial term, and the parties are unable to reach agreement. Notice of intent to terminate is given with 2 years remaining on the initial term. In that case, the agreement will terminate at the conclusion of the initial term.
3. A Party gives notice of intent to negotiate with 24 months remaining on the final extension period of the Agreement. The Parties are not required to renegotiate pursuant to this provision. The Agreement terminates on its expiration date.

The Contractor agrees to engage in good-faith negotiations should the City seek to add or modify recyclable processing services, including new services or developments identified through pilot programs. As part of such negotiations, the Contractor shall provide full disclosure of existing and projected costs, as well as any operational impacts associated with the proposed changes.

1.3 Definitions

Capitalized terms used in this Agreement shall have the following meanings:

“Additional Recyclables” means those materials in the City’s Recycling that are listed as Additional Recyclables in **Exhibit 8 – Table 1** and that the Contractor may sort into marketable Commodities whenever feasible, if the materials meet industry standards and there are recycling markets available for them.

“Alternate Facility” means a facility to which the City and/or its Contracted Collectors deliver the City’s Recycling, or at which the City’s Recycling is processed, due to the inability of the Designated Receiving and/or Processing Facility(ies) to accept and/or process them as required by the terms of this Agreement.

“Applicable Law” means any law, regulation, requirement, or order of any Federal or local agency, court, or other governmental body, and all permits, licenses, and governmental approvals applicable to the acquisition, design, construction, equipping, testing, financing, ownership, possession, or operation of facilities used to provide the service, and applicable to the performance of any of the obligations under this Agreement.

“Average Market Value (AMV)” means the average dollar value assigned per ton of the City’s Recycling in a given month. The AMV shall be determined by multiplying the estimated Commodities Composition Percentage listed in **Exhibit 8 – Table 2** by the Monthly Market Price for each Commodity produced as defined by the indices listed in **Exhibit 8 – Table 3**.

“Beneficial Use” has the same meaning as defined in the City’s Municipal Code (SMC 21.36.010), which means the use of solid waste as an ingredient in a manufacturing process, or as an effective substitute for natural or commercial products in a manner that does not pose a threat to human health or the environment. Avoidance of processing or disposal cost alone does not constitute beneficial use. The definition of Beneficial Use includes those uses designated by the Chief Executive Officer and General Manager of Seattle Public Utilities in accordance with the City’s Administrative Code, Seattle Municipal Code Chapter 3.02, and Seattle Municipal Code Section 3.32.020.

“Capture Rate” means the proportion of total Recyclable Material that is sorted into marketable Commodities, produced relative to the quantity of total Inbound Recyclable Material that is in the City’s Recycling received by the Contractor, expressed as a percentage, where the total Inbound Recyclable Material quantity is 100%.

“**City**” means the City of Seattle.

“**City’s Recycling**” means any materials contained in loads collected from recycling stream containers (i.e., carts, dumpsters, compactors or via other collection methods acceptable to the City) by the City’s Contracted Collectors from single-family and multifamily residential customers, small business customers, public place recycling cans, any materials collected from the Transfer Stations’ self-haul customers as Recyclable Materials, and materials collected at City-authorized collection events or activities as Recyclable Materials.

“**City Driver(s)**” means drivers of the City’s Contracted Collector vehicles or the Transfer Station vehicles that haul the City’s Recycling to the Designated Receiving Facility(ies).

“**City Vehicle (s)**” means the City’s Contracted Collector vehicles or the Transfer Station vehicles that haul the City’s Recycling to the Designated Receiving Facility(ies). City Vehicles include but are not limited to front-end loaders, side-loaders, rear-loaders, roll-off trucks, transfer trailers, and other tractor-trailers.

“**Commodities Revenue Credit**” means the monthly Commodities Revenue Credit that is calculated by multiplying the Average Market Value (AMV) per ton by the monthly weight of City’s Recycling.

“**Commodity**” means a distinct type of recovered materials sorted from Inbound loads of Recyclable Materials that meets the Quality Standards listed in the Materials Marketing Plan that can be bought and sold through a Responsible Recycling Market.

“**Commodity Composition Percentage**” means the percentage of the City’s Recycling composition that is estimated to be materials sorted into a given Commodity produced. The Commodities Composition Percentage is established by the City using results from the Material and Processing System Audits as described in **Section 7.1** of this Agreement.

“**Contaminant**” means any material in the City’s Recycling that is not listed as a Recyclable Material under this Agreement.

“**Contamination**” means any material that is not considered recyclable. For Inbound material, Contamination is any material that is not on the list of Recyclable Materials under this Agreement. For Outbound material, Contamination is any material considered a prohibitive or outthrow in the Commodity reference specification provided in the Contractor’s Materials Marketing Plan as required under **Section 6.2**.

“**Contracted Collector**” means a company that provides collection services to the City’s solid waste customers under the City’s collection contracts.

“**Designated Intermodal Facility**” or the “City’s Designated Intermodal Facility” means the intermodal facility for Residual deliveries as noted in the Agreement and Operations Plan.

“Designated Processing Facility” means the designated facility(ies) to be used by the Contractor to process the City’s Recycling into Commodities as described under this Agreement. If there are Primary and Secondary Processing Facilities, the Primary Processing Facility is where most sorting and handling occurs and will be referred to as the “Primary Processing Facility.” The Secondary Processing Facility is used for additional sorting or refining (such as for mixed plastics) used to produce a Commodity under this Agreement and will be referred to as the “Secondary Processing Facility.”

“Designated Receiving Facility (ies)” means each designated facility, as identified in the Operations Plan, to be used by the Contractor to receive the City’s Recycling from the City’s Contracted Collectors. The Designated Receiving Facilities are the Alaska Street Transfer Station and the Eastmont Transfer Station.

“Duwamish Industrial Area” means that area of the City bounded on the north by Interstate 90 (I-90)/Elliott Bay; on the west, by West Marginal Way (the western boundary extends west to Detroit Avenue between S.W. Michigan Street and S.W. Kenyon Street); on the south by the south City limits; and on the east by Interstate 5 (I-5).

“Environmental Laws” means all applicable federal, state, and local laws (whether under statute, rule, regulation, code, ordinance, or otherwise), permits, orders, or decrees relating to hazardous waste or the protection of human health or the environment, whether existing or as may be amended or subsequently enacted, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Washington Model Toxics Control Act, RCW Chapter 70A.305; the Seattle Stormwater Code, SMC Subtitle VIII; and all rules, regulations, and permits promulgated thereunder.

“Glass Fines” means any glass material <1/4” included in the glass Commodity stream.

“Holiday” or **“Holidays”** means New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Indigenous People’s Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Holiday Day, and Christmas Day.

“Inbound” means any materials contained in loads of the City’s Recycling received for processing by Contractor.

“Materials Marketing Plan” means a plan that explains how the Contractor will market Commodities produced from the City’s Recycling.

“Minimum Required Recyclables” means those materials in the City’s Recycling that are listed as Minimum Required Recyclables in **Exhibit 8 – Table 1** and that the Contractor is

required to sort into marketable Commodities.

“Monthly Market Price” means the first publicly posted price from the reference index in the month or the average of monthly actual sales price for a given Commodity produced, calculated as illustrated in **Exhibit 8 – Table 3**. For the purposes of this Agreement, Monthly Market Prices are to be determined using the published index and reference prices that are listed in **Exhibit 8 – Table 3**.

“Non-Glass Residual (NGR)” means any non-glass material included in the glass commodity stream.

“Operations Plan” means the City and Contractor’s quarterly updated written plan for operating and maintaining the Facility(ies) used to carry out the requirements of this Agreement.

“Outbound” means any materials leaving the Designated Processing Facility after being processed. May be outbound Recyclable Materials, which are sorted into Commodities that are prepared for and delivered to Responsible Recycling Markets, or outbound Residuals, which are sent for disposal.

“Outthrow” means non-target materials in a given Commodity that degrade the quality and yield of a bale of recyclable material as defined in the market specifications.

“Process Residual” means any Recyclable Materials not captured as a Commodity during processing and sent for disposal.

“Processing Fee” means the dollar amount per ton to be paid by the City to the Contractor for processing the City’s Recycling pursuant to this Agreement.

“Prohibitive” means materials in a given Commodity that may render a bale or shipment of material unusable as defined in the market specifications.

“Quality Standards” Contractor’s Commodity specifications for commodities sold to a Responsible Recycling Market as defined in the Materials Marketing Plan.

“Recyclable Materials” means those materials in the City’s Recycling that are capable of being sorted into marketable Commodities and that can be used in the manufacturing of new products in ways that offset the use of virgin materials or reduce the environmental impacts of production. For the purposes of this Agreement, Recyclable Materials means those materials that are listed as Minimum Required Recyclables and Additional Recyclables in **Exhibit 8 – Table 1**.

“Responsible Recycling Market” means:

1. A facility, processor, or manufacturer that operates in compliance with all applicable environmental, labor, trade, and permitting requirements; transforms recovered materials into a legitimate, marketable recycled commodity or recycled content feedstock used in the creation of new or reconstituted products; maintains transparent and verifiable documentation of material handling, processing, and end use; manages and disposes of all residual materials in a way that is protective of human health and the environment; and is financially and operationally capable of consistently processing the material. Any entity that is identified as a “Responsible End Market” by the Oregon Department of Environmental Quality or that is certified under a certification standard adopted by Circular Action Alliance is considered a Responsible Recycling Market under this Agreement; or
2. An entity that is verified to meet the definition of “responsible market” under RCW 70A.208. Upon the date on which RCW 70A.208’s responsible market verification requirements become enforceable, only markets verified under RCW 70A.208 shall qualify as Responsible Recycling Markets under this Agreement.

“Rejected Load” means a load of the City’s Recycling that is reasonably suspected to either contain Unacceptable Materials or more than thirty percent (30%) Contamination by weight or volume and is rejected by the Contractor at the Designated Receiving Facility(ies). For the purpose of this Agreement, a Rejected Load must be determined based on the Rejected Load Audit in the Material & Processing Protocol & Audit Methodologies in **Exhibit 4**.

“Residential Recycling Composition Study” means a study that the City or its designated contractor will conduct every 3-4 years to understand residential waste generation and recycling behavior.

“Residual” means any material from the City’s Recycling accepted for processing by the Contractor that is sent for disposal and not sent to a recycling market. It is a combination of Contaminants (contamination from inbound loads) and Process Residual (recyclables that were not captured during processing). Residual does not include materials that were refused as Rejected Loads or Unacceptable Materials.

“Tipping Floor” means the area inside the Designated Receiving Facility(ies) where City Vehicles will unload their Loads onto the floor.

“Ton” means a unit of weight equal to 2,000 pounds.

“Transfer Station” means a facility where waste, recycling, and organics are temporarily held before being transferred to another facility for processing or disposal. SPU has two Transfer Stations, North and South. They collect City Recycling and deliver it to the Designated Receiving Facility(ies).

“Unacceptable Materials” means materials that are not accepted at the Designated Processing Facility (ies) due to hazardous or dangerous characteristics or that pose a threat to the health and safety of the public, the environment, or the Contractor’s facility(s) or staff. Unacceptable Materials include any material that is now or hereafter defined by federal law or by the City as radioactive, dangerous, hazardous, or extremely hazardous waste, as well as rechargeable batteries including lithium-ion, nickel cadmium, lead-acid, propane tanks, tires, motor oil bottles, bottles used for home needle disposal, containers that held hazardous materials, or any other extremely flammable or explosive materials.

“Vehicle Turnaround Time” refers to the requirement that City Vehicles will not be delayed more than twenty (20) minutes waiting in line to unload on the Designated Receiving Facility(ies)’s Tipping Floor. Turnaround Time is measured from the moment the vehicle enters the Receiving Facility—recorded by the inbound scale system or equivalent automated entry timestamp—until the moment the vehicle exits the Receiving Facility, as recorded by the outbound scale system or equivalent exit timestamp.

2 RESPONSIBILITIES AND WARRANTIES

2.1 City Responsibilities

The City shall be responsible for:

1. Making payments in accordance with this Agreement;
2. Inspecting Contractor performance;
3. Maintaining its City collection contracts;
4. Ensuring that the City’s Recycling collected under the City’s collection contracts or collected at City Transfer Stations is delivered to the Designated Receiving Facility(ies);
5. Coordinating and implementing customer education and enforcement efforts with City Contracted Collectors focused on minimizing Contamination in the City’s Recycling; and
6. Monitoring collection of Recyclable Materials at City stations to minimize contamination.

2.2 City Representations and Warranties

The City represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement is legally binding and enforceable.

2.3 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing the Designated Receiving and Processing Facilities and all skill, labor, equipment, materials, supplies, and utility services required for providing the Services in accordance with this Agreement;
2. All actions and activities of its subcontractors;
3. Supplying and delivering all records and information required by this Agreement;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance) required to perform the Services;
5. Paying all taxes applicable to the Services;
6. Complying with all Applicable Laws and regulations, including without limitation relevant Environmental Laws and health laws, regulations and standards applicable to the Services;
7. Performing all Services in a timely, thorough, and professional manner in accordance with this Agreement; and
8. Except as may otherwise be provided in this Agreement, any added costs resulting from changes in technology, laws and regulations, labor practices and wage increases, availability of equipment, and other business risks that may affect the performance of this Agreement.

2.4 Incorporation of Contractor's Proposal

The Contractor's Proposal submitted in response to the City's RFP is incorporated by reference. In case of conflict, the Agreement shall prevail.

2.5 Contractor Representations and Warranties

The Contractor represents and warrants that it is duly organized, authorized to perform its obligations under this Agreement, and in compliance with all laws and permits necessary for performance of its obligations under this Agreement.

2.6 Compliance with Law

The Contractor shall comply with all Applicable Laws, including the Seattle Municipal Code and Environmental Laws.

3 COMPENSATION

The City prioritizes cost-effective recycling services. To support this goal, the Contractor's

compensation will be based on two main components:

1. Processing Fee – the cost of handling the City’s recyclable materials
2. Commodities Revenue Credit – the value of materials recovered and sold.

Details on how each part is calculated are provided in the sections that follow.

In addition, the Contractor must cover the cost of hiring a third-party observer for Materials and Processing Audits (**Section 7.0**).

3.1 Recyclable Materials Processing Fee

The Recyclable Materials Processing Fee is the amount the City pays the Contractor for each ton of the City’s Recycling that’s delivered and accepted at a Designated Receiving Facilities. This fee is a fixed payment and does not reflect the Contractor’s actual costs. It covers all services outlined in the Agreement during its full term, including any renewals or extensions.

The Processing Fee shall be **\$167.50** per ton for commingled processing, subject to adjustments pursuant to subsections (1) and (3) of this **Section 3.1**.

1. In the first year, payments will be \$167.50 per ton. Starting on April 1, 2028, and annually on April 1st of each year thereafter (the “Adjustment Date”), the Recyclable Materials Processing Fee will be adjusted using the Consumer Price Index for urban wage earners and clerical workers (CPI-W) at 80% of the Seattle-Tacoma-Bellevue CPI-W rate.
2. Adjustments to the Recyclable Materials Processing Fee shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment. At least thirty (30) days prior to each Adjustment Date, the City shall electronically notify the Contractor of the adjustment taking effect and shall provide the Contractor with the City’s calculations of such adjustment.
3. In addition to the annual CPI adjustment provided by Section 3.1(1), the Recyclable Materials Processing Fee may, upon written request of the Contractor, be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:
 - a. Material changes in Contractor's costs resulting from a Force Majeure event;
 - b. Changes or fees required, initiated, or approved by the City;
 - c. Any change in Applicable Law that is effective after the date this Agreement is executed, including but not limited to any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities; or
 - d. Any other extraordinary circumstances or causes or reasons that are not within

the reasonable control of Contractor.

4. If Contractor requests an adjustment to the Recyclable Materials Processing Fee pursuant to subsection (3), Contractor shall prepare a written request that describes the basis for such request, the amount of the requested adjustment and its calculation of the increased costs. The City shall respond to the Contractor's request no later than ninety (90) days after receipt of the request from Contractor; provided, however, that the City's approval shall not be unreasonably withheld.

3.2 Commodities Revenue Credit

Each month, the City will receive credit for the revenue earned from selling the recyclable materials (Commodities) recovered from the City's Recycling.

This credit is calculated using:

1. The Average Market Value (AMV) per ton
2. The mix of materials recovered
3. Market prices from published sources or actual commodities sales. Market prices may be negative.
4. Monthly weight data

The City will receive 100% of the AMV as a Commodities Revenue Credit for all recyclable materials processed each month.

3.2.1 Commodities Composition Percentages

The initial Commodities Composition Percentages are set in **Exhibit 8 – Table 2** of this Agreement. The Parties will use the estimated percentage of each Commodity to calculate the AMV of the City's Recycling.

The City will update the Commodities Composition Percentages in **Exhibit 8 – Table 2** once a year using results from the Material and Processing System Audits that the Contractor is required to conduct under this Agreement pursuant to **Article 7**. If the Contractor uses more than one Designated Processing Facility to process the City's Recycling into Commodities, the City will establish a separate table of Commodities Composition Percentages for each Designated Processing Facility.

3.2.2 Commodity Indices and Monthly Market Price Determination

The value of each Commodity will be based on market prices from published sources as shown in **Exhibit 8 – Table 3** which shows the published price indices for each Commodity listed in **Exhibit 8 – Table 2**.

If any of the listed price indices are discontinued, the City will update the list with replacement sources agreed upon by the Parties. In the event of an extraordinary circumstance impacting

the markets available for a Commodity, the Parties may agree to use the actual sales price for such Commodity.

The Monthly Market Price used to calculate the Average Market Value each month, will be, as indicated in **Exhibit 8 – Table 3**, either: The first publicly posted price from the reference index for that month; or the average of actual monthly sales prices as indicated in **Exhibit 8 – Table 3**.

If actual sales prices are used, the Contractor must provide monthly documentation—such as invoices, bills of sale, or other documents—to verify the sale amounts.

3.2.3 Determining the Monthly Average Market Value (AMV) of the City’s Recycling

To calculate the Average Market Value (AMV) per ton of the City’s Recycling each month, the City will:

1. Multiply the estimated Commodity Composition Percentages from **Exhibit 8 – Table 2 (Section 3.2.1)**
2. By the Monthly Market Price for each Commodity (**Section 3.2.2**)

The result is the AMV per ton for that month. If the Contractor uses more than one Designated Processing Facility to process the City’s Recycling, the City will calculate the AMV per ton for each facility separately.

Exhibit 8 – Table 4 shows an example of the calculation, using:

1. Commodity Composition Percentages from Exhibit 8 – Table 2, based on Inbound composition data from the City’s most recent Residential Recycling Composition Study;
2. Market prices from November 2025; and
3. An assumption of 10% Process Residual for each Commodity type. (Note that once the Material and Processing System Audits become the basis for Commodity Composition Percentages; Process Residuals will no longer be separately factored, as the audit methodology will account for these.)

3.2.4 Calculating the Monthly Commodities Revenue Credit

Each month, the City will receive a credit based on the value of Commodities from the City’s Recycling processed by the Contractor.

To calculate this credit:

1. Multiply the total tons of the City’s Recycling that were accepted and processed by the Contractor in accordance with the Agreement (excluding any rejected or unacceptable loads)
2. By 100% of the Average Market Value (AMV) for that month.

If the Contractor uses more than one Designated Processing Facility, the City will calculate the credit using a weighted average of tons processed across all facilities using reasonable tonnage estimates based on Designated Facility inbound reports and applying the AMV associated with each facility.

4 RECEIVING, TRANSFER, AND FACILITY OPERATIONS

4.1 Receiving and Transfer Operations

The Contractor will provide one or more Designated Receiving Facilities located in Seattle's Duwamish Industrial Area (DIA) where City Vehicles will unload the City's Recycling. If there is more than one Designated Receiving Facility, the City and the Contractor will agree on which Designated Receiving Facility is assigned to receive each of the Contracted Collector's loads and Transfer Station loads of the City's Recycling. These assignments will be agreed upon 6 months in advance of the Contract Start Date and the Facility information and assignments will be included in the Operations Plan. In the event of a temporary change to assignments that will last no longer than two months, the Contractor will notify the City. A temporary change may not move the Designated Recycling Facility outside the DIA without written approval by the City. Permanent changes to the assignments will be agreed upon by the City and the Contractor and updated in the Operations Plan.

If the Contractor plans to use a Designated Receiving Facility outside the DIA, the Contractor is responsible for arranging and paying for all transportation and transfer costs for the City's Recycling between the Designated Receiving Facility and the Designated Processing Facility using vehicles that meet or exceed EPA Tier 4 emission standards. Except for loads rejected pursuant to Section 4.13, the Contractor shall accept all City's Recycling delivered by City Vehicles.

4.2 Designated Receiving Facility(ies)

Designated Receiving Facility(ies) that are not yet operational shall be fully functional for an Inspection by **March 1, 2027**.

Each Designated Receiving Facility must:

1. One Designated Receiving Facility will receive the City's Recycling six (6) days a week, except on City-recognized Holidays;
2. Have and maintain a valid Solid Waste Handling Permit from the local health authority, along with any permits required under Environmental Laws; and
3. Comply with local building codes and zoning regulations;
4. Be available for City inspections during regular business hours within 24 hours of notice thereof

5. Be available for tours per **Section 4.15**.
6. Include an on-site office for meetings with City staff.

4.3 Scale House System.

The Contractor must operate and maintain a scale house at the Designated Receiving Facility(ies) that includes at least one scale at least 75 feet in length to handle both inbound and outbound traffic and the computer systems used to weigh and record data.

The scales must be able to handle:

1. Incoming loads from City Vehicles, including front-end loaders, side-loaders, rear-loaders, roll-off trucks, transfer trailers, and other tractor-trailers; and
2. Outgoing shipments using compactors and tractor-trailers. The scale system must be able to:
 - a. Accurately weigh all incoming and outgoing vehicles using certified scales;
 - b. Collect and generate daily, weekly, and monthly reports showing scale load information. Each load should generate a ticket with the following details: date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details.
 - c. Create reports in the format specified by the City in the Operations Plan and Agreement;
 - d. Record when each City Vehicle arrives and departs to help monitor turnaround time and priority access; and
 - e. Provide a printed ticket with the following details: date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details during Designated Receiving Facilities' normal operating hours.

The scale house must be staffed during all operating hours of the Designated Receiving Facility.

Backup facilities must be made available if the Scale House Systems are not operational.

4.4 Scale Calibration

The Contractor shall test and calibrate scales no less than once every six months and within 60 days before any scheduled system audit. One test per year must be done by a certified scale company registered in Washington State.

The Contractor must pay for all testing and calibration. A copy of the most recent certified test report showing the accuracy of the scales must be kept on-site at the Designated Receiving Facility(ies).

4.5 Designated Receiving Facility(ies) Requirements

The Designated Receiving Facilities must be a permanent, permitted, and licensed building with a roof where City Vehicles can safely unload materials. The building must have at least 29 feet of vertical clearance to accommodate all types of City Vehicles.

The Contractor must ensure that each City Vehicle can enter, unload, and exit the facility in 20 minutes or less on average each month. The Vehicle Turnaround Time is measured from the moment a City Vehicle enters the inbound scale to the moment it exits the outbound scale as defined in the Definitions.

The Designated Receiving Facilities must provide sufficient area for City Vehicles to enter and exit safely and efficiently. The Contractor must keep the tipping area clear of clutter, overflow, and excess inventory, and use best practices to guide and unload City Vehicles.

The Contractor must operate the Designated Receiving Facilities in a way that prevents any materials or litter from escaping the building, the tipping floor, or storage areas. All unloading must happen inside the building, and the tipping floor must be large enough for efficient tipping operations.

The Contractor must include a Tip Floor Policy in its Operations Plan. This policy must ensure that Designated Receiving Facilities employees (except drivers) do not come into contact with moving vehicles and that safety protocols are always followed. City Drivers and City Vehicles shall comply with all Contractor safety rules, contained in the Operations Plan, while onsite at the Designated Receiving Facilities.

Recyclables and sorted materials must be stored in compliance with Applicable Law and in a manner that preserves such materials in a marketable condition as Commodities.

The Designated Receiving Facilities must be kept clean and operated in a way that prevents nuisances such as litter, noise, pests, and odors. The Contractor must operate the Designated Receiving Facilities in compliance with Applicable Law, including all applicable health and environmental regulations enforced by government agencies.

4.6 Designated Processing Facilities

Designated Processing Facilities that are not yet operational must be fully functional for an inspection by **March 1, 2027**.

Designated Processing Facilities must meet the following requirements:

1. Receive the City's Recycling five (5) days a week Monday through Friday, except on Holidays;
2. Have and maintain a valid Solid Waste Handling Permit from the local health authority, along with any permits required under Environmental Laws;
3. Comply with all Applicable Laws;
4. Be available for City inspections during regular business hours within 24 hours of notice;
5. Be available for tours per **Section 4.15**; and

6. Accommodate in-person meetings with City staff in an on-site office space.
7. If additional Designated Processing Facilities are used for processing City Recycling, the Facilities will be included in the Operations Plan and must meet Contract requirements.

4.7 Tip Floor Management

At the Designated Processing Facilities, the Contractor must use commercially reasonable efforts to manage the tipping floor that allow efficient unloading, smooth material flow, and safe conditions for both workers and equipment. The layout should support:

1. Easy unloading of incoming materials;
2. Organized storage of sorted commodities; and
3. Enough space for both incoming deliveries and outbound shipments.
4. Recyclables and sorted materials must be stored in compliance with Applicable Law and in a manner that preserves such materials' marketable condition as Commodities.

4.8 Backup Facilities

In the event that the Designated Receiving or Processing Facility(ies) is unable to accept or process the City's Recycling due to emergency, maintenance, or other disruptions (such as labor stoppage or strike), the Contractor shall implement its contingency plan and utilize an approved Alternate Facility. The Alternate Facility must:

1. Be capable of receiving and processing materials without delay or degradation of service.
2. Meet all permitting and reporting requirements.
3. For the Receiving Facility(ies), be located within the same geographic service area unless otherwise approved by the City. If the Contractor uses a Backup Processing Facility located more than 75 one-way miles from the Duwamish Industrial Area (DIA), the Contractor shall cover travel expenses for up to three (3) City officials to visit the facility twice per year based on the length of the use of the Backup Facilities.
4. Be identified in the Contractor's Operations Plan and updated quarterly.

4.9 Operations Plan

The Contractor must prepare an Operations Plan that includes each Designated Receiving Facility and Designated Processing Facility used under this Agreement. The Plan must be developed with input from the City and approved by the City. It must be updated quarterly and submitted to the City no later than March 31. A preliminary Operations Plan will be submitted no later than 60 days after the Effective Date for City review and approval. The City will review the updated plan within 30 days and provide comments. After receiving those comments, the Contractor will have 30 days to submit a final Operations Plan. The Operations Plan is a living document. The Parties may update the Plan from time to time through written approval by the City's Contract Manager. Approved updates become part of the Contract upon written approval

and do not require a formal contract amendment.

The Operations Plan must describe how the Contractor will operate each Designated Receiving Facility and Designated Processing Facility to meet the Agreement requirements. A copy of the Plan and all supporting documents must be kept on-site at each Designated Receiving Facility and Designated Processing Facility.

At a minimum, the Plan must include the following information for all Designated Receiving Facilities and Designated Processing Facilities:

1. Facility Contacts: Names and contact details for key staff and emergency contacts who are available to the City 24/7.
2. Operating Hours: Days and hours each facility is open, consistent with the Agreement.
3. Annual Calendar: A 12-month schedule showing planned downtime or other events that may affect operations, as previously agreed with the City.
4. Audit Schedule: Planned dates and teams for material and processing audits at each facility.
5. Audit Methodologies: Agreed procedures for conducting material and processing audits, also included in **Exhibit 4**.
6. Complaint Response Procedures: Steps for handling complaints from City Drivers or facility staff.
7. Contingency Plan: Procedures for handling situations where the City's Recycling cannot be delivered or processed at the Designated Receiving Facilities or Designated Processing Facilities.
 - a. The plan must identify alternate facilities that offer similar services (e.g., scales, receipts, reporting) and operate on the same business hours and location limits as set forth in this Agreement.
 - b. The Contractor must cover all costs of implementing the Contingency Plan, including all costs borne by the City for any failures of the Contractor to implement the Contingency Plan and process the City's Recycling.
8. Facility Shutdown Procedures: Steps for notifying the City and managing operations during a temporary or permanent shutdown.
9. Health and Safety Summary Plan: A safety plan that protects City Drivers, facility staff, and visitors. It must follow all applicable safety regulations and include:
 - c. Emergency contacts and backups available 24/7
 - d. Site safety orientation and traffic patterns
 - e. Visitor parking and PPE requirements
 - f. Designated safe areas

- g. Procedures for emergencies such as storms, fires, evacuations, staff disruptions, and security threats
 - h. Schedule for conducting semi-annual or as requested by City's Contracted Collector safety meetings with facility staff and document attendance and topics discussed. The City may request copies of City's Contracted Collector safety meeting records.
- 10. IT Compliance: Updates and reporting procedures that meet the City's Information Technology requirements.
- 11. Maintenance Schedule: A routine schedule for cleaning and maintaining facility equipment and infrastructure.
- 12. Operational Procedures: Step-by-step procedures for each facility, including any differences between facilities that transfer or perform secondary processing.
 - i. Procedures must cover receiving, accepting, processing, and loading materials, including inspection, load rejection, transport, and disposal steps.
- 13. Planned Improvements: Any equipment upgrades or process changes planned for the next Agreement year to meet performance standards.
- 14. Traffic Control Plan: For Designated Receiving Facilities, a detailed plan showing how vehicles enter, queue, weigh in, unload, and exit the site. This must include a site diagram and a copy of the Tip Floor Policy that ensures safety and separation between vehicles and staff.
- 15. Vehicle Turnaround Plan: Operational procedures to meet the required average turnaround time for City Vehicles.

4.10 Sustainable Business Practices

The Contractor shall use commercially reasonable efforts to operate all Designated Receiving Facilities and Designated Processing Facilities in a manner that minimizes environmental impacts, including emissions, energy use, water consumption, and waste generation.

Upon reasonable request by the City, the Contractor shall provide data and documentation on its sustainability practices, including energy use, emissions, diversion rates, and any relevant environmental certifications. Requests for data and documentation by the City pursuant to this **Section 4.11** shall not be unreasonably withheld or denied by Contractor.

The Contractor is encouraged to propose pilot programs, equipment upgrades, or process improvements that enhance sustainability, efficiency, or service quality pursuant to **Section 5.8**.

4.11 City—Contractor Communications

The City and the Contractor will hold regular Operations Meetings two (2) times per year between the City’s Contract Manager and the Contractor on dates mutually agreeable to the Parties and set forth in the Operations Plan.

Meetings can be held in person or remotely, depending on what either Party requests. Operations Meeting agendas may include, but are not limited to, the following topics:

1. Agreement performance and compliance;
2. Contamination and Rejected Load trends;
3. Audit schedules and results;
4. Facility operations and staffing or driver issues;
5. End market pricing and commodity trends;
6. Public outreach and education coordination;
7. Reporting questions and requests;
8. Updates to the Operations Plan; and
9. Other Agreement-related matters.

The Contractor shall maintain records of all Operations Meetings, including agendas, attendees, and action items. Meeting summaries shall be shared with the City within ten (10) business days.

Support for Outreach and Education:

1. When asked by the City, the Contractor will review and provide feedback on recycling outreach messages and public education materials within fourteen (14) days of receipt.
2. Using data from incoming loads of the City’s Recycling, the Contractor will help the City identify collection routes with suspected high Contamination levels so the City can create targeted recycling education campaigns.

Either the City or the Contractor may request additional scheduled meetings to discuss performance, compliance, or questions about Agreement terms and conditions. These requests must be reasonable, and both parties must respond within 72 hours to coordinate availability.

4.12 Inbound Material Load Inspection and Rejection

The Contractor shall accept all loads of the City’s Recycling delivered to the Designated Receiving Facility(ies), unless a load, based on visual inspection and following the Load Inspection and Rejection Protocols has or is reasonably suspected to have more than 30%

Contamination by weight or volume or if the load is reasonably suspected to contain Unacceptable Material that cannot be removed.

The Contractor shall inspect loads of the City's Recycling using the procedures outlined in the Load Inspection and Rejection Protocols (Load Inspection) found in **Exhibit 4 – Material & Processing Protocol & Audit Methodologies**.

4.13 Materials & Processing Protocol & Audit Methodologies

These procedures must also be included in the Contractor's Operations Plan. If needed, the City and Contractor may update the Load Inspection and Rejection Protocols, but only if both agree in writing (including, but not limited to, via email).

If a load contains or is reasonably suspected to contain Unacceptable Materials or is reasonably suspected to exceed the 30% Contamination threshold, the Contractor shall report it to the City. Following notification to the City, the Unacceptable Materials may be removed or the Contaminated load may be rejected and sent for disposal at the City's expense. Alternatively, the Contractor may choose to process the load in its sole discretion and will take title to the load.

Contractor shall take title to the Recyclable Materials upon receipt but shall not take title to Rejected Loads or Unacceptable Materials. Title to and liability for Unacceptable Materials shall remain with the City at all times. Unacceptable Materials that are identified by the Contractor shall be managed responsibly by the Parties according to **Section 5.7** below and the Agreement terms and conditions.

If the City and Contractor find that City's Recycling Material loads are frequently Contaminated, they will meet to discuss possible solutions.

4.14 Facility Appearance, Maintenance, and Planned Outages

The City wants the Primary Processing Facility to serve as a public example of its commitment to recycling. To support this goal, the Contractor must keep the Designated Receiving and Processing Facilities safe, reasonably clean, and visually appealing at all times at the Contractor's sole expense.

The Contractor must:

1. Keep the Designated Receiving and Processing Facilities in good working condition, and follow the Operations Plan;
2. Make any repairs or replacements needed to meet performance standards and fulfill Agreement obligations;
3. Maintain all equipment in clean, working order throughout the Term;
4. Keep all areas used by the Contractor reasonably clean and free of litter; and

5. Store maintenance records in a location that can be easily reviewed by the City at the Designated Receiving and Processing Facilities.

The Contractor must give the City a schedule of planned outages at the Designated Receiving and Processing Facilities to be included in the Operations Plans and monthly reports.

Whenever possible, planned outages should be scheduled during times when the City's Recycling is not being delivered and processing is not expected in order to minimize service disruptions.

4.15 Facility Tours and Education Center

The Contractor shall provide an on-site education center at one of its Designated Processing Facilities.

The education center must include:

1. Chairs and tables;
2. Audio-visual equipment;
3. A process flow diagram of the facility's equipment and systems; and models, diagrams, samples, and other tools to support the process flow diagram and the educational tours

The public meeting room must:

1. Accommodate at least 20 people (in special circumstances, additional headcount may be accommodated upon request and mutual agreement by the Contractor); and
2. Have restroom facilities for visitors.

The City will give at least one week's notice when requesting use of the education center or scheduling a tour. If the requested date conflicts with the Contractor's schedule, both parties will agree on a new date.

Contractor shall:

1. Offer quarterly virtual tours in coordination with the City to include a discussion component on compelling sustainability issues as agreed upon by the City and the Contractor.
2. For all facilities, offer City-exclusive quarterly in-person tours in coordination with the City. Tours and messaging will be aligned with City recycling collection contractors and as agreed upon by the City and the Contractor.
3. Additional tours at the Cascade Recycling Center and JMK Fibers Recycling Facility for City staff, and elected officials may be arranged upon at least two (2) weeks' notice by the City and mutual agreement by both parties.

5 PROCESSING SPECIFICATIONS

The Contractor shall process the City's Recycling by sorting materials into Commodities, preparing them for sale, including baling when needed, and marketing them to recycling markets.

The City expects the Contractor to ensure their processing systems can recover Recyclable Materials effectively. The goal is to produce high-quality Commodities that can be used to make new products, reduce the need for raw materials, lower environmental impacts, and help reduce the overall cost of managing the City's Recycling.

5.1 Processing Capacity

The Contractor shall operate and maintain its Designated Processing Facilities so they can accept and process all of the City's Recycling throughout the Term.

5.2 Required and Preferred Recyclable Materials and Commodities

The Contractor shall sort all Recyclable Materials listed as Minimum Required Recyclables (**Attachment 8 - Table 1**) into marketable Commodities.

The Contractor may sort Additional Recyclables into marketable Commodities whenever feasible, if the materials meet Quality Standards agreed upon by the Parties and listed in the Materials Marketing Plan and there are recycling markets available for them.

The Contractor shall process the City's Recycling in a way that produces, at minimum, the Commodities listed in **Exhibit 8 – Table 1** and meets the Quality Standards listed in the Materials Marketing Plan (**Exhibit 6**).

5.3 Changes to Minimum Required Recyclables, Additional Recyclables, and Commodities

Over the Agreement Term, packaging, recycling technologies, and market conditions are expected to change. The City and the Contractor will work together to identify new materials that could be added to the City's recycling program or new commodities that could be produced as markets and technologies evolve.

If the City asks to add a material to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**), the Contractor shall respond in writing within 90 days.

The response must explain whether:

1. The Designated Processing Facilities can already process the material;
2. Additional equipment, labor, or other resources are needed; or
3. If it is not reasonably feasible for the Designated Processing Facilities to process the material into a marketable Commodity, provide an explanation for the processing

limitations.

If the Contractor has shown that extra resources are needed, the City and Contractor will negotiate in good faith to agree on terms before adding the material to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**).

If the Contractor requests to remove a material from the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**), the Contractor shall show that the material cannot be sorted into a marketable Commodity or doesn't meet market standards, or that a market does not reasonably exist for the Commodity. If the City decides to remove a material from the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**) and instructs the Contractor to stop processing a material, the Contractor shall follow that direction.

The City has final say on any changes to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**) but shall reasonably consider the Contractor's input, operational limitations, and Contractor's request or recommendation. The Contractor shall adjust operations accordingly to ensure compliance.

Any updates to the Commodities produced must be reflected in the Contractor's Materials Marketing Plan, as described in **Section 6.2**, and in **Exhibit 8 – Table 2**. Changes that affect the Minimum Commodities Produced (**Exhibit 8 – Table 1**) or that affect the calculation of the Average Market Value of the City's Recycling must be explained in the Materials Marketing Plan and approved in advance by the City, such approval not to be unreasonably withheld, conditioned or delayed.

5.4 Sorting Accuracy and Capture Rates

The Contractor shall sort Recyclable Materials into the correct Commodity categories as accurately as reasonably possible, aiming to recover the maximum amount of Recyclable Materials while minimizing leftover waste and sorting errors.

The City will evaluate sorting accuracy and Capture Rates using data from Materials and Processing Audits (**Section 7**) updated once a year.

5.5 Commodity Contamination Limits

The Contractor shall produce Commodities that meet Quality Standards, as listed in the Materials Marketing Plan, except that for glass, the Contractor shall process all pieces that are 1/4 inch or larger into a "three-mix" glass commodity. This glass shall contain no more than 15% non-glass residue (NGR) and no more than 30% NGR and glass fines combined.

The City will evaluate Contamination levels through annual Commodities Audits (**Section 7.3**) If the results show that the Commodities do not meet Quality Standards and could affect their ability to be marketed, the Contractor must either:

1. Submit a written plan to the City explaining how it will fix the issue and meet Quality

Standards , or

2. Show that a Responsible Recycling Market has approved the current material quality as acceptable based on the quality for such Commodity from the Designated Processing Facility as a whole.

If the Contractor fails to meet Quality Standards and the Contractor cannot show that a Responsible Recycling Market has approved the current material quality as acceptable, the City may apply Performance Fees (**Section 9.2**).

5.6 Residual Limits for Recyclable Materials

The Contractor shall operate its Designated Processing Facility(ies) in a way that results in as minimal Process Residual as reasonably possible. The Contractor shall also make reasonable efforts during sorting to remove Contaminants using standard operating procedures.

The City will measure residual levels through a Residual Audit, as described in **Section 7.2**. If the amount of Process Residual is more than 10% of the total incoming Recyclable Materials, the Contractor may be charged quarterly Performance Fees (**Section 9.2**).

5.7 Disposal of Contaminants and Process Residual

The Contractor is responsible for:

1. Storing Contaminants and Process Residuals separated during sorting on-site;
2. Loading them for removal; and
3. Transporting them to the City's Designated Intermodal Facility.

The City will not charge the Contractor for disposing of Contaminants. However, the Contractor must cover all costs for disposing of Process Residuals.

The amount of Contaminants and Process Residuals generated will be measured through a Residual Audit (**Section 7.2**). The audit results will determine how much material is sent to the City's Designated Intermodal Facility and how much of that total will be accepted as Contaminants at no cost to the Contractor.

The Contractor shall be responsible for safe removal, handling and disposal of any and all Unacceptable Waste and the City shall be responsible for all costs directly associated to Unacceptable Waste management.

5.8 Pilot Tests

The City may request the Contractor to conduct pilot tests that temporarily change one or more parts of this Agreement. Pilot tests are used to try new processing methods or service approaches and may require additional recordkeeping.

If a Party proposes a pilot test, the City and Contractor will negotiate in good faith to agree on a letter of agreement outlining the pilot's schedule, responsibilities, and any compensation for

the Contractor's costs to participate in the pilot test.

If a proposed pilot test:

1. Lasts longer than 90 days;
2. Involves changes to payment terms, performance standards, or compliance obligations;
or
3. Results in permanent changes to services or operations;

Then the City and Contractor must execute a formal amendment to this Agreement to document those changes.

6 MARKETING SPECIFICATIONS

The City's top goal is to make sure Recyclable Materials are turned into new products in ways that protect the environment and help lower the overall cost of recycling. To support this, Seattle Public Utilities follows the City's 2022 Solid Waste Plan, which requires contractors to document where materials go, focus on using domestic recycling markets, and track the quality of Commodities.

6.1 Use of Responsible Recycling Markets

The Contractor must deliver all Commodities from the City's Recycling only to Responsible Recycling Markets preferably located in North America (United States, Canada, or Mexico). Although North American markets are preferable, the Contractor may use its reasonable business judgment to market the City's Commodities to Responsible Recycling Markets.

Until 2030 or enforcement of the "responsible recycling market" verification under Washington's Recycling Reform Act, whichever is later, for any sales to a Responsible Recycling Market outside North America or through a broker where the recycling facility's location is outside North America or isn't known, the Contractor will provide a written certification each month that lists the name and location of the recycling facility or of the broker receiving the material. The written certification will also include each type of material sold and self-attestation that the Contractor sent the materials to a Responsible Recycling Market. The City will approve the certification template.

If the City raises a reasonable concern regarding a market used by the Contractor located outside of North America that is supported by verifiable data, the City and the Contractor shall have 60 days to review the data together and the Contractor shall consider the City's concerns in good faith. If the City's concerns are substantiated or raise legitimate questions about whether the market is a Responsible Recycling Market, the Contractor shall cease selling the City's Commodities to it.

Beginning in 2030 or enforcement of the “responsible recycling market” verification under Washington’s Recycling Reform Act, whichever is later, only markets that have been verified to meet the definition of “responsible recycling market” under RCW 70A.208 may be used.

6.2 Materials Marketing Plan

The Contractor submitted a preliminary Materials Marketing Plan as part of their proposal (**Exhibit 6**). This plan explains how the Contractor will market Commodities produced from the City’s Recycling.

Within sixty (60) days of the Effective Date, the Contractor must submit an updated version of the plan that meets the requirements of this section. The City will review the updated plan within ten (10) days and provide comments. After receiving those comments, the Contractor will have thirty (30) days to respond to those comments and submit a final Materials Marketing Plan. The Materials Marketing Plan is a living document. The Parties may update the Plan from time to time through written approval by the City’s Contract Manager. Approved updates become part of the Contract upon written approval and do not require a formal contract amendment.

If the City’s comments include a reasonable concern regarding the Contractor’s plan to market Commodities outside of North America that is supported by verifiable data, the City and the Contractor shall have 60 days to review the data together and the Contractor shall consider the City’s concerns in good faith. If the City’s concerns are substantiated or raise legitimate questions about whether a certain market is a Responsible Recycling Market, the Contractor shall not sell the City’s Commodities to it.

Changes to the Materials Marketing Plan Quality Standards are subject to City approval, which will not be unreasonably withheld. The Contractor must also update the plan whenever there are major changes in how materials are marketed, but at least once a year.

Any information submitted in the plan will be treated as confidential and protected from public disclosure under RCW 42.56.270(11) provided the Contractor completes the Non- Disclosure Request (NDR) in **Attachment A**, listing the documents or data they plan to submit regularly. See **Section 12.1** for more details on proprietary materials.

Each Materials Marketing Plan submitted under this Agreement and approved by the City must include the following, based on Contractor’s commercially reasonable expectations at the time of submitting the plan:

The Contractor’s overall strategy for selling Commodities.

For each Commodity listed in **Exhibit 8 – Table 2**:

1. Rationale for any Responsible Recycling Markets outside of North America.

2. The percentage of sales made directly to Responsible Recycling Markets vs. through brokers.
3. The names and locations (by city and either country, or state, if in the U.S.) of Responsible Recycling Markets or brokers, listed from highest to lowest based on anticipated volume of sales.
4. Any Washington-based recycling markets that will be used.
5. The expected end uses of each material.
6. An assessment of market conditions now and in the coming year.
7. A contingency plan for handling market changes, including:
 - a. Opportunities to expand the list of accepted materials.
 - b. Plans to secure long-term, stable market agreements.
 - c. Identification of new or emerging markets, especially in the Pacific Northwest.

6.3 Lack of Adequate Market Demand

If the Contractor finds that there's no commercially viable recycling market available for a specific Commodity produced, they must notify the City in writing. This notice should explain:

1. Which Commodity and which associated Recyclable Material(s) are affected;
2. What's causing the market disruption; and
3. What steps the Contractor has taken to find a new market.

Once the City receives the notice, both the City and the Contractor will have 60 days to try to:

1. Find a new recycling market, or
2. Adjust facility operations to produce a different, marketable commodity

During this 60-day period, the Contractor must continue processing the affected material.

If no solution is found within 60 days, the City may choose one of the following options:

1. Require the Contractor to keep accepting the associated Recyclable Material(s) and store the associated Commodity produced. If the City selects this option, the City will reimburse the Contractor for its incremental costs if the Contractor stores or warehouses the affected material.
2. Allow the Contractor to send the material for Beneficial Use or to a non-traditional recycler, if requested by the Contractor in writing. The requirements to be considered Beneficial Use will be included in the Operations Plan. The Contractor's request will include the listed requirements as well as documentation of the type of Beneficial Use or the non-traditional recycler proposed, the amount of material marketed, the price

received or paid for the material, the name and location of the buyer, and the Contractor will handle delivery. The City and Contractor will agree on a fair adjustment to the Commodity Revenue Credit.

3. Remove the material from the Agreement's official list of Minimum Required Recyclables and Minimum Commodities (**Exhibit 8 – Table 1 & 2**). If the City selects this option, it may later reintroduce the material as a Minimum Required Recyclable under **Section 5.3**.

7 MATERIALS AND PROCESSING AUDITS

The Contractor will conduct Materials and Processing Audits listed below at each Designated Processing Facility using the methodologies described in **Exhibit 4** to measure both the quantity and quality of incoming and outgoing materials.

These audits are essential for:

1. Ensuring the Contractor meets processing requirements.
2. Supporting how payments are calculated.
3. Tracking how much contamination and leftover waste (residuals) are returned to the City.

All costs for these activities are included in the Contractor's Processing Fee. The Contractor must:

4. Complete the first audit within three (3) months of the Agreement's Start Date;
5. Repeat audits annually;
6. Schedule audits at a time that works for both the City and the Contractor. The City has the right to observe audits directly or through a third-party observer; Conduct its own studies and evaluations in coordination with the Contractor.

The Contractor must also:

1. Pay for all audit-related costs performed at Contractor-managed or back up facilities;
2. Reimburse the City for any reasonable and documented third-party observer costs; and
3. Cover travel expenses for up to three City observers if the audit takes place more than 75 one-way miles outside the Duwamish Industrial Area (DIA).

If either the City or the Contractor has a reasonable suspicion of error in the application of the

system audit protocols or the composition results are materially different from the previous one, the Contractor must conduct a new system audit —either on its own initiative or at the City’s request within ninety (90) days. The City may request a new system audit per facility one time per calendar year. If the City requests the new system audit and the results are materially consistent with the original audit, the City shall reimburse the Contractor for its reasonable costs to conduct the new audit.

7.1 System Audit

The Contractor must perform an annual facility-based System Audit.

This System Audit is used to measure how much each type of Commodity and Residual results from a typical sample of the City’s Recycling. System Audit results are used to determine:

1. Composition of the City’s inbound materials. What materials are being recovered and sold; and
2. The overall market value of the City’s Recyclable Materials.

The System Audit data is also used to

3. Identify how much Contamination is in the City’s Recycling; and
4. Evaluate how well the Contractor is meeting the processing standards in the Agreement.

7.2 Residual Audit

The Contractor must perform a Residual Audit annually, at the same time as each System Audit.

This Residual Audit is used to:

1. Calculate how much of the Residual is Contamination, which the City will accept for disposal at its Designated Intermodal Facility at no cost; and
2. Calculate how much of the Residual is Process Residual, for which the disposal cost is the responsibility of the Contractor.

7.3 Commodities Audit

The Contractor must perform a Commodities Audit annually, at the same time as each System Audit. This Commodity Audit is used to check:

1. How well Recyclable Materials are sorted into Commodities;
2. The quality of the Commodities produced from the City’s Recycling; and
3. Whether any materials were mis-sorted or missed.

For 3 Mix Glass, the audit results will be used to confirm whether the Contractor is meeting the Contamination limits set in the Agreement. Alternatively, the Contractor may provide audit data from glass end markets that will be used to satisfy this requirement. Audits can be

conducted by using glass end markets, but the product must be from WM-specific loads that are reasonably expected to be from Seattle, supported with documentation.

7.4 City Residential Recycling Composition Study

The City conducted a Residential Recycling Composition Study in 2025 to better understand how residents recycle and what materials they generate. This study will be repeated every 3 to 4 years.

The Contractor must cooperate with the City or its designated contractor to support this study. This includes allowing sample collection and on-site sorting at the Designated Receiving Facility(ies) and/or Designated Processing Facility(ies) when requested, upon reasonable advanced notice and during regular business hours.

8 PERFORMANCE REPORTING

Reporting is a key responsibility of the Contractor under this Agreement. Timely and accurate reports help the City:

1. Ensure recycling activities support the City's goals
2. Calculate Contractor payments
3. Ensure Contractor is meeting Agreement requirements.

8.1 Reporting Expectations

The Contractor is responsible for submitting reports to the City as set forth in this Agreement. Additional ad hoc report requests may be made up to 2 times per month. All reports must be submitted electronically and on time.

Within sixty (60) days of the Effective Date, the Contractor must send the City a proposed report template. After reviewing it, the City will provide feedback. The Contractor then has thirty (30) days to submit a final version based on the City's revisions.

8.2 Weekly Reports (Due end of day on agreed upon day of the week.)

For the City's Recycling:

1. The Contractor must send weekly weight scale data from the Designated Receiving Facilities for all incoming and outgoing loads. The day of the week for the reporting will be agreed upon by the City and the Contractor.
2. Each record must include for each load: Date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details.
3. If multiple Receiving Facilities are used or materials are transferred between sites, separate data must be provided for each location.

4. If the scale is down, estimated weights must be submitted and clearly marked as estimates.

8.3 Monthly Reports (Due within 15 days after each month ends)

Each monthly report shall be delivered to the City no later than fifteen (15) days after the month's end. The report must include the following information for the City's Recycling for the preceding month:

1. Tonnage Summary
 - a) Monthly and year-to-date totals for all City Recycling received and processed, including a breakdown of:
 - i. Inbound loads delivered to each Designated Receiving Facility,
 - ii. Tons sent to each Designated Processing Facility
 - iii. Commodities produced and shipped (by type and destination country, or state, if within the U.S.) from each Designated Processing Facility
2. Residuals sent to the City's Intermodal Facility, separated into Contaminants and Process Residual, from each Designated Processing Facility
3. Vehicle Turnaround Time
4. Report any delays over twenty (20) minutes for City Vehicles waiting to unload on an averaged basis of all City Vehicles for such month.
5. Include details on how such delays occurred and how they were resolved.
6. Load Inspections and Rejections
7. Reporting required in the Inbound Load Inspection and Rejection protocol found in Exhibit 4.
8. Maintenance and Outages
9. Schedule of any planned facility shutdowns for the upcoming month.
10. Permits and Inspections
 - a) Copies of any health department inspection reports for the Designated Receiving Facilities or the Designated Processing Facilities.
 - b) Notice of any permit violations received by the Designated Receiving Facilities or the Designated Processing Facilities and a description of status or resolution.
11. Incidents
 - a) Summary of any material and unplanned events at the Designated Receiving Facilities or Designated Processing Facilities, such as equipment damage, accidents, emergencies, or loss of Recyclable Materials.
12. Materials Marketing
 - a) For each Commodity produced as listed in **Exhibit 8 – Table 2:**

- i. List the grade/specifications, tons sold, and time frame of the sale; and
- ii. Name and location of each Responsible Recycling Market buyer or broker, ordered by sales volume, with buyers identified by city and at least country (or state, if in the United States), and brokers identified by the applicable port of entry.

Until 2030 or enforcement of the “responsible recycling market” verification under Washington’s Recycling Reform Act, whichever is later, if materials were sold to a Responsible Recycling Market outside North America or through a broker where the recycling facility’s location is outside North America or isn’t known and where the facility or broker is not identified as a “Responsible End Market” by the Oregon Department of Environmental Quality or certified under a certification standard adopted by Circular Action Alliance, the Contractor must provide written certification per **Section 6.1**.

8.4 Annual Reports (Due within 60 days after each agreement year ends)

Each annual report shall be delivered to the City no later than sixty (60) days after the Agreement year’s end and must include:

1. A summary of all monthly reports;
2. An updated Materials Marketing Plan;
3. A summary of audit results, including recycling composition and contamination levels;
4. Highlights from the year, including challenges and improvements; and
5. A forecast of expected activities for the next year, to the extent known.

8.5 Reliability of Reports

The Contractor confirms that all information they have provided, or will provide, to the City is true, accurate, and reliable.

9 PERFORMANCE EXPECTATIONS: MONITORING AND FEES

The Contractor shall perform all services in accordance with the terms and conditions of this Agreement in a timely, thorough, and professional manner. All Receiving and Processing operations shall meet or exceed the specifications outlined in the Agreement, the Contractor’s Proposal, and the annually approved Operations Plans and Marketing Materials Plans.

9.1 Performance Monitoring

The City reserves the right to monitor and evaluate Contractor performance through inspections, audits, data reviews, and site visits. The Contractor shall cooperate fully and provide access to facilities, records, and personnel as requested and as required by this Agreement.

During the Agreement term, the City may send a representative to the Contractor's facility to observe operations related to the Agreement. Visits will take place during normal business hours.

If the City requests a visit or inspection, the Contractor will be available during regular business hours within 24 hours of notice. The Contractor must respond to the City's request within one business day.

9.2 Performance Fees

If the Contractor doesn't meet the standards agreed to in the Agreement, the City may apply Performance Fees.

Procedures for applying, appealing, and waiving Performance Fees will be included in the Operations Plan. The City may give the Contractor a reasonable opportunity to cure issues prior to final Performance Fee charging, as detailed in the Performance Fees procedures in the Operations Plan. However, if an issue is not resolved as per Performance Fee procedures, Performance Fee may increase based on the stated escalation path. Performance Fees will be deducted on a monthly basis from any money owed to the Contractor.

The Contractor and the City agree that the City's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the Performance Fees provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred.

9.3 Actions That May Trigger Performance Fees

The following issues are considered breaches of the Agreement and may result in fees.

1. Not accepting recycling loads at the Designated Receiving Facility during scheduled hours: \$500 per load.
2. Not notifying the City within 2 business days of a major service interruption: \$5,000 per instance.
3. Not keeping City Vehicle unload times under 20 minutes on average: \$1.25 per minute per City Vehicle, starting two days after City notice.
4. Not following the Materials Marketing Plan: \$2,500 per month for first month to be increased in subsequent months by 20% and charged per issue if not resolved in 30 days of notification for issues not already addressed in this Section. Fee may be waived if resolved in the following month.
5. Not submitting required weekly scale reporting on time and complete: \$250 per instance.
6. Not submitting monthly reports on time and complete: \$500 per instance. Fee may be waived if complete report is turned in within ten (10) days of the due date and following

month's report is timely and complete.

7. Not submitting annual reports on time and complete. Not submitting annual reports on time and complete: \$1,000 per instance. Fee may be waived if the report is turned in the following month.
8. Submitting false, inaccurate, or misleading information or leaving out materially important details: \$10,000 per instance. Fee may be waived if reason for noncompliance is reasonable, and restatement of information is done within a week of discovery and notification.
9. Not completing required audits: \$10,000 per missed audit. Fee may be waived if reason for noncompliance is reasonable, and audit is performed within a month of the scheduled audit.
10. Sending Recyclable Materials to a landfill or prohibited facility without City approval (email shall be acceptable for notice and approval): \$10,000 per instance (City approval will not be unreasonably withheld).
11. Exceeding contamination limits for 3 Mix Glass during an annual Materials and Processing System audit: If more than 15% non-glass by weight or 30% total non-glass and glass fines combined by weight, \$750 per month (Fee increases by 10% each month if not resolved). First month fee may be waived if contamination limits are met within 30 days.
12. Exceeding contamination limits for other Commodities during an annual Materials and Processing System audit: If Quality Standards established in the Materials Marketing Plan are not met, \$750 per month (Fee increases by 10% each month if not resolved). First month fee may be waived if contamination limits are met within 30 days.
13. Exceeding the 10% Process Residual limit for Recyclable Materials during an annual Materials and Processing System audit, except that Recyclable materials that are less than 4 inches for plastic and metal categories and less than 6 inches for paper categories shall be excluded from the calculation for the purpose of assessing performance fees: \$2,250 per quarter (Fee increases by 10% each quarter if not resolved). First quarter fee may be waived if Process Residual limit is met within 90 days.

10 EMPLOYMENT AND COMPLIANCE

10.1 Paid Sick and Safe Time

The Contractor must follow the City of Seattle's Paid Sick and Safe Time ordinance. This law requires employers to provide paid time off to employees who work more than 240 hours in a year within Seattle. Employees can use this time off when they or a family member are sick or facing a serious safety issue.

The ordinance applies to all employers with more than four full-time equivalent employees, no matter where the company is located.

This requirement is in addition to any paid leave provided under prevailing wage rules (WAC 296-127-014(4)).

To ensure compliance, City contract specialists may review payroll records or speak with workers.

10.2 Minimum Wage and Wage Theft

The Contractor must follow the City of Seattle's labor standards, as applicable:

1. Minimum Wage (SMC 14.19): The Contractor must pay employees working within Seattle city limits at least the minimum wage required by law.
2. Wage Theft (SMC 14.20): The Contractor must meet basic requirements for paying wages and tips and must provide employees with proper documentation showing how they were paid.

These rules apply to employees working within Seattle, even if the Contractor is based elsewhere.

10.3 Wage Increases

Any wage increases given to processing workers or other employees during the Agreement term are the Contractor's responsibility.

If there are changes in technology, laws, labor practices, equipment availability, or other foreseeable business risks that affect how the Agreement is carried out, any benefits or added costs will be the Contractor's to manage, whether that means gaining an advantage or absorbing the expense.

10.4 Payroll Records

The Contractor and any subcontractors must keep complete and accurate payroll records for each processing worker covered by this Agreement. These records must include:

1. The worker's name and home address;
2. Type of work performed;
3. Hours worked each day (verified by time clock);
4. Total hours worked each pay period (verified by time clock);
5. Hourly wage rate;
6. Total wages earned;

7. All deductions;
8. Net pay received;
9. Amounts paid by the employer for required benefits.

All employees must be paid in U.S. dollars, in full, at the end of each pay period. Payroll records must be available for City staff to review during office hours at the Contractor's Seattle office. If requested, the Contractor and subcontractors must also submit electronic copies of these records to the City.

The City may withhold payment for work performed under this Agreement until:

1. All required payroll reports have been submitted; and
2. All workers performing processing or receiving work in the City have been paid the minimum set by the City.

10.5 Tax Liens and Judgments

If the City receives a legal order, such as a tax levy from the IRS or Washington State Department of Revenue, a garnishment, attachment, or court judgment, it may withhold money owed to the Contractor and pay it directly to the appropriate government agency or court.

If there's a dispute over who should receive the funds, the City may choose to file an interpleader action and deposit the money with the court. Once the payment is made or deposited, it will count as payment to the Contractor under this Agreement.

10.6 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or job applicant based on race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability unless the job requires specific qualifications that are legally allowed.

The Contractor shall actively work to ensure fair treatment in hiring and employment practices, regardless of these personal characteristics. This includes decisions about hiring, promotions, transfers, layoffs, pay, termination, and training.

10.7 Women and Minority Business Inclusion

Under Seattle Municipal Code Chapter 20.42, the Contractor shall make a good-faith effort to hire and subcontract with women and minority-owned businesses when it makes commercial sense for the work being done.

The WMBE Inclusion Plan is included as **Exhibit 3**. The Contractor shall follow all commitments

and conditions outlined in that plan.

If the City believes the Contractor is not meeting these requirements, it will send written notice and give the Contractor 10 calendar days to respond. If the City still finds probable cause after that, it may suspend the Agreement or withhold payments until the Contractor complies.

Violating this section—or any related non-discrimination laws, including Seattle’s Fair Employment, Fair Contracting, or Non-Discrimination in Benefits codes—is considered a serious breach of agreement. The Contractor may face penalties, including damages, sanctions, or even being barred from future City contracts under Seattle Municipal Code Section 20.70.

10.8 Equal Benefits

The Contractor shall follow Seattle Municipal Code Chapter 20.45 and the Equal Benefits Program Rules. This means the Contractor shall offer the same or equivalent benefits to employees with domestic partners as it does to employees with spouses.

If the City asks, the Contractor shall provide full documentation showing compliance with this requirement. Refusing to cooperate will be considered a serious breach of agreement.

If the Contractor violates this section, the City may:

1. Charge the Contractor for actual damages for each day of non-compliance
2. Terminate the Agreement
3. Bar the Contractor from bidding on or receiving City contracts for up to five years
4. Apply any other penalties allowed under SMC Chapter 20.45 and the Equal Benefits Program Rules

10.9 Americans with Disabilities Act

The Contractor shall follow all requirements of the Americans with Disabilities Act (ADA) while carrying out this Agreement.

If the Contractor provides services, programs, or activities to City employees or the public, it shall ensure that people with disabilities are not excluded or denied access because of their disability.

Failure to comply with the ADA is considered a serious breach of agreement and may result in immediate termination of the Agreement.

10.10 Workplace Safety Compliance

The Contractor shall follow all safety rules under the federal Occupational Safety and Health Act (OSHA) and, if operating in Washington State, the Washington Industrial Safety and Health Act (WISHA). This includes any updates to those laws and the regulations that go with them.

The Contractor certifies that all services provided under this Agreement will meet these safety standards.

If the Contractor fails to follow these laws and the City is penalized as a result, the Contractor must cover those costs and protect the City from any related damages.

10.11 Federal Immigration Enforcement Notification Requirements

This **Section 10.11** applies to contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.

As used in this **Section 10.11**, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to Contractor through this Agreement, Contractor shall notify the City immediately.

Such requests may include:

1. Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
2. Requests for City records, databases, technology or information (written or oral).

Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the City is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this **Section 10.11** in all subcontracts for work under this Agreement.

The requirements in this **Section 10.11** are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this **Section 10.11** shall be construed to require any City employee, the Contractor, its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

10.12 Hazardous Materials – “Right to Know” Requirements

Washington’s “Right to Know” law requires the Department of Labor and Industries to help

employers and workers understand the hazardous substances in their workplace.

Under WAC 296-62, manufacturers and distributors must include a completed Material Safety Data Sheet (MSDS) with every delivery of hazardous materials. Each container must also be clearly labeled with:

1. The name of the hazardous material
2. Hazard warnings
3. The name and address of the manufacturer or responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and the City may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

10.13 Independent Contractor

The City and the Contractor agree that the Contractor is working as an independent contractor, not as a City employee.

This means the City is not responsible for paying sick leave, vacation, employment benefits, Social Security, or any employment-related taxes. The Contractor is responsible for paying all required taxes.

Any insurance the Contractor purchases for their own benefit does not change this arrangement or make it an employment contract.

10.14 Changes to Key Personnel or Subcontractors

No key individuals or subcontractors are designated as essential as of the Effective Date. If applicable, the Contractor shall not transfer, replace, or reassign any individual later designated as essential or listed in the WMBE Inclusion Plan without written approval from the City.

If a key person leaves the Contractor’s team or a named subcontractor is terminated during the Agreement, the Contractor must notify the City and request approval to assign a replacement.

At the City’s request, the Contractor must propose one or more individuals or subcontractors with equal or better qualifications to fill the role.

The City will consider how well the Contractor is meeting the goals and commitments in the WMBE Inclusion Plan when reviewing proposed changes.

Approval or denial of a replacement does not relieve the Contractor of its responsibilities under this Agreement.

11 SECURITY, LIABILITY, AND DAMAGES

11.1 Performance Bond

No later than 30 days prior to the Start Date, the Contractor must provide and maintain a valid Performance and Payment Bond equal to 30% of the Contractor's estimated annual revenue under this Agreement.

1. The Bond must be in place before any processing work begins.
2. It must be valid for at least one year.
3. At least 90 calendar days before the Bond expires, the Contractor must either provide a new Bond or proof that the current Bond can be renewed.

The Bond guarantees that the Contractor will meet all obligations under the Agreement and pay all workers, subcontractors, and suppliers involved in the work.

The Bond must be:

1. Approved by the City Attorney for company, format, and financial backing
2. Issued by a company listed in the U.S. Department of the Treasury's Circular 570
3. Listed as an authorized insurer by the Washington State Insurance Commissioner
4. Acceptable to the City

The Bond must clearly state that it follows this section of the Agreement and that any conflicting terms are invalid.

If the Contractor fails to provide or maintain the Bond, it will be considered a serious breach of agreement and may result in immediate termination by the City.

11.2 Contractor Default and City Remedies

This section stands on its own, even if other parts of the Agreement say otherwise.

The City may declare the Contractor in default if any of the following occur (unless caused by something beyond the Contractor's control, not including labor disputes):

1. The Contractor cannot accept the City's recycling for more than 48 hours at an approved facility.
2. The Contractor fails to follow the requirements in **Sections 10 – Employment & Compliance**.
3. The Contractor does not provide or maintain the required Performance and Payment Bond (**Section 11.1**).

4. The Contractor does not provide or maintain the required insurance (Section 11.7).
5. The Contractor repeatedly ignores or refuses to follow important terms of the Agreement, even after being notified in writing.

11.3 Notice and Opportunity to Cure

Before declaring default, the City will notify the Contractor and its surety of a meeting with the City, scheduled within seven calendar days. At this meeting, the Contractor can explain the issue and propose a fix.

If the Contractor does not satisfy the City that the issue is resolved or excusable, the City may officially declare the Contractor in default. The City will consider both the seriousness of the issue and the Contractor's overall performance.

11.4 Termination for Default and Transfer of Work to the Surety

Upon declaration of default under Section 11.2, and subject to the notice and cure process in Section 11.3, the City may terminate this Agreement in whole or in part. The City may stop the Contractor's recycling processing services and transfer responsibility to the Contractor's surety.

The surety shall promptly engage another contractor with a comparable recycling processing facility to perform the work and ensure continuity of recycling services. The City will compensate the surety or its replacement contractor at the rates established under this Agreement, with no entitlement to payment by the defaulting Contractor.

If the replacement contractor completes the services at a lower cost than the defaulting Contractor would have charged, the City retains the savings. If completion costs exceed the original contract amount, the defaulting Contractor and its surety must pay the difference.

Any funds otherwise owed to the Contractor at the time of default—after deducting amounts owed to the City—will be applied to cover the City's damages and expenses. Any remaining balance will be paid to the Contractor.

11.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"). Contractor may satisfy these coverage requirements through any combination of primary and excess policies.

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:
 - b) Premises/Operations
 - c) Products/Completed Operations
 - d) Pollution – On-Site and Off-Site*
 - e) Personal/Advertising Injury
 - f) Contractual
 - g) Independent Contractors
 - h) Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$5,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$10,000,000	Products/completed operations aggregate
\$5,000,000	General aggregate
\$5,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.
3. WORKERS' COMPENSATION INSURANCE as required by the Industrial Insurance laws of the state of Washington.
4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$5,000,000 CSL (\$6,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.6 Insurance Terms and Conditions

1. **City of Seattle as Additional Insured:** The CGL, Auto, and excess/umbrella insurance shall include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability.
 - a) Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage.
2. **No Limitation of Liability:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to

each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their *equivalent endorsement or exclusions*): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. **Claims Made Form:** If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this agreement, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the agreement.
5. **Deductibles and Self-Insured Retentions:** Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self- insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.
6. **Notice of Cancellation:** Under RCW 48.18.290 ("Cancellation by insurer") applicable to insurers licensed to do business in the State of Washington, the City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation must therefore be actually delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to

cancellation (10 days as respects non-payment of premium).

7. **Qualification of Insurers:** Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement under RCW chapter 48.15, or as may otherwise be approved by the City.
8. **Changes in Insurance Requirements:** The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
9. **Evidence of Insurance:** The Contractor must provide the following evidence of insurance:
 - b) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - c) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
 - d) A copy of all other amendatory policy endorsements or exclusions of the
 - i. Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.7 Indemnity

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Agreement, or the Contractor's violation of any law, ordinance or regulation, agreement provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the agreement price reflects this negotiation.

12 INFORMATION DISCLOSURE AND ETHICS

12.1 Confidentiality

Confidential Information refers to any non-public information shared by either party that is clearly marked as confidential. This includes things like business practices, technical data, financial details, and trade secrets.

Both parties agree to protect each other's Confidential Information and only use it to carry out the work described in the Agreement. They may share it only with employees, agents, or subcontractors who need to know it and are bound by similar confidentiality rules.

However, information is not considered confidential if:

1. It becomes public without breaking the agreement,
2. It's developed independently without using the other party's information,
3. It's shared with written permission,
4. Or it must be disclosed by law, regulation, or court order (in which case, the receiving party must notify the other party promptly).

The Contractor understands that the City must follow the Washington State Public Records Act (RCW 42.56), which means this agreement and related documents may be publicly disclosed.

The City is not responsible for disclosures required by law.

If you believe any records you submit to the City should not be publicly disclosed, you must:

1. Fill out the Non-Disclosure Request (NDR) (Attachment A).
2. Clearly identify each record or part of a record you believe is exempt.
3. Cite the specific legal exemption and submit a redacted copy showing only the
4. exempt portions.

Simply labeling a document as "confidential" or "proprietary" is not enough. You must mark specific sentences or paragraphs. Entire pages should only be marked if every sentence qualifies for exemption. Only records properly listed in the NDR will be withheld for notice; all others may be disclosed.

If the City receives a public records request for documents you've properly listed in the NDR, it will notify you and delay disclosure. As a courtesy (not a legal requirement), the City will give you up to 10 business days to seek a court order to block the release. If you don't get a court injunction within that time, the City may release the records.

Exception: The City will automatically withhold customer information related to recyclable purchases (such as names and contact details) from public records requests. To qualify for this exception, you must follow the same NDR process. If the City receives a request for such records, it will notify you, redact the customer information, and share the redacted version with you before releasing it. If the redaction is legally challenged, you agree to help the City defend it. If a court orders disclosure, the City will comply.

These obligations shall survive termination or expiration of this Agreement for a period of five (5) years.

12.2 Compliance with Antitrust and Corrupt Practices Laws

The Contractor shall not engage in any conduct that violates applicable antitrust laws, including but not limited to collusion, price fixing, bid rigging, or market allocation. The Contractor shall ensure compliance by its officers, employees, and subcontractors. The Contractor shall not offer, solicit, or receive any bribe, kickback, or unlawful gratuity in connection with this Agreement. Violations of the Washington State Ethics in Public Service Act (RCW 42.52), the Seattle Ethics Code (SMC 4.16), or other applicable laws shall constitute a material breach.

The Contractor shall promptly disclose any actual or suspected violations. The City may investigate and take appropriate action, including termination, debarment, or legal remedies. These obligations shall survive the Agreement term.

12.3 Conflict of Interest

The Contractor certifies that, to the best of its knowledge, no City employee or official has a financial interest in this Agreement that would violate applicable law or policy. The Contractor shall avoid any activity that creates an actual or perceived conflict of interest and shall notify the City immediately upon discovery of any such conflict. Any violation of this Section shall be deemed a material breach and may result in termination or other remedies available under law.

12.4 Gifts and Gratuities

The Contractor shall not offer or provide any gift, gratuity, favor, entertainment, or other item of value to any City employee, official, or agent in connection with this Agreement. This prohibition includes items intended to influence decision-making or secure favorable treatment. The Contractor shall ensure compliance by its employees and subcontractors. Any violation of this Section may result in termination, debarment, or other legal remedies.

12.5 Campaign Contributions

The Contractor shall comply with all applicable campaign finance laws and regulations, including RCW 42.17A and SMC 2.04. The Contractor shall disclose any contributions made to City officials or candidates as required by law.

No campaign contribution shall be made with the intent to influence the award or administration of this Agreement.

Violation of this Section shall be deemed a material breach and may result in termination or disqualification from future City contracts.

12.6 Ethics Code for City Employees

The Contractor acknowledges that City employees are subject to the Seattle Ethics Code (SMC 4.16) and agrees not to engage in conduct that would cause a City employee to violate that Code.

The Contractor shall cooperate with any ethics investigation or inquiry initiated by the City's Ethics and Elections Commission.

Any conduct that results in a violation of the Ethics Code may be grounds for termination, debarment, or other remedies.

13 ANCILLARY PROVISIONS

13.1 Assignment and Subcontracting

The Contractor shall not assign, transfer, pledge, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the City, which may be withheld at the City's sole discretion.

The Contractor shall not subcontract any portion of the services under this Agreement without the prior written approval of the City. All subcontractors shall be bound by the terms of this Agreement and shall meet the same standards of performance and compliance as the Contractor.

The Contractor shall remain fully responsible for the acts and omissions of its subcontractors and shall ensure that all subcontracted work is performed in accordance with this Agreement.

13.2 Interpretation and Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and applicable federal law.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law.

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

13.3 Notices and Dispute Resolution

All notices required under this Agreement shall be in writing and delivered by hand, email, or certified mail to the addresses designated by each Party. Notices shall be deemed received upon delivery or, if mailed, three (3) business days after mailing.

In the event of a dispute, the Parties shall first attempt to resolve the matter through informal discussions. If unresolved, either Party may request mediation. If mediation fails, the dispute may be resolved through litigation in King County Superior Court, unless otherwise agreed.

During any dispute, the Contractor shall continue to perform its obligations under this Agreement unless directed otherwise by the City.

13.4 Force Majeure and Emergency Disruptions

Neither Party shall be liable for failure to perform its obligations due to events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts of war, terrorism, pandemics, or government orders, provided that the affected Party gives prompt written notice and resumes performance as soon as practicable. Cyber security breaches to the Contractor's systems are not considered events beyond the Contractor's control and do not excuse Contractor's performance under this Agreement.

In the event of a major service disruption, the Contractor shall implement its contingency plan as approved in the Operations Plan and coordinate with the City to ensure continuity of essential services.

If the Contractor is unable to perform for more than seventy-two (72) hours, the City may take reasonable steps to secure alternative services and may recover associated costs from the Contractor unless excused by Force Majeure.

13.5 Cyber Security Expectations

The Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect all City data from unauthorized access, disclosure, alteration, or destruction.

The Contractor shall notify the City within twenty-four (24) hours of discovering any actual or suspected data breach involving City information. The notification shall include the nature of the breach, affected systems, and corrective actions taken.

The Contractor must follow all relevant data privacy and cyber security laws, including RCW 19.255 and RCW 42.56 and SPU's cyber security requirements outlined in **Exhibit 7**. If the Contractor uses third-party systems or cloud services to store or process City data, it shall ensure that such providers meet equivalent security standards and are contractually bound to protect City data.

14 FACILITY AND RECORDS AUDITING AND INSPECTION RIGHTS

The Contractor shall maintain complete and accurate records relating to its performance

under this Agreement, including but not limited to financial records, payroll documentation, operational data, accounting methods, pricing, and shipment details. All such records shall be retained for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by law.

The City, including its staff and invited representatives, shall have the right to inspect, audit, and copy any records, books, or documents related to the services provided under this Agreement. These inspections may occur during regular business hours with at least 24 hours' notice and may include access to the Contractor's personnel, facilities, equipment (including platforms), and systems. Site inspections shall be conducted in a manner that reasonably avoids disruption to the Contractor's operations.

If the Contractor believes any materials subject to inspection or audit are proprietary or exempt from public disclosure, such materials shall be clearly labeled at the time of inspection. For further guidance, see **Section 12.1**.

The Contractor shall cooperate fully with any audit or investigation conducted by the City or its authorized representatives.

15 EXHIBITS & ATTACHMENTS

Exhibit 1 – Insurance Certificate

Exhibit 2 – Performance Bond

Exhibit 3 – WMBE Inclusion Plan

Exhibit 4 – Material & Processing Protocol & Audit Methodologies

Exhibit 5 – Operations Plan

Exhibit 6 – Materials Marketing Plan

Exhibit 7 – Cyber Security Requirements

Exhibit 8 – Materials and Commodities Tables

Table 1 – Minimum Required Recyclables, Additional Recyclables, and Minimum Commodities

Table 2 – Commodities Composition Percentages

Table 3 – Reference Prices for Calculation of Average Market Value of City's Recycling

Table 4 – Example Monthly Average Market Value of the City's Recycling

Attachment A – City Non-Disclosure Request

EXHIBIT 1 – Insurance Certificate (WM to provide prior to contract execution)

EXHIBIT 2 – Performance Bond (WM to provide no later than 30 days prior to the Start Date)



Seattle
Finance &
Administrative Services

Appendix B Form 1: Inclusion Plan

WMBE Inclusion Plan – Vendor Contracts

Solicitation Number & Title: #25-002-A Recyclables Processing Services
Your Company Name: Waste Management of Washington, Inc.

Bidders must complete and submit this form with their RFP response. Carefully read the attached instructions.

For questions, call Miguel Beltran, 206-684-4525 Miguel.Beltran@seattle.gov.
The RFP instructions for this project identify how many points this Inclusion Plan is given during RFP evaluation.

Aspirational WMBE Goals.

Propose WMBE utilization goals in the spaces below. These goals represent WMBE utilization the Bidder intends to achieve during contract performance. The goals should represent a realistic and achievable commitment. WMBE Bidders may indicate your self-performance as well as work you intend to subcontract to other WMBE firms. See page 4 for instructions. These goals do not need to match and are not expected to match WMBE Guarantees.

We don't intend to use external vendors in our work in this contract. Although, we service the city under the Solid Waste Collection and Transfer Contract, and which we contract with Can Do, certified by the Minority Supplier Development Council (MSDC) and Women's Business Enterprise National Council (WBENC). If there will be any need for vendors, we will hire and work with Can Do.

At WM, we are working to create an environment where everyone has an opportunity to succeed. As part of our commitment, we are identifying and reaching out to small business enterprises and local businesses, which includes, minority, women and service-disabled veteran-owned businesses to work with us and add value to our supply chain. Our program approach focuses on maintaining a balance between high levels of service, quality and competitive pricing, while assisting businesses that have been historically overlooked in the procurement process.

Please see above paragraphs for our commitment to SPU's goals.

Project Goals	
Specify the percentage participation by woman owned firms.	TBD%
Specify the percentage participation by minority owned firms.	TBD%
TOTAL	TBD%

Strategies.

Describe strategies you intend to use to achieve the aspirational WMBE utilization for this contract. This may include such strategies as negotiated award to a WMBE firm in lieu of competitive subcontract bids, using WMBE as a tiebreaker per RCW 35.22.650, strategies for self-performance and subcontracting, providing mobilization payments, and offering rapid invoice payments.

Purchasing and Contracting | Liz Alzeer, Division Director
700 Fifth Ave., 41st Floor | P.O. Box 94687 | Seattle, WA 98124-4687 | 206-684-0444 | seattle.gov/fas



Page 2

Last updated October 4, 2023

Supplier Diversity Program

At WM, we work to create an environment where everyone has an opportunity to succeed. As part of this commitment, we established a formal Supplier Diversity Program in 2004. The mission of this program is to develop a growing portfolio of viable and competitive small businesses, which includes those owned by minorities, women, and service-disabled veterans.

Supplier Diversity in the Sourcing Process

Our Supplier Diversity group works with sourcing managers and buyers to identify upcoming procurement opportunities. Based on the opportunity, they identify qualified, diverse suppliers to participate in the procurement opportunity. The suppliers are screened to determine if a match exists between diverse suppliers' capabilities and business requirements.

First Tier

All suppliers of WM are required to complete an online registration form to be entered into our Total Supplier Management System (TSMS) at <https://www.wm.com/us/en/inside-wm/who-we-are/suppliers>. Certified minority, women-owned and service-disabled veteran firms are asked to upload copies of their certifications in order to be considered in our First-Tier Supplier Diversity Program. Profiles of diverse suppliers are flagged as certified suppliers.

Second Tier

WM's Second-Tier Supplier Diversity Program provides opportunities for all suppliers. Through this program we task our non-diverse suppliers to help us in achieving our corporate goals by committing to utilize small and local businesses, including those that are certified minority, women-owned and service-disabled firms to directly fulfill their agreement with WM.

To participate in the WM Supplier Diversity Program, the supplier shall support the utilization and development of small business enterprises and local businesses when it makes business sense to do so. WM recognizes certifications from the National Minority Supplier Development Council, Women's Business Enterprise National Council and Association for Service Disabled Veterans.

Past Performance

As evidence of your good faith intentions to achieve the WMBE aspirational goals you provide on page 1, describe your past performance on contracts with similar work. The City may review your past performance on previous City contracts. Your response should concentrate on achievement when your effort was voluntary (i.e. goals were not mandatory such as a federally-funded DBE requirement), or where you exceeded the regulatory minimum requirement.

Throughout the duration of our current (Solid Waste Collection and Transfer Contract) contract with the City of Seattle, we are diligent in selecting firms that meet the City's WMBE requirement and also align with our own internal Supplier Diversity procurement policy. Examples of vendors and subcontractors that we work with in Seattle are:

- Container Management Group/Can Do Services (Now FleetGenius). This certified Minority and Woman Owned Business (WMBE) provides all cart and public place can delivery, removal, maintenance and repair services.
- TMTTran Consulting. This certified Woman Owned Business (WBE) serves as our outreach consultant for the Clean Alleys Program (CAP) neighborhoods we serve. Her main charge is working with businesses in the International District, providing education and CAP bag assistance.



Page 3

Last updated October 4, 2023

- Lacy & Par. This Minority Owned Business (MBE) serves as a mail house for all Seattle-related mailings as well as our CAP bag delivery vendor.
- Artifex Design, Inc. This certified Woman Owned Business (WBE) provides graphic design assistance, with a primary focus on designing public education and marketing material as well as advertisements.
- Two Muses Marketing, a woman owned business (WBE) is SPU's preferred vendor that we use to design public education material and collateral, i.e. the annual residential mailers.
- Dynamic Language, Ltd, is a Certified Minority-owned business that we use for translation and interpretation services.

As a company, WM spent \$691 million with diverse suppliers, almost 10% of our WM supply chain vendor work.

WMBE Guarantees

This section gives the option to guarantee utilization of certain WMBE firms as evidence of good faith efforts. If you choose to list WMBE firms, you guarantee to the City and WMBE firm they will be used. Provide the percentage of total contract value that you guarantee. Please see instructions on page 5.

We don't plan to use external vendors in our work. However, if circumstances change, we will use our current list of vendors that we use for the collection contract. Please see our list above.

Diverse Employment.

If you have a mission or program uniquely committed to hiring workers with employment barriers, veterans, disabled, the chronically unemployed or low-income individuals, or woman and minority (if they are underutilized in your profession such as construction trades), please describe. The City expects a substantive and highly integrated program, instead of a standard EEO or Affirmative Action policy.

Describe how this mission or commitment would translate directly into placement of such workers to perform the scope of work for this City contract opportunity.

The WM IEP (Innovative Employment Pathways) program offers employment opportunities for individuals who face persistent barriers to employment. The IEP program is a key component of our People First focus. It strengthens our recruitment, sustainability, and social impact strategy.

Valuing our military veterans for their leadership, teamwork, and safety skills

When it comes to developing career pathways, WM is a clear leader in recruiting, hiring, retaining and developing military veterans. We maintain a network of veteran employment outreach partners for recruiting purposes. We frequently advertise with key veteran employment resources, such as G.I. Jobs and Military Times, and we participate in more than 100 military job fairs a year.

Our role as one of the country's top employers of military veterans is recognized throughout the industry. Six times, G.I. Jobs has named WM a Top Military Friendly Employer. Five times, the Military Times has named WM a Best for Vets employer. U.S. Veterans Magazine has honored us as Best of the Best as a military employer.

We were recently recognized as one of the Forbes 2024 "Best Employers for Veterans". Our Talent strategy includes a dedicated Program Manager – Military Veterans to support our connections to military veteran communities enterprise wide. WM's partnership with Recruit Military enables expanded connection to directly reach to the military veteran community.



Page 4

Last updated October 4, 2023

WM named a disability-friendly company

DIVERSEability Magazine has released the early results of its review of the nation's Best of the Best Top Disability-Friendly Companies, and WM is on the list. The publication, one of the nation's fastest-growing, disability-focused magazines, polled hundreds of Fortune 1000 companies for its 2018 Best of the Best evaluations.

Adding women to our ranks

The waste industry has traditionally been male-dominated, so WM seeks to recruit women. Our Pacific Northwest recruiting team uses social media and recruiting partners to assist its outreach efforts to women. Job boards we use include Jobs4Women.net, Women for Hire and Women in Business and Industry.

Other strategies underway to interest women in roles at WM include:

- Hosting WM National Career Days that involve social media campaigns specifically focused on recruiting women
- Encouraging local WM women operators and drivers to tell their stories to the media, as they did across the Pacific Northwest in 2017 via social media, TV news stories and columns in community newspapers
- Leveraging our membership in Women in Trucking to recruit women in driver, fleet, dispatch, maintenance and operations positions, including in leadership roles

Best of the best for professional women

Women's Choice Awards (2022–2023)

WM was honored with multiple Women's Choice Awards in both 2022 and 2023, including:

- Best Companies to Work for Women
- Best Companies to Work for Diversity
- Best Companies to Work for Millennials

These awards reflect WM's efforts to foster an inclusive workplace that supports women, diverse employees, and younger professionals.

Forbes Recognitions

WM has been featured in Forbes' lists as:

- One of the World's Top Female-Friendly Companies (2021, 2022)
- Best Employers for Diversity (2022–2024)

These accolades underscore WM's dedication to creating a supportive environment for women and promoting diversity within its workforce.

Industry Leadership

In 2025, Tara Hemmer, WM's Senior Vice President and Chief Sustainability Officer, was recognized by Waste360 with the **Women Who Inspire Award**. This award highlights her leadership in sustainability and her role in mentoring the next generation of professionals in the waste management industry.

These recognitions demonstrate WM's ongoing commitment to supporting women in the workplace and leading initiatives that promote diversity and inclusion.

Recognition for doing what is right

At WM, we have been recognized for our ethics training, ethical business practices and social responsibility.

Ethisphere's World's Most Ethical Companies



Page 5

Last updated October 4, 2023

WM has been named one of Ethisphere's World's Most Ethical Companies® for 15 consecutive years, including the most recent recognition in 2024. This honor highlights WM's dedication to business integrity through robust ethics, compliance, and governance programs. In 2024, WM was one of only two companies recognized in the Environmental Services industry category.

Additional Recognitions

Beyond Ethisphere, WM has received awards that underscore its ethical and responsible business practices:

- **America's Most Responsible Companies:** Recognized by Newsweek in 2020, 2021, 2023, and 2024
- **100 Best Corporate Citizens:** Listed by Corporate Responsibility Magazine and 3BL Media from 2015 to 2022
- **Best Employers for Diversity:** Featured by Forbes from 2022 through 2024.

Internal Programs for our employees

At WM, we embrace and cultivate respect, trust, open communication and diversity of thought and people. We're building inclusive practices that empower our employees because we know the impact we can make when we unite on shared values and purpose.

WM supports Employee Resource Groups that are open to all employees and provide an opportunity to network across WM's geographic footprint and various lines of business. WM's four internal Employee Resource Groups (ERGs) are designed to foster a culture of inclusion and belonging by enabling and empowering our teammates to grow, learn and engage. With a strong focus on our People First commitment, WM's ERGs embrace and cultivate respect, trust, open communication and diversity of thought and people.



Our Multicultural Employee Resource Group serves to attract, retain, celebrate and develop team members of all cultures. This diverse group works to empower all employees through networking, mentoring, resource sharing and community partnership activities.



Our LGBTQ+ Employee Resource Group serves as a welcoming space for employees who understand that sharing their authentic identity is powerful in fostering an inclusive environment where everyone can bring their full selves to work each day. Through support from each other and allies, members illustrate how at WM, inclusion matters.



Page 6

Last updated October 4, 2023



Our Women's Empowerment Network Employee Resource Group is focused on creating a workplace that empowers, encourages and supports women. WEN is dedicated to providing women with resources they need to advance their skills and leadership potential through growth, networking and allyship.



Our Veterans Employee Resource Group supports veteran employees and military families across WM while increasing the focus on military recruitment in partnership with talent acquisition and developing external partnerships with veteran organizations.



Inclusion Plan Instructions

WMBE firms include any self-identified or state-certified firm that is at least 51% woman or minority owned (per SMC 20.42). The following may assist bidders: <http://web6.seattle.gov/fas/registration/> and <https://omwbe.wa.gov/directory-certified-firms>. A WMBE does not need to be self-identified and registered within the City's on-line business registration at time of bid but must do so before contract execution.

1. When the City places the Inclusion Plan into the solicitation requirements, the "Bidder" must complete and submit this WMBE Inclusion Plan as part of the RFP response. If the form is not completed and submitted as part of the response, the bid will be considered non-responsive.
2. The RFP provides the evaluation scoring matrix, which includes how many points this Inclusion Plan will be given in RFP evaluation. Notes below provide you the context of how points will be considered. The Plan will be evaluated by the City based upon the strength of the good faith efforts to utilize WMBE-owned firms
3. A Prime (i.e. the Bidder, Vendor, the company submitting the proposal) who self-identifies (or is state certified) as a WMBE firm, must complete this form, even if it intends to self-perform.
4. If you are a WMBE Prime and choose to self-perform elements that are eligible for subcontracting (i.e. work that is discretionary, which a prime may choose to self-perform or subcontract), you may include your self-performance as part of your aspirational goal and may name your self-performance for such discretionary work within your Guaranteed WMBE utilization.
5. All work identified in the Plan to be performed by a WMBE firm must be a commercially useful function for the contract scope.
6. The City may discuss the Plan with the apparent successful bidder before incorporating into the contract; the Plan may be amended by mutual consent.
7. For phased work, (for example, an IT project), provide responses as thorough as possible given the scope known. If future phases require, the City will review the Plan for mutually-agreed upon updates.

Aspirational WMBE Goals (Page 1)

8. These goals are a serious commitment the Prime (i.e. Bidder or Proposer) can reasonably and realistically achieve given good faith efforts.
9. These aspirational goals, good faith efforts, progress reports, and collaboration with the City are material to the contract.
10. The Bidder is to provide an Aspirational Goal that is achievable. Failure to achieve the goal itself is not a material breach, but substantial variance below the Aspirational goal volunteered by the Bidder may measure failed good faith efforts, to establish a reasonable goal and/or build an appropriate effort to achieve the aspirational goal.
11. The Aspirational Goal percentage applies to the entire contract cost. If change to the contract requires a modification to the percentage, then the City and Prime will discuss whether a greater or lesser goal is appropriate and modify the Plan.
12. The bidder should enter a total WMBE goal on page 1 where indicated. The City seeks a separate percentage WBE and MBE goal. If the bidder does not provide such goals separately and only gives a total, then the City may seek the two separate percentages after bid opening and rely upon the total for scoring. If the Bidder provides a WBE and MBE goal, but does not total the percentage, the City shall total those percentages to become the total.



Page 8

Last updated October 4, 2023

WMBE Guarantee (Page 2)

13. The Prime has the option to list WMBE firms with whom the Prime commits to contract. This does not need, and is not expected, to equal your aspirational goal on page 1. You may have WMBE firms you can commit at time of bid but may have other opportunities you are not yet prepared to guarantee.
14. A WMBE Guarantee should be secured with the WMBE firm in advance of listing on the form. The City does not require a signed contract in place with the WMBE.
15. Changes to named WMBE Guarantees:
 - a. A named firm includes any WMBE named in the Inclusion Plan with whom the Bidder would Contract if awarded the Contract.
 - b. Any such WMBE that the Prime wishes to substitute during the project must have City Buyer consent through a change order and a demonstrated "good cause." "Good cause" shall include the following:
 1. Failure of the WMBE to execute a written contract after a reasonable period of time.
 2. Bankruptcy of the WMBE.
 3. Failure of the WMBE to provide the required bond.
 4. The WMBE is unable to perform the work because they are debarred, not properly licensed, or in some other way is ineligible to work.
 5. Failure of the WMBE to comply with a requirement of law applicable to subcontracting.
 6. The death or disability of the WMBE (if the WMBE is an individual)
 7. Dissolution of the WMBE (if the WMBE is a corporation or partnership).
 8. If there is a series of failures by the WMBE to perform in accordance with previous contracts.
 9. Failure or refusal of the WMBE to perform the work.
 - c. If the Prime is making a change to a named WMBE Subcontractor, then the Prime shall use good faith efforts to recruit another WMBE to do the Work.

Diverse Employment (Page 3)

- a. Corporate EEO policies and affirmative action policies are not indicative of a unique employment mission.
- b. A response is not required, if you have no such program within your company and/or you do not have a unique mission as part of your business purpose.



Exhibit 4. Material & Processing Protocol & Audit Methodologies

A. Inbound Load Inspection and Rejection Protocols

The Contractor will establish and follow reasonable Load Inspection and Rejection Protocols to determine whether an individual load of the City's Recycling contains Unacceptable Materials or more than thirty percent (30%) Contamination by weight or volume, utilizing standard industry procedures that are subject to approval by the City. The protocols should include the following elements:

1. Each inbound load of the City's Recycling is visually inspected by the Contractor to determine suitability for processing.
2. If a load is observed to contain Unacceptable Material or estimates that it contains more than thirty percent (30%) Contamination, the Contractor documents the inspection electronically and photographs the inspected load and Unacceptable Material, including recording the date and time of inspection, associated scale ticket number, truck number, City collection route number, a description of the Unacceptable Material identified and/or the percentage of contamination observed (if applicable), and whether the load was accepted or rejected. Summary reports of such information shall be provided to the City each month in an electronic format approved by the City.
3. If a load contains an Unacceptable Material that can be removed safely from the load, the Contractor will remove the Unacceptable Material and then accept the remainder of the load for processing. Unacceptable Material that is separated will be returned to the City as Refused Material for proper management at the City's own expense.
4. A load that contains Unacceptable Material that cannot be removed safely, or that contains more than thirty percent (30%) Contamination by weight or volume may be rejected and returned to the City as Refused Material or, at the discretion of the Contractor, may be processed by the Contractor.
5. The Contractor shall separately track, record, and report the weight of Refused Material. Such tracking shall be subject to audit and review by the City. The tons of Refused Material which are not Processed shall be deducted from the total inbound City's Recycling delivered to the Contractor in order to calculate the monthly Processing Fee due to the Contractor.
6. Refused Material shall be returned to the City for proper management and disposal at the City's own expense. The City shall be responsible for the costs associated with transporting and hauling Refused Material to the Designated Intermodal Facility. Contractor will pass through 3rd party hauling costs to the City.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

B. Materials & Processing System Audit (System Audit)

The Contractor will conduct an annual facility-based Materials and Processing System (System) Audit at each designated processing facility. The purpose of the System Audit is to determine the proportions of each Commodity and of Residual produced by the Contractor's processing system from a representative sample of the City's Recycling. The results of the System Audit will be used to calculate the inbound composition and relative proportions of Commodities produced from the City's Recycling to determine Average Market Value of the City's Recycling. Data from the System Audit will also be used in combination with results from the Commodity and Residual Audits to determine the amount of Contaminants in the City's Recycling and to evaluate the Contractor's performance with respect to the processing specifications established under this Contract.

Each System Audit will be conducted using the following methodology:

System Audit Sample Material

1. **Sampling Method:** A representative selection of loads of the City's Recycling, including a representative proportion of material from single-family and multifamily residences, is sequestered by Contractor's Facility staff upon delivery and kept separately from all other inbound material in a predetermined holding area over the course of 3-5 days. Load selection and sampling is done by Facility staff ahead of the scheduled composition study in consultation with City staff to confirm a balanced and representative mix of residence types and demographics of neighborhoods in routes selected. Loads that are sampled are photographed to show the truck and the material being pulled aside for the sample, and the route number and date of sampling is recorded. Sample material is weighed and the weight of each sample load and the combined weight of sample material is recorded.
2. **Sample Size:** The total sample size of a standard System Audit should be equivalent to 1%-1.5% of the total monthly average of delivered single stream. A combined total of 60-80 tons is anticipated for a sample size for a standard System Audit. A follow-up System Audit conducted for the purposes of re-evaluating the Contractor's performance with respect to Process Residual performance standards may be conducted with a smaller sample size of at least 30 tons.

System Audit Preparation

3. On the day of the composition study, the sorting equipment and all material storage bunkers are cleaned of all other material by Facility staff and inspected by Facility management and City representative(s) prior to beginning the study. Absolutely no other material should be in the system or in a bunker.
4. Sample material is placed in a cleared area adjacent to the infeed conveyor.
5. Upon completion of a walkthrough and agreement that the system is free of all other material, start time is recorded and sample material is then run through the system and sorted material is baled or packaged. The sorting and baling process is done under witness by Facility management and City representative(s).

Exhibit 4. Material & Processing Protocol & Audit Methodologies

6. System is run under normal operating conditions and material is sorted according to standard operating protocols into the Commodities regularly produced by the Facility. Facility staff perform their normal functions, except that additional or modified activities may be incorporated to allow for collection of Commodities samples and Residual Samples during the System Audit.
7. Any material that is not to be baled is deposited into containers with tare weights measured under witness by Facility management and City representative(s). This may include Residual, Glass, and any other Commodities not appropriate to be baled or not sorted into quantities sufficient to be baled, as well as Commodities samples taken for the purpose of the Commodities Audit.
8. Once sorting is complete, stop time is recorded and the sorting equipment and all material storage bunkers are once again inspected for any remaining material by Facility management and City representative(s). Any accumulated material that was placed in barrels on the sorting platform is emptied into the appropriate storage bunkers in the system.
9. All sample material that is baled, including any partial bales, is accumulated on the floor of the bale storage area for general inspection. Containers of non-baled material are also accumulated and inspected. Once inspected, bales and containers are weighed and recorded under witness by Facility management and City representative(s).
10. Once weighed, Commodities and Residual materials are set aside for supplement Commodity and Residual auditing.

System Audit Analysis and Reporting

11. Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
12. The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and recommendations for operational changes to optimize recycling efficiency and maximize capture of Recyclable Materials from the City's Recycling. The final content and format of the System Audit report will be agreed upon by the City and the Contractor in advance.
13. A 1-2% discrepancy in inbound sample material weight to total sorted material weight is acceptable due to loss of material attributable to a number of variables including loss of water weight at the time of tipping, evaporation of moisture, or loss of fine particulates either in the air or stuck to processing equipment such as conveyor belts.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

C. Residual Audit

The Contractor shall conduct an annual Residual Audit in conjunction with each System Audit. The purpose of the Residual Audit is to determine what portion of the Residual that results from the processing the City's Recycling is Contaminants and what portion is Process Residual. The results of the Residual Audit will be used to calculate the amount of Contaminants to be accepted by the City at the City's Designated Intermodal Facility for disposal at no charge and to evaluate the Contractor's performance with respect to the processing specifications established under this Contract.

Each Residual Audit will be conducted using the following methodology:

Residual Audit Sample Material

- 1. Sampling Method:** Residual Audit sample material is selected from Residual material resulting from the System Audit using a representative sampling technique such as grab sampling or time-based sampling. Residual sample material should be representative of the Residual material produced through normal sorting operations.
- 2. Sample Size:** A minimum of five 50 lb. Residual samples are to be included. The number and/or weight of samples may be adjusted at the request of the City or the Contractor to increase the accuracy of the data.

Residual Audit Sample Sorting

- 3.** Each Residual sample is hand-sorted to categorize materials into. pre-determined categories agreed upon by the City and the Contractor. Categories are defined to facilitate the differentiation of Recyclable Materials and Contaminants.
- 4.** Each sorted material category is weighed separately using a calibrated digital scale and the weight is recorded under witness by Facility management and City representative(s).

Residual Audit Analysis and Reporting

- 5.** Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
- 6.** The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and recommendations for operational changes to optimize recycling efficiency and minimize loss of Recyclable Materials in Residual. The final content and format of the Residual Audit report will be agreed upon by the City and the Contractor in advance.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

D. Commodities Audit

The Contractor shall conduct an annual Commodities Audit on Commodities produced under this Contract in conjunction with each System Audit. The purpose of the Commodities Audit is to collect information about the Capture Rates and/or mis-sorts of Recyclable Materials and the quality of the commodities produced from the City's Recycling.

Audit results for 3 Mix Glass will be used to evaluate the Contractor's compliance with the Commodity Contamination limits established under this Contract. For all other commodities, results will be compared to commodity Quality Standards referenced in the Contractor's Materials Marketing Plan.

Each Commodities Audit will be conducted using the following methodology:

Commodities Audit Sample Material

1. **Sampling Method:** Commodities Audit samples are selected from each of the Commodities produced from the System Audit. Commodities sample material should be obtained in an unbiased way and be representative of the Commodities produced through normal sorting operations. Commodities samples may be selected during the course of the System Audit using grab sampling or time-based sampling methods, or may be selected after the completion of the System Audit. For baled material, samples should be extracted from the middle of an opened bale. The method of sampling for each Commodity will be agreed upon by the City and the Contractor in advance.

For 3 Mix Glass, Commodity audits can be alternatively conducted by using glass end markets, but the Commodity sampled must be from Contractor-specific loads that are reasonably expected to be from the City's Recycling, supported with documentation, and conducted in accordance with the Glass Recycling Coalition's MRF Glass sampling protocol.

A follow-up Commodities Audit conducted for the purposes of re-evaluating the Contractor's performance with respect to Commodity quality standards, including 3 Mix Glass, may be performed by obtaining samples of Commodities produced through standard sorting operations and are not required to be produced from a System Audit conducted in accordance the sampling method described above.

2. **Sample Size:** A minimum of three 5-lb samples of 3 Mix Glass collected in accordance with the Glass Recycling Coalition's MRF Glass sampling protocol will be collected. For all other Commodities, the appropriate number and weight of samples for each type of MRF commodity will be proposed based on the relative volume/weight of each Commodity and will be agreed upon by the City and the Contractor in advance.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

Commodities Audit Sample Sorting

3. Each Commodity sample is hand-sorted to categorize materials into pre-determined categories agreed upon by the City and the Contractor. Categories are defined to facilitate the differentiation of target and mis-sorted Recyclable Materials and Contaminants.
4. Each sorted material category is weighed separately using a calibrated digital scale and the weight is recorded under witness by Facility management and City representative(s).

Commodities Audit Analysis and Reporting

5. Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
6. The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and any recommendations for operational changes to optimize the quality of Commodities produced and minimize mis-sorted Recyclable Materials. The final content and format of the Commodities Audit report will be agreed upon by the City and the Contractor in advance.

EXHIBIT 5 – Operations Plan (WM to provide a preliminary plan no later than 60 days after the Effective Date)

EXHIBIT 6 – Materials Marketing Plan
(WM to provide the preliminary plan
included in their proposal)

1. Contractor Cyber Security Program.

The Contractor shall establish and maintain a cyber security risk management program that effectively evaluates, mitigates, and monitors cyber security risk of the overall product or service. The Contractor cyber security risk management program shall include the following components, as appropriate to the Contractor's products and services:

- 1.1 Establish and maintain a security controls framework that includes:
 1. methods to stay abreast of new control capabilities and monitor the effectiveness of current controls,
 2. a vulnerability management framework that identifies, prioritizes, documents, tracks, and effectively remediates vulnerabilities in the Contractor's secure product or service life cycle, and
 3. implementation that complies with a current applicable interoperability and security standard from a recognized standards body, such as ISO, NIST, SSAE SOC 2, or IEC.
- 1.2 Establish and maintain appropriate infrastructure security measures to protect the Contractor's technology environments, to include hardware and software development.
- 1.3 Establish and maintain appropriate measures to protect processing and storage of City data.
- 1.4 Establish and maintain a capability to detect, report, and respond to Security Events (defined below) and incidents.
- 1.5 Establish and maintain a third-party risk management program that effectively evaluates, mitigates, and routinely monitors the risk of all third-party engagements across the enterprise, including use and origin of third-party products and services.
- 1.6 Establish and maintain a threat management program that leverages threat analysis and performs threat assessments to proactively identify, prioritize, and respond to current and emerging threats in the environment.
- 1.7 Establish and maintain a program to ensure all end users who have access to company systems and/or information are properly screened, trained in cyber security awareness, periodically reviewed for their eligibility, and continuously monitored to reduce the risk of inadvertent or malicious violations of cyber security policy.
- 1.8 Establish and maintain a physical security program to protect the facility perimeter, interior, and physical property from compromise by using, as appropriate, external and internal access controls, delivery screening areas, video surveillance, perimeter guards, and robust response capabilities.

The Contractor shall participate, as requested by the City, in questionnaires or audits that assess the capability of the Contractor's implemented cyber security program at no additional cost to the City. The Contractor shall provide documentation of the Contractor's implemented cyber security program, including recent assessment results, or conduct periodic on-site security assessments at the contractor's facilities. These on-site security assessments may be conducted by an independent third party, at the discretion of the City.

2. Notification of Remote Access Termination.

The Contractor shall, within 24 hours for all relevant personnel changes that require the City to take a disablement action, provide notification to the City when a Contractor employee's remote or onsite access to City systems or services should no longer be granted. The Contractor must take immediate steps, as appropriate, to prevent personnel from using remote or onsite access. Circumstances for no longer granting access to contractor employees include:

1. Contractor determines that any of the persons permitted access is no longer required,
2. persons permitted access are no longer qualified to maintain access, or
3. Contractor's employment of any of the persons permitted access is terminated for any reason.

If the Contractor utilizes third parties (or subcontractors) to perform services to the City, the Contractor shall obtain the City's prior approval, and require third party's adherence to the same security procedures and access termination requirements as the Contractor.

3. Disclosure of Known Vulnerabilities.

The Contractor shall provide attestation of periodical vulnerability reviews, or summary documentation of publicly disclosed security vulnerabilities in the hardware, software, or services provided to the City at time of delivery. As appropriate, confidentiality agreements may be established to provide access to summary documentation of uncorrected security vulnerabilities in the procured product that have not been publicly disclosed. The summary documentation of vulnerabilities should include a description of each vulnerability and its potential impact, root cause, and recommended compensating security controls, mitigations, and/or procedural workarounds.

The Contractor shall communicate security-related technical issues with a single technical point of contact as specified by the City.

4. Product Security, Authenticity, and Integrity.

The Contractor shall be responsible for ensuring the integrity and authenticity of all Contractor products and software patches provided to City.

The Contractor shall provide documentation of its patch management program and update process for any hardware, software, or services provided to the City (including third-party hardware, software, and firmware). This documentation shall include resources and technical capabilities to sustain this program and process, as well as the Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.

For new procurements, the Contractor shall verify and provide documentation, prior to delivery to the City or within a pre-negotiated period after delivery, that procured products (including third-party hardware, software, firmware, and services) have:

1. appropriate updates and patches installed,
2. removed or disabled all components that are not required or have documented a specific explanation and provided risk mitigating recommendations or technical justification acceptable to the City if removal or disable is not technically feasible,
3. all active accounts (including, but not limited to, generic and/or default) that need to be active for proper operation of the procured product, and
4. removed or disabled any accounts that are not needed prior to delivery of the procured product to the City.

For the duration of the Contract, the Contractor shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 30 days or a timeframe that is agreed upon by both parties. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, not to exceed seven (7) days. If updates cannot be made available by the Contractor within these time periods, the Contractor shall provide mitigations and/or workarounds acceptable to the City in its sole discretion. Upon failing to provide a mitigation, the Contractor shall publish a recommended method of exploit detection.

The Contractor shall provide a method or recommendation acceptable to the City for how the integrity of software and patches can be validated by the City (such as digital signatures, fingerprints or cipher hashes).

The Contractor shall remove all software components that are not required for the operation and/or maintenance of the procured product. If removal is not technically feasible, then the Contractor shall disable software not required for the operation and/or maintenance of the procured product. This removal shall not impede the primary function of the procured product. If software that is not required cannot be removed or disabled, the Contractor shall document a specific explanation and provide risk mitigating recommendations and/or specific technical justification. The Contractor shall provide documentation on what is removed and/or disabled.

The Contractor shall disclose the existence of all known methods for bypassing computer authentication in any procured product, often referred to as backdoors, and provide written documentation that no undocumented authentication bypass methods allowing unauthorized access exist.

5. Coordination of Remote Access Controls.

The Contractor shall coordinate with the City to control contractor-initiated interactive remote access and ensure system-to-system remote access is managed in a manner acceptable to the City. This may include specification of specific IP addresses, ports, and minimum privileges required to perform remote access services. Where technically feasible, Contractors shall use individual user accounts with multi-factor authentication that can be configured to limit access and permissions based on the principle of Least Privilege.

Where the Contractor is provided with remote access to City systems, the Contractor shall:

1. maintain their IT assets (hardware, software and firmware) connecting to the City's network with current updates to remediate security vulnerabilities or weaknesses,
2. document their processes for restricting connections from unauthorized personnel,
3. ensure Contractor personnel do not disclose or share account credentials, passwords, authentication tokens, establish unauthorized connections, and
4. take no action while remotely connected to the City's network that are not explicitly authorized.

For Contractor system-to-system connections that may limit the City's capability to authenticate the personnel connecting from the Contractor's systems, the Contractor will maintain complete and accurate user logs, access credential data, records, and other information applicable to connection access activities for a negotiated time period.

6. Assured Product Logistics

The Contractor represents and warrants that they are able to substantiate product logistics and provenance, ensure authenticity and integrity, and protect against tampering of components during product sourcing, production, and delivery. Upon the City's request, the Contractor shall provide documentation of programs or processes such as:

1. procedural methods of monitoring and enforcing shipping, handling, and delivery practices,
2. an established and verifiable history of component "ownership",
3. record of physical or logical modifications that have taken place at each point along the supply chain,
4. technical methods in protection of physical hardware, software, and firmware, and
5. maintenance commitment including:
 - documentation of the protection of spare parts and instructions on how to request replacement part, and
 - ensuring that for a specified time into the future, spare parts shall be made available by the Contractor.

7. Transition of Ownership.

The City must be notified in advance of any transition of ownership, where such notification does not conflict with legal obligations. In such an event, the Contractor shall provide a contingency plan to ensure the City uninterrupted product service and assured product security and integrity during the ownership transition (e.g., source code, security procedures, and dependent products placed in escrow). Unless and until renegotiated, all contractual obligations persist and apply.

8. Definitions.

Authorized Persons:

1. authorized Contractor employees, and
2. authorized Subcontractors who have a legitimate need to know or otherwise access Data to enable Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

Data: All information provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, in the course of the Contractor's performance under this Contract.

Personal Information: Data provided to Contractor by or at the direction of the City, or to which access was provided to the Contractor by or at the direction of the City, in the course of the Contractor's performance under this Contract that:

1. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers), or
2. can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Security Breach:

1. any act or omission that compromises either the security, confidentiality, or integrity of Data, Confidential or Personal Information or the physical, technical, administrative or organizational safeguards put in place by the Contractor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Data, Confidential or Personal Information, or
2. receipt of a complaint in relation to the privacy practices of the Contractor or a breach or alleged breach of this Contract relating to such privacy practices.

Security Event: Any identified, threatened, attempted or successful breach of Contractor's components, software, or systems that has the potential to adversely impact the City, including but not limited to adverse impacts to:

1. any contractor or other third-party products including hardware, software, and services provided to (or leveraged by) the City,
2. City data stored and/or processed by the City, Contractor, other third parties, and/or a third party on behalf of the Contractor,
3. Contractor's supply chain, or
4. Contractor's security posture, reliability, or reputation.

Subcontractor: Any third-party contractor, manufacturer, service provider, or other entity that is not the named Contractor in this Contract that is or may be subject to the Contractor's performance of this Contract.

9. Security Event Notifications.

Security Event notifications shall include a detailed description of the event, including the products or services at risk, and appropriate precautions available or recommended mitigations to minimize risks to the City. As appropriate to the security event and in a timeframe and manner acceptable to the City, the Contractor shall promptly:

- perform analysis of information available or obtainable,
- provide an action plan for resolution, and
- provide ongoing detailed status reports, Contractor mitigations, and final resolution communications.

10. Data Use.

Contractor acknowledges and agrees that, in the course of its engagement by the City, Contractor may receive or have access to Data and Personal Information. Contractor shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Data and Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees. Contractor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Persons, employees, subcontractors, and any other parties under Contractor's control or direction concerning the safeguarding and treatment of Personal Information. Contractor may use the Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose.

City Data and Personal Information is deemed to be confidential information of the City and is not confidential information of the Contractor. In the event of a conflict or inconsistency between this section and any other section or exhibit related to confidentiality and compliance with laws, the terms and conditions set forth in this section shall govern and control. All Data will remain the exclusive property of the City, and Contractor will have no rights, by license or otherwise, to use the Data except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this agreement with respect to the Data or any other information.

In recognition of the foregoing, Contractor agrees and covenants that it shall: (i) keep and maintain all Data and Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Data solely and exclusively for the purposes for which the Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data or Personal Information for Contractor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and (iii) not, directly or indirectly, disclose Data or Personal Information to any person other than Authorized Persons, including any, subcontractors, agents, service providers, or contractors (an "Unauthorized Third Party") without express written consent from the City, unless and to the extent required by government authorities, or to the extent expressly required, by applicable law. In which case, Contractor shall (i) notify the City before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of City's Data and Personal Information.

Contractor warrants and represents that it shall store and process City data and content only in the continental United States.

11. Data Security.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Data and Personal Information does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as any other applicable regulations and directives.

Without limiting Contractor's obligations in this Contract, Contractor shall implement administrative, physical, and technical safeguards to protect Data that are no less rigorous than accepted industry practices, including the current International Organization for Standardization's standards: ISO/IEC 27001 - Information Security Management Systems - Requirements and ISO-IEC 27002 - Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, and/or other applicable industry standards for information security. To the extent that encryption is used in the performance of this Contract, expected acceptable encryption standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules) and FIPS-197. Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.

At a minimum, Contractor's safeguards for the protection of Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) strictly segregating the City's Data from information of Contractor or its other customers so that the City's Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor personnel.

During the term of each Authorized Person's employment or other relationship with Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Contract. Contractor further agrees that it maintains a disciplinary process to address any unauthorized access, use, or disclosure of Data by any of Contractor's officers, partners, principals, employees, Agents, or Contractors. Upon City's written request, Contractor shall promptly identify and provide in writing all Authorized Persons.

Upon City's written request, Contractor shall provide City with a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Contract, including, without limitation: (i) connectivity to City and all third parties who may access Contractor's network to the extent the network contains City's Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

12. Security Breach.

Contractor shall: (i) provide the City with the name and contact information for an employee of Contractor who shall serve as the City's primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of a suspected or actual Security Breach; and (iii) notify the City of any Security Breaches by telephone at the following number: (206) 684-4357; e-mailing the City with a read receipt at security@seattle.gov and with a copy by e-mail to Contractor's primary business contact within the City.

Immediately following Contractor's notification to the City of a suspected or actual Security Breach, the parties shall coordinate with each other to contain, mitigate, investigate, and respond to the Security Breach. Contractor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the facilities and operations affected; (iii) providing resources and facilitating interviews with Contractor's personnel and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, hard drives, and other media and materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.

Contractor shall take reasonable steps to/use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse the City for actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, Contractor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

13. Service Evaluation.

During the term of the Contract, Customer or mutually agreed upon entity may conduct an audit or assessments to determine whether the Contractor is fulfilling the terms of this Contract. The Contractor will agree to share with the City a written report of the audit or assessment results.

14. Service Provided by a Subcontractor.

Prior to the use of any subcontractor under this Contract, Contractor shall notify the City of the subcontractor(s) that are intended to be involved in providing any of the Contract systems and/or services to the City, and Contractor must obtain the City's written consent in advance.

In the event that Contractor terminates its agreement with a City-approved subcontractor, Contractor shall first allow the City the option to assume any applicable rights and obligations of Contractor under the agreement and to transfer the agreement to the City, provided there shall be no changes in the services requirement. Contractor shall provide the City with advance written notice of its intent to terminate the agreement and at least thirty (30) days to respond and indicate whether the City wishes to assume the rights and obligations under the agreement.

25-002-A Recycling Processing Services - Exhibit 8

Table 1 Minimum Required Recyclables, Additional Recyclables, Minimum Commodities*

Material Category	Minimum Required Recyclables	Additional Recyclables	Minimum Commodities
Paper	<ul style="list-style-type: none"> · Newspaper · Plain OCC or Kraft Paper · Grocery or Shopping Bags · Paper Packaging · Paper Products · Aseptic Containers · Gable Top Containers 	<ul style="list-style-type: none"> · Other Polycoated Containers · Non-Compostable Single-Use Food Service Paper Packaging (not soiled) 	<ul style="list-style-type: none"> · Mixed Paper (with Aseptic & Gable Top Containers included, unless marketed separately) · OCC
Plastic	<ul style="list-style-type: none"> · PET Bottles and Jars · HDPE Natural Bottles and Jars · HDPE Colored Bottles and Jars · PP Bottles and Jars · PET Non-Bottle Packaging · HDPE Non-Bottle Packaging · PP Non-Bottle Packaging 	<ul style="list-style-type: none"> · Other Plastic Bottles and Jars · Other Non-Bottle Plastic Packaging · Non-Compostable Food Service Plastic Packaging · Small Durable Plastic Products 	<ul style="list-style-type: none"> · PET Bottles (with Thermoforms) · HDPE Natural · HDPE Colored · PP Small Rigid · Mixed Bulky Rigid
Glass	<ul style="list-style-type: none"> · Glass Bottles and Containers · Mixed Cullet (>1/4" glass pieces) 	<ul style="list-style-type: none"> · Mixed Cullet (<1/4" glass pieces) 	<ul style="list-style-type: none"> · 3 Mix Glass
Metal	<ul style="list-style-type: none"> · Aluminum Cans · Aluminum Foil or Containers · Empty Ferrous and non-Ferrous Aerosol Cans · Steel Food Cans · Other Ferrous Metal 		<ul style="list-style-type: none"> · Aluminum Cans · Steel Cans · Other Ferrous

*See Seattle 2025 Residential Garbage and Recycling Composition Study for definitions of material categories listed as Minimum Required Recyclables and Additional Recyclables.

25-002-A Recycling Processing Services - Exhibit 8

Table 2 Commodities Composition Percentages

Commodities Produced	% Composition	Notes -- 2025 Recycling Composition Study categories included
Mixed Paper	24.0%	<i>Incl. all Recyclable Paper categories except Plain OCC or Kraft Paper</i>
OCC	37.4%	<i>Incl. Plain OCC or Kraft Paper</i>
PET Bottles (with Thermoforms)	3.5%	<i>Incl. #1 PET Bottles & Jars, #1 PET Non-Bottle Plastic Packaging, #1 PET Large Plastic Packaging</i>
HDPE Natural	0.5%	<i>Incl. #2 HDPE Natural Bottles & Jars</i>
HDPE Colored	1.1%	<i>Incl. #2 HDPE Pigmented Bottles & Jars, #2 HDPE Non-Bottle Plastic Packaging, Other Plastic Bottles & Jars, Other Plastic Non-Bottle Packaging, 50% of #2, #4, & #5 Small Durable Products</i>
PP Small Rigid	1.2%	<i>Incl. #5 PP Bottles & Jars, #5 PP Non-Bottle Packaging, Single-Use Food Service Packaging, 50% of #2, #4, & #5 Small Durable Products</i>
Mixed Bulky Rigid	0.3%	<i>Incl. #2 HDPE Large Plastic Packaging, #5 PP Large Plastic Packaging, #2, #4, & #5 Large Durable Products</i>
3 Mix Glass	13.5%	<i>Incl. all Glass Bottles & Jars, Glass Fines</i>
Aluminum Cans	2.4%	<i>Incl. Aluminum Cans, Aluminum Foil or Containers, Non-Ferrous Aerosol Cans</i>
Steel Cans	1.2%	<i>Incl. Steel Cans, Ferrous Aerosol Cans</i>
Scrap Metal (Ferrous)	1.3%	<i>Incl. Other Ferrous Metal</i>
Contaminants	13.5%	<i>Incl. all categories not classified as "Curbside Recyclable"</i>
TOTAL	100%	

25-002-A Recycling Processing Services - Exhibit 8

Table 3. Reference Prices for Calculation of Average Market Value of City's Recycling

Commodities Produced	Published Index	Region	Index Grade/ Description	Ref. Price
Mixed Paper	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Mixed Paper (54), domestic, FOB Northwest	Regional Avg., 1st of Month
Sorted Residential Papers	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Sorted Residential Papers (56), domestic, FOB, US PNW	Regional Avg., 1st of Month
OCC	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Old Corrugated Containers (11), domestic, FOB, US PNW	Regional Avg., 1st of Month
PET Bottles (with Thermoforms)	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	PET (Baled, picked up)	Regional Avg., 1st of Month
HDPE Natural	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Natural HDPE (Baled, picked up)	Regional Avg., 1st of Month
HDPE Colored	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Colored HDPE (Baled, picked up)	Regional Avg., 1st of Month
PP Small Rigid	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	PP Post Consumer (Baled, picked up)	Regional Avg., 1st of Month
Mixed Bulky Rigid	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Mixed Bulky Rigid – OR – HDPE Rigid (Baled, picked up)	Regional Avg., 1st of Month
3 Mix Glass	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	3 Mix (Delivered)	Regional Avg., 1st of Month
Aluminum Cans	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Aluminum Cans (Sorted, Baled, picked up)	Regional Avg., 1st of Month
Steel Cans	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Steel Cans (Sorted, Baled, picked up)	Regional Avg., 1st of Month
Scrap Metal (Ferrous)	N/A			Actual Price, Avg. of Month

25-002-A Recycling Processing Services - Exhibit 8

Table 4. Example Monthly Average Market Value of the City's Recycling*

Commodities Produced	Inbound % of City's Recycling	Assumed % Captured	Outbound % of City's Recycling	Ref. Price (\$/ton)	Average Market Value
Mixed Paper	24.0%	90.0%	21.6%	\$ 12.50	\$ 2.70
OCC	37.4%	90.0%	33.6%	\$ 32.50	\$ 10.93
PET Bottles (with Thermoforms)	3.5%	90.0%	3.1%	\$ 40	\$ 1.24
HDPE Natural	0.5%	90.0%	0.5%	\$ 700	\$ 3.17
HDPE Colored	1.1%	90.0%	1.0%	\$ 50	\$ 0.51
PP Small Rigid	1.2%	90.0%	1.1%	\$ 30	\$ 0.33
Mixed Bulky Rigid	0.3%	90.0%	0.2%	\$ (30)	\$ (0.07)
3 Mix Glass	13.5%	90.0%	12.2%	\$ (35)	\$ (4.26)
Aluminum Cans	2.4%	90.0%	2.1%	\$ 1,050	\$ 22.52
Steel Cans	1.2%	90.0%	1.1%	\$ 155	\$ 1.73
Scrap Metal (Ferrous)	1.3%	90.0%	1.1%	\$ 120	\$ 1.38
Contaminants	13.5%	n/a	13.5%	-	n/a
Process Residual <i>Assumes 10% of each Recyclable Materials category is lost as Process</i>			8.8%	<i>Proposer to pay</i>	<i>n/a</i>
TOTAL	100%				\$ 40.18

**Calculated using Commodities Composition Percentages from Table 2 and reference prices from designated published indices of Commodities from Table 3, November 2025*

Vendor’s Name: Waste Management of Washington, Inc.

City Non Disclosure Request

If you believe any statements or items you submit to the City as part of this bid/response are exempt from disclosure under the Washington Public Records Act, RCW Chapter 42.56, you must identify and list them below **and provide the City with a copy of your bid/response with those portions redacted**. Should the City receive a public records request for your bid/response, the City will first release the redacted version of the proposal to the requester.

Requesters may accept the redacted proposal or decide to challenge all or some of the exemptions applied by the vendor. If the requestor challenges the exemptions, the City provides you with notice and up to ten days to seek an injunction to prevent the release of the challenged portion of the record. This notice is a courtesy and not a legal obligation. Only records properly listed on this form and redacted will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

The City will **not** withhold information or provide notice simply because your document is marked with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You must very clearly and specifically identify each statement or item and the corresponding RCW exemption that applies. You may not identify the entire page, unless the entire page is within the exemption scope.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package	Statement: Repeat the text you request to be held as confidential or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. Please refer to [Chapter 42.56 of the Revised Code of Washington](#) for the exemptions.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Public Utilities

Title: An ordinance relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a contract with Waste Management of Washington, Inc., to provide recycling processing services for The City of Seattle; and ratifying and confirming certain prior acts.

Background: The Seattle Public Utilities' current recycling processing contract with Rabanco, Ltd. expires on March 31, 2027. The utility in 2025 issued a Request for Proposals ("RFP") for new contracts and reviewed the submitted proposals. It selected Waste Management of Washington, Inc. ("WM") based on the evaluation criteria in the RFP and negotiated a new five-year processing contract, with two 3-year extensions, that will begin in April 2027. This ordinance would authorize SPU to sign and implement the contract in 2026 to provide sufficient lead time for WM to purchase, receive, and deploy new equipment for an additional recycling material receiving facility.

The new contract aligns with the 2026-2028 approved rates. The contract would cost more than the current recycling and disposal contract primarily for two reasons:

1. The expiring contract was signed in 2007 and recycling processing rates have increased since that time.

2. The new contract will improve recycling materials processing outcomes that result in several key benefits. It improves the sorting of recycling materials into higher grade commodities and reduces the loss of recyclables into garbage. It also has higher goals for regional markets and markets that have reduced negative environmental impact and improves overall end-market transparency. These improvements will result in higher commodity revenues, reduced costly residual (garbage) disposal charges and improved trust and participation in recycling.

Summary Attachments: None

2. Capital Improvement Program (CIP)

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

- Yes
 No
-

3. Summary of Financial Implications

Does this legislation have financial impacts to the City? Yes. The new contract is estimated to cost \$6.4 million in 2027, an increase in overall processing costs since the last contract was signed in 2007. The new contract rates are in line with current recycling processing industry standards for strong recycling outcomes, including high capture rates, high quality commodity manufacturing, lower disposal rates and improved sales and marketing outcomes and transparency.

Projected contract costs for the remainder of the Strategic Business Plan period (2027-2030) are an additional \$4.2 million compared to the latest solid waste rate study. Recycling commodity revenue is expected to decrease during the same period by \$2.4M due to declining market prices for recycling commodities. Rates are set through 2028 and due to strong financial performance of the solid waste fund there should not be an impact to the SBP rate path. Annual inflation adjustments are at 80% CPI, the same terms as the Organic Processing Contracts, which are the most recent solid waste contracts.

Yes

No

a. Expenditure Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
NA	(\$34,690)	\$1,234,198	\$1,381,995	\$1,605,924

b. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
NA	(\$653,817)	(\$605,660)	(\$596,215)	(\$541,168)

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.

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?

NA

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

The current contract term ends March 31, 2027, with no option for an extension. Without the new contract in place, there will be no mechanism for the City to process its recyclables.

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

NA

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 recycling processing contract is one of several large SPU solid waste contracts and is one of the smaller contracts in terms of net financial impact, compared to the solid waste disposal and collection contracts. Therefore, increases in the recycling contract cost will have lower overall rate impact to customers than the other contracts. This contract's processing fee has increased over the prior contract. To address this, it introduces terms to offset the higher processing fee. These terms include improved recycling processing and commodity quality requirements which increase commodity volumes and revenues and reduce disposal costs to ratepayers.

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? SPU will update all educational communications related to this new contract.

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 contract will improve the processing of recyclables into commodities, reducing carbon emissions. It will also ensure SPU can intervene if garbage is

introduced into the environment based on poor capture rates and poor commodity sales.

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.

NA

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?

NA

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

No



Legislation Text

File #: Res 32209, **Version:** 1

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

The City of Seattle

Resolution

A resolution approving the proposed charter amendments recommended by the board of the Seattle Social Housing Developer.

Recitals:

Initiative Measure Number 135 (I-135), creating the Seattle Social Housing Developer, was approved by voters during the February 14, 2023, special election.

I-135 included a charter for the Seattle Social Housing Developer as Exhibit A. Under Article XI of that charter, City Council approval is needed to revise the charter.

The Seattle Social Housing Developer Board voted on May 5, 2026, and May 21, 2026, to recommend the proposed changes as found in Attachment A of this resolution. Therefore,

Be it resolved by the City Council of The City of Seattle:

Section 1. The City Council adopts the amended Seattle Social Housing Charter, attached to this resolution as Attachment A, superseding the charter adopted by Initiative 135.

Attachments:

Attachment A - Restated Seattle Social Housing Developer Charter

Adopted by the City Council and signed in open session in authentication of its adoption on .

President of the City Council

Attested on .

Scheereen Dedman, City Clerk

Seal

Attachment A – Restated Seattle Social Housing Developer Charter v2

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

Seattle Social Housing Developer Charter Amendments

ARTICLE I. NAME.

The name of this corporation shall be the Seattle Social Housing Developer (“Public Developer”).

ARTICLE II. PURPOSE, DIRECTIVES, AND GOALS.

- 1) The core mission of the Seattle Social Housing Developer shall be to develop, own, and maintain social housing developments, as well as lease units of said developments.
- 2) In carrying out its purpose, the Public Developer MUST adhere to the following:
 1. The housing MUST be owned exclusively by the Public Developer or by any form of entity or interest owned and controlled by the Public Developer;
 2. To the extent possible, all developments MUST contain housing units that accommodate a mix of household income ranges, including extremely low-income (0-30% Area Median Income (“AMI”)), very low-income (30-50% AMI), low-income (50-80% AMI), and moderate-income (80-120% AMI), and a mix of household sizes. If the Public Developer takes over a building, existing residential tenants will not be displaced, and these targets will be achieved as tenants turnover in the building;
 3. Tenancy MUST not be revoked based on changes to household income;
 4. Rental rates MUST be dedicated to permanent affordability and ~~set based on~~ consider the amount needed for operations, maintenance, and loan service on the building or development containing the unit;
 5. Residents MUST be afforded opportunities for restorative justice conflict resolution prior to being subject to eviction procedures;
 6. ~~Developments~~ Housing MUST be permanently protected from being sold or transferred to a private entity or public-private partnership, except that as to any property or other interest, Public Developer may mortgage, lease, assign revenues to creditors, record restrictive covenants or grant deeds of trust and consent to any transfer of such property by operation of law, by foreclosure, or in lieu of foreclosure, subject to any recorded regulatory or other covenant requirement for use of the property;
 7. Residents MUST have opportunities to participate directly and meaningfully in decision-making; and
 8. New developments MUST meet green building and Passive House Standards.

- 3) In carrying out its purpose, and to the extent legally allowed, the Public Developer should strive to achieve the following goals:
1. The Public Developer should use a lottery-based, minimal barrier application process, free of required rental references, co-signers, background checks, and application fees, and which does not discriminate based upon citizenship or immigration status;
 2. The Public Developer should provide housing to those who live or work in Seattle;
 3. The Public Developer should explore ~~tenant unit resident lease~~ ownership ~~options~~-models where the property is owned by SSHD and the housing unit is leased for a specified amount of time to the resident, as modeled by international social housing models;
 4. The Public Developer should retrofit acquired buildings to meet Passive House Retrofit Standards under the EnerPHit Retrofit Plan and meet Americans with Disabilities Act standards;
 5. The Public Developer should limit rent to no more than 30% of income;
 6. New developments should include daycare, communal kitchens, affordable co-op working spaces, and/or common areas;
 7. The Public Developer should construct new developments using union labor; ~~and~~
 8. The Public Developer should establish a labor harmony agreement.; and
 9. The Public Developer should include in all relevant agreements: (a) a right of first refusal to purchase any commercial property held by a third party that is on, attached to, or encumbers any Public Developer owned property at an amount that does not allow the private party to benefit from market speculation; and (b) a provision that, if the Public Developer does not exercise the right of first refusal, the third party may be limited in the profit received on any sale of the property by an Index Price. The Board of Directors of the Public Developer shall adopt a policy stating how the "Index Price" will be determined and implemented.

ARTICLE III. AUTHORITY AND LIMIT ON LIABILITY.

Section 1. Legal Authority. The Social Housing PDA is a public corporation organized pursuant to RCW 35.21.660, RCW 35.21.670, and RCW 35.21.730-.755. This Charter is subject to the constitutions and laws of the United States and the State of Washington and regulations adopted under those laws. Chapter 3.110 of the Seattle Municipal Code does not apply to the Public Developer and this Charter except to the extent stated herein. As a public corporation organized under said State and local laws, it is a political subdivision of the State with an area of operation limited to the City of Seattle.

Section 2. Limit on Liability. All liabilities incurred by the Public Developer shall be satisfied exclusively from the assets and properties of the Public Developer and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations or liabilities of the Public Developer.

Section 3. Mandatory Disclaimer. The following disclaimer shall be posted in a prominent place where the public may readily see it in the Public Developer's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Public Developer. The Public Developer is organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

ARTICLE IV. DURATION.

The duration of the Public Developer shall be perpetual.

ARTICLE V. POWERS.

The Public Developer shall have all powers available to public corporations under state and local law including RCW 35.21.660-.670 and 35.21.730-.755 and SMC 3.110.040-.060, 3.110.120 and 3.110.420 except as otherwise limited by this ordinance or the Charter. In addition, the Public Developer is empowered to perform all manner and types of community services and activities relating to the purpose of the Social Housing PDA utilizing local, state, federal, or private funds, or real property.

ARTICLE VI. LIMITS.

The Public Developer, in all activities and transactions, shall be limited as set forth in SMC 3.110.080 at the time of enactment. In addition, the Public Developer shall not issue shares of stock, pay dividends, or make loans, and shall remain the sole owner of all of its housing (but not its commercial) assets either directly or through an entity formed pursuant to Article II, (2) 1, and the Public Developer shall not merge with another corporation or organization unless the developments being transferred continue to be governed in perpetuity according to the requirements of this Charter.

ARTICLE VII. THE SOCIAL HOUSING PDA BOARD.

Section 1. The permanent management of the Social Housing Developer shall rest with the Board. There shall be thirteen (13) members:

1. Seven (7) members shall be initially appointed by the Seattle Renters' Commission, which is hereby given such authority. The initial seven (7) members appointed by the Seattle Renters' Commission shall include at least one (1) member who has experienced housing insecurity; at least one (1) member who has experienced financial eviction; and at least one (1) member who has been displaced. In addition, they shall represent a range of incomes, including three (3) members living at 0-50% AMI; two (2) members living at 50-80% AMI; two (2) members living at 80-100% AMI. The Seattle Renters' Commission shall appoint replacements, except that once the Public Developer has begun operation of social housing and has adopted the initial Rules and Regulations for the Constituency, the positions will be appointed by and filled with residents of social housing ("Constituency") pursuant to the Rules and Regulations for the Constituency as the term of each of the board members appointed by the Renters' Commission ends either by expiration of the term or the member resigning or otherwise ceasing to hold the position.
2. One (1) member shall be a rank-and-file union member appointed by the Martin Luther King, Jr. County Labor Council, which shall also appoint replacements.
3. One (1) member shall be a leader from a community organization that provides housing to marginalized communities. El Centro De La Raza shall appoint the first member to fill this position. The Board shall select replacements for this position after a public call for self-nominations.
4. Two (2) members shall be appointed by the City Council and one (1) member shall be appointed by the Mayor. As terms expire, the City Council and Mayor shall appoint replacements for their appointed members. Of the members appointed by the Mayor and City Council, there must be members with expertise in public housing finance, urban planning, and nonprofit housing development.
5. One (1) member with ~~expertise in green development~~ professional experience and expertise in the design or development of sustainable construction, appointed by the Green New Deal Oversight Board, which shall also appoint replacements that meet these qualifications.

Section 2. These persons and entities must appoint the first members of the Board within 60 days of the effective date of this Ordinance, and shall promptly appoint a replacement upon the expiration of members' terms or when a replacement is otherwise required. Board members must have a commitment to the goals of social housing.

Section 3. The terms of members of the Board shall be four years, except for the initial designation of Board positions to achieve staggered terms, as described below. No person shall serve more than eight (8) consecutive years on the Board. At the first meeting of the Board, the Board positions shall be divided into three categories, by

random drawing. The first three names drawn shall be in Category One. The term of office of Category One positions shall be that which most closely coincides with the second anniversary of the formation of the permanent Board. The second three names drawn shall be in Category Two. The term of office for Category Two shall be that which most closely coincides with the third anniversary of the formation of the permanent Board. The remaining members shall be in Category Three. Their term of office shall be that which most closely coincides with the fourth anniversary of the formation of the permanent Board.

Section 4. The Board may create committees by resolution with a minimum of three (3) board members and a maximum of six (6) board members.

Section 5. Board Concurrence Required. The requirement for Board concurrence shall be that established by SMC 3.110.200, except that the donation of money, property, and assets is prohibited. The Board is prohibited from gifting money, property, or assets belonging to the Public Developer.

Section 6. Board Review. The Board shall meet at least once each month. The Board shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. The Board shall also review balance sheets each month. The Board shall review all such information at open public meetings, the minutes of which shall specifically note such reviews, and include such information.

If possible, all Board meetings shall be broadcast and, except for executive or closed sessions authorized under RCW 42.30.110 or RCW 42.30.140, all Board meetings shall be public and transparent. All public records of the Board and the Public Developer may be requested in accordance with RCW Chapter 42.56 and may not be withheld unless exempt or confidential under state law.

Section 7. Quorum Defined. A quorum to commence a Board meeting shall be no fewer than seven (7) members of the Board.

Section 8. Officers and Division of Duties. The Board shall have at least four (4) or more officers. The initial officers shall be the Chair, Vice-Chair, Secretary, and Treasurer. Officers shall be elected from among the members of the Board by the Board for a term of one year, and members of the Board may serve additional terms as officers if elected by the Board.

Section 9. Removal of Board Members. If any Board member resigns, or becomes ineligible to serve, or misses three (3) or more consecutive Board meetings or two-thirds ($\frac{2}{3}$) of scheduled Board meetings in six (6) consecutive months, they shall be replaced, unless the absences have been excused by the Board.

The replacement member shall be selected in the same manner as the departing Board member.

Section 10. The Public Developer shall, at a minimum, pay Board members representing residents, community organizations, and the labor representatives for their time conducting Board business, as well as providing them with staff support as needed

for them to successfully serve. The Board may choose to pay other members for their time.

ARTICLE VIII. CONSTITUENCY.

Section 1. Composition. Once the Public Developer begins operation of social housing ~~and after it has adopted the initial Rules and Regulations for the Constituency~~, the Constituency of the Social Housing PDA shall consist of residents living within its developments and shall be governed by this Article. The Rules and Regulations shall provide for meetings, including notice, quorum, and other provisions dealing with the Constituency. The Constituency must have regularly scheduled meetings and an annual meeting when it elects position(s) to the Board.

Section 2. The concurrence of the Constituency shall also be required on the following matters: (1) any proposed amendments to the Charter; (2) any proposed amendments to the Rules and Regulations of the Social Housing PDA if said amendment deals with matters which are within the power and responsibility of the Constituency as set forth in this section; (3) proposed amendments to the provisions of the Rules and Regulations governing procedures for meetings of the Constituency; ~~and~~ (4) annually fixing the compensation of Board members and adopting Board reimbursement policies; ~~and (5) selection of an independent auditor.~~ Such concurrence shall require an affirmative vote of a majority of the constituents voting on the issue.

Section 3. The Constituency shall elect a person or persons to serve on the Board in seven (7) of the thirteen (13) positions as provided herein and any Rules and Regulations adopted by the Constituency. If no candidate receives a majority affirmative vote, a run-off election between the top two candidates shall be held not later than one month following the first election.

Section 4. Each multifamily social housing development owned by the Public Developer shall form a governance council. The Board shall establish appropriate size limitations for governance councils based on the size of the developments that they represent. A governance council shall have the following powers and responsibilities:

- a) Host regular meetings to gather feedback and perspective of residents.
- b) Provide the resident perspective to property management.
- c) Represent the interests of the development in biannual meetings with the board.
- d) Determine how to spend the building or development's allotted annual budget for common room amenities and social events.
- e) Participate in the approval of renovation projects.
- f) Other responsibilities as determined by the Board.

~~A governance council and the Board may consult with a mission-driven nonprofit corporation or community land trust with appropriate experience for the purpose of establishing managerial policies and practices that align with the requirements of social housing and the need to provide suitable renter protections.~~

ARTICLE IX. MEETINGS.

Section 1. Open Public Meetings. All Board meetings shall be open to the public to the extent required by RCW 42.30.010, et seq. Efforts to open meetings above and beyond the letter of the law are to be encouraged and applauded.

Section 2. Parliamentary Authority. The Board may adopt rules of procedure to govern its meetings and the meetings of any subcommittee or committee of the Board. Such rules of procedure shall be consistent with the Charter and state and local law.

Section 3. Minutes. Meeting minutes shall be made publicly available.

ARTICLE X. RULES AND REGULATIONS.

The Board shall adopt Rules and Regulations to govern the Public Developer that are consistent with this Charter.

ARTICLE XI. AMENDMENTS TO CHARTER.

Amendments to the Charter shall be recommended by the Board, and take effect upon City Council approval.

ARTICLE XII. RECORDS AND REPORTING REQUIREMENTS.

Records and reporting requirements shall be governed by SMC 3.110.390, 3.110.400, and 3.110.410 as existing on the date this ordinance was enacted.

ARTICLE XIII. COMMENCEMENT.

The Public Developer shall come into existence upon the certification of passage of this initiative.

ARTICLE XIV. DISSOLUTION.

Dissolution of the Public Developer shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the Public Developer and the winding up of its affairs, all of the rights, assets and property of the Public Developer shall pass to and be distributed according to the terms of binding agreements or to a qualified entity specified in SMC 3.110.490.

ARTICLE XV. MISCELLANEOUS.

Section 1. Bonding. The members of the Board and any other officers or officials with the responsibility for handling accounts and finances shall file fidelity bonds in an amount determined adequate and appropriate by the Board. The Public Developer shall pay the premium for such bonds. The Public Developer shall identify these officers and officials and the amounts of their bonds in its annual report.

Section 2. Safeguarding of Funds. The Public Developer's funds shall be deposited into a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time-to-time issue.

Section 3. Insurance. The Public Developer shall maintain in full force and effect liability insurance in an amount sufficient to cover potential claims for bodily injuries, death or disability, and for property damage, which may arise from or be related to its projects and activities. The Public Developer shall also maintain appropriate insurance to protect staff, officers, and Board members.

Section 4. Code of Ethics. No official or employee of the Public Developer shall engage in conduct prohibited under state or local law. Uncompensated officials and employees designated by the Public Developer in its rules or regulations as compensated employees shall annually by April 15 file statements of economic interest as required under SMC 3.110.570. The Board shall enforce the provisions of SMC 3.110.580. Additionally, all final Board determinations under SMC 3.110.580 shall be provided to the Seattle Ethics and Elections Commission for its information. The City Board of Ethics, in its discretion, may comment on any determinations and provide its comments to the Social Housing PDA Council.

Section 5. Discrimination Prohibited. Neither Board, Constituency, nor governance council membership may be directly or indirectly based upon or limited by age, race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, political ideology, or the physical handicap of a capable person. Use of City funds shall be subject to the requirements of SMC 20.46 (City Contracting—Fair Business Practices).

Section 6. Severability. If any part of this Charter is found by a court to be illegal or unconstitutional, according to either the Federal or State Constitution or laws, the remaining parts shall remain in force.

The Charter shall be interpreted in the broadest sense in order that the Social Housing PDA may carry out its mandate.

New Section 7. The definitions contained in SMC 3.110.020 and Section 3 of Initiative 135 shall apply to this Charter. In the event of any inconsistency, Initiative 135 definitions control over the SMC, and Charter definitions control over both Initiative 135 and the SMC.

For the purposes of this Charter:

“Restorative justice” means a voluntary, community-centered process for residents grounded in relationship, respect, responsibility, repair, and reintegration. It brings together those impacted by harm to address conflict or issues by asking who has been harmed, what they need, and whose responsibility it is to meet those needs. The process supports meaningful accountability, repair of harm, and the restoration of relationships to the greatest extent possible, and, where feasible, addresses unmet needs connected to the conflict, harm, or issue.

“Social Housing Development” or “Development” means one or more housing buildings or portions of buildings that are built or acquired by the Public Developer and used specifically for social housing.

“The Public Developer” or “Social Housing Developer” means the Seattle Social Housing Developer and any entity it owns, controls or is under its common control.

Summary and Fiscal Note

1. Legislation Summary

Department: Legislative

Title: A resolution approving the proposed charter amendments recommended by the board of the Seattle Social Housing Developer.

Background: Initiative Measure Number 135 (I-135), which created the Seattle Social Housing Developer (SSHD), was approved by voters in February 2023. The SSHD charter was attached to I-135 as Exhibit A. Under Article XI of the charter, while the SSHD Board can recommend changes to the charter, City Council approval is needed to revise it. The SSHD Board voted on May 5, 2026, and May 21, 2026, to recommend the proposed changes to the charter, as found in Attachment A to the resolution. The changes are being proposed in order to enhance SSHD's ability to accomplish their mission of developing, owning, and maintaining social housing developments in the City of Seattle. The proposed changes will:

- Allow SSHD to form a single purpose entity (such as a limited liability company) which can be used to purchase or develop properties and protect SSHD's other assets against unforeseen setbacks. SSHD would retain control over housing by owning and controlling this single purpose entity;
- Allow rent rates to be based on more than just the cost of building operations in order to allow for cross-subsidization of buildings or the use of building revenue to support bond payments;

- Allow SSHD properties to be used as collateral for debt and allow SSHD to execute regulatory agreements, such as a Mandatory Housing Affordability performance regulatory agreement;
- Allow SSHD to create a condominium structure for property it develops, where SSHD retains the housing portion of the building but sells the commercial portion;
- For any commercial portion of a condominium that is sold, add a requirement for SSHD to have right of first refusal and limit the profit that the commercial condominium owner can make off any sale;
- Establish a process by which the seven SSHD board positions currently appointed by the Renter's Commission will be appointed by the Constituency once SSHD begins operations of social housing; the constituency is comprised of residents living within SSHD developments;
- Eliminate the requirement that the Constituency selects an independent auditor; however the SSHD is still required provide audited financial statements to the City Clerk annually;
- Add a new definition section; and
- Make other changes for purposes of clarity.

Because this legislation incorporates only the exact changes recommended by the SSHD board, Council can approve the changes via a resolution. Council does have the authority to make changes to the charter not recommended by the board and could do so at any time. However, Council would need to do so via an ordinance and not a resolution.

Summary Attachments: None

2. Capital Improvement Program (CIP)

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

Yes

No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

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.

Black, indigenous and people of color are disproportionately impacted by the lack of affordable housing in Seattle. In large part that is due to disparities in income:

- Close to two-thirds of Native American households and Black households having income at or below 80% of AMI.
- Nearly half of Hispanic or Latino households have incomes this low.
- In contrast, only one third of white households have incomes at or below 80% AMI.

Black households and Native American are the most cost burdened, meaning that a household pays more than 30% of its income towards rent. The highest estimated prevalence is found among Black households, about half of whom are cost burdened—and roughly a quarter severely so, meaning they pay more than 50% of their income towards rent.

There are also similar disparities in terms of who experiences homelessness. Based on the 2024 Point in Time analysis, 15% of people experiencing homelessness in King County identify as Black/African American, but according to 2023 U.S. Census data only 7% of King County’s population identifies as Black/African American. Similarly, 6% of people experiencing homelessness identify as American Indian, Alaskan Native, or Indigenous, but that group makes up less than 1% of King County’s population.

It is not yet clear how the SSHD will help address these racial disparities related to housing. The SSHD Charter has a number of provisions that could benefit low-income tenants, who as described above are disproportionately BIPOC, such as a goal to include a mix of units affordable to a range of incomes including low and very low income and a goal to have rent be set at 30% of a tenant’s income. However, because these are goals – and not set requirements – it remains to be seen how well are implemented and what the end benefit is to low-income tenants, including BIPOC tenants.

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