



# CITY OF SEATTLE

## City Council

### Agenda

**Monday, September 21, 2020**

**2:00 PM**

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

**M. Lorena González, President**

**Lisa Herbold, Member**

**Debora Juarez, Member**

**Andrew J. Lewis, Member**

**Tammy J. Morales, Member**

**Teresa Mosqueda, Member**

**Alex Pedersen, Member**

**Kshama Sawant, Member**

**Dan Strauss, Member**

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

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



# CITY OF SEATTLE

## City Council Agenda

**September 21, 2020 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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*In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.9 through October 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.*

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

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

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at

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

Sign-up to provide Public Comment at the meeting at

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

Watch live streaming video of the meeting at

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

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

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

**A. CALL TO ORDER**

**B. ROLL CALL**



**C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**

[Min 297](#) September 8, 2020

**Attachments:** [Minutes](#)

[Min 298](#) September 14, 2020

**Attachments:** [Minutes](#)

[Min 299](#) September 15, 2020

**Attachments:** [Minutes](#)

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

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

[IRC 271](#) September 21, 2020

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

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

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

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

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

**H. PAYMENT OF BILLS**

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

[CB 119892](#)

AN ORDINANCE appropriating money to pay certain audited claims for the week of September 7, 2020 through September 11, 2020 and ordering the payment thereof.

**I. COMMITTEE REPORTS**

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

**CITY COUNCIL:**

1. [CB 119881](#) AN ORDINANCE relating to renovating KeyArena at the Seattle Center; authorizing the Mayor or the Mayor's designees to execute an Agreement with Seattle Arena Company, LLC, to establish roles and responsibilities for coordinating the design and constructing the transit-only lanes on Queen Anne Avenue North and 1st Avenue North, a transit queue jump at 1st Avenue North and Republican Street, design upgrades for the Protected Bicycle Lanes, and additional improvements to Thomas Street.

**Attachments:** [Att 1 – KeyArena Transit Improvements Memorandum of Agreement](#)

**Supporting Documents:** [Summary and Fiscal Note](#)  
[Central Staff Memo](#)

2. [CF 314457](#) Office of City Auditor's request for a one-year suspension of a citywide financial condition report pursuant to Seattle Municipal Code section 3.40.060.

**Attachments:** [Memo from City Auditor Requesting Suspension of Report](#)

**GOVERNANCE AND EDUCATION COMMITTEE:**

3. [Res 31933](#) A RESOLUTION expanding the requirements for the Summary and Fiscal Note that accompanies new legislation so that it also considers impacts of climate change.

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

**In Favor: 5 - González , Juarez, Mosqueda, Sawant, Strauss**

**Opposed: None**

**Attachments:** [Att A - Summary, Environmental, and Fiscal Note Template v2](#)  
[Att B - Redline Version of Summary, Environmental, and Fiscal Note Template v2](#)

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

**FINANCE AND HOUSING COMMITTEE:**

4.     [CB 119886](#)     AN ORDINANCE relating to the transfer of City property located at 722 18th Avenue, Seattle, Washington; authorizing the conveyance of the property to Byrd Barr Place, a Washington non-profit corporation, consistent with the intent of Resolution 31856 and to provide for the continued delivery of social services; making findings of fact about the consideration for the transfer; authorizing acceptance of a negative easement restricting future development of the property; superseding Resolution 31837 for the purposes of this ordinance; and authorizing the Director of the Department of Finance and Administrative Services or designee to execute and deliver documents necessary to carry out the conveyance of such property on the terms and conditions of this ordinance.

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

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

**Opposed: None**

**Attachments:**   [Att 1 - Byrd Barr Place Transfer Agreement](#)  
                          [Att 1 Ex A – Form of Negative Easement](#)  
                          [Att 1 Ex B – Form of Deed](#)

**Supporting Documents:**   [Summary and Fiscal Note](#)  
                                      [Summary Att A – Property Map for Former Fire Station 23](#)

**COMMUNITY ECONOMIC DEVELOPMENT COMMITTEE:**

5.     [CB 119887](#)     AN ORDINANCE relating to community involvement in the oversight of the Equitable Development Initiative; establishing a permanent Equitable Development Initiative Advisory Board; and adding new Sections 3.14.994, 3.14.995, 3.14.996, 3.14.997, and 3.14.998 to the Seattle Municipal Code.

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

**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**

**Opposed: None**

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

6. [Appt 01615](#) Appointment of DeAunte Damper as member, Seattle LGBTQ Commission, for a term to April 30, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
7. [Appt 01616](#) Appointment of Kaitlin Skilton as member, Seattle Commission for People with Disabilities, for a term to October 31, 2020.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
8. [Appt 01621](#) Appointment of Holly Morris Jacobson as member, Seattle Arts Commission, for a term to December 31, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
9. [Appt 01622](#) Appointment of Paula Olivia Nava Madrigal as member, Seattle Music Commission, for a term to August 31, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
10. [Appt 01623](#) Appointment of Judi Rafaela Martinez as member, Seattle Music Commission, for a term to August 31, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)

11. [Appt 01624](#) Appointment of Terry D. Morgan as member, Seattle Music Commission, for a term to August 31, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
12. [Appt 01625](#) Appointment of Ryan Baldwin as member, Seattle Human Rights Commission, for a term to January 22, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
13. [Appt 01626](#) Appointment of Star Farnaz Dormanesh as member, Seattle Human Rights Commission, for a term to July 22, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
14. [Appt 01620](#) Appointment of Jennifer Gordon as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
15. [Appt 01518](#) Appointment of Yadira Siqueiros as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)

16. [Appt 01619](#) Appointment of Harmony Leanna Eichsteadt as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
17. [Appt 01630](#) Appointment of Marcia Wright-Soika as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
18. [Appt 01631](#) Reappointment of Rhonda Carter as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)
19. [Appt 01632](#) Reappointment of Zoe True as member, Seattle Women's Commission, for a term to July 1, 2021.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)

**PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:**

20.    [CB 119879](#)    AN ORDINANCE relating to the operation and maintenance of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Seattle Information Technology Department to execute for and on behalf of The City of Seattle an interlocal agreement between The City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila for the purpose of creating a non-profit corporation, as provided under RCW 39.34.030, to own, operate, and maintain the regional emergency radio communication system that is being installed and developed under a separate interlocal agreement authorized by Ordinance 124685.

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

**In Favor: 4 - Herbold, González , Lewis, Morales**

**Opposed: None**

**Absent(NV): 1 - Sawant**

**Attachments:**    [Att 1 – Emergency Radio Network Operator Interlocal Cooperation Agreement](#)

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

#### **TRANSPORTATION AND UTILITIES COMMITTEE:**

21.    [CB 119883](#)    AN ORDINANCE amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); revising project allocations for the Madison BRT - RapidRide G Line project and certain other projects in Ordinance 126000 into the 2020-2025 Adopted CIP; and ratifying and confirming certain prior acts.

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

**In Favor: 4 - Pedersen, Strauss, González , Morales**

**Opposed: None**

**Attachments:**    [Att A - CIP Project Pages](#)

**Supporting Documents:**    [Summary and Fiscal Note v2](#)



22. [CB 119857](#) AN ORDINANCE relating to the City Light Department; clarifying that residents living in the City Light Department owned housing in the Diablo and Newhalem communities are subject to the City Light Department's rates under Chapter 21.49 and 21.56 of the Seattle Municipal Code; amending Section 21.56.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

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

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

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

23. [CB 119870](#) AN ORDINANCE relating to the City Light Department; authorizing the General Manager and CEO to execute a ten-year agreement with Pend Oreille County, for loss of revenues and additional financial burdens associated with the City Light Department's operation of the Boundary Hydroelectric Project on the Pend Oreille River pursuant to RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427; and ratifying and confirming certain prior acts.

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

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

**Opposed: None**

**Attachments:**

[Att 1 - 2020 Agreement](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

24. [CB 119871](#) AN ORDINANCE relating to the City Light Department; establishing updated eligibility requirements for net metering and customer-requested net metering aggregation billing arrangements; and amending Section 21.49.082 of the Seattle Municipal Code.

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

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

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

25. [CB 119885](#) AN ORDINANCE relating to the City Light Department; amending Section 21.49.084 of the Seattle Municipal Code to enable a broader suite of voluntary renewable energy program options to City Light customers.

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

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

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

## J. ADOPTION OF OTHER RESOLUTIONS

26. [Res 31968](#) A RESOLUTION providing an honorary designation of E Union Street between 34th Avenue and 35th Avenue as “Douglas Q. Barnett Street.”

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

27. [Res 31969](#) A RESOLUTION setting the time and place for a hearing on the appeal of Lou Bond from the findings and recommendation report of the Hearing Examiner on the final assessment roll for Local Improvement District No. 6751, and directing that the City Clerk provide any required notice of the hearing in the manner required by law.

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



## Legislation Text

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**File #:** Min 297, **Version:** 1

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September 8, 2020

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, September 8, 2020

2:00 PM

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

### City Council

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

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

*In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.9 through October 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.*

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

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.9 and guidance provided by the Attorney General's Office, on September 8, 2020, pursuant to the provisions of the City Charter. The meeting was called to order at 2:00 p.m., with Council President González presiding.

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

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

**Present:** 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

**Late Arrival:** 1 - Lewis

By unanimous consent, the Council Rules were suspended to allow Councilmembers to participate and vote at City Council and Committee meetings by electronic means through October 1, 2020.

#### **C. PRESENTATIONS**

There were none.

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

[Min 295](#)

**August 12, 2020**

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

**In Favor:** 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

[Min 296](#)

**August 17, 2020**

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

**In Favor:** 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

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

[IRC 269](#)**September 8, 2020**ACTION 1:

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

ACTION 2:

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

*Councilmember Lewis joined the meeting at 2:05 p.m.*

ACTION 3:

Motion was made by Councilmember González, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Council Bill 119878, and by referring it to the City Council.

Council Bill 119878, AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

ACTION 4:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Council Bill 119879, and by referring it to the Public Safety and Human Services Committee.

AN ORDINANCE relating to the operation and maintenance of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Seattle Information Technology Department to execute for and on behalf of The City of Seattle an interlocal agreement between The City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila for the purpose of creating a non-profit corporation, as provided under RCW 39.34.030, to own,



operate, and maintain the regional emergency radio communication system that is being installed and developed under a separate interlocal agreement authorized by Ordinance 124685.

ACTION 5:

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

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

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

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

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

**G. PUBLIC COMMENT**

The following individuals addressed the Council:

Brittney Bollay  
Mairi Dulaney  
Cynthia Spiess  
Don Creery  
Megan Kruse  
Fana Abreha  
Mohamed Yussuf  
Deb Barker  
Bob Gulbranson  
Moulaym Cherif  
Sheila Stickel  
Ahmed Farah

By unanimous consent, the Council Rules were suspended to extend the Public Comment period for an additional 15 minutes.

Walt Ellis  
Jonathan Hopkins  
Katie Wilson  
Francis Kamau  
Judith Bendich  
Maria Batayola  
Howard Gale  
Colleen McAleer  
Eric Salinger  
Phuong Bui  
Tim Alborg  
Aliesha Ruiz  
Charlie Lapham  
Braxton Baker  
Valerie Schloredt

**H. PAYMENT OF BILLS**

[CB 119872](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of August 10, 2020 through August 14, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119872.

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

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

**Opposed:** None

[CB 119873](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of August 17, 2020 through August 21, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119873.

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

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

**Opposed:** None

[CB 119874](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of August 24, 2020 through August 28, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119874.

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

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

**Opposed:** None

## **I. COMMITTEE REPORTS**

### **CITY COUNCIL:**

1. [Appt 01603](#) **Reappointment of Dwane Chappelle as Director of Education for the Department of Education and Early Learning, for a term to January 1, 2024.**

Motion was made and duly seconded to confirm Appointment 01603.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

By unanimous consent, the Council Rules were suspended to allow Mr. Chappelle address the Council.

2. [Appt 01609](#) **Appointment of Shelby Cooley as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2020.**

Motion was made and duly seconded to confirm Appointment 01609.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

3. [Appt 01610](#) **Appointment of Jennifer Matter as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2021.**

Motion was made and duly seconded to confirm Appointment 01610.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

4. [Appt 01611](#) **Appointment of Princess Shareef as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2022.**

Motion was made and duly seconded to confirm Appointment 01611.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

5. [Appt 01612](#) **Reappointment of Erin Okuno as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2022.**

Motion was made and duly seconded to confirm Appointment 01612.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

6. [Appt 01613](#) **Appointment of Stephanie R. Gardner as member, Families, Education, Preschool and Promise Levy Oversight Committee, for a term to December 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01613.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

7. [Appt 01614](#) **Appointment of Emmanuel Dolo as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2022.**

Motion was made and duly seconded to confirm Appointment 01614.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

8. [CF 314455](#) **Seattle Information and Technology Department request for a six-month extension for the filing a Surveillance Impact Report due on September 1, 2020.**

Motion was made and duly seconded to approve and file Clerk File 314455.

**The Motion carried and the Clerk File (CF) was approved and filed by the following vote:**

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

**Opposed:** None

9. [Appt 01597](#) **Reappointment of Mary Ellen Russell as member, Seattle School Traffic Safety Committee, for a term to March 31, 2022.**

Motion was made and duly seconded to confirm Appointment 01597.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

10. [Appt 01596](#) **Reappointment of Margaret McCauley as member, Seattle School Traffic Safety Committee, for a term to March 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01596.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

11. [Appt 01595](#) **Reappointment of Leland Bruch as member, Seattle School Traffic Safety Committee, for a term to March 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01595.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

12. [Appt 01604](#) **Appointment of Brianna S. Holan as Chair, Seattle Design Commission, for a term to February 28, 2021.**

Motion was made and duly seconded to confirm Appointment 01604.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

13. [Appt 01605](#) **Appointment of Elizabeth Conner as member, Seattle Design Commission, for a term to February 28, 2022.**

Motion was made and duly seconded to confirm Appointment 01605.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

14. [Appt 01606](#) **Appointment of Azzurra Cox as member, Seattle Design Commission, for a term to February 28, 2022.**

Motion was made and duly seconded to confirm Appointment 01606.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

15. [Appt 01607](#) **Reappointment of Justin Clark as member, Seattle Design Commission, for a term to February 28, 2022.**

Motion was made and duly seconded to confirm Appointment 01607.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

16. [Appt 01608](#) **Reappointment of Mark Johnson as member, Seattle Design Commission, for a term to February 28, 2022.**

Motion was made and duly seconded to confirm Appointment 01608.

**The Motion carried, and the Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

**LAND USE AND NEIGHBORHOODS COMMITTEE:**



17.     [CB 119835](#)     **AN ORDINANCE relating to land use and zoning; correcting typographical errors, correcting section references, clarifying regulations, and making minor amendments; amending Sections 22.214.040, 22.214.050, 23.22.062, 23.22.100, 23.24.040, 23.24.045, 23.28.030, 23.40.060, 23.41.004, 23.41.012, 23.42.048, 23.42.112, 23.44.008, 23.44.010, 23.44.014, 23.44.016, 23.44.026, 23.44.041, 23.45.506, 23.45.512, 23.45.518, 23.45.522, 23.45.545, 23.47A.008, 23.47A.012, 23.47A.013, 23.48.005, 23.48.020, 23.48.025, 23.48.220, 23.48.225, 23.48.245, 23.48.720, 23.48.724, 23.48.740, 23.49.008, 23.49.011, 23.49.014, 23.49.056, 23.49.166, 23.52.008, 23.54.015, 23.54.025, 23.54.030, 23.54.040, 23.58C.040, 23.58D.006, 23.66.342, 23.69.032, 23.73.009, 23.73.012, 23.84A.004, 23.84A.032, 23.84A.036, 23.86.007, 23.90.018, and 25.09.060 of the Seattle Municipal Code; and adding a new Section 23.48.007 to the Seattle Municipal Code.**

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

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

**Opposed: None**

**Abstain: 1 - Pedersen**

**ACTION 1:**

Motion was made by Councilmember Strauss, duly seconded and carried, to amend Council Bill 119835, by substituting version 3 for version 2.

**ACTION 2:**

Motion was made by Councilmember Pedersen and duly seconded, to amend Council Bill 119835, Section 17, Seattle Municipal Code 23.44.026, as shown in Attachment 1 to the Minutes.

The Motion failed by the following vote:

In favor: 4 - Herbold, Lewis, Pedersen, Sawant

Opposed: 5 - González, Juárez, Morales, Mosqueda, Strauss

**ACTION3:**

Motion was made and duly seconded to pass Council Bill 119835 as amended.

**The Motion carried, the Council Bill (CB) was passed as amended**

**by the following vote, and the President signed the Bill:**

**In Favor:** 8 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Sawant, Strauss

**Opposed:** 1 - Pedersen

**TRANSPORTATION AND UTILITIES COMMITTEE:**

18.     [CB 119745](#)     **AN ORDINANCE** granting the University of Washington (UW) permission to maintain and operate five existing pedestrian skybridges located around the perimeter of the UW campus as a Campus Pedestrian Skybridge Network, for a ten-year term; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

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

**In Favor:** 4 - Pedersen, Strauss, González , Morales

**Opposed:** None

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

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

**Opposed:** None

19.     [CB 119865](#)     **AN ORDINANCE** relating to street and sidewalk use; amending Ordinance 125706 and the Street Use Permit Fee Schedule authorized by Section 15.04.074 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

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

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

**Opposed:** None

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

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

**Opposed:** None

20.     [CB 119867](#)     **AN ORDINANCE relating to the City's traffic code; amending Sections 11.46.010 and 11.46.020 of the Seattle Municipal Code to revise permissible areas of operation in the right-of-way and other public pathways for electric personal assistive mobility devices and motorized foot scooters.**

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

**In Favor: 3 - Strauss, González , Morales**

**Opposed: 1 - Pedersen**

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

**In Favor:** 8 -   González , Herbold, Juarez, Lewis, Morales, Mosqueda, Sawant, Strauss

**Opposed:** 1 -   Pedersen

\*Following the Roll Call vote for Council Bill 119867, the Roll Call vote tally was inadvertently announced as 9-0. The correct Roll Call vote tally was 8-1, with Councilmember Pedersen opposed. This announcement did not affect the passage of the Bill.

21. [CB 119858](#) **AN ORDINANCE relating to the financing of the West Seattle Bridge Immediate Response project; creating a fund for depositing proceeds of taxable limited tax general obligation bonds in 2021; authorizing the loan of funds in the amount of \$50,000,000 from the Construction and Inspections Fund and \$20,000,000 from the REET II Capital Projects Fund to the 2021 LTGO Taxable Bond Fund for early phases of work on the bridge repair and replacement project; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation; and revising project allocations and spending plans for certain projects in the 2020-2025 CIP.**

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

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

Opposed: None

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

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

Opposed: None

22. [CB 119868](#) **AN ORDINANCE relating to use of City right-of-way by free-floating scooters; amending Section 15.17.005 of the Seattle Municipal Code; adopting a Free-Floating Scooter Share Program Fee Schedule; and ratifying and confirming certain prior acts.**

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

In Favor: 3 - Strauss, González , Morales

Opposed: 1 - Pedersen

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Sawant, Strauss

Opposed: 1 - Pedersen

23. [CB 119866](#) **AN ORDINANCE relating to Seattle Public Utilities; creating a restricted cash account for depositing donations and gifts; authorizing the General Manager/CEO of Seattle Public Utilities to accept donations and gifts into the account for the purpose of providing financial assistance to its low-income customers.**

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

**In Favor: 4 - Pedersen, Strauss, González , Morales**

**Opposed: None**

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

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

**Opposed: None**

24. [Appt 01598](#) **Appointment of Maria Sumner as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2021.**

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

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

**Opposed: None**

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

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

**Opposed: None**

25. [Appt 01599](#) **Appointment of Bianca Johnson as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2022.**

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

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

**Opposed: None**

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

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

**Opposed: None**

26. [Appt 01601](#) **Appointment of Esti Mintz as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2022.**

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

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

**Opposed: None**

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

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

**Opposed: None**

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

There were none.

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

There was none.

#### **L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 4:55 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on September 21, 2020.**

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

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**Monica Martinez Simmons, City Clerk**

**Att 1 - Action 2 of CB 119835**

Att 1 – Action 2 of CB 119835

Section 17. Section 23.44.026 of the Seattle Municipal Code, last amended by Ordinance 124378, is amended as follows:

**23.44.026 Use of landmark structures or sites**

A. The Director may authorize a use not otherwise permitted in the zone as an administrative conditional use within a structure or on a site designated as a landmark pursuant to Chapter 25.12(~~(, Landmark preservation ordinance,)~~) subject to the following development standards:

1. The use shall be compatible with the existing configuration of the site and with the existing design and/or construction of the structure without significant alteration; and
2. The use shall be allowed only when it is demonstrated that uses permitted in the zone are impractical because of site configuration or structure design and/or that no permitted use can provide adequate financial support necessary to sustain the structure or site in a reasonably good physical condition; and
3. The use shall not be detrimental to other properties in the zone or vicinity or to the public interest.

B. The parking requirements for a use allowed in a landmark are those listed in Section 23.54.015. These requirements may be waived pursuant to (~~Section~~) subsection 23.54.020.C.





## Legislation Text

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**File #:** Min 298, **Version:** 1

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September 14, 2020

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Monday, September 14, 2020

2:00 PM

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

### City Council

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

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

*In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.9 through October 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.*

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

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.9 and guidance provided by the Attorney General's Office, on September 14, 2020, pursuant to the provisions of the City Charter. The meeting was called to order at 2:00 p.m., with Council President González presiding.

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

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

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

#### **C. PRESENTATIONS**

There were none.

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

There were no Minutes presented for approval.

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

[IRC 270](#)

**September 14, 2020**

Councilmember Sawant disqualified herself from voting on the Introduction and Referral Calendar, pursuant to the City's Code of Ethics.

**The Introduction & Referral Calendar (IRC) was adopted by the following vote:**

**In Favor:** 8 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Strauss

**Opposed:** None

**Disqualified:** 1 - Sawant

**F. APPROVAL OF THE AGENDA****ACTION 1:**

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

**ACTION 2:**

Motion was made by Councilmember Lewis, duly seconded and carried, to amend the proposed Agenda by removing Agenda item 2, Resolution 31966.

**ACTION 3:**

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

**G. PUBLIC COMMENT**

The following individuals addressed the City Council:

Walker Thomas  
Hayden Bixby  
Monisha Singh  
Mike Stewart  
Mark Crawford  
Eternally 12 Treehugger Mariah

**H. PAYMENT OF BILLS**

[CB 119880](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of August 31, 2020 through September 4, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119880.

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

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

**Opposed:** None

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

1.     [CB 119869](#)     **AN ORDINANCE relating to violations of civil emergency orders; amending Section 10.02.110 of the Seattle Municipal Code to establish enforcement actions for violations of civil emergency orders; adding a new Section 10.02.120 to the Seattle Municipal Code to establish a severability clause to Chapter 10.02; repealing Chapter 12A.26 of the Seattle Municipal Code to consolidate provisions related to civil emergency orders; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.**

Motion was made and duly seconded to pass Council Bill 119869.

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

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

**Opposed:** None

3.     [CB 119878](#)     **AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 119878.

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

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

**Opposed:** None

4. [Res 31967](#) **A RESOLUTION providing an honorary designation of 28th Avenue Northeast from Northeast 125th Street to Northeast 127th Street as “Hayashi Avenue.”**

Motion was made and duly seconded to adopt Resolution 31967.

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

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

**Opposed:** None

**LAND USE AND NEIGHBORHOODS COMMITTEE:**

5. [CB 119827](#) **AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 208 of the Official Land Use Map to rezone land in the Rainier Beach neighborhood.**

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

**In Favor:** 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen

**Opposed:** None

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

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

**Opposed:** None

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

Motion was made, duly seconded and carried, to excuse Councilmember Sawant from the September 15, 2020 Special City Council meeting.

## **L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 2:44 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on September 21, 2020.**

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

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**Monica Martinez Simmons, City Clerk**



## Legislation Text

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**File #:** Min 299, **Version:** 1

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September 15, 2020



# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

**Tuesday, September 15, 2020**

**1:00 PM**

**Special Meeting**

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

### **City Council**

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

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

*In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.9 through October 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.*

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

The City Council of The City of Seattle met in Special Session remotely pursuant to Washington State Governor's Proclamation 20-28.9 and guidance provided by the Attorney General's Office, on September 15, 2020, pursuant to the provisions of the City Charter. The Special meeting was called to order at 1:03 p.m., with Council President González presiding.

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

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

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

**Excused:** 1 - Sawant

#### **C. PRESENTATIONS**

There were none.

#### **D. APPROVAL OF THE AGENDA**

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

#### **E. CITY COUNCIL REPORT / FINAL VOTE ON LEGISLATION**

1. [CB 119891](#) **AN ORDINANCE relating to the legal representation of Councilmember Kshama Sawant in judicial proceedings concerning a recall charge; paying expenses necessary to defend Councilmember Sawant in those proceedings; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 119891.

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

**In Favor:** 7 - González , Herbold, Lewis, Morales, Mosqueda, Pedersen, Strauss

**Opposed:** 1 - Juarez

#### **F. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 1:43 p.m.

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**Emilia M. Sanchez, Sr. Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on September 21, 2020.**

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

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**Monica Martinez Simmons, City Clerk**



## Legislation Text

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**File #:** IRC 271, **Version:** 1

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September 21, 2020



## 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                         |
|------------------------------------|--|--|
| <b><u>By: Mosqueda</u></b>         |  |  |
| 1. <a href="#">CB 119892</a>       | AN ORDINANCE appropriating money to pay certain audited claims for the week of September 7, 2020 through September 11, 2020 and ordering the payment thereof.  | City Council                               |
| <b><u>By: Pedersen</u></b>         |  |  |
| 2. <a href="#">CB 119896</a>       | AN ORDINANCE relating to the City Light and Seattle Public Utilities Departments; temporarily removing the charge of interest on delinquent utility consumption and utilization accounts; superseding several sections under Title 21 that authorize and require the collection of interest on delinquent utility consumption and utilization accounts; and ratifying and confirming certain prior acts. | City Council                               |
| <b><u>By: Pedersen,Herbold</u></b> |  |  |
| 3. <a href="#">CB 119897</a>       | AN ORDINANCE establishing additional uses for automated traffic safety cameras to reduce traffic congestion and increase safety; amending Sections 11.31.090 and 11.50.570 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.   | City Council                               |
| <b><u>By: Sawant</u></b>           |  |  |
| 4. <a href="#">Res 31968</a>       | A RESOLUTION providing an honorary designation of E Union Street between 34th Avenue and 35th Avenue as "Douglas Q. Barnett Street."   | City Council for Introduction and Adoption |
| <b><u>By: Juarez</u></b>           |  |  |
| 5. <a href="#">Res 31969</a>       | A RESOLUTION setting the time and place for a hearing on the appeal of Lou Bond from the findings and recommendation report of the Hearing Examiner on the final assessment roll for Local Improvement District No. 6751, and directing that the City Clerk provide any required notice of the hearing in the manner required by law.  | City Council for Introduction and Adoption |
| <b><u>By: Mosqueda</u></b>         |  |  |
| 6. <a href="#">CF 314457</a>       | Office of City Auditor's request for a one-year suspension of a citywide financial condition report pursuant to Seattle Municipal Code section 3.40.060.   | City Council for Introduction and Action   |

**By: Pedersen**

- |                              |  |              |
|------------------------------|--|--------------|
| 7. <a href="#">CF 314458</a> | Office of City Auditor's request for an extension for filing a report relating to Seattle Department of Transportation Surveillance Technology Usage on License Plate Reader (LPR) technology and a report on Closed Circuit Television Traffic Cameras (CCTV) technology. | City Council |
|------------------------------|--|--------------|

**By: Strauss**

- |                              |  |                                      |
|------------------------------|--|--------------------------------------|
| 8. <a href="#">Res 31970</a> | A RESOLUTION identifying proposed Comprehensive Plan amendments to be considered for possible adoption in 2021 and requesting that the Office of Planning and Community Development and the Seattle Planning Commission review and make recommendations about proposed amendments. | Land Use and Neighborhoods Committee |
|------------------------------|--|--------------------------------------|

**By: Herbold**

- |                              |  |  |
|------------------------------|--|--|
| 9. <a href="#">CB 119893</a> | AN ORDINANCE relating to the Seattle whistleblower protection code; expanding the definition of "report" in the City of Seattle's whistleblower protection ordinance to include reporting to the Office of Inspector General for Public Safety; amending Section 4.20.805 of the Seattle Municipal Code. | Public Safety and Human Services Committee |
|------------------------------|--|--|

**By: Herbold**

- |                                |  |  |
|--------------------------------|--|--|
| 10. <a href="#">Appt 01638</a> | Appointment of Dorothy Yee Leggett as member, Public Safety Civil Service Commission, for a term to December 31, 2022. | Public Safety and Human Services Committee |
|--------------------------------|--|--|

**By: Herbold**

- |                                |   |  |
|--------------------------------|---|--|
| 11. <a href="#">Appt 01639</a> | Appointment of Catherine Marie McDowall as Seattle Municipal Court Judge, Position 1. | Public Safety and Human Services Committee |
|--------------------------------|---|--|

**By: Pedersen**

- |                               |  |  |
|-------------------------------|--|--|
| 12. <a href="#">CB 119894</a> | A RESOLUTION relating to the City Light Department; adopting a Transportation Electrification Strategic Investment Plan for the City Light Department that will guide the development of the utility's infrastructure strategy and investment priorities related to the electrification of transportation. | Transportation and Utilities Committee |
|-------------------------------|--|--|

**By: Pedersen**

- |                               |  |  |
|-------------------------------|--|--|
| 13. <a href="#">CB 119895</a> | AN ORDINANCE relating to the City Light Department; granting authority for the Department to offer incentive programs in the electrification of transportation for its customers, including the promotion of electric vehicle adoption and advertising programs to promote the utility's services, incentives, or rebates; and adding a new Chapter 21.53 to the Seattle Municipal Code. | Transportation and Utilities Committee |
|-------------------------------|--|--|

**By: Pedersen**

- |                               |   |  |
|-------------------------------|---|--|
| 14. <a href="#">CB 119898</a> | AN ORDINANCE relating to the City Light Department; amending subsection 21.49.086.D of the Seattle Municipal Code to define the Net Wholesale Revenue target used in Rate Stabilization Account operations for 2021-2024. | Transportation and<br>Utilities<br>Committee |
|-------------------------------|---|--|

**By: Pedersen**

- |                               |  |  |
|-------------------------------|--|--|
| 15. <a href="#">CB 119899</a> | AN ORDINANCE relating to the City Light Department; amending Section 21.49.125 of the Seattle Municipal Code; updating the City Light Department's Open Access Transmission Tariff and rates to meet changes in costs and regulations. | Transportation and<br>Utilities<br>Committee |
|-------------------------------|--|--|



Legislation Text

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**File #:** CB 119892, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE appropriating money to pay certain audited claims for the week of September 7, 2020 through September 11, 2020 and ordering the payment thereof.

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

Section 1. Payment of the sum of \$16,662,638.34 on PeopleSoft 9.2 mechanical warrants numbered 4100373267- 4100375057 plus manual or cancellation issues for claims, E-Payables of \$112,646.71 on PeopleSoft 9.2 9100007234- 9100007290 and Electronic Financial Transactions (EFT) in the amount of \$16,000,115.61 are presented for ratification by the City Council per RCW 42.24.180.

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

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 21st day of September 2020 and signed by me in open session in authentication of its passage this 21st day of September 2020.

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



Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)



## Legislation Text

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**File #:** CB 119881, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to renovating KeyArena at the Seattle Center; authorizing the Mayor or the Mayor's designees to execute an Agreement with Seattle Arena Company, LLC, to establish roles and responsibilities for coordinating the design and constructing the transit-only lanes on Queen Anne Avenue North and 1<sup>st</sup> Avenue North, a transit queue jump at 1<sup>st</sup> Avenue North and Republican Street, design upgrades for the Protected Bicycle Lanes, and additional improvements to Thomas Street.

WHEREAS, The City of Seattle and Oak View Group, LLC entered into a Memorandum of Understanding on December 4, 2017, and passed by the Seattle City Council by Ordinance 125480 on December 4, 2017, regarding redeveloping KeyArena; and the Seattle City Council passed Ordinance 125669 on September 24, 2018, authorizing the Mayor of Seattle to execute Agreements with Seattle Arena Company, LLC ("ArenaCo") for renovating and leasing KeyArena; and

WHEREAS, under the land use code, ArenaCo is required to install improvements for people walking and biking along Queen Anne Avenue North and 1<sup>st</sup> Avenue North; and

WHEREAS, the Master Use Permit requires ArenaCo to provide a proportional payment of \$594,000 to the City for transit-related speed and reliability improvements ("Transit Improvements") in the same area; and

WHEREAS, as a condition of ArenaCo's Master Use Permit for the Arena Project, the Transit Improvements must be completed before the Seattle Department of Construction and Inspections issues a Certificate of Occupancy to ArenaCo; and

WHEREAS, other improvements related to the project that ArenaCo will install for the Seattle Department of

Transportation when the Transit Improvements are installed allow for project efficiencies that include: design upgrades along Queen Anne Ave N and 1<sup>st</sup> Ave N, and improvements on Thomas St between 1<sup>st</sup> Ave N and Queen Anne Ave N (the “Additional Improvements”); and

WHEREAS, the Arena Project is on an accelerated schedule, and the most efficient way to maximize construction efficiencies and minimize public impacts is for all elements of the Arena Project including the Transit Improvements and Additional Improvements to be designed and constructed together; and

WHEREAS, the Director of Transportation may credit up to \$300,000 in use fees from an individual project in exchange for voluntary transportation improvements of equal value under Seattle Municipal Code Section 15.04.100; and

WHEREAS, the City Council may through legislation allow further credits beyond \$300,000 in use fees as is provided for in the “Agreement Between the City of Seattle and Seattle Arena Company, LLC, for Designing and Constructing Transit Improvements and Additional Improvements for the Seattle Center Arena Renovation Project,”; NOW, THEREFORE,

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

Section 1. The Mayor or the Mayor’s designees are authorized to execute, for and on behalf of The City of Seattle (City), the “Agreement Between the City of Seattle and Seattle Arena Company, LLC, for Designing and Constructing Transit Improvements and Additional Improvements for the Seattle Center Arena Renovation Project,” between the City and Seattle Arena Company, LLC, substantially in the form attached to this ordinance as Attachment 1.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by  
me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

**Attachments:**

Attachment 1 - Agreement Between the City of Seattle and Seattle Arena Company, LLC, for Designing and Constructing Transit Improvements and Additional Improvements for the Seattle Center Arena Renovation Project

**AGREEMENT BETWEEN THE CITY OF SEATTLE AND SEATTLE ARENA COMPANY, LLC FOR DESIGNING AND CONSTRUCTING TRANSIT IMPROVEMENTS FOR THE SEATTLE CENTER ARENA PROJECT**

This agreement (the “Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Seattle (“City”) through its Seattle Department of Transportation (“SDOT”) and Seattle Arena Company, LLC (“ArenaCo”) (collectively the “Parties”), is for the purpose of coordinating the design and constructing certain transit, channelization, and Protected Bicycle Lane design upgrades for the improvements on Queen Anne Ave N and 1<sup>st</sup> Ave N, described in this Agreement.

**WHEREAS**, ArenaCo and the City entered into a long-term lease and development agreement as approved by City Council in Ordinance 125669, authorizing ArenaCo to redevelop the existing arena at Seattle Center into a world-class venue for professional hockey, basketball, and live entertainment (the “Project”);

**WHEREAS**, on September 21, 2018, the City issued ArenaCo a Master Use Permit for the Project, numbers 3032560-LU and 3032552-LU (“MUP”), as referenced in SDCI MUP permits 3032560-LU and 3032552-LU, in which the City requires ArenaCo to perform certain acts to mitigate the Project’s transportation impacts;

**WHEREAS**, condition 9 of the MUP requires ArenaCo to pay a proportional share payment of \$594,000 for three projects: converting a travel lane on 1st Ave. N. to a bus-only lane between Denny Way and Republican St; installing a transit queue jump at 1<sup>st</sup> Ave N and Republican St; and converting a travel lane on Queen Anne Ave N to a bus-only lane from Mercer St to John St. (collectively the “Transit Improvements”);

**WHEREAS**, other improvements related to the project that ArenaCo will install for SDOT when the Transit Improvements are installed allow for project efficiencies, and such additional improvements as are described on Exhibit A (collectively the “Additional Improvements”);

**WHEREAS**, the Director of Transportation may grant an exception from paying street use fees, and the Director may also credit street use fees from an individual project in exchange for transportation improvements, per SMC 15.04.100, and as provided in Ordinance XXXXX;

**WHEREAS**, completing the Transit Improvements and Additional Improvements before completing and opening the Project would provide a benefit to the public by improving transit service, better managing transportation flow for all modes and reducing congestion, and completing the Transit Improvements and the Additional Improvements concurrent with other street improvements required in the MUP would minimize impacts to the surrounding neighborhood;

**NOW THEREFORE**, in consideration of the terms in this Agreement and the documents attached and incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the following is agreed to by the Parties:

## **TERMS**

### **1. Purpose and Incorporation of Recitals.**

- 1.1 This Agreement is executed to establish the Parties' roles, rights, and responsibilities during design, permitting, materials supply, and construction of the Transit Improvements, Additional Improvements, and MUP conditions in a manner that benefits the public and the Parties. The recitals are incorporated into this Agreement.

### **2. Design; Construction.**

- 2.1 ArenaCo shall incorporate the Transit Improvements and Additional Improvements into the Seattle Arena Renovation Street Improvement Permit ("SIP") #362705 - 334 1st Ave N. The Transit Improvements and Additional Improvements will be designed by an engineer of ArenaCo's choosing, and the engineer shall design all improvements consistent with the plans shown in the referenced plans in SPU Vault #792-103, SIP #362705 documents, and in accordance with applicable law, for approval by SDOT. SDOT is solely and fully responsible for identifying and specifying its requirements for the Transit Improvements and Additional Improvements with the assistance of ArenaCo's engineer or other consultants. ArenaCo expressly disclaims any representation or warranty that the plans are suited for the City's intended uses or purposes. SDOT expressly acknowledges that it has not relied in any way on ArenaCo to identify and specify its requirements for the Transit Improvements and Additional Improvements. The Parties agree that the extent and configuration of the Transit Improvements and Additional Improvements, as referenced in SPU Vault #792-103, SIP #362705 and Exhibit A, represents the limit of what ArenaCo is required to design, permit, and construct.
- 2.2 In addition to those items described in Section 2.1, the SIP shall include those improvements required to be constructed by ArenaCo as described in the mitigation measures in the MUP, as referenced SDCI MUP permits 3032560-LU and 3032552-LU. Should the Parties dispute whether the MUP requires ArenaCo to construct certain improvements, including disputes as to specific design elements of improvements required by the MUP, the Parties will resolve the dispute according to Section 9, below.
- 2.3 ArenaCo shall construct the Transit Improvements and Additional Improvements consistent with the designs approved under Section 2.1, the approved SIP, and applicable law. Construction shall occur in conjunction with the other street improvements that the MUP requires ArenaCo to complete.
- 2.4 SDOT bears the sole responsibility for coordinating with the King County Metro Transit Department ("Metro") to ensure that ArenaCo obtains all necessary approvals and coordination from Metro in a timely manner. Upon SDOT's

request, ArenaCo will promptly provide SDOT with information necessary to obtain the approvals and coordination from Metro.

### **3. Costs**

- 3.1. ArenaCo shall be responsible for a maximum of \$594,000 in costs, including, but not limited to administrative costs (such as project management, design and engineering costs, taxes, and other similar administrative costs), associated with designing, permitting, and constructing the Transit Improvements. SDOT shall be responsible for all costs related to the Transit Improvements that exceed \$594,000.
- 3.2. In addition to SDOT's responsibility for any Transit Improvement costs beyond \$594,000, as described in Section 3.1, SDOT shall credit ArenaCo \$396,000 in street use fees associated with the Project and the Transit Improvements, and all credited fees shall be used by ArenaCo to design and construct the street improvement obligations as detailed in the SIP.
- 3.3. SDOT shall be responsible for all costs, including, but not limited to administrative costs (such as project management, design and engineering costs, taxes, and other similar administrative costs) caused by the design, permitting, and construction of the Additional Improvements, provided that such street use fee credit shall be used by ArenaCo exclusively for the design and construction of the street improvement obligations as detailed in the SIP.
- 3.4. For the purposes of the street use fee credits, ArenaCo shall provide SDOT with a statement of costs incurred by ArenaCo in carrying out the obligations of this Agreement with respect to the Transit Improvements and Additional Improvements. SDOT shall provide evidence of a credit of use fees equal to the expenses incurred by ArenaCo for the Project, including the MUP, and Transit Improvements or, and Additional Improvements. Under no circumstances shall SDOT remit a cash payment of funds to ArenaCo for the work.
- 3.5. Notwithstanding Sections 3.1, 3.2, 3.3 and 3.4, SDOT's maximum financial obligation to ArenaCo under this Agreement shall not exceed the total amount of street use fees incurred by ArenaCo for the Project (including the MUP street improvements, the Transit Improvements, and the Additional Improvements). SDOT's sole method of satisfying the financial obligations described in this

Agreement shall be through crediting street use fees.

#### **4. Materials Contribution and Responsibilities**

- 4.1 ArenaCo is responsible for procuring all materials necessary to construct the Transit Improvements and Additional Improvements.
- 4.2 Upon completing the Transit Improvements and Additional Improvements, SDOT reserves the right to inspect the Transit Improvements and Additional Improvements to confirm compliance with the approved SIP and applicable law.

#### **5. Ownership and Maintenance of Completed Improvements**

- 5.1. This Agreement shall not modify the rights and obligations of the City and SDOT regarding ownership and maintenance of the public right-of-way as provided for in the Seattle Municipal Code and shall not impose any responsibility on ArenaCo for maintaining the Transit Improvements or Additional Improvements.
- 5.2. This Agreement shall not modify the rights and obligations of private owners along 1<sup>st</sup> Ave N and Queen Anne Ave N regarding maintenance of private property as provided for in the Seattle Municipal Code.
- 5.3. This Agreement shall not be interpreted or construed to grant ArenaCo any interest in or any right to use related the improvements described in the MUP, including the Transit Improvements or Additional Improvements, except in common with other members of the general public.

#### **6. Effective Date and Term of Agreement**

This Agreement shall take effect on the latest date one of the Parties signs the Agreement and shall continue unless terminated according to the terms of this Agreement until the Transit Improvements and Additional Improvements have been fully installed and a final inspection approving the installation has been made by SDOT.

#### **7. Termination**

Any of the Parties may terminate this Agreement if the other Party materially breaches the Agreement. Written notice of a material breach and a description of the breach shall be given by certified mail, and the Party alleged to be in breach shall have 60 days, or longer, if reasonably necessary, to cure the breach. If the breaching Party fails to cure within the time for cure, the Agreement is immediately terminated. Upon termination, the Parties shall



determine final costs and payments to be made by each Party, and each Party may pursue all remedies available.

## **8. Notification and Identification of Project Contacts Notice.**

Any notice or communication required or permitted to be given according to this Agreement shall be in writing and shall be delivered through the U.S. Postal Service with postage prepaid, to the contact persons and addresses as follows, unless otherwise indicated by the Parties in writing.

**City:**

Seattle Department of Transportation  
P.O. Box 34996  
Seattle, WA 98124-4996  
Phone: (206) 684-7945  
ATTN: Elizabeth Sheldon

**Seattle Arena Company, LLC:**

Seattle Arena Company, LLC  
16 W. Harrison St., Ste. 200  
Seattle, WA 98119  
ATTN: Hewan Teshome

## **9. Dispute Resolution**

The Parties through their designated representatives shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible Project directors of the Parties shall review the matter and attempt to resolve it. The Parties agree to exhaust these procedural steps before seeking to resolve disputes in a court of law or any other forum.

## **10. Compliance With Applicable Laws**

- 10.1. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination; and agree to require the same of any subcontractors providing services or performing any work related to the Project or using funds provided under this Agreement.
- 10.2. During the performance of this Agreement, neither ArenaCo nor any party subcontracting under the authority of this Agreement shall unlawfully discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification in the administration or delivery of services or any other

benefits under this Agreement.

- 10.3. **Nondiscrimination.** During the performance of this Agreement, ArenaCo for itself, its assignees, and successors in interest, agrees to comply with nondiscrimination laws of the United States, the state of Washington, and the City of Seattle, including, but not limited to, SMC Chapters 14.04, 14.10, and 20.42, as they may be amended from time to time, and the rules, regulations, orders, and directives of the associated administrative agencies and their officers.

## 11. Force Majeure

If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party, shall be excused from the performance to the extent of and for the duration of such prevention, restriction, or interference. The affected Party shall use its reasonable efforts to avoid or remove the causes of nonperformance and shall continue performance under this Agreement whenever the causes are removed. “Force Majeure Event” means any event or circumstance or combination thereof and the continuing effects of any event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Agreement, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations under this Agreement and to mitigate the consequences of the event. A Force Majeure event shall include, but not be limited to, the following, to the extent also satisfying the criteria specified above: (a) acts of nature, including flood, earthquake, drought, climate change, storm, fire, lightning, epidemics, pandemics, and other natural catastrophes; (b) acts of public enemies, terrorism, war, insurrection, or sabotage; (c) any form of compulsory government action or change in law; (d) accidents or other casualties causing damage, loss, or delay; (e) labor disturbances, strikes, lock-outs, or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents, or employees; and (f) delay in obtaining or the denial of any regulatory consents or approvals. A Force Majeure Event shall only extend for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations under this Agreement and to mitigate the consequences of the event.

## 12. Entire Agreement and Amendments

- 12.1. **Amendments.** No amendment, variation, or alteration to this Agreement shall be valid unless made in writing and signed by the Parties’ authorized representatives in advance of implementing the amendment.
- 12.2. **Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be amended under Section 12.1,

and to the extent of any conflict or inconsistency, this Agreement supersedes any prior negotiations, representations, or draft agreements on this matter, either written or oral.

### **13. Miscellaneous; Legal Relations**

- 13.1. **No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed by this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Parties.
- 13.2. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.
- 13.3. **Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by either Party without the prior written consent of the other Parties that shall not be unreasonable withheld, conditioned, or delayed.
- 13.4. **Binding on Successors and Assigns.** This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part of the Agreement, shall be binding on the Parties and their respective successors and assigns.
- 13.5. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions shall be deemed to have been explicitly negotiated between and mutually drafted by the Parties.
- 13.6. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default; as such, failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of any other provision. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.
- 13.7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.8. **Jurisdiction and Venue.** Any dispute arising under this Agreement requiring legal adjudication shall be brought before the United States District Court for the Western District of Washington or the King County Superior Court.
- 13.9. **Rights and Remedies.** The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

13.10. **Severability.** If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected, provided that upon a determination that any term provision, condition or portion of this Agreement is invalid, the Parties shall negotiate in good faith to modify this Agreement so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligation of the Parties under this Agreement are fulfilled to the greatest extent possible.

13.11. **Survival.** Each of the provisions of this Section 13, Legal Relations, shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated next to their signatures.

SEATTLE ARENA COMPANY, LLC

\_\_\_\_\_  
(name)

\_\_\_\_\_  
**Date**

SEATTLE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Sam Zimbabwe, Director  
Seattle Department of Transportation

\_\_\_\_\_  
**Date**

## EXHIBIT A ADDITIONAL IMPROVEMENTS

|                                |   | ArenaCo<br>Obligation | SDOT Use<br>Fees<br>Credited* |
|--------------------------------|---|-----------------------|-------------------------------|
| <b>Additional Improvements</b> |   |                       |                               |
|                                | Raised driveways for protected bike lanes       | \$ -                  | \$445k                        |
|                                | Concrete barriers for protected bike lanes      |                       |                               |
|                                | Thomas St. bike and signal improvements         |                       |                               |
|                                | Green bike boxes                                |                       |                               |
|                                | New signage at unsignalized intersections       |                       |                               |
|                                | Curb extension at NW corner of Thomas/1st Ave N |                       |                               |

\* Subject to legislative approval - it is estimated \$3.5M in use fees likely due, prior to crediting.

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b>                   | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>    |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Liz Sheldon/206-684-7945    | Christie Parker/206-684-5211 |

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to renovating KeyArena at the Seattle Center; authorizing the Mayor or the Mayor’s designees to execute an Agreement with Seattle Arena Company, LLC, to establish roles and responsibilities for coordinating the design and constructing the transit-only lanes on Queen Anne Avenue North and 1<sup>st</sup> Avenue North, a transit queue jump at 1<sup>st</sup> Avenue North and Republican Street, design upgrades for the Protected Bicycle Lanes, and additional improvements to Thomas Street.

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

Under its Master Use Permit, Seattle Arena Company, LLC (“ArenaCo”) is required to install pedestrian and bicycle improvements along Queen Anne Ave N and 1<sup>st</sup> Ave N. The Master Use Permit requires ArenaCo to pay for a portion of transit related speed and reliability improvements (“Transit Improvements”) in the same area. To minimize disruptions to the neighborhood and to leverage efficiencies associated with already doing work in the right-of-way, ArenaCo has agreed to construct, at SDOT’s expense, additional street improvements (“Additional Improvements”).

To maximize construction efficiencies and minimize impacts to the public, ArenaCo will design and construct the Transit Improvements and Additional Improvements through the Seattle Arena Renovation Street Improvements Permit (“SIP”). ArenaCo will be responsible for installing the Transit Improvements and the Additional Improvements before the Arena opens in 2021. SDOT will credit ArenaCo in street use fees as follows: \$841,000 for both the Transit Improvements and the Additional Improvements.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes \_\_\_ X No

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

Yes, the Seattle Department of Transportation (“SDOT”) will be making additional adaptive signal improvements in the area in anticipation of the Arena opening in 2021. The Arena team has been working with SDOT through the SIP to design the Transit Improvements, and

the Additional Improvements SDOT needs to complete and where the Arena project will already be making the Transit Improvements. This legislation promotes efficient use of public funds through the private-public partnership.

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

The long terms costs to not implementing the legislation is the potential for SDOT to not complete the Transit Improvements and Additional Improvements before the Arena opening due to the COVID-19 response and the West Seattle High Bridge closure. This would negatively impact the forecasted need for transit to move many attendees and employees predictably and efficiently to the venue for events. The cost of the project would increase, the community will have to endure longer construction impacts, and the 1<sup>st</sup> Ave N and Queen Anne Ave N complete streets may not be implemented before the Arena opening.

#### 4. OTHER IMPLICATIONS

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

This legislation may affect the Seattle Center as the venue's property owners. Not implementing the legislation may impact the way event attendees arrive and leave the venue. If the mode share goals are not met the Arena will have to deploy additional strategies to achieve the goals.

**b. Is a public hearing required for this legislation?**

No.

**c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

**e. Does this legislation affect a piece of property?**

No.

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

People who rely on public transportation for their primary mode of travel to attend events or move through the Uptown neighborhood will benefit from the improvements authorized by the legislation when the improvements will result in 1.5 minutes on 1<sup>st</sup> Ave N and 5 minutes on Queen Anne Ave N transit travel time savings in the PM peak hour.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

Not applicable.

**List attachments/exhibits below:**



September 17, 2020

## MEMORANDUM

**To:** Seattle City Councilmembers  
**From:** Brian Goodnight, Analyst  
**Subject:** Council Bill 119881: SDOT Arena Transit Improvements Agreement

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On September 21, 2020, the Council will discuss and possibly vote on [Council Bill \(CB\) 119881](#), proposed legislation that would authorize the Mayor or her designees to enter into a Memorandum of Agreement (MOA) with Seattle Arena Company, LLC for constructing transit, bicycle, and other improvements near the Seattle Center Arena redevelopment project. This memorandum provides background information on the City's relationship with Seattle Arena Company and summarizes the commitments contained in the MOA.

### Background

In January 2017, the City released a Request for Proposals for the redevelopment of KeyArena. After receiving and evaluating proposals, the City selected Oak View Group, LLC, and in December 2017 the Council passed [Ordinance 125480](#) authorizing a Memorandum of Understanding (MOU) with Oak View Group. Following the execution of the MOU, Oak View Group and its partners formed Seattle Arena Company (ArenaCo) as the entity that would redevelop, lease, and operate the Arena. In September 2018, the Council approved a series of agreements with ArenaCo, via [Ordinance 125669](#), for the redevelopment project.

With respect to street improvements, the City's land use code requires ArenaCo to install pedestrian and bicycle improvements along Queen Anne Ave N and 1<sup>st</sup> Ave N. Additionally, after executing the project agreements, the City issued ArenaCo a Master Use Permit that requires ArenaCo to pay for a portion of three transit-related projects in the same area. These transit-related projects, along with some additional improvements described below, are the subject of the MOA that would be approved by CB 119881.

### Memorandum of Agreement

The purpose of the MOA is to establish the roles and responsibilities of ArenaCo and the City with respect to the design and construction of street improvements related to the redevelopment of the Arena. In order to minimize impacts on the surrounding neighborhood, the MOA would have ArenaCo construct a set of "Transit Improvements" and some "Additional Improvements" concurrent with its obligations to install pedestrian and bicycle improvements.

As described above, the Master Use Permit issued for the project requires ArenaCo to partially fund three Transit Improvement projects. The three projects are:

- Converting a travel lane on 1<sup>st</sup> Ave N to a bus-only lane between Denny Way and Republican St;

- Installing a transit queue jump at 1<sup>st</sup> Ave N and Republican St; and
- Converting a travel lane on Queen Anne Ave N to a bus-only lane from Mercer St to John St.

ArenaCo is responsible for contributing \$594,000 of the estimated total cost of \$990,000 for the improvements. The Seattle Department of Transportation (SDOT) would fund the balance of the cost for the projects, approximately \$396,000, through a credit to the street use fees that ArenaCo would otherwise owe for the redevelopment project. ArenaCo is expected to owe a total of approximately \$3.5 million in street use fees associated with the project, and the MOA requires that the credited fees only be used for the design and construction of the Transit Improvements.

Additionally, the MOA specifies that ArenaCo would install a set of “Additional Improvements” for SDOT. The Additional Improvements include:

- Raised driveways and concrete barriers for protected bicycle lanes;
- Green bicycle boxes;
- New signage at unsignalized intersections;
- Thomas St bicycle and signal improvements; and
- A curb extension on the NW corner of Thomas St and 1<sup>st</sup> Ave N.

The Additional Improvements are expected to cost approximately \$445,000 and would be funded entirely through credits against the street use fees that ArenaCo would otherwise pay to the City.

In total, SDOT staff estimate combined street use fee credits of \$841,000 resulting from the proposed MOA for installation of both the Transit Improvements and the Additional Improvements. The Seattle Municipal Code, in [SMC 15.04.100](#), allows the SDOT Director to “credit up to \$300,000 in use fees from an individual project in exchange for voluntary transportation improvements of equal value.” Credits above this amount must be approved by the Council, and Council authorization would be granted through passage of CB 119881.

cc: Dan Eder, Interim Director



## Legislation Text

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**File #:** CF 314457, **Version:** 1

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Office of City Auditor's request for a one-year suspension of a citywide financial condition report pursuant to Seattle Municipal Code section 3.40.060.



## Seattle Office of City Auditor

### MEMORANDUM

Date: September 14, 2020

To: Lorena Gonzalez, President, Seattle City Council  
Teresa Mosqueda, Chair, Seattle City Council Finance and Housing Committee

From: David G. Jones, City Auditor

RE: Request for one-year suspension of requirement for citywide financial condition report.

This memo is to request a one-year suspension of section 3.40.060 of the Seattle Municipal Code, enacted by [Ordinance 125204](#), requiring the City Auditor to prepare a citywide financial condition report for the City Council.

Ordinance 125204, passed in November 2016, required the City Auditor to prepare a citywide financial condition report for the City Council in September 2017 and September 2018, and biennially thereafter. As required by SMC 3.40.060, we published the [City of Seattle Financial Condition 2012-2016](#) report on September 29, 2017 and the [City of Seattle Financial Condition 2017](#) report on May 13, 2019<sup>1</sup>. According to the ordinance, the next report would be due in September 2020.

I am requesting the suspension of this requirement for two reasons. First, our report this year would have covered the City's financial condition through December 31, 2019, the end of the last fiscal year. Given the economic consequences of the COVID-19 pandemic, and other significant events that have occurred in 2020, I do not believe the report would have helped the Seattle City Councilmembers understand the City's current financial condition, and in fact, could have been misleading. Second, the City's audited 2019 Comprehensive Annual Financial Report (CAFR), for fiscal year ending December 31, 2019, was not completed until August 21, 2020 this year, which would have inevitably delayed the report, past when it may have been useful during city budget deliberations.

Regarding future production of this report after this year, we also question whether it is the best use of our office's resources, given other Council priorities and the availability of this data from other sources. For example, Council Central Staff and the City Budget Office (CBO) have been discussing how to use the new Qwestica budget software to increase the quality and timeliness of the budget and financial information needed by the Legislative Department to make budget and fiscal decisions. Those discussions were reinforced by Resolution 31954, adopted on August 10, 2020, which included a request for the Department of Finance and Administrative Services (FAS) and CBO, in consultation with Council Central Staff, to submit a plan by April 31, 2021 to implement a comprehensive budget/fiscal data

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<sup>1</sup> This report satisfied the September 2018 report requirement. Because we use financial data from the audited version of City of Seattle's Comprehensive Annual Financial Report (CAFR), and the 2017 audited CAFR was delayed, our report was also late.

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

sharing system that will allow the public and the Legislative Branch to access the data from the system. It is not yet clear whether such a system could produce information like that provided by the Financial Condition report. Depending on what that plan contains, it may turn out that our report is redundant. Accordingly, I recommend that we revisit this issue next spring after FAS and CBO submit their plan for a comprehensive budget/fiscal data sharing system.

David G. Jones  
City Auditor

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## Legislation Text

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**File #:** Res 31933, **Version:** 2

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION expanding the requirements for the Summary and Fiscal Note that accompanies new legislation so that it also considers impacts of climate change.

WHEREAS, the Seattle City Charter highlights not only fiscal responsibility but also the importance of the

environment with its preamble stating, “the People of the City of Seattle enact this Charter as the Law of the City for the purpose of protecting and enhancing the health, safety, environment, and general welfare of the people;...to provide for transparency, accountability, and ethics in governance and civil service; to foster fiscal responsibility; to promote prosperity and to meet the broad needs for a healthy, growing City;” and

WHEREAS, climate change is a defining crisis of our times, calling for urgent and decisive action by governments, businesses, and individuals; and

WHEREAS, in June 2013, the City Council (“Council”) adopted, with the Mayor concurring, Resolution 31447 adopting the Seattle Climate Action Plan, establishing the goal that Seattle reach zero net greenhouse gas emissions by 2050; and

WHEREAS, the 2016 Seattle Community Greenhouse Gas Emissions Inventory, published in February 2019, found that total greenhouse gas emissions in Seattle rose by one percent between 2014 and 2016, and that in order to achieve the goals of the Climate Action Plan, Seattle’s emissions reductions rate needs to increase by a factor of seven; and

WHEREAS, in August 2019, the Council recognized the need for more immediate action to decrease greenhouse gas emissions through the adoption of Resolution 31895, calling for a Green New Deal for

Seattle and establishing a goal for Seattle to be free of climate pollutants by 2030; and

WHEREAS, in response to Executive Order 2018-01, the Office of Sustainability and Environment (“OSE”), in collaboration with select departments, is developing policy and implementation guidance for assessing the greenhouse gas emissions (which should include consideration of embodied carbon) and climate resilience of major capital projects and purchasing decisions; and

WHEREAS, the Council and general public would benefit from assessments of the impact of proposed legislation on Seattle’s carbon emissions and potential changes in adaptive capacity (resiliency) to climate change; and

WHEREAS, the Council’s General Rules and Procedures adopted December 2019 as Resolution 31920 state, “All Council Bills and Resolutions shall include a Summary and Fiscal Note,” and the parameters of the Summary and Fiscal Note are detailed in various documents, including Resolution 31203 adopted in 2010 for larger projects in the City’s Capital Improvement Program as well as internal guidance from the Legislative Department and the City Budget Office (CBO); NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. Each Summary and Fiscal Note shall, as appropriate, address carbon emissions and climate change resiliency in a form and with content substantially similar to Attachment A to this resolution.

Section 2. No later than January 1, 2021, all City departments and offices shall use the Summary and Fiscal Note template in a form and with content substantially similar to Attachment A to this resolution.

Section 3. The CBO, with input from OSE, shall report to Council no later than March 31, 2021 on implementation of the Summary and Fiscal Note, including any new tools that could ensure consistent and effective identification of climate change implications of proposed legislation, at which time the Council may also consider recommended updates to the Summary and Fiscal Note template.

Section 4. This resolution does not supersede Resolution 31203 adopted in 2010, which continues to

require a robust financial analysis for certain projects included in the City of Seattle's Capital Improvement Program.

Section 5. Nothing in this resolution shall give rise to a cause of action to enforce its terms. Information in or attached to a Summary and Fiscal Note is not subject to appeal and may not be used in determining whether The City of Seattle or any of its departments or other organizational units has complied with legal requirements including, but not limited to, chapter 43.21C RCW, chapter 197-11 WAC, or Seattle Municipal Code Chapter 25.05.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

**Attachments:**

Attachment A - Summary and Fiscal Note Template

Attachment B - Redline Version of Summary and Fiscal Note Template



## SUMMARY and FISCAL NOTE\*

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
|                    |                             |                           |

*\* Note that the Summary, and Fiscal Note describes the version of the bill or resolution as introduced.*

### 1. BILL SUMMARY

**Legislation Title:**

Enter the complete title of the proposed legislation.

**Summary and background of the Legislation:**

Briefly describe the purpose and content of the proposed legislation, with particular attention to requested and mandated actions, should the legislation be enacted. Include references to related legislation. Summarize the actions of your legislation in everyday language.

### 2. CAPITAL IMPROVEMENT PROGRAM

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

Please check yes or no. If yes, fill in the chart, including estimated one-time and ongoing costs and anticipated major maintenance, such as a new roof. For a project amendment, attach a marked-up version of the CIP Page to the Council Bill. For a new project, attach a new CIP Page, including the spending plan, to the Council Bill. If no, please delete the table below.

| Project Name: | Project I.D.: | Project Location: | Start Date: | End Date: | Total Project Cost Through 2024: |
|---------------|---------------|-------------------|-------------|-----------|----------------------------------|
|               |               |                   |             |           |                                  |

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

If there are no changes to appropriations, revenues, or positions, please delete the table below. If your legislation amends appropriations, revenues, or positions for the current year's adopted budget or following year's endorsed budget, complete the summary chart at the beginning of section 3 and the appropriate detailed chart (appropriations, revenue, or positions) further down the section.

|                                       | General Fund \$                |      | Other \$                      |      |
|---------------------------------------|--------------------------------|------|-------------------------------|------|
|                                       | 2020                           | 2021 | 2020                          | 2021 |
| <b>Appropriation change (\$):</b>     |                                |      |                               |      |
| <b>Estimated revenue change (\$):</b> | <b>Revenue to General Fund</b> |      | <b>Revenue to Other Funds</b> |      |
|                                       | 2020                           | 2021 | 2020                          | 2021 |
|                                       |                                |      |                               |      |
| <b>Positions affected:</b>            | <b>No. of Positions</b>        |      | <b>Total FTE Change</b>       |      |
|                                       | 2020                           | 2021 | 2020                          | 2021 |
|                                       |                                |      |                               |      |

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

Identify financial impacts to the City that don't necessarily or immediately amend the budget, such as future O&M and/or major maintenance costs (you may reference the table in Section 3 for Capital projects), contractual obligation of a level of resources, or new standards or regulations that impact future capital or operating costs.

**c. Does the legislation call for additional legislation or executive actions that, if adopted and/or implemented, would have financial impacts to the City of Seattle?**

Identify additional legislation or executive actions that would be required to implement the proposed legislation and the estimated financial impacts from future legislative or executive actions needed to fully address the intent of the proposed legislation.

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

Estimate the costs to the City of not implementing the legislation, e.g. estimated costs to maintain or expand an existing facility, cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

**3e. Appropriations**

**This legislation adds, changes, or deletes appropriations.**

Please fill out the appropriation table ONLY if the legislation directly appropriates funds. The table should only reflect appropriations that are a direct result of this legislation. If this box is not checked, please proceed to Section 4.g. Revenues/ Reimbursements.

| Fund Name and number | Dept | Budget Control Level Name/## | 2020 Appropriation Change | 2021 Estimated Appropriation Change |
|----------------------|------|------------------------------|---------------------------|-------------------------------------|
|                      |      |                              |                           |                                     |
| <b>TOTAL</b>         |      |                              |                           |                                     |

*\*See budget book to obtain the appropriate Budget Control Level for your department.*

**Is this change one-time or ongoing?**

Indicate if the appropriations change is one-time, ongoing, or both. Please explain any complicated scenarios – e.g. appropriations are increased for three years because of a funding agreement – with no guarantee or plan to continue after the three years.

**Appropriations Notes:**

If the project/programs associated with this ordinance had, or will have, appropriations in other legislation, provide details here. Also identify the funding source if the appropriation is not completely supported by revenue/reimbursements listed in section 3.b. below (e.g. available fund balance).

**3.g. Revenues/Reimbursements**

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

This table should reflect revenues/reimbursements that are a direct result of this legislation. If this box is not checked, please proceed to Section 4.h. Positions.

**Anticipated Revenue/Reimbursement Resulting from this Legislation:**

| Fund Name and Number | Dept | Revenue Source | 2020 Revenue | 2021 Estimated Revenue |
|----------------------|------|----------------|--------------|------------------------|
|                      |      |                |              |                        |
| <b>TOTAL</b>         |      |                |              |                        |

**Is this change one-time or ongoing?**

Indicate if the appropriations change is one-time, ongoing, or both. Please explain any complicated scenarios – e.g. appropriations are increased for three years because of a funding agreement – with no guarantee or plan to continue after the three years.

### Revenue/Reimbursement Notes:

If the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details here. Also identify any matching requirements.

### 3.h. Positions

#### **\_\_\_\_\_ This legislation adds, changes, or deletes positions.**

This table should only reflect the actual number of positions and FTEs created, modified or abrogated through this legislation. If this box is not checked, please proceed to Section 5 Other Implications.

#### **Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:**

| Position # for Existing Positions | Position Title & Department* | Fund Name & # | Program & BCL | PT/FT | 2020 Positions | 2020 FTE | Does it sunset? (If yes, explain below in Position Notes) |
|-----------------------------------|------------------------------|---------------|---------------|-------|----------------|----------|---|
|                                   |                              |               |               |       |                |          |   |
|                                   |                              |               |               |       |                |          |   |
|                                   |                              |               |               |       |                |          |   |
| <b>TOTAL</b>                      |                              |               |               |       |                |          |   |

\* List each position separately

#### **Position Notes:**

If positions and/or FTEs have been, or will be, created as a result of previous or future legislation or budget actions, please provide details here. Also explain any positions that sunset.

### 4. OTHER IMPLICATIONS

#### **a. Other Affected Departments. Does this legislation affect any departments besides the originating department?**

Please indicate impacts (e.g., financial, operational, etc.), if any, that your legislation might have on other departments or agencies.

#### **b. Public Hearing. Is a public hearing required for this legislation?**

Specify if a public hearing is required, whether the hearing has taken place and/or if a future public hearing is planned. -Examples of legislation requiring a public hearing include certain City capital investments over \$5 million and certain types of parking garages, and all Land Use Code text amendments. If you have any question about whether your legislation needs a public hearing, please check with the lawyer assigned to review this legislation in the Law Department.

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

Legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with the lawyer assigned to review this legislation in the Law Department. If notice is required, describe any steps taken to comply with that requirement.

**d. Property Map. Does this legislation affect a piece of property?**

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation, then attach a map and/or other visual representation of the property and its location to the fiscal note. Mark the map as intended for illustrative or informational purposes only and not intended to modify anything in the legislation.

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

Please summarize whether/how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers. For help, please contact the Office of Immigrant and Refugee Affairs, who administer the City's Language Access program.

**f. Climate Change Implications:**

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

Please provide a qualitative response. Consider net impacts. For example, if the legislation could decrease direct emissions, consider whether it might increase emissions indirectly or elsewhere. *New modeling is not required for this response.* See sources of emissions in Seattle by sector (transportation, buildings, waste, and industrial) in the [Seattle Community Greenhouse Gas Emissions Inventory](#). Document this source and any other methodologies and sources used for this response. Describe the potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

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

See potential sector-specific actions (Transportation, Land Use & the Built Environment, City Buildings, Parks, Drainage & Water Supply Systems, Electricity System and Community Preparedness in [Preparing for Climate Change](#), published by the Office of Sustainability and Environment and findings by the University of Washington's Climate Impacts Group and National Climate Assessment's [northwest chapter](#). Please document these or any other methodologies and sources used for this response. Describe the potential climate resiliency impacts of not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

**g. Program Goals. If this legislation includes a new initiative or a major programmatic expansion, identify the specific long-term and measurable goal(s) of the program and explain how this legislation would help achieve the program's desired goal(s).**

This answer should highlight measurable outputs and outcomes. CBO can be of assistance when drafting this language.

**h. Other issues.**

Provide any additional information not addressed in the bill summary.

**i. Attachments/Exhibits.**

Please list maps, reports, figures and other documents that provide additional context.

Changes to the introduced template for a Summary and Fiscal note are highlighted in red.

## SUMMARY, ENVIRONMENTAL, and FISCAL NOTE\*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|-------------|----------------------|--------------------|
|             |                      |                    |

\* Note that the Summary, Environmental, and Fiscal Note describes the version of the bill or resolution as introduced; ~~Central Staff will update the Note to reflect substantive differences adopted in the final legislation.~~

### 1. BILL SUMMARY

#### Legislation Title:

Enter the complete title of the proposed legislation.

#### Summary and background of the Legislation:

Briefly describe the purpose and content of the proposed legislation, with particular attention to requested and mandated actions, should the legislation be enacted. Include references to related legislation. Summarize the actions of your legislation in everyday language.

### 2. ENVIRONMENTAL / CLIMATE IMPLICATIONS

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

~~Please provide a qualitative response. Consider net impacts. For example, if the legislation could decrease direct emissions, consider whether it might increase emissions indirectly or elsewhere. New modeling is not required for this response. See sources of emissions in Seattle by sector (transportation, buildings, waste, and industrial) in the Seattle Community Greenhouse Gas Emissions Inventory. Document this source and any other methodologies and sources used for this response.~~

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

~~See potential sector-specific actions (Transportation, Land Use & the Built Environment, City Buildings, Parks, Drainage & Water Supply Systems, Electricity System and Community Preparedness in Preparing for Climate Change, published by the Office of Sustainability and Environment and findings by the University of Washington's Climate Impacts Group and National Climate Assessment's northwest chapter. Please document these or any other methodologies and sources used for this response.~~

### 32. CAPITAL IMPROVEMENT PROGRAM

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

Please check yes or no. If yes, fill in the chart, including estimated one-time and ongoing costs and anticipated major maintenance, such as a new roof. For a project amendment, attach a marked-up version of the CIP Page to the Council Bill. For a new project, attach a new CIP Page, including the spending plan, to the Council Bill. If no, please delete the table below.

| Project Name: | Project I.D.: | Project Location: | Start Date: | End Date: | Total Project Cost Through 2024: |
|---------------|---------------|-------------------|-------------|-----------|----------------------------------|
|               |               |                   |             |           |                                  |

Changes to the introduced template for a Summary and Fiscal note are highlighted in red.

#### 43. SUMMARY OF FINANCIAL IMPLICATIONS

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

If there are no changes to appropriations, revenues, or positions, please delete the table below. If your legislation amends appropriations, revenues, or positions for the current year's adopted budget or following year's endorsed budget, complete the summary chart at the beginning of section 3 and the appropriate detailed chart (appropriations, revenue, or positions) further down the section.

| Appropriation change (\$):     | General Fund \$         |      | Other \$               |      |
|--------------------------------|-------------------------|------|------------------------|------|
|                                | 2020                    | 2021 | 2020                   | 2021 |
|                                |                         |      |                        |      |
| Estimated revenue change (\$): | Revenue to General Fund |      | Revenue to Other Funds |      |
|                                | 2020                    | 2021 | 2020                   | 2021 |
|                                |                         |      |                        |      |
| Positions affected:            | No. of Positions        |      | Total FTE Change       |      |
|                                | 2020                    | 2021 | 2020                   | 2021 |
|                                |                         |      |                        |      |

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

Identify financial impacts to the City that don't necessarily or immediately amend the budget, such as future O&M and/or major maintenance costs (you may reference the table in Section 3 for Capital projects), contractual obligation of a level of resources, or new standards or regulations that impact future capital or operating costs.

**c. Does the legislation call for additional legislation or executive actions that, if adopted and/or implemented, would have financial impacts to the City of Seattle?**

Identify additional legislation or executive actions that would be required to implement the proposed legislation and the estimated financial impacts from future legislative or executive actions needed to fully address the intent of the proposed legislation.

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

Estimate the costs to the City of not implementing the legislation, e.g. estimated costs to maintain or expand an existing facility, cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

#### 4.e. Financial Document Checklist

~~\_\_\_\_ Yes \_\_\_\_ No This legislation would appropriate or otherwise commit City funds in excess of \$100,000 through interfund transfers, memoranda of understanding or other legal obligations for a private or public capital project not owned by the City of Seattle or for a lease for a term of 10 years or greater.~~

~~\_\_\_\_ Documents in the Financial Document Checklist of Requested Documents (below) have been requested from the project sponsor.~~

~~\_\_\_\_ The project sponsor has indicated a desire to receive technical assistance to produce the requested documents. If this box is checked, which City Department or Office could provide or is providing this assistance?~~

Please complete the Financial Documents Checklist of Requested Documents if this legislation would appropriate or otherwise commit City funds in excess of \$100,000 through interfund transfers, memoranda of understanding or other legal obligations for a private or public capital project not owned by the City of Seattle or for any lease for a term of 10 years or greater. Enter "N.A." if a document is not available or has not been provided.

Changes to the introduced template for a Summary and Fiscal note are highlighted in red.

| <b>Financial Document Checklist of Requested Documents</b>   |                                 |
|--|---------------------------------|
| <b>Requested Documents</b>   | <b>Reviewed (Y/N) or (N.A.)</b> |
| <b>i. A detailed description of the proposed project</b> , including the physical structure(s), community engagement, direct beneficiaries of the project, and intended outcomes.  |                                 |
| <b>ii. Proposed Sources and Uses of all funds.</b> Sources should include the requested City funds and Uses should include the construction / renovation budget (if applicable), any real estate developer profit / fee and any loans (along with financial terms of any loans). |                                 |
| <b>iii. Projected (proforma) operating statement</b> for at least the next five years with line item detail of revenues and expenses (including any City subsidies and/or city tax exemptions as well as debt service on any loans).   |                                 |
| <b>iv. Certified historical operating statements of the project</b> (if the project already exists) with line item detail of revenues and expenses (including any City subsidies and/or tax exemptions as well as any debt service on any loans).                                |                                 |
| <b>v. The most recently available independent audit of the project and/or organization</b> to be receiving the city subsidy (if the project or organization already exists).   |                                 |
| <b>vi. Drawings, diagrams, photographs, and maps of the proposed project</b> , including a site plan.  |                                 |
| <b>vii. A detailed list of direct public benefits resulting from the proposed project.</b>   |                                 |
| <b>viii. Any other documents pertinent to determining financial need, feasibility, and public benefits.</b>  |                                 |

#### **4.f. 3e. Appropriations**

**This legislation adds, changes, or deletes appropriations.**

Please fill out the appropriation table ONLY if the legislation directly appropriates funds. The table should only reflect appropriations that are a direct result of this legislation. If this box is not checked, please proceed to Section 4.g. Revenues/ Reimbursements.

| <b>Fund Name and number</b> | <b>Dept</b> | <b>Budget Control Level Name/##</b> | <b>2020 Appropriation Change</b> | <b>2021 Estimated Appropriation Change</b> |
|-----------------------------|-------------|-------------------------------------|----------------------------------|--|
|                             |             |                                     |                                  |  |
| <b>TOTAL</b>                |             |                                     |                                  |  |

*\*See budget book to obtain the appropriate Budget Control Level for your department.*

#### **Is this change one-time or ongoing?**

Indicate if the appropriations change is one-time, ongoing, or both. Please explain any complicated scenarios – e.g. appropriations are increased for three years because of a funding agreement – with no guarantee or plan to continue after the three years.

#### **Appropriations Notes:**

If the project/programs associated with this ordinance had, or will have, appropriations in other legislation, provide details here.-Also identify the funding source if the appropriation is not completely supported by revenue/reimbursements listed in section 3.b. below (e.g. available fund balance).

#### **43.g. Revenues/Reimbursements**

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

This table should reflect revenues/reimbursements that are a direct result of this legislation. If this box is not checked, please proceed to Section 4.h. Positions.

Changes to the introduced template for a Summary and Fiscal note are highlighted in red.

### Anticipated Revenue/Reimbursement Resulting from this Legislation:

| Fund Name and Number | Dept | Revenue Source | 2020 Revenue | 2021 Estimated Revenue |
|----------------------|------|----------------|--------------|------------------------|
|                      |      |                |              |                        |
| <b>TOTAL</b>         |      |                |              |                        |

### Is this change one-time or ongoing?

Indicate if the appropriations change is one-time, ongoing, or both. Please explain any complicated scenarios – e.g. appropriations are increased for three years because of a funding agreement – with no guarantee or plan to continue after the three years.

### Revenue/Reimbursement Notes:

If the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details here. Also identify any matching requirements.

## 43.h. Positions

### This legislation adds, changes, or deletes positions.

This table should only reflect the actual number of positions and FTEs created, modified or abrogated through this legislation. If this box is not checked, please proceed to Section 5 Other Implications.

### Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

| Position # for Existing Positions | Position Title & Department* | Fund Name & # | Program & BCL | PT/FT | 2020 Positions | 2020 FTE | Does it sunset? (If yes, explain below in Position Notes) |
|-----------------------------------|------------------------------|---------------|---------------|-------|----------------|----------|---|
|                                   |                              |               |               |       |                |          |   |
|                                   |                              |               |               |       |                |          |   |
|                                   |                              |               |               |       |                |          |   |
| <b>TOTAL</b>                      |                              |               |               |       |                |          |   |

\* List each position separately

### Position Notes:

If positions and/or FTEs have been, or will be, created as a result of previous or future legislation or budget actions, please provide details here. Also explain any positions that sunset.

## 54. OTHER IMPLICATIONS

### a. Other Affected Departments. Does this legislation affect any departments besides the originating department?

Please indicate impacts (e.g., financial, operational, etc.), if any, that your legislation might have on other departments or agencies.

### b. Public Hearing. Is a public hearing required for this legislation?

Specify if a public hearing is required, whether the hearing has taken place and/or if a future public hearing is planned. Examples of legislation requiring a public hearing include certain City capital investments over \$5 million and certain types of parking garages, and all Land Use Code text amendments. If you have any question about whether your legislation needs a public hearing, please check with the lawyer assigned to review this legislation in the Law Department.



Changes to the introduced template for a Summary and Fiscal note are highlighted in red.

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

Legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with the lawyer assigned to review this legislation in the Law Department. If notice is required, describe any steps taken to comply with that requirement.

**d. Property Map. Does this legislation affect a piece of property?**

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation, then attach a map and/or other visual representation of the property and its location to the fiscal note. Mark the map as intended for illustrative or informational purposes only and not intended to modify anything in the legislation.

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

Please summarize whether/how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers. For help, please contact the Office of Immigrant and Refugee Affairs, who administer the City's Language Access program.

**f. Climate Change Implications:**

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

Please provide a qualitative response. Consider net impacts. For example, if the legislation could decrease direct emissions, consider whether it might increase emissions indirectly or elsewhere. *New modeling is not required for this response.* See sources of emissions in Seattle by sector (transportation, buildings, waste, and industrial) in the [Seattle Community Greenhouse Gas Emissions Inventory](#). Document this source and any other methodologies and sources used for this response. Describe the potential carbon emission impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

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

See potential sector-specific actions (Transportation, Land Use & the Built Environment, City Buildings, Parks, Drainage & Water Supply Systems, Electricity System and Community Preparedness in [Preparing for Climate Change](#), published by the Office of Sustainability and Environment and findings by the [University of Washington's Climate Impacts Group](#) and [National Climate Assessment's northwest chapter](#). Please document these or any other methodologies and sources used for this response. Describe the potential climate resiliency impacts of not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

**fg. Program Goals. If this legislation includes a new initiative or a major programmatic expansion, identify the specific long-term and measurable goal(s) of the program and explain how this legislation would help achieve the program's desired goal(s).**

This answer should highlight measurable outputs and outcomes. CBO can be of assistance when drafting this language.

**gh. Other issues.**

Provide any additional information not addressed in the bill summary.

**hi. Attachments/Exhibits.**

Please list maps, reports, figures and other documents that provide additional context.

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
| Legislative        | Lise Kaye/206-256-6264      |                           |

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

### **1. BILL SUMMARY**

**Legislation Title:** A RESOLUTION expanding the requirements for the Summary and Fiscal Note that accompanies new legislation so that it also considers impacts of climate change and, for certain capital projects seeking funds from the City of Seattle, the basic financial documents needed for a more thorough assessment of fiscal impacts and renaming it the Summary, Environmental, and Fiscal Note.

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

The City Council Rules and Procedures, adopted by Resolution 31920 in December 2019, call for all Council Bills and Resolutions to include a Summary and Fiscal Note. The form and content of the Note has evolved since August 1994, when Ordinance 117255 first required a fiscal note to be prepared for all proposals for capital projects.<sup>1</sup> At present, the City Budget Office (CBO), in coordination with Council's Central Staff, posts a template and instructions to Departments and Offices for completing a Summary and Fiscal Note on the City's intranet. Departments and Offices complete, and the City Budget Office (CBO) reviews, Summary and Fiscal Notes for legislation proposed by the executive. If, upon transmittal of the legislation, Central Staff finds errors or omissions in a Summary and Fiscal Note, an analyst may request revisions from CBO. If the legislation originates with Council, Central Staff prepares the Summary and Fiscal Note. The City Council does not adopt a Summary and Fiscal Note with proposed legislation, but it does become part of the legislative record; the current Summary and Fiscal Note includes a caveat that it may not fully describe final legislation as amended.

This proposed resolution would:

- rename the Summary and Fiscal Note the "Summary, Environmental, and Fiscal Note";
- add a new section to the Summary and Fiscal note on environmental and climate change implications;

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<sup>1</sup> Ordinance 117255, adopted in August 1994, first required a fiscal note to be prepared for all proposals for capital projects, as part of a response to a report from a Citizens' Capital Investment Committee. The Citizens' Capital Investment Committee was created in February 1994 by Resolution 28876 to provide guidance on capital policy issues. Ordinance 117255 was repealed in August 2001 by Ordinance 120469 and appears to have been replaced that same month with Resolution 30365, which adopted updated capital and major maintenance planning and funding policies. Resolution 30365 included minor changes to the fiscal note requirements in Ordinance 117255 and referenced specific fiscal note templates for information technology and for capital projects with public-private elements. The public-private protocol is described in Resolution 30072 and the business case format used for the information technology template is described in Resolution 29627.

- request specific financial analysis when City funds may be appropriated or otherwise committed in support of non-City owned capital projects and when legislation would approve any lease for a term of 10 years or greater; and
- request a report to Council by CBO and OSE no later than December 31, 2020 on implementation of the Summary, Environmental, and Fiscal Note, including any new tools that could ensure consistent and effective identification of environmental implications of proposed legislation, at which time the Council could consider recommended updates to the Summary, Environmental, and Fiscal Note template.

The revised template also states that Central Staff will update each Summary, Environmental, and Fiscal Note to reflect substantive differences adopted in the final legislation. Attachment A to the resolution is the revised template, and Attachment B to the resolution is a redline version of the template. The substantive changes to the template are summarized below (numbers are for internal reference only and don't correspond to the template).

### 1. New Environmental/Climate Implications Section and Questions

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

### 2. New Question in the Summary of Financial Implications Section

Does the legislation call for additional legislation or executive actions that, if adopted and/or implemented, would have financial impacts to the City of Seattle?

### 3. New Financial Document Checklist of Requested Documents Subsection for Certain Capital Projects

- a. Will the legislation appropriate or otherwise commit City funds in excess of \$100,000 through interfund transfers, memoranda of understanding or other legal obligations for a private or public capital project not owned by the City of Seattle or for a lease for a term of 10 years or greater? If the answer is yes,
  - i. Have documents in the Financial Document Checklist of Requested Documents (see below) been requested from the project sponsor?
  - ii. Has the project sponsor indicated a desire to receive technical assistance to produce the requested documents? *(In the event that such assistance is requested, the proposed resolution allows Council to consider a proviso that would have the Executive review the requested documents after Council approval, but prior to disbursement of funds.)*
  - iii. If applicable, which City Department or Office could provide or is providing this assistance?

b. Requires completion of a Financial Document Checklist of Requested Documents if the legislation would appropriate or otherwise commit City funds in excess of \$100,000 through interfund transfers, memoranda of understanding or other legal obligations for a private or public capital project not owned by the City of Seattle or for a lease for a term of 10 years or greater. (Legislation appropriating or otherwise committing \$100,000 or less in City funds or approving leases for 10 years or less would be exempt.) The checklist asks whether the following documents have been reviewed (an “N/A” response indicates that a document is not available or has not been provided):

- i. a detailed description of the proposed capital project
- ii. proposed sources and uses of all funds
- iii. certified historical operating statements
- iv. projected operating statement for at least the next 5 years
- v. the most recent independent audit of the project
- vi. drawings, diagrams, photographs and maps of the project and a site plan
- vii. a list of direct public benefits from the proposed project
- viii. any other documents pertinent to determining financial need, feasibility, and public benefits.

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?**    \_\_\_ Yes \_\_\_ **X** No

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

The proposed Summary, Environmental and Fiscal Note will require additional Department and Office staff time for training and/or assistance to complete the environmental and climate change impact questions, to analyze financial documents, and to support organizations, if requested, as they produce the documents listed in the Financial Documents Checklist. Central Staff and the City Clerk will need to develop procedures to fulfill the requirement to update the Summary, Environmental, and Fiscal Note to reflect substantive differences adopted in amended legislation.

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

If the legislation is not implemented, Departments and Offices may not necessarily consider whether action(s) proposed by legislation would increase or decrease carbon emissions or Seattle’s ability to adapt to climate change. In addition, Departments and Offices would not be required to review specific financial documents as part of financial due diligence, prior to transmitting legislation to the Council that would appropriate or otherwise commit over \$100,000 in City funds for capital projects and leases in excess of 10 years.

#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
All departments and offices originating legislation will be required to complete the new sections and questions in the Summary, Environmental, and Fiscal Note, when applicable, and CBO will review the completed Notes.
- b. **Is a public hearing required for this legislation?**  
No
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- e. **Does this legislation affect a piece of property?**  
No
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

Inclusion in the Summary, Environmental, and Fiscal Note of the Environmental/Climate Implications section could indirectly support the City's efforts to achieve its environmental justice goals, such as protecting communities vulnerable to climate change impacts, by identifying legislation that would likely increase carbon emissions or decrease the City's ability to adapt to climate change. With respect to the requirement for the City to review specific financial documentation when making a financial commitment in excess of \$100,000 toward a non-City owned capital project, the legislation would mitigate potential negative impacts on organizations with insufficient capacity to provide the required information (which may include those that represent historically disadvantaged communities) by reporting whether an organization requires assistance to assemble the required financial documentation. If such assistance is required, the legislation would allow Council to consider a proviso to have the Executive review the requested documents after Council approval, but prior to disbursement of funds.

- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**  
N/A.

**List attachments/exhibits below:**  
N/A



## Legislation Text

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**File #:** CB 119886, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the transfer of City property located at 722 18<sup>th</sup> Avenue, Seattle, Washington; authorizing the conveyance of the property to Byrd Barr Place, a Washington non-profit corporation, consistent with the intent of Resolution 31856 and to provide for the continued delivery of social services; making findings of fact about the consideration for the transfer; authorizing acceptance of a negative easement restricting future development of the property; superseding Resolution 31837 for the purposes of this ordinance; and authorizing the Director of the Department of Finance and Administrative Services or designee to execute and deliver documents necessary to carry out the conveyance of such property on the terms and conditions of this ordinance.

WHEREAS, in 1957, the City authorized a proposal for conversion of former Fire Station 23 to a multipurpose neighborhood facility and an application for federal financial assistance in connection therewith; and

WHEREAS, in 1967, the Central Area Motivation Program (CAMP), which was founded in 1964, began working with the City to turn former Fire Station 23 into a multi-use community facility; and

WHEREAS, in 1967, the City initially leased the former Fire Station 23, located at 722 18<sup>th</sup> Avenue (Former Fire Station 23), to the Seattle-King County Economic Opportunity Board, Inc. for use as a multi-purpose neighborhood facility by its delegate agency, the Central Area Citizens' Committee, Inc. (CACC), a Washington non-profit corporation, d/b/a Central Area Motivation Program (CAMP); and

WHEREAS, in 1976, the City designated Former Fire Station 23 as a historic landmark; and

WHEREAS, in 1988, the City entered into a long-term, mutual and offsetting benefit lease with CACC, pursuant to which CACC paid de minimis cash rent in exchange for its promise to use Former Fire Station 23 for the delivery of social services, and which then converted to a month to month lease in 1992; and

WHEREAS, in 2012, CACC changed its name to Centerstone, a non-profit corporation, and then in 2018, changed its name again to Byrd Barr Place (BBP), a non-profit corporation; and

WHEREAS, as a month-to-month tenant, BBP uses and occupies Former Fire Station 23 in exchange for mutual and offsetting benefits in the form of social services to residents of the Central Area, including a food bank, energy assistance, housing assistance, and financial counseling; and

WHEREAS, Byrd Barr Place has been awarded a grant from the State of Washington that would provide for over one million dollars in capital improvements to the property, conditioned upon a long-term lease or ownership; and

WHEREAS, in Resolution 31856, City Council stated its intention to collaborate with the Executive with the goal of transferring certain properties to non-profit organizations, including BBP, in exchange for commitments to provide services to the community; and

WHEREAS, pursuant to the 2019 *Memorandum of Agreement Implementing Criteria for Initiating Transfer of Mutually Offsetting Facilities to Tenants*, by and amongst six City of Seattle departments and offices (the Department of Finance and Administrative Services, the Office of Planning and Community Development, the Department of Neighborhoods, the Office of Economic Development, the Office of Housing, and the Human Services Department), an interdepartmental team within The City of Seattle has determined that the proposed new property owner, BBP - in all material respects - meets the transfer criteria established by the City for transferring property to tenants who have been operating properties under mutually and offsetting benefit lease agreements; and

WHEREAS, FAS and BBP have entered into an agreement regarding the consideration, terms and conditions for the City's conveyance of Former Fire Station 23 to BBP, subject to the City Council's authorization;  
NOW, THEREFORE,

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

Section 1. As used in this ordinance, "Former Fire Station 23" means the real property and all

easements, privileges, and appurtenant improvements on a site of approximately 15,360 square feet located at 722 18<sup>th</sup> Avenue and legally described as follows:

LOTS FOUR (4) AND FIVE (5) IN BLOCK TWENTY-EIGHT (28), SUPPLEMENTARY PLAT OF EDES & KNIGHT'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS AT PAGE 194, RECORDS OF KING COUNTY, WASHINGTON,

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Section 2. The Director of the Department of Finance and Administrative Services (the “Director”) or the Director’s designee is authorized to convey Former Fire Station 23 to Byrd Barr Place, a Washington non-profit corporation, for consideration and on the terms and conditions described under the Agreement for the Transfer of Real Property by and between The City of Seattle and Byrd Barr Place (the “BBP Transfer Agreement”), included as Attachment 1 to this ordinance. The Director is authorized to convey title by deed substantially in the form of the Quitclaim Deed Conveying Determinable Estate with Covenants that is Exhibit B to the BBP Transfer Agreement (the “Deed”).

Section 3. The Director of the Department of Finance and Administrative Services is authorized to accept, for and on behalf of the City, a negative easement in the form of Exhibit A to the BBP Transfer Agreement (the “Negative Easement”) preserving the development value of Former Fire Station 23 for social services facilities, affordable housing or both.

Section 4. The City Council finds that (i) the environmental and use covenants in the Deed, (ii) the Negative Easement, and (iii) the reversion of the property to the City if it is not used for the purposes required in the Deed, together form sufficient consideration for the transfer of the property to BBP.

Section 5. The City Council finds that the property interests in Former Fire Station 23 that are authorized to be conveyed to BBP on the terms of this ordinance are consistent with municipal purposes and therefore the surplus property procedures of Resolution 31837 are superseded for the purposes of this ordinance.



Section 6. The Director or the Director's designee is authorized to negotiate, execute, deliver, and record, for and on behalf of the City, any and all documents and agreements necessary or advisable to carry out the conveyance of the Former Fire Station 23 consistent with the terms and conditions of the BBP Transfer Agreement.

Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

Attachments:

Attachment 1 - BBP Transfer Agreement

Exhibit A - Form of Negative Easement

Exhibit B - Form of Deed

## AGREEMENT FOR THE TRANSFER OF REAL PROPERTY (the “Agreement”)

**EFFECTIVE DATE:** \_\_\_\_\_, 2020  
(see Section 14(b) for provisions governing the Effective Date).

### PARTIES

- THE CITY OF SEATTLE, a Washington municipal corporation (the “Seller”) acting by and through its Department of Finance and Administrative Services; and
- BYRD BARR PLACE, a Washington nonprofit corporation (the “Purchaser”).

### RECITALS

- A. Seller owns that certain real property having a street address of 722 18<sup>th</sup> Avenue, Seattle, WA 98122, and legally described as follows:

LOTS FOUR (4) AND FIVE (5) IN BLOCK TWENTY-EIGHT (28),  
SUPPLEMENTARY PLAT OF EDES & KNIGHT'S ADDITION TO THE CITY  
OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 2 OF PLATS AT PAGE 194, RECORDS OF KING COUNTY,  
WASHINGTON,

Situate in the City of Seattle, County of King, State of Washington,

which real property, including easements, privileges, and improvements  
appurtenant to the land, is referred to in this Agreement as the “Real Property.”

- B. Since the late 1960s, the Purchaser – then known as the Central Area Motivation Project - has used the Real Property to furnish community services.
- C. In 1988, Seller and Purchaser - then known as Central Area Citizens’ Committee - entered into that certain *Mutual and Offsetting Benefit Lease Agreement* (hereinafter, the “Lease”) whereby Seller leased the Real Property to the Purchaser. The lease expired in 1991, since which time Purchaser’s tenancy has been a month-to-month tenancy at Seller’s consent.
- D. The Seller has determined that the Real Property is excess to its needs.
- E. Pursuant to that certain 2019 *Memorandum of Agreement Implementing Criteria for Initiating Transfer of Mutually Offsetting Facilities to Tenants*, by and amongst various City of Seattle departments and offices, an interdepartmental team within the City of Seattle has determined that the Purchaser – in all material respects – meets the transfer criteria established by the City for transferring property to tenants who have been operating properties under mutually and offsetting benefit lease agreements.

- F. The Seller and Purchaser mutually desire to enter into a binding agreement for the Seller's transfer and conveyance of the Real Property to Purchaser. NOW THEREFORE,

## AGREEMENT

1. The **RECITALS** are made a part of this Agreement.
2. **TRANSFER OF THE PROPERTY.** Subject to the terms and conditions of this Agreement, the Seller shall transfer and convey to the Purchaser, and the Purchaser agrees to accept from the Seller, the Real Property together with any and all personal property owned by the Seller and located within or used in connection with the Real Property, including any and all furniture, furnishings, fixtures, appliances, heating, air conditioning and cooling units or systems, sign and boilers. Such personal property, together with the Real Property, is collectively referred to in this Agreement as the "**Property**".
3. **CONSIDERATION.** In consideration for the Seller's transfer and conveyance of the Property to the Purchaser, the Purchaser shall provide the Seller with the following:
  - a. At Closing, Purchaser shall grant Seller a *Negative Easement for Preservation of Development Rights* (the "**Negative Easement**") providing that development of the Property shall be restricted to social services facilities, affordable housing, or both, in the form attached as **Exhibit A**. The Negative Easement shall be recorded following recording of the Deed (defined in Section 8) at Closing, with no intervening liens between the Deed and the Negative Easement.
  - b. As provided in the Deed, Purchaser shall assume all environmental risk associated with the property and shall indemnify the City from all environmental liabilities arising from the Property. In the event ownership of the Property is re-conveyed to the City, Purchaser's obligation shall not apply to the extent any environmental liability results from any release, contamination or occurrence that occurs after the date of re-conveyance through no fault or action of Purchaser.
  - c. As provided in the Deed, title shall revert to the City if the Property is no longer used to provide social services or a combination of social services and affordable housing.
4. **"AS-IS"; SELLER DISCLOSURE STATEMENT; PURCHASER ACKNOWLEDGEMENT OF CERTAIN CONDITIONS; SELLER WORK PRIOR TO CLOSING.**
  - a. Purchaser is in possession of the Property, is familiar with the Property and understands its limitations and defects. Therefore, except as expressly set forth in Section 4.d of this Agreement:

- i. Purchaser acknowledges that Seller is transferring and conveying the Property “**AS-IS**” on the date of Closing with all faults, and that Seller makes no representations or warranties regarding the Property or its suitability for Purchaser’s intended use, and that Seller will convey the Property and Purchaser will accept the Property subject to any defects, including but not limited to easements, encroachments or claims for adverse possession, whether known or unknown, matters of public record, and off-record liens.
  - ii. Neither Seller nor any agent, employee, officer, director, attorney, broker, contractor, representative or property manager of Seller has made, and Seller specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, statutory, oral or written, past, present or future, with respect to the Property.
  - iii. Purchaser acknowledges that it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller (except those provided for in this Agreement) or any of its respective agents, employees, officers, directors, attorneys, brokers, contractors, representatives or property managers and acknowledges that no such representations have been made.
- b. Seller to furnish a seller disclosure statement, as required pursuant to RCW CH. 64.06 as soon as reasonably possible, but no later than the time required by statute.
- c. Purchaser acknowledges the following with respect to the Property:
  - i. **THE PROPERTY IS CURRENTLY USED AS A MULTI-PURPOSE COMMUNITY CENTER. SUCH USE IS NOT PERMITTED UNDER THE PROPERTY’S LR-1(M) ZONING DESIGNATION AND IS THUS CONSIDERED A NON-CONFORMING USE.**
  - ii. **PURSUANT TO THAT CERTAIN** Seattle Department of Constructions and Inspections’ April 2019 *List of URM*s, **THE BUILDING ON THE PROPERTY IS IDENTIFIED AS AN UNREINFORCED MASONRY STRUCTURE WITH NO VISIBLE RETROFITS.**
  - iii. Receipt, on or about November 8, 2019, of a copy of **SoundEarth Strategies, Inc., Phase I Environmental Site Assessment, dated May 30, 2019**, which documents SoundEarth Strategies, Inc.’s investigation of the Property.
  - iv. The Property’s current use as a social services community institution is recognized as a legal, permitted non-conforming use.

- v. The Property has been designated as a landmark under Seattle City Council Ordinance 102229 and is subject to certain controls under Ordinance 106050).

## 5. REPRESENTATIONS AND WARRANTIES

- a. **Seller's Representations and Warranties.** For purposes of the representations and warranties in subsections 5.a.ii-iii, "Seller's Representative" is Karen Gruen. Seller represents and warrants to Purchaser as of the Effective Date, as follows:

- i. Seller is a municipal corporation duly organized and validly existing under the laws of the state of Washington.
- ii. To the best of Seller's Representative's knowledge, there are no actions, suits or other legal proceedings pending or threatened against Seller with respect to the Property.
- iii. Seller's Representative has not received written notice that Seller is in default under any covenants, easements, deeds, regulations, laws, rules, ordinances, order, or restrictions affecting or encumbering the Property.
- iv. Seller has obtained all necessary approvals to enter into this Agreement, and, as of Closing, to complete the transaction contemplated by this Agreement, including the Seattle City Council's passage of an ordinance which authorizes the transfer and conveyance of the Property to the Purchaser.
- v. Entering into the Agreement does not conflict with any other contract or legal obligation of Seller.

- b. **Purchaser's Representations and Warranties.** Purchaser hereby represents and warrants to Seller that as of the Effective Date:

- i. Purchaser is a duly organized and validly existing entity under the laws of the state of Washington.
- ii. Purchaser has obtained all necessary approvals to enter into this Agreement, and, as of Closing, to complete the transaction contemplated by this Agreement.
- iii. Entering into the Agreement does not conflict with any other contract or legal obligation of Purchaser.
- iv. Purchaser is in possession of the Property and Purchaser has not granted any other party, affiliate, subtenant, or licensee a right to use

and possession of the Property in a manner that conflicts with the use under the Deed or the Negative Easement.

- v. Purchaser (a) has not filed a petition in bankruptcy, (b) is not the subject of a petition in bankruptcy, (c) does not have a trustee or receiver appointed with respect to Purchaser's assets, (d) has not assigned assets for the benefit of creditors, (e) has not received notice of default, trustee's sale, foreclosure or forfeiture.

6. **ACCESS AND DUE DILIGENCE.** As of the Effective Date, the Purchaser is in possession of the Property pursuant to the Lease and has had sufficient access to the Property and information regarding the Property to enable Purchaser to complete due diligence prior to entering into this Agreement without need of an additional due diligence period.

7. **FORM OF DEED.** At Closing, Seller shall convey the Property to Purchaser by quitclaim deed in the form attached as **Exhibit B** (the "**Deed**").

#### 8. **CONDITIONS TO SELLER'S AND PURCHASER'S PERFORMANCE**

a. **Seller's Closing Conditions.** The obligation of the Seller to close the transaction contemplated by this Agreement is subject to the following closing conditions, any of which Seller may waive, in whole or in part:

- i. Purchaser shall have delivered to Seller all funds, documents and instruments required to be delivered by Purchaser hereunder.
- ii. Purchaser shall have performed in all material respects all covenants and obligations required by this Agreement to be performed by Purchaser on or prior to Closing.
- iii. The representations and warranties made by Purchaser in this Agreement (as set forth above in the subsection above with the caption Purchaser's Representations and Warranties) are true and correct as of the Closing date.

b. **Purchaser's Closing Conditions.** Purchaser's obligation to close the transaction contemplated by this Agreement is subject to the following closing conditions, any of which Purchaser may waive in whole or in part:

- i. Ratification of this Agreement by the Purchaser's board of directors.
- ii. Seller shall have delivered to Purchaser all documents and instruments required to be delivered by Seller hereunder.

- iii. Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or prior to Closing.
- iv. Seller's representations and warranties (as set forth above in the section with the caption "Seller's Representations and Warranties") are true and correct as of the Closing date.

**9. CLOSING; CLOSING DELIVERABLES; CLOSING COSTS/PRORATIONS; OBLIGATION FOR LEASEHOLD EXCISE TAX**

**a. Closing.**

- i. The anticipated Closing Date is 30 days following authorization by Seattle City Council; **provided that**, Seller may extend the Closing Date for a reasonable period of time.
- ii. The parties agree not to use escrow for Closing and agree to cooperate to take steps necessary to complete Closing. Seller shall hold Purchaser's Closing deliverables in trust until Purchaser notifies Seller that Purchaser's Closing conditions are satisfied. Seller shall notify Purchaser when Purchaser's Closing conditions are satisfied ("Purchaser's Notice"). Promptly following Purchaser's Notice, the Seller shall first record the Deed and then immediately record the Negative Easement with no intervening liens or recorded interests. Seller shall provide Purchaser with copies of the recorded Deed and Negative Easement. Seller shall invoice Purchaser for fifty (50%) of the recording costs and Purchaser shall pay within thirty (30) days.
- iii. "**Closing**" will be deemed to have been completed when the Deed is recorded by the King County Recorder's Office.

**b. Seller's Closing Deliverables.** On or before the Closing Date, Seller shall deliver to the Purchaser the following:

- i. Executed Real Estate Excise Tax Affidavit in form required by law;
- ii. Seller's certification of Non-Foreign Status under Foreign Investment in Real Property Tax Act (26 U.S.C. 1445); and
- iii. Certification that Seller's representations and warranties are true and correct.



- c. **Purchaser's Closing Deliverables.** On or before the Closing Date, Purchaser shall deliver to the Seller the following:
- i. Certification that Purchaser's representations and warranties are true and correct as of Closing.
  - ii. The following documents as executed by the Purchaser:
    - a. Negative Easement;
    - b. Counter-signed Real Estate Excise Tax Affidavit in form required by law; and
    - c. Deed acceptance.
- d. **Closing Costs/Prorations.**
- i. Purchaser and Seller shall equally share the closing costs, recording fees, real estate excise tax (if any), and other costs associated with the transfer and conveyance of the Property, excluding the cost of a purchaser's policy of title insurance (whether it provides standard coverage or extended coverage) and any endorsements thereto. Purchaser shall be responsible for the cost of title insurance.
  - ii. Real and personal property taxes, assessments, and charges payable in the year of Closing will be pro-rated as of Closing Date. Purchaser acknowledges that pursuant to RCW 84.36.010 the Real Property is not currently subject to property tax because Seller is a public entity, and that the Real Property will become subject to taxation when Purchaser acquires it. Seller calls Purchaser's attention to the fact that the Real Property is subject to miscellaneous charges (e.g., a charge for surface water), despite the fact that Property is exempt from taxation pursuant to RCW 84.36.010(1). Such miscellaneous charges will be pro-rated at Closing.
- e. **Leasehold Excise Tax.** In the event the State of Washington makes any demand upon the Seller for payment of leasehold excise taxes resulting from the Purchaser's occupation of the Property (or possession of the Property by the Purchaser's predecessors-in-interest under the Lease) or withholds funds due to the Seller to enforce collection of leasehold excise taxes, the Purchaser shall, at its sole expense, defend and indemnify the Seller from all such demands, and if necessary repay Seller for all sums expended by the Seller, or withheld by the State from the Seller, in connection with such taxation; provided that this shall not prevent Purchaser from contesting such action, at Purchaser's sole cost. The obligations of this Section shall survive Closing.

**10. RELEASE.** Seller's willingness to enter into this Agreement is conditioned, in part, on Purchaser's agreement to take the Property AS-IS and Purchaser's covenant to release and indemnify Seller from environmental liabilities arising from the Property as provided under the terms and conditions of the environmental covenant in the Deed.

**11. LEASE TERMINATION.** Seller and Purchaser agree that Purchaser's month-to-month tenancy will be deemed terminated as of the Closing Date, and Seller hereby forever releases, disclaims and discharges any and all claims, actions, suits, remedies, obligations or liabilities that Purchaser may have or claim against Seller under the Lease or any subsequent month to month or other tenancies or agreements regarding the Property, to be effective as of the Closing Date. This release shall not apply to any third party claims made against the City that arise from Purchaser's use and occupancy of the Property and Purchaser shall defend and indemnify the City from any third-party claims and liabilities arising from Purchaser's use and occupancy of the Property, including any use and occupancy by Purchaser's employees, subtenants, assignees, contractors, licensees and invitees.

## **12. BROKERS**

The Seller represents and warrants that, in the context of the transaction contemplated by this Agreement, it is not represented by a real estate broker. Similarly, Purchaser represents and warrants that in the context of the transaction contemplated by this Agreement, it is not represented by a real estate broker. If any person or entity makes a claim for a brokerage commission or finder's fee of any kind, then the party through whom or on whose behalf such services are claimed shall defend and indemnify the other party from any claims, costs or fees for unpaid broker's fees or commissions.

## **13. MISCELLANEOUS**

- a. **Notices.** Any notice required or permitted to be delivered under this Agreement must be in writing and will be deemed given on the earlier of actual receipt or (i) when delivered, if delivered by hand during regular business hours, (ii) three (3) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested and first class mail, postage prepaid, or (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed. Notices to Seller and/or Purchaser shall be delivered as follows:

If to Seller:

THE CITY OF SEATTLE

Department of Finance and Administrative Services  
Attn: Karen Gruen, Director Real Estate Services  
700 Fifth Avenue, Suite 5200  
P.O. Box 94689  
Seattle, WA 98124-4689  
Telephone: 206-733-9238

Note: If delivering notice by hand pursuant to subsection (i) above, notice must be delivered to the City's street address; if sending notice by U.S. Mail pursuant to subsection (ii) above, notice must be sent to the City's P.O. Box; and if sending notice by overnight express mail service pursuant to subsection (iii) above, notice must be delivered to the City's street address.

If to Purchaser:

BYRD BARR PLACE

Attention: Andrea Caupain Sanderson, Chief  
Executive Officer  
722 18<sup>th</sup> Avenue  
Seattle, WA 98122  
Telephone: 206-812-4940

- b. **Effective Date.** The "**Effective Date**" of this Agreement is the date the last party to execute this Agreement executes it, as represented by the date appearing below each party's signature. Each party authorizes the endorsement of such date for administrative reference in the space provided in the Agreement's heading.
- c. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement of the Seller and Purchaser with respect to the Property and supersedes all written or oral agreements or undertakings. This Agreement may be modified only pursuant to a writing signed by both parties.
- d. **Negotiated Agreement.** This Agreement has been negotiated by the parties and each party has had the opportunity to review it with legal counsel and to participate in the drafting. It shall be construed according to the fair intent of the language as a whole, and not for or against either party as the drafting party.
- e. **No Assignment.** Purchaser may not assign its interest in this Agreement to any other party, without the Seller's prior written consent, which the Seller may withhold in its sole and absolute discretion.
- f. **No Third-Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the parties to this Agreement, nor is anything in this Agreement intended to relieve or

discharge the obligation or liability of any third-party, nor shall any provision give any third-party any right of subrogation or action against any party to this Agreement.

- g. **Attorney Fees.** In the case of any legal action or dispute arising under this Agreement, each party will bear its own attorney fees and costs.
- h. **Further Acts.** Seller and Purchaser will each execute and deliver such additional documents and instruments and take such further actions as may be reasonably necessary to carry out the Agreement's terms and conditions.
- i. **Time** is of the essence.
- j. **Subject to the Approval of the Seattle City Council.** Final decisions regarding the disposal of the City's real property require authorization by the Seattle City Council.
- k. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Washington. Jurisdiction and venue shall be in the Superior Court for the State of Washington – King County.
- l. **Exhibits**

Exhibit A          Negative Easement

Exhibit B          Form of Deed

**SELLER:**

THE CITY OF SEATTLE  
Department of Finance and Administrative  
Services

By: \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

BYRD BARR PLACE, a Washington  
nonprofit corporation

By: \_\_\_\_\_

Printed Name: Andrea Caupain Sanderson

Title: Chief Executive Officer

Date: \_\_\_\_\_

## Exhibit A

### Form of Negative Easement

#### AFTER RECORDING RETURN TO:

City of Seattle  
Department of Finance and Administrative Services  
Seattle Municipal Tower  
700 Fifth Avenue, Suite 5200  
P.O. Box 94689  
Seattle, WA 98124-4689

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

|   |
|---|
| <b>Document Title(s)</b> (or transactions contained therein):<br><br>Negative Easement for Preservation of Development Rights   |
| <b>Reference Number(s) of Documents assigned or released:</b> None<br><br>Additional reference numbers on page(s) _____ of document.  |
| <b>Grantor(s)</b> (Last name, first name, initials)<br><br>BYRD BARR PLACE, a Washington non-profit corporation<br><br><input type="checkbox"/> Additional names are on page(s) _____ of document.  |
| <b>Grantee(s)</b> (Last name first, then first name and initials)<br><br>THE CITY OF SEATTLE, a Washington municipal corporation<br><br><input type="checkbox"/> Additional names are on page(s) _____ of document.   |
| <b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)<br><br>Lots 4-5, Block 28, EDES & KNIGHTS ADD SUPPL Plat, SW-33-25-4<br><br><input checked="" type="checkbox"/> Additional legal description is on <b>Exhibit A</b> of this document. |
| <b>Assessor's Property Tax Parcel/Account Number</b> <input type="checkbox"/> Assessor Tax # not yet assigned<br><br>22545-02235  |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.  |

## NEGATIVE EASEMENT FOR PRESERVATION OF DEVELOPMENT RIGHTS

This NEGATIVE EASEMENT FOR PRESERVATION OF DEVELOPMENT RIGHTS (“**Easement**”) is granted by BYRD BARR PLACE, a Washington non-profit corporation (the “**Grantor**”) in favor of THE CITY OF SEATTLE, a Washington municipal corporation (“**Grantee**”).

### 1. RECITALS

- 1.1. Grantor is the sole owner in fee simple determinable of that certain real property (hereinafter, “**Property**”) located in King County, Washington, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), both of which are attached and incorporated herein. The Property consists of 15,360 square feet and is improved with a 17,210-square foot building constructed in or about 1908 (the “**Existing Building**”).
- 1.2. The City of Seattle is facing an acute shortage of affordable housing. The scarcity of suitable land is an important factor in this shortage.
- 1.3. The Property is zoned LR-1(M), a zoning designation under which multi-story residential buildings are permitted. The Property’s current use as a social services community institution is recognized as a legal, permitted non-conforming use.
- 1.4. Additionally, the Property’s suitability for development of housing is further enhanced by the Property’s proximity to transportation networks, services, employment centers, as well as its access to utilities necessary for its redevelopment.
- 1.5. Therefore, in light of the shortage of affordable housing and the suitability of the Property for housing, the development potential of the Property is of great importance to Grantor, Grantee and the citizens of the City of Seattle.
- 1.6. Grantor acquired title to the Property from Grantee, and Grantee’s willingness to convey the Property to Grantor was conditioned, in part, on Grantor’s execution and recording of this Easement immediately after conveyance of title, to be effective on the date of recording of this Easement in the public records of King County (the “**Effective Date**”).
- 1.7. The parties intend that the additional development potential of the Property be preserved and utilized in perpetuity for the purpose of affordable housing.

### 2. CONVEYANCE AND CONSIDERATION

- 2.1. NOW THEREFORE, in consideration of the foregoing recitals which are made a part of this Easement, and for other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants and conveys to Grantee a negative easement as further described in Section 3 in perpetuity in, on, over and across the Property, subject to all of the terms in this Easement.

- 2.2. Grantor expressly intends that this Easement conveys certain rights and a non-possessory interest in the Property to the Grantee.
- 2.3. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, assigns, agents, employees, tenants, and occupants of the Property.

### 3. PURPOSE AND GRANT OF EASEMENT

- 3.1 **Purpose and Definition of Development Value and Affordable Housing.** The purpose of this Easement is to forever preserve Development Value of the Property for the purposes of social services facilities, or Affordable Housing, or both. As used in this Easement, "**Development Value**" means any expansion of the Existing Building above or below grade, or any construction of a new facility, building, structure or other fixture or appurtenance upon the Property. "**Affordable Housing**" means a housing development that creates and maintains housing units on the Property with a mix of unit sizes which are affordable to and serve households with income levels up to 80% of area median income ("**AMI**"), and with a majority of units serving households with incomes up to 60% of AMI.
- 3.2. **Grant of Easement.** Grantor hereby covenants for the benefit of Grantee to preserve and use the Development Value of the Property for the purposes of social services facilities, for Affordable Housing, or both. Grantor hereby grants to Grantee a negative easement in perpetuity providing Grantee the right to take any actions permitted by law or equity to ensure that the Development Value of the Property is used by Grantor solely for the creation and maintenance of social services facilities, for the creation and maintenance of Affordable Housing, or both (the "**Easement**"). The parties further agree that the rights in the Development Value may not be used or transferred from the Property, as it now or hereafter may be bounded or described, to any other property without the prior written approval of the Grantee. Any purported transfer of the Development Value without Grantee's prior written approval shall be deemed null and void.
- 3.3. **Interpretation of the Easement; Grantee's Rights.** The parties intend that this Easement be interpreted (a) in a manner consistent with its stated purpose, and (b) so as to confine the Grantor's use of the Property to such activities that are consistent with the purpose and terms of this Easement. At the same time, the parties intend, and this Easement is structured, to give Grantor discretion to undertake activities that are consistent with the Easement's purpose and terms. Accordingly, Grantor shall provide Grantee at least sixty (60) days' notice and obtain Grantee's written approval before Grantor submits an application to any regulatory body for any permit that utilizes the Development Value. In such circumstance, at the option of Grantee, Grantor shall enter into a regulatory agreement with Grantee, on a form to be provided by Grantee, to ensure that housing units constructed on the Property serve and are affordable to households with income levels up to 80% of AMI and a majority up to 60% of AMI.

- 3.4. **No Public Rights Conveyed Through Easement.** The parties acknowledge that, except as specifically provided herein, Grantor does not grant, expand or extend any rights to the general public through this Easement, including without limitation, any rights of public access to, on or across, or public use of, the Property.

#### 4. ADDITIONAL RIGHTS CONVEYED TO GRANTEE

- 4.1 The following additional rights are conveyed to Grantee by this Easement:

4.1.1 Access by Grantee. As provided for and limited herein, Grantor hereby grants to Grantee reasonable and non-exclusive access once per year (to be coordinated with Grantor in advance) across the Property solely for the purposes of monitoring and enforcing Grantee's rights under this Easement. Specifically, Grantee shall have the right:

(a) To enter upon, inspect, observe and study the Property, with such persons as Grantee may require, once per year at mutually agreeable dates and times and upon reasonable prior notice to the Grantor, for the purpose of monitoring the uses and activities on the Property to determine whether they are consistent with this Easement; and

(b) To enter upon the Property with no less than five days' written notice and during business hours if Grantee has a good faith basis for believing that a violation of this Easement is occurring.

4.1.2 Grantee shall exercise its access rights in compliance with applicable law and the terms of this Section 4.1 in a manner that will not materially disturb or interfere with Grantor's reserved rights, any other person's lawful use of the Property, or Grantor's ongoing operations or quiet enjoyment of the Property.

4.1.3 Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee under Subsection 4.1.1.

- 4.2 **Enforcement.** Grantee shall have the right to enforce the terms of this Easement, in accordance with Sections 6 and 7.

#### 5. PERMITTED USE

The Existing Building shall be maintained in good and sound repair. Grantor will not commit or permit waste (i.e., abuse, unreasonable use, and/or deterioration other than normal wear and tear) of the Existing Building. Accordingly, Grantor may undertake any activities on the Property which are reasonable and necessary to maintain the Existing Building so long as the activities do not frustrate the purpose of preserving the Development Value for social services facilities and Affordable Housing.



## 6. NOTICE AND CONSENT

- 6.1. **Addresses for Notices.** Any notice, demand, request, consent, concurrence, approval, or communication that any party desires or is required to give to the other under this Easement shall be given in writing and to the party's address below or such other address as any party shall designate in writing from time to time. Notice shall be served personally, or sent by first class registered or certified mail, postage pre-paid, or overnight courier with proof of delivery and shall be deemed given on the earlier of (a) acknowledgement of actual receipt, or (b) the date of delivery affidavit or three business days after deposit in U.S. Mail.

To Grantor: Byrd Barr Place  
Attention: Executive Director  
722 18<sup>th</sup> Avenue  
Seattle, WA 98122  
Telephone: 206-812-4940

To Grantee: City of Seattle  
Department of Finance and Administrative Services  
Attention: Real Estate Services Director  
700 Fifth Avenue  
Suite 5200  
P.O. Box 94689  
Seattle, WA 98124-4689

- 6.2. Where notice from Grantee to Grantor of entry upon the Property is required under this Easement, Grantee may notify any appropriate agent of Grantor by telephone, mail, or in person prior to such entry.

## 7. REMEDIES

- 7.1. **Notice of Non-Compliance.** If Grantee reasonably determines that the Grantor is in violation of the terms of this Easement or that a violation is likely to occur, Grantee shall give written notice to Grantor specifying the violation and the corrective action sufficient to cure the violation. Where the violation involves injury or damage to the Property resulting from any use or activity inconsistent with the Easement's purpose or terms, Grantor shall restore the portion of the Property so injured to its prior or potential condition in accordance with a plan to which Grantee has consented.
- 7.2. **Grantor's Failure to Respond.** Grantee may bring an action as provided in Section 7.3 if Grantor:

- 7.2.1. Fails to cure a violation of this Easement within thirty (30) days after receipt of written notice thereof from Grantee; or

- 7.2.2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to diligently pursue the cure to completion.
- 7.3. **Grantee's Action.** Grantee may bring an action at law or in equity, or both, to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, or injury to any of the Development Values, including damages for the loss of the Development Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.
- 7.4. **Immediate Action Required.** Despite any other provision of this Easement to the contrary, if Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Development Values, Grantee may pursue its remedies under this Section 7 with prior notice to Grantor but without waiting for the period provided for cure to expire.
- 7.5. **Nature of Remedy.** Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement and Covenant. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate, and that Grantee shall be entitled to the injunctive relief described in this Section 7 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including Grantee's rights under the deed conveying title to Grantor.
- 7.6. **Costs of Enforcement.** If Grantor or Grantee finds it necessary to bring an action at law or other proceeding against the other party to enforce or interpret any of the terms, covenants, or conditions of this Easement, each party shall bear its own attorneys' and consultants' fees.
- 7.7. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantee in accordance with the terms of this Easement. Any forbearance by Grantee to exercise its rights under this Easement if Grantor breaches any of the Easement's terms shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. Grantee's delay or omission in the exercise of any right or remedy upon any breach by Grantor shall not impair such right or remedy or be construed as a waiver.

- 7.8. **Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement and in view of the fact that Grantee will not be continually present on the Property, that Grantee has limited resources to monitor compliance with the Easement, and that activities inconsistent with the purpose and terms of this Easement could occur without Grantee's immediate knowledge, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Easement based upon abandonment, adverse possession, prescription, laches, estoppel or changed circumstances relating to the Property or this Easement.
- 7.9. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from actions by a trespasser upon the Property or causes beyond Grantor's control, including, without limitation, civil unrest, epidemic, natural disaster, fire, flood, storm, pest infestation, earth movement, and climate change, and from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. If the Easement terms are violated by acts of trespassers, and Grantor has not undertaken suit itself, Grantor agrees, at Grantee's option, to assign its right of action to Grantee or to appoint Grantee its attorney-in-fact, for purposes of pursuing enforcement action against the responsible parties. It shall be Grantor's burden to demonstrate that a violation was caused by a trespasser and that Grantor could not have anticipated or prevented such violation.

## 8. LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

- 8.1. **Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage with a liability limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such insurance shall include Grantee's interest, name Grantee as an additional insured, and (if available) provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. The parties release and relieve the other and waive their entire right to recovery for loss or damage to the extent that the loss or damage is covered by the injured party's insurance. This waiver applies whether the loss is due to the negligent acts or omissions of Grantor or Grantee. Grantor remains solely responsible for obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement. Grantor shall keep the Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor; **provided** that the Property shall be deemed to be free of such liens if I) Grantor or Grantee, as the case may be, is diligently challenging the application of such liens to the

Property; or ii) such liens are subordinated to this Easement and do not require any action or inaction inconsistent with the purpose and terms of this Easement.

- 8.2. **Compliance with Applicable Laws.** Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property that have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing, including, but not limited to, those relating to pollution or the protection of human health or the environment.
- 8.3. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Property by competent authority after the Effective Date, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- 8.4. **Liability.** Grantor shall defend, indemnify and hold harmless the Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any covenant or agreements contained in this Easement, or violations of any Federal, State, or local laws, except to the extent arising from Grantee's negligent acts or omissions or Grantee's breach of this Easement, or violations of any Federal, State, or local laws.

## 9. CONDEMNATION and SUBSEQUENT TRANSFERS

- 9.1. **Condemnation.** If the Easement is taken, in whole or in part, by the exercise of the power of eminent domain by government or quasi-government agencies other than Grantee, Grantee shall be entitled to compensation in accordance with applicable law. If all or part of the Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority (other than Grantee) so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that the Easement constitutes a compensable property right. The reasonable expenses of each party incurred in connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, giving full credit to Grantor for any improvements to the Property made by Grantor.

- 9.2. **Subsequent Transfers by Grantor.** Grantor shall: (1) incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including without limitation any leasehold interest; and (2) describe this Easement in and append it to, any executory contract for the transfer of any interest in the Property. Grantor shall give written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee's representative. The failure of the Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit Grantor's right to enforce it in any way.
- 9.3. **Subsequent Transfers by Grantee.** This Easement is intended to bind any and all Grantor's heirs, successors and assigns to Grantee's rights in the Property, and is intended to be freely transferable by Grantee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of any transfer or assignment. However, the failure of Grantee to give such notice shall not affect the validity of this Easement or limit Grantee's heirs, successors and assigns to enforce Grantee's rights against Grantor and its subsequent purchasers, heirs, or successors.

## 10. AMENDMENT

Grantor and Grantee recognize that circumstances could arise which justify amendment of certain of the terms, covenants or restrictions contained in this Easement and Covenant. Amendments will become effective when executed by an authorized representative of each party and recorded with the King County Recorder.

## 11. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of King County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.

## 12. GENERAL PROVISIONS

- 12.1. **Governing Law and Venue.** The laws of the State of Washington and applicable federal law shall govern the interpretation and performance of this Easement. By executing this Easement, Grantor submits to the jurisdiction of the courts of the State of Washington in this matter. In the event of a lawsuit involving this Easement, venue shall be proper in King County, Washington.
- 12.2. **Liberal Construction.** Despite any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the grant to further the Purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation

consistent with the purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.

### 12.3. **Severability.**

12.3.1. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby.

12.3.2. If any material provision of this Easement or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, so that the intent of this Easement is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the intent of the superseded provisions consistent with applicable law.

12.4. **Entire Agreement.** This instrument and the deed whereby Grantee originally conveyed title to the Property to Grantor sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter herein, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 10.

12.5. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns, and to any party taking ownership of the Property, or any portion thereof, subsequent to the foreclosure of any mortgage or deed of trust, and shall continue as a servitude running with the Property in perpetuity.

12.6. **No Joint Venture.** Grantor and Grantee expressly disclaim the existence of any fiduciary relationship, partnership, joint venture or agency relationship between or amongst them with respect to matters arising out of or related to this Easement and Covenant.

12.7. **Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

## 13. SCHEDULE OF EXHIBITS

13.1. Exhibit A. Legal Description of Property Subject to Easement and Covenant

13.2. Exhibit B. Site Map

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

Byrd Barr Place, a Washington nonprofit corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ of **Byrd Barr Place**, the non-profit corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said non-profit corporation and signed the same as the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE  
FOLLOWS



The City of Seattle, a Washington municipal corporation, does hereby accept the above Negative Easement for Preservation of Development Rights.

Dated: \_\_\_\_\_

**GRANTEE:**

The City of Seattle, a Washington municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ of **The City of Seattle**, the municipal corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Property Subject to Easement and Covenant**

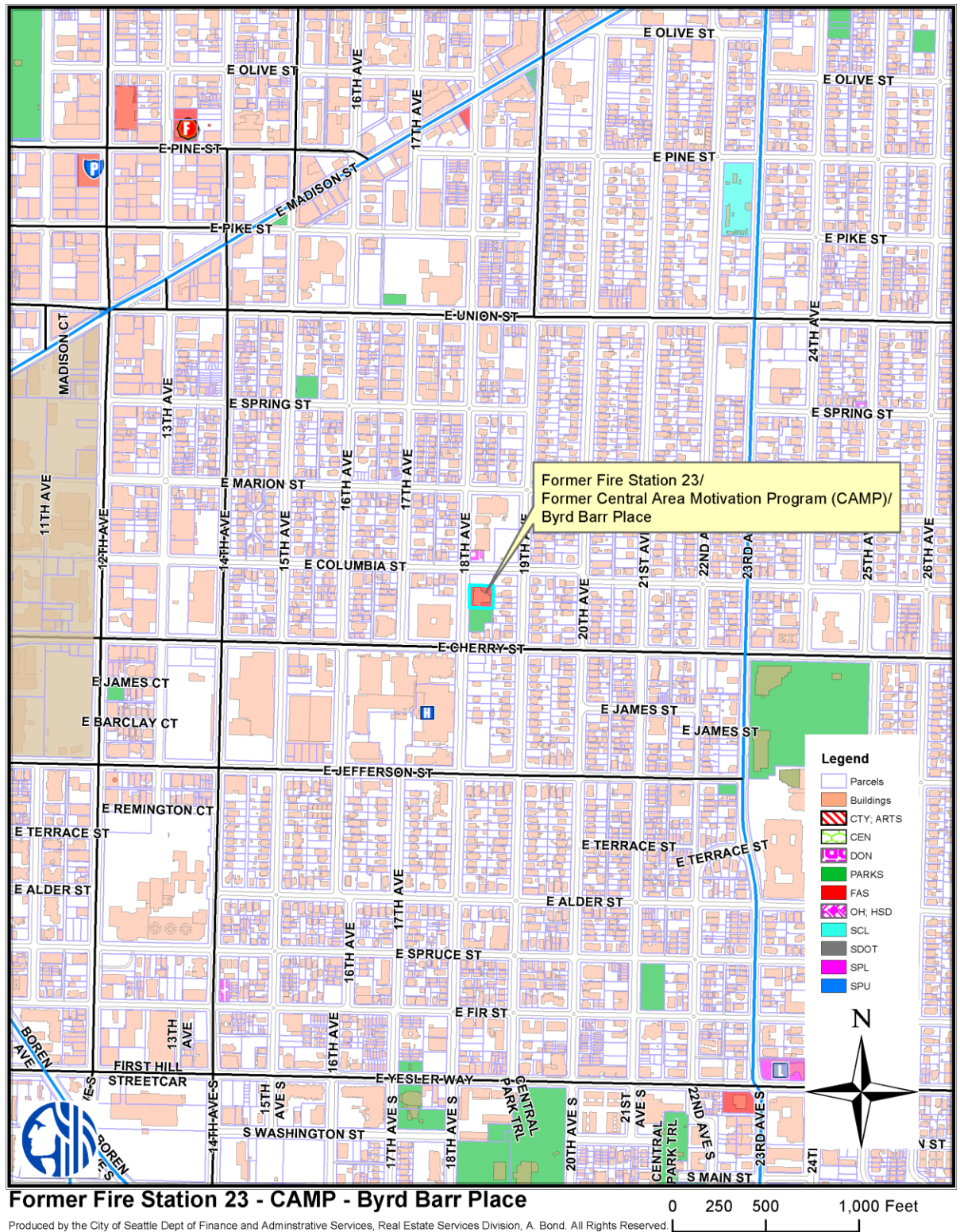
LOTS 4 AND 5 IN BLOCK 28 OF SUPPLEMENTAL PLAT OF EDES AND KNIGHT'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS AT PAGE 194, RECORDS OF KING COUNTY, WASHINGTON.

Situate in the County of King, State of Washington.



## EXHIBIT B

### Site Map



**Exhibit B**  
**Form of Deed**

**Return Address:**

Byrd Barr Place  
722 18<sup>th</sup> Avenue  
Seattle, WA 98122

**Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet  
(RCW 65.04)**

|  |  |
|--|--|
| <b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <b><u>must</u></b> be filled in)<br><br>1. QUIT CLAIM DEED CONVEYING DETERMINABLE ESTATE WITH COVENANTS |  |
| <b>Reference Number(s) of Documents assigned or released:</b><br><br>NONE  |  |
| <b>Grantor(s)</b> (Last name, first name, initials)<br><br>1. CITY OF SEATTLE, a Washington municipal corporation  |  |
| <b>Grantee(s)</b> (Last name first, then first name and initials)<br><br>1. BYRD BARR PLACE, a Washington non-profit corporation   |  |
| <b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)<br><br>Lots 4-5, Block 28, EDES & KNIGHTS ADD SUPPL Plat, SW-33-25-4   |  |
| <b>Assessor's Property Tax Parcel/Account Number</b><br><br>22545-02235  | <input type="checkbox"/> Assessor Tax # not yet assigned |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.             |  |

**QUIT CLAIM DEED CONVEYING DETERMINABLE ESTATE WITH COVENANTS**  
(the “**Deed**”)

This Deed conveys real property located in King County, Washington legally described as follows:

LOTS FOUR (4) AND FIVE (5) IN BLOCK TWENTY-EIGHT (28),  
SUPPLEMENTARY PLAT OF EDES & KNIGHT'S ADDITION TO THE CITY  
OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 2 OF PLATS AT PAGE 194, RECORDS OF KING COUNTY,  
WASHINGTON.

Situate in the City of Seattle, County of King, State of Washington (the  
“Property”).

For good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF SEATTLE (“Grantor”), a Washington municipal corporation, hereby conveys and quitclaims to the BYRD BARR PLACE (“Grantee”), a Washington non-profit corporation, all Grantor’s right, title and interest in the Property, other than the rights expressly reserved in this Deed, for: (i) so long as the Property is used to provide social services in compliance with the Covenant for Use of the Property in Section B.3 below; and (ii) so long as any additional development or expansion of improvements on the Property is limited to improvements dedicated to social services facilities, or affordable housing, or both.

At such time when the Property is no longer used as provided in the prior paragraph , the Property shall revert to Grantor and its heirs and successors, and by its acceptance of this Deed the Grantee hereby binds itself and its heirs, successors and assigns, grantees and lessees forever to use the Property as provided in this Deed, and further covenants as follows:

A. Environmental Covenant

1. The Property is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property. Grantee assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance (defined below) or other environmental contamination relating to the Property. Grantee also releases and shall

indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties and costs assessed by any regulatory agency, fees, damages, losses, expenses (including but not limited to attorneys' fees, contractors' and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property, including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

2. For purposes of this Environmental Covenant, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.
3. Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any environmental or similar liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.
4. Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense arising therefrom. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of

action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

**B. Covenants Regarding Use and Condition of the Property:**

1. Improvements to the Property shall be maintained in good and sound state of repair, subject to reasonable wear and tear. Grantee will not commit or permit waste (i.e., abuse, unreasonable or improper use, and/or deterioration other than normal wear and tear) of the building or site improvements.
2. With the prior written consent of Grantee (which shall not be unreasonably withheld), Grantor shall have the right to enter the property during weekday business hours for the purpose of making inspections of the property to determine if there is compliance by Grantee with the terms of this Deed. Grantee shall not request inspection more than annually unless Grantee has reasonable cause to believe there is a violation of one or more covenant in this Deed.
3. Grantee shall use the Property for social services provided to the public. For purposes of this Deed, 'social services' means services offered to support the wellbeing and safety of the public, which may include:
  - a. Operation of a food bank;
  - b. Offering of energy assistance programs;
  - c. Offering of short-term financial assistance for housing expenses;
  - d. Offering instruction in personal finance;
  - e. Affordable housing; and
  - f. Any combination of a - e.
4. The Grantee shall pay real estate taxes and assessments on the property hereby conveyed, or any part thereof, when due and shall place thereon no mortgage, lien or other encumbrance without the prior written consent of the City's Director of Finance and Administrative Services, or the head of any successor agency, which shall not be unreasonably withheld, conditioned, or delayed.
5. The Grantee shall annually, no later than March 31, submit to the Director of Finance and Administrative Services, or the head of any successor agency, certification that it has used the Property consistent with the covenants and limitations of this Deed.
6. If the Property reverts to Grantor, then upon written request from Grantee, Grantor will execute in favor of Grantee a recordable document relating to such reversion or reconveyance that will include environmental covenants and indemnity release provisions which will be effective on a prospective basis after the date of such reversion or reconveyance to release Grantee from any subsequent environmental liabilities, excluding

any environmental conditions that may have been created or caused by Grantee while it owned the Property.

7. Grantee shall use the Property in compliance with all municipal, county, state and federal laws, ordinances and regulation and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers
8. Americans with Disabilities Act. Grantee shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its ongoing obligations under this Agreement.
9. Grantee shall not deny an otherwise qualified individual any services anticipated by or required under this Agreement on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap. BBP shall not discriminate on any of the foregoing grounds in the awarding of any contract, in the provision of services, or in other activities made possible by this Agreement.

#### C. Notice and Remedies

The provisions in this Section C shall not in any way amend, limit, or otherwise require the Grantor to take any action with respect to the automatic reversion of the Property to Grantor and Grantor's heirs and assigns at such time as the Property is no longer used as provided in the granting clause above. This section applies to any breach of one of more of the Covenants in Section A and B, excluding only B.3 (the "Deed Covenant(s)").

1. **Notice of Non-Compliance.** If Grantor reasonably determines that the Grantee is in violation of any Deed Covenant or that a violation is likely to occur, Grantor shall give written notice to Grantee of such violation and demand specific corrective action in writing sufficient to cure the violation.
2. **Grantee's Failure to Respond.** Grantor may bring an action as provided in Section C.3 below if Grantee:
  - a. Fails to cure a violation of any Deed Covenant within thirty (30) days after receipt of written notice thereof from Grantor; or
  - b. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to diligently pursue the cure to completion.
3. **Grantor's Action.** Grantor may bring an action at law or in equity, or both, to enforce the terms of the Deed Covenants, to enjoin the violation, ex parte as necessary and as allowed



under the applicable civil rules, by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of the Deed Covenants. All such actions for injunctive relief may be taken without Grantor being required to post bond or provide other security.

4. **Nature of Remedy.** Grantor's remedies described in this Section C shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
5. **Grantor's Discretion.** Enforcement of the Deed Covenants shall be at the discretion of the Grantor in accordance with the terms of this Section C. Any forbearance by Grantor to exercise its rights under this Deed if Grantee breaches any of the Deed Covenants shall not be deemed or construed to be a waiver by Grantor of such term or of any of Grantor's rights under this Deed, including the reversion of the Property. Grantor's delay or omission in the exercise of any right or remedy upon any breach by Grantee shall not impair such right or remedy or be construed as a waiver.
6. **Waiver of Certain Defenses.** Grantee acknowledges that it has carefully reviewed this Deed and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Deed and in view of the fact that Grantor will not be continually present on the Property, that Grantor has limited resources to monitor compliance with the Deed, and that activities inconsistent with the purpose and terms of this Deed could occur without Grantor's immediate knowledge, Grantee hereby waives any claim or defense it may have against Grantor or its successors in interest under or pertaining to this Deed based upon abandonment, adverse possession, prescription, laches, estoppel or changed circumstances relating to the Property or this Deed.
7. **Acts Beyond Grantee's Control.** Nothing contained in this Section C shall be construed to entitle Grantor to bring any action against Grantee to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from actions by a trespasser upon the Property or causes beyond Grantee's control, including, without limitation, civil unrest, epidemic, natural disaster, fire, flood, storm, pest infestation, earth movement, and climate change, and from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. If the Deed Covenants are violated by acts of trespassers, and Grantee has not undertaken suit itself, Grantee agrees, at Grantor's option, to assign its right of action to Grantor or to appoint Grantor its attorney-in-fact, for purposes of pursuing enforcement action against the responsible parties. It shall be Grantee's burden to demonstrate that a violation was caused by a trespasser and that Grantee could not have anticipated or prevented such violation.

The Property is conveyed subject to all existing easements, covenants, restrictions, conditions, reservations, exceptions and agreements, recorded and unrecorded, and the Grantor makes no warranties of any kind as to the title of the Property.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

|   |  |
|---|--|
| <p><b>GRANTOR: THE CITY OF SEATTLE,</b><br/>a Washington municipal corporation</p> <p>By: _____<br/>Calvin W. Goings</p> <p>Title: Director, Finance and Administrative<br/>Services</p> <p>Date: _____</p> | <p><b>ACCEPTED BY (GRANTEE): BYRD<br/>BARR PLACE,</b> a Washington non-profit<br/>corporation</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|--|

This Quit Claim Deed is executed and delivered pursuant to City of Seattle Ordinance  
\_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Calvin W. Goings** known to me (or proved to me on the basis of satisfactory evidence) to be the **Director of Finance and Administrative Services of The City of Seattle**, the municipal corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **Byrd Barr Place**, the Washington non-profit corporation who executed the foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute such document for and on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year written above in this certificate.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b>                  | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>  |
|-------------------------------------|-----------------------------|----------------------------|
| Finance and Administrative Services | Karen Gruen<br>733-9238     | George Dugdale<br>733-9297 |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the transfer of City property located at 722 18<sup>th</sup> Avenue, Seattle, Washington; authorizing the conveyance of the property to Byrd Barr Place, a Washington non-profit corporation, consistent with the intent of Resolution 31856 and to provide for the continued delivery of social services; making findings of fact about the consideration for the transfer; authorizing acceptance of a negative easement restricting future development of the property; superseding Resolution 31837 for the purposes of this ordinance; and authorizing the Director of the Department of Finance and Administrative Services or designee to execute and deliver documents necessary to carry out the conveyance of such property on the terms and conditions of this ordinance.

**Summary and background of the Legislation:** For many years, the City has contemplated conveying title to certain senior centers/community centers, each to its non-profit operator, so long as the operator demonstrates the capacity to own and operate the property. The City is now prepared to move forward with the transfer of title on one such property to its non-profit operator, Byrd Barr Place (BBP), pursuant to City Council Resolution # 31856 for Mutual and Offsetting Benefit Properties.

In 1967, the City leased former Fire Station 23, located at 722 18<sup>th</sup> Avenue (“Former Fire Station 23”) to the Seattle-King County Economic Opportunity Board, Inc. for use as a multi-purpose neighborhood facility by its delegate agency, the Central Area Citizens’ Committee (“CACC”), a Washington non-profit corporation, d/b/a Central Area Motivation Program. In 1976, the City designated former Fire Station 23 as a historic landmark. Then, in 1988, the City entered into a long-term, mutual and offsetting benefit lease with CACC, pursuant to which CACC paid de minimis cash rent in exchange for its promise to use former Fire Station 23 for the delivery of social services which converted to a month to month lease in 1992. CACC, now known as Byrd Barr Place, continues in possession of former Fire Station 23, out of which it delivers social services.

Pursuant to the 2019 *Memorandum of Agreement Implementing Criteria for Initiating Transfer of Mutually Offsetting Facilities to Tenants*, by and amongst six City of Seattle departments and offices (FAS, OPCD, DON, OED, OH and HSD), an interdepartmental team within the City of Seattle has determined that the proposed new property owner, BBP – in all material respects – meets the transfer criteria established by the City for transferring property to tenants who have been operating properties under mutually and offsetting benefit lease agreements.

FAS and Byrd Barr Place have entered into an agreement regarding the consideration, terms and conditions for the City's conveyance of former Fire Station 23 to Byrd Barr Place, subject to the City Council's authorization.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☒ Yes ☐ No

| Appropriation change (\$):     | General Fund \$         |      | Other \$               |           |
|--------------------------------|-------------------------|------|------------------------|-----------|
|                                | 2020                    | 2021 | 2020                   | 2021      |
|                                | 0                       |      |                        | -\$32,000 |
| Estimated revenue change (\$): | Revenue to General Fund |      | Revenue to Other Funds |           |
|                                | 2020                    | 2021 | 2020                   | 2021      |
|                                | \$0                     |      |                        | -\$4,699  |
| Positions affected:            | No. of Positions        |      | Total FTE Change       |           |
|                                | 2020                    | 2021 | 2020                   | 2021      |
|                                | 0                       | 0    | 0                      | 0         |

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

Conveying title to its nonprofit operator in exchange for a commitment to furnish needed social services or a combination of social services and affordable housing means that the City will forego the monetary value of these properties in its citywide real estate holdings. In 2020, the King County Assessor assigned a value of \$2.7 million to former Fire Station 23.

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

The financial impact of not conveying title to the property is that the City would continue to receive modest revenue from rent, but also still be responsible for the cost of major maintenance expenses. For example, the City spent approximately \$39,000 in 2018 and \$26,000 in 2019 on corrective and preventative maintenance for former Fire Station 23. For 2020 and 2021, those costs are estimated to be roughly \$32,000.

### 3.a. Appropriations

☒ This legislation adds, changes, or deletes appropriations.

| Fund Name and number        | Dept | Budget Control Level Name/## | 2020 Appropriation Change | 2021 Estimated Appropriation Change |
|-----------------------------|------|------------------------------|---------------------------|-------------------------------------|
| Facility Operations - 50300 | FAS  | Space Rent - PO-FA-SPACERENT | \$0                       | - \$32,000                          |
| <b>TOTAL</b>                |      |                              | <b>\$0</b>                | <b>- \$32,000</b>                   |

*\*See budget book to obtain the appropriate Budget Control Level for your department.*

**Is this change one-time or ongoing?**

This change would be ongoing.

**Appropriations Notes:**

The reduced appropriation reflects a best estimate of annual maintenance costs in 2021 and subsequent years for the facility, since that will no longer be the responsibility of the City.

### 3.b. Revenues/Reimbursements

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

**Anticipated Revenue/Reimbursement Resulting from this Legislation:**

| Fund Name and Number        | Dept | Revenue Source | 2020 Revenue | 2021 Estimated Revenue |
|-----------------------------|------|----------------|--------------|------------------------|
| Facility Operations - 50300 | FAS  | Annual Rent    | \$0          | -\$4,699.44            |
| <b>TOTAL</b>                |      |                | <b>\$ 0</b>  | <b>-\$4,699.44</b>     |

**Is this change one-time or ongoing?**

This change would be ongoing.

**Revenue/Reimbursement Notes:**

The reduced revenue reflects the loss of rent in 2021, presuming changes go into effect year end 2020.

### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

#### 4. OTHER IMPLICATIONS

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

Yes. Representatives from six other departments and offices have participated in an interdepartmental team tasked with overseeing the disposition of Mutual and Offsetting Benefit (MOB) properties.

**b. Is a public hearing required for this legislation?**

No.

**c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No. However, pursuant to Washington Administrative Code section 197-11-800(5)(b), the disposition of property requires the making of a threshold determination under the State Environmental Policy Act (SEPA). In the case of this property, the threshold determination resulted in a determination of non-significance. A notice of such determination was published in *The Daily Journal of Commerce*.

**e. Does this legislation affect a piece of property?**

Yes. See Summary Attachment A – Property Map for Former Fire Station 23.

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

The impact of the legislation is limited to vesting title to the property in its non-profit operator, with no disruption to the ongoing delivery of social services.

However, a key tenet of MOB property transfers is that by putting control of each property that much closer to the property's clients, the legislation will ultimately benefit the local community for each property.

Byrd Barr Place has historically served the local African American community, other communities of color, and low-income communities in the Central District. Transferring this property is a community priority and this transfer is aligned with City priorities such as

community wealth building and community ownership. Overall, the MOB property transfer process is rooted in the Race and Social Justice Initiative's goals.

No language access plan was prepared as much of the outreach for the disposition of this property pre-dates the 2017 Executive Order implementing the requirements for a language access plan.

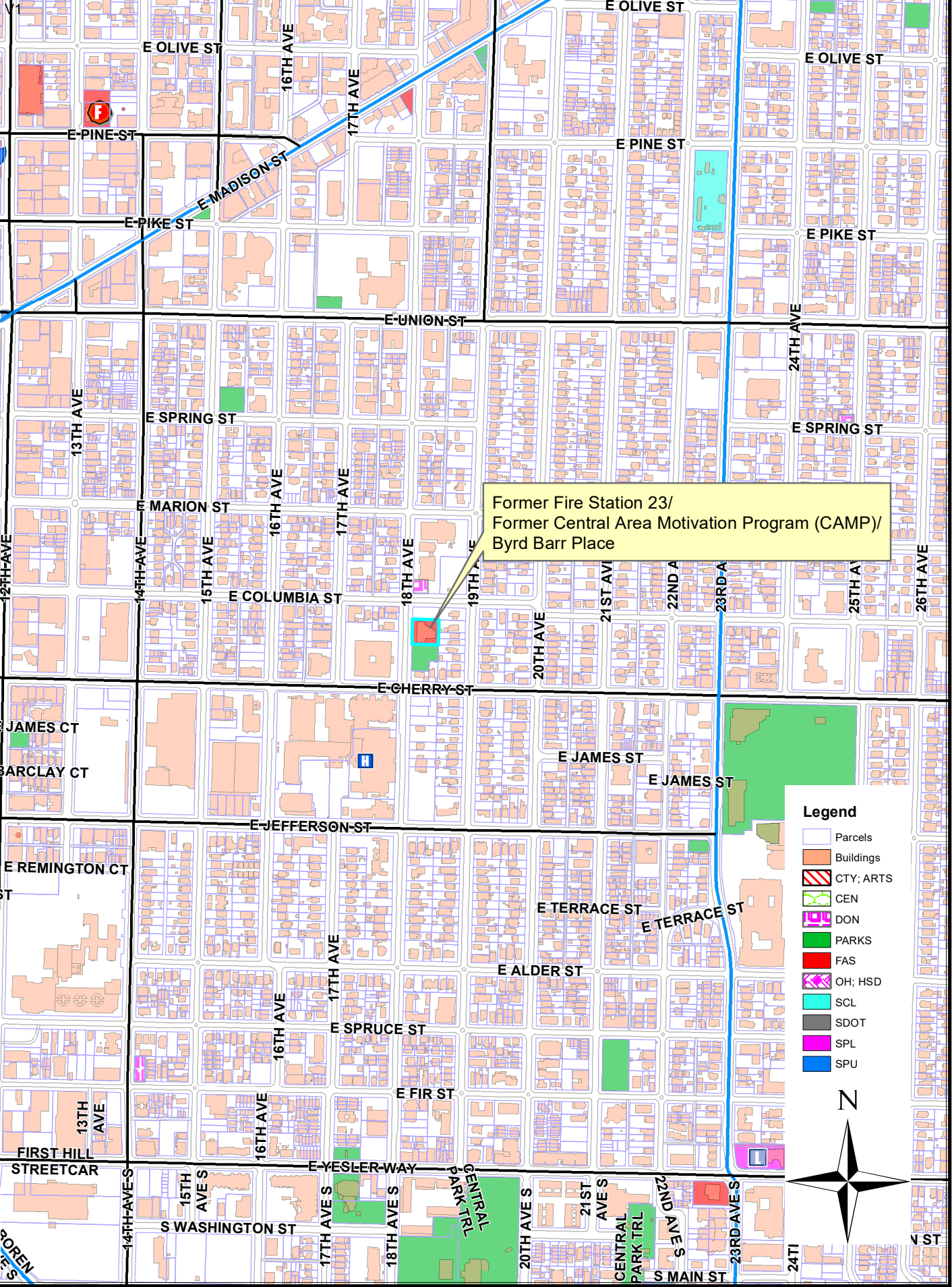
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

Not a new initiative. City Council Resolution # 31856 for Mutual and Offsetting Benefit Properties dates from November 2018.

**List attachments/exhibits below:**

Summary Attachment A – Property Map for Former Fire Station 23





Former Fire Station 23/  
Former Central Area Motivation Program (CAMP)/  
Byrd Barr Place

- Legend**
- Parcels
  - Buildings
  - CTY; ARTS
  - CEN
  - DON
  - PARKS
  - FAS
  - OH; HSD
  - SCL
  - SDOT
  - SPL
  - SPU



0 250 500 1,000 Feet

# Former Fire Station 23 - CAMP - Byrd Barr Place



## Legislation Text

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**File #:** CB 119887, **Version:** 2

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to community involvement in the oversight of the Equitable Development Initiative; establishing a permanent Equitable Development Initiative Advisory Board; and adding new Sections 3.14.994, 3.14.995, 3.14.996, 3.14.997, and 3.14.998 to the Seattle Municipal Code.

WHEREAS, the Equitable Development Implementation Plan seeks to create the structures and expertise

needed to create a racially and socially equitable Seattle; and

WHEREAS, the creation of the Equitable Development Initiative was rooted in the collaborative activism of

community members seeking to develop new structures of partnership with the City; and

WHEREAS, the Equitable Development Initiative seeks to directly repair the harms caused by Seattle's history

of racial exclusion and disenfranchisement; and

WHEREAS, political and civic disenfranchisement has been at the core of perpetuating disparate outcomes and

displacement for Black, Indigenous, and other communities of color, immigrant communities, LGBTQ

communities, and people with disabilities; and

WHEREAS, successful implementation of race and social equity strategies requires building structures of

accountability that serve to further the empowerment of those historically marginalized from

institutional power; and

WHEREAS, the City acknowledges that developing in-depth knowledge about the needs of the City's

historically marginalized communities requires time, talent, and expertise to develop. Further, that

persistent barriers exist for people from marginalized communities who have developed this expertise to

be able to engage with City processes; and

WHEREAS, in 2004, the City of Seattle launched the Race and Social Justice Initiative (RSJI), led by the Office for Civil Rights, with the vision of achieving racial equity in the community and the mission of ending institutional and structural racism in City government and partnering with the community to achieve racial equity across Seattle; and

WHEREAS, the City works to create racial equity by explicitly naming and addressing the historic and current impacts of institutional and structural racism in our policies, procedures, programming, initiatives, and budgetary decisions; and

WHEREAS, the Equitable Development Initiative, led by Office of Planning and Community Development (OPCD) and the Office for Civil Rights (OCR), provides oversight and an equity framework for the Comprehensive Plan and strategies to mitigate displacement throughout City government; and

WHEREAS, Resolution 31577, adopted in May 2015, affirmed that the City's core value of racial and social equity is one of the foundations on which the Comprehensive Plan is built; and

WHEREAS, Resolution 31711, adopted in September 2016, adopted the Equitable Development Implementation Plan and Equitable Development Financial Investment Strategy; and

WHEREAS, Ordinance 125173, passed in October 2016, amended the Comprehensive Plan to increase its emphasis on race and social equity; and

WHEREAS, Ordinance 125473, passed in November 2017, requested that the Office of Planning and Community Development (OPCD) present to the City a resolution creating a community advisory board; and

WHEREAS, Executive Order 2017-13: Race and Social Justice Initiative, states that The City of Seattle shall apply a racial equity lens in its work; NOW, THEREFORE,

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

Section 1. New Sections 3.14.994, 3.14.995, 3.14.996, 3.14.997, and 3.14.998 of the Seattle Municipal Code are added to Subchapter X of Chapter 3.14 as follows:

### **3.14.994 Equitable Development Initiative Advisory Board established**

There is established the Equitable Development Initiative Advisory Board (“Board,” as used in this Subchapter X) to advise and provide recommendations to the City in connection with its equitable development strategies and goals; and to provide guidance and recommendations on the allocation of funds dedicated to reducing current and anticipated displacement pressures and restoring communities already affected by displacement in order to promote access to opportunity for historically marginalized communities, including people of color, immigrant communities, LGBTQ communities, and people with disabilities within Seattle. Administrative support shall be provided to the Board by staff in the Office of Planning and Community Development.

### **3.14.995 Compensation**

The Director of the Office of Planning and Community Development is authorized to expend funds to compensate community members for expertise and participation on the Board. The compensation strategy should take into account the need to reduce barriers for participation for low-income communities and the value provided by Board expertise. The compensation shall be based on compensation rates commensurate with other City reimbursement processes.

### **3.14.996 Appointment and removal process**

A. The Board will consist of 13 members, appointed to positions numbered 1 through 13. Members in positions 1 through 3 shall be appointed by the Mayor, members in positions 4 through 6 shall be appointed by the City Council, and members in positions 7 through 13 shall be appointed by the Board (except that initial members in positions 9, 12, and 13 shall be appointed by the Equitable Development Initiative’s Interim Advisory Board). All members not appointed by the City Council shall be subject to confirmation by the City Council. Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative’s Interim Advisory Board as of the effective date of this ordinance.

B. The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year; the initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years; all subsequent terms shall be for three years. With the exception of

initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms; for the purpose of calculating consecutive terms, serving at least 18 months of a term counts as serving a term. Initial positions 3, 6, 9, 12, and 13 shall serve no more than one additional term. A member whose term is ending shall continue on an interim basis as a member with voting rights until such time as a successor for that position has been appointed by the appointing authority and confirmed by the City Council.

C. Board members may be removed by a two-thirds vote of the Board.

### **3.14.997 Membership criteria**

A. Each member shall: represent a geographic location among high risk displacement and low access to opportunity areas as defined by the City's Equity Analysis and Displacement Risk Index; represent geographic neighborhoods that have already experienced significant displacement and histories of discriminatory policies or practices; and/or have lived experience with involuntary displacement from Seattle; and have lived experience being targeted by racially discriminatory policies and practices. Priority shall be given to potential members who can demonstrate that their name is being forwarded as the result of a community-based selection process and/or belong to organizations based in and accountable to impacted communities in historically displaced, disinvested neighborhoods, and/or current high-risk displacement areas.

B. The Board should include members who:

1. Have a connection to Seattle and Puget Sound's Indigenous communities;
2. Have a connection to Seattle and Puget Sound's Black and other communities of color;
3. Have a relationship within LGBTQ communities, particularly those communities that encounter intersectional oppressions;
4. Demonstrate knowledge of barriers to opportunity for people living with disabilities;
5. Commit to the principles of equity and social justice articulated in the Equitable Development Implementation Plan as well as commit to evaluate and make potential decisions through an equity and social justice lens;

6. Have broad perspectives on community development (e.g. Arts and Culture, Food Sovereignty, Affordable Housing, Social Services, Economic Development);
7. Have previous or current participation in the Race and Social Equity Taskforce; or
8. Have a track record of organizing and collaboration within and among communities of color, particularly those that have experienced specific historical discrimination within Seattle.

### **3.14.998 Board duties**

The Board shall have the following duties:

- A. Elevate the voices and needs of communities that have historically been marginalized within the City's political process;
- B. Serve on a subcommittee to advise and assist the City in connection with the development and implementation of equitable development strategies and policies;
- C. Develop funding criteria and create recommendations for the allocation of funds from the Equitable Development Initiative Fund;
- D. Review annual equitable development monitoring plans;
- E. By March 31 of each year, submit a written report to the Director of the Office of Planning and Community Development and the Seattle City Council on the Board's priorities for the Equitable Development Initiative Fund;
- F. Develop equitable development and anti-racist policies and practices to better help the City eliminate institutional and systemic racism;
- G. Convene stakeholders to build knowledge of and capacity around equitable development goals;
- H. Comply with the requirements of Section 4.16.070;
- I. Make appointment recommendations and evaluate letters of interest of individuals wishing to serve on the board to determine whether they meet the membership criteria; and
- J. Meet on a monthly basis.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>    |
|--------------------|-----------------------------|------------------------------|
| OPCD               | Ubox Gardheere/206-256-5145 | Christie Parker/206-684-5211 |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to community involvement in the oversight of the Equitable Development Initiative; establishing a permanent Equitable Development Initiative Advisory Board; and adding new Sections 3.14.994, 3.14.995 and 3.14.996, 3.14.997, and 3.14.998 to the Seattle Municipal Code.

**Summary and background of the Legislation:** The proposed legislation implements the directive from Council via Ordinance 125473 asking OPCD to recommend a permanent structure for the Equitable Development Initiative's Advisory Board. The legislation creates a permanent Board with 13 members; of these, 8 are selected by the Mayor and confirmed by the City Council, and 5 are nominated by the Board and Mayor and appointed by the City Council. Board members may be removed by a two-thirds vote of the Board. The legislation further authorizes OPCD to compensate board members through funds available within the OPCD budget to further participation from low-income community members.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes X No

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

Yes, the proposed ordinance directs OPCD to create a compensation structure for the board to accomplish the goals of creating more equitable access to City institutions. OPCD has indicated the ability to absorb this cost through the consulting dollars allocated to the EDI, which would not require expenditures beyond historical levels for the program.

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

The EDI leverages significant expertise and relationships through the Advisory Board. These relationships help both OPCD and other departments implement outreach objectives, for example convening stakeholders in Opportunity Zone neighborhoods. Without the Advisory Board, the City may incur additional outreach expenses to regain access to the social networks.



#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
Yes, the legislation creates a resource for all the departments participating in the Equitable Development Initiative (DON, OH, OED, ARTS, OCR). This resource has been used to support City priorities such as Opportunity Zones, Community Preference in Housing, Equitable Development Monitoring Indicators, and other city initiatives.
- b. **Is a public hearing required for this legislation?**  
No
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- e. **Does this legislation affect a piece of property?**  
No
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
Yes, the legislation is specifically intended to advance the City's RSJI goals. The legislation has been specifically requested by organizations representing communities of color and includes language requiring Board members to be drawn from communities most impacted by displacement and systemic racism. The Board's duties include elevating the voices and needs of historically marginalized communities.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**  
Not applicable. The legislation further implements the existing Equitable Development Initiative.

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Appt 01615, **Version:** 1

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Appointment of DeAunte Damper as member, Seattle LGBTQ Commission, for a term to April 30, 2021.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|   |  |  |
|---|--|--|
| <b>Appointee Name:</b><br><i>DeAunte Damper</i>   |  |  |
| <b>Board/Commission Name:</b><br><i>Seattle LGBTQ Commission</i>  |  | <b>Position Title:</b><br><i>Commission Member</i>   |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |  | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| <b>Appointing Authority:</b><br><input checked="" type="checkbox"/> Council<br><input type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Date Appointed:</b><br><i>mm/dd/yy.</i>   | <b>Term of Position: *</b><br><i>5/1/2019</i><br><b>to</b><br><i>4/30/2021</i><br><input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Beacon Hill</i>  | <b>Zip Code:</b><br><i>98108</i>   | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br><i>Damper, a Seattle native has focused his work on bringing HIV/ AIDS awareness and LGBTQ-affirming education to marginalized communities throughout the City of Seattle. This started with working for POCAAN as a Peer Navigator for the Department of Health. In April 2019, Damper made History as the NAACP'S first LGBTQIA Chair, the first in 110 years of the organization. In October 2019, Damper began as a Transitional Specialist for the Washington State Department of Corrections. And as of November 2019, he has been at Rainer Beach High School as a Black Student Union Advisor and has started a support group for young men of color, B.R.O.T.H.A (Blacks Recovering Overcoming Trauma Health and Awareness).</i> |  |  |
| <b>Authorizing Signature (original signature):</b>  | <b>Appointing Signatory:</b><br><i>Councilmember Tammy Morales</i><br><i>Seattle City Council, on behalf of the commission</i> |  |

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

## **DeAunte' Damper**

Rainier Beach High School in  
2004.

### **Professional History**

POCAAN April 2018-

Currently serves as a POCAAN Peer Navigation – Nonprofit established in 1987 which focuses on HIV/AIDS prevention and serves marginalized communities in Seattle Jail Advocacy Doc and King County for LGBTQ Men of Color Black Lives Matter at SPS, where he promoted HIV Awareness and LGBTQ Affirming Advocate and partner with Seattle Police Department providing education on racial justice and mental health Homeless Ministry Coordinator for New Hope Baptist Church Youth Advocate for Restore Patriated in the Ryan White Conference, Assisted in developing Seattle 1st Gay Black Pride Community Involvement

Homeless Ministry Coordinator for New Hope Baptist Church January 2018

Stabilizing Homeless Felons of Color with Chemical Dependency and Mental Health Challenges Counseling and mediation to bridge the gap between LGBTQ kids and hetero parents Public Speaker and involved human rights campaigns

Participant in the KOMO HIV Cure Assisted in developing Seattle 1st Gay Black Pride Housed over 102 POC To fight gentrification Created Sex Positive Workshops

Educator and Speaker, traveling to local high schools to speak about HIV

Awareness Co-hosted the Seattle Queer Film Festival Member of AMP Videos of

People who've lived through the HIV Epidemic Hosted AMC Events to promote

Black Businesses Advocate for Breast Cancer Awareness – Sierra Sisters, Fred Hutchinson

NAACP LGBTQ CHAIR ( FIRST IN THE COUNTRY) April 2019

ITS Evolving Relations with LGBTQ COMMUNITY and communities of color

Counseling and mediation to bridge the gap between LGBTQ kids and hetero parents Public Speaker and involved human rights campaigns

Working with Northwest African American Museum for 3 workshops for the community

# Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

## March 2020

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

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

Roster:

| *D | **G | RD | Position No. | Position Title | Name               | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|----------------|--------------------|-----------------|---------------|--------|--------------|
|    |     |    | 1.           | Member         | Juan C. Rodriguez  | 5/1/19          | 4/30/21       | 1      | City Council |
|    |     |    | 2.           | Member         | VACANT             | 5/1/19          | 4/30/21       | 1      | Mayor        |
|    |     |    | 3.           | Member         | Byram Simpson      | 5/1/19          | 4/30/21       | 2      | City Council |
|    |     |    | 4.           | Member         | Latosha Correll    | 5/1/19          | 4/30/21       | 2      | Mayor        |
|    |     |    | 5.           | Member         | DeAunte Damper     | 5/1/19          | 4/30/21       | 1      | City Council |
|    |     |    | 6.           | Member         | Manuel Venegas     | 11/1/17         | 10/31/19      | 3      | Mayor        |
|    |     |    | 7.           | Member         | Kari Lerum         | 11/1/19         | 10/31/21      | 2      | Commission   |
|    |     |    | 8.           | Member         | VACANT             | 11/1/19         | 10/31/21      | 1      | Mayor        |
|    |     |    | 9.           | Member         | Wayne A. Rocque    | 5/1/18          | 4/30/20       | 1      | City Council |
|    |     |    | 10.          | Member         | VACANT             | 5/1/18          | 4/30/20       | 1      | Mayor        |
|    |     |    | 11.          | Member         | Joseph Suttner     | 5/1/18          | 4/30/20       | 1      | City Council |
|    |     |    | 12.          | Member         | VACANT             | 5/1/18          | 4/30/20       | 1      | Mayor        |
|    |     |    | 13.          | Member         | Michael B. Garrett | 11/1/18         | 10/31/20      | 1      | City Council |
|    |     |    | 14.          | Member         | VACANT             | 11/1/18         | 10/31/20      | 1      | Mayor        |
|    |     |    | 15.          | Member         | Deepa Sivarajan    | 11/1/19         | 10/31/21      | 2      | City Council |
|    |     |    | 16.          | Get Engaged    | Nathaniel Higby    | 9/1/19          | 8/31/20       | 1      | Mayor        |
|    |     |    | 17.          | Member         | Annabelle Backman  | 5/1/18          | 4/30/20       | 1      | City Council |
|    |     |    | 18.          | Member         | Christopher Brown  | 11/1/17         | 10/31/19      | 1      | Mayor        |
|    |     |    | 19.          | Member         | Victor Loo         | 11/1/19         | 10/31/21      | 1      | Commission   |
|    |     |    | 20.          | Member         | Sabel Roizen       | 5/1/18          | 4/30/20       | 1      | Commission   |
|    |     |    | 21.          | Member         | Jessi Murray       | 5/1/18          | 4/30/20       | 1      | Commission   |

### SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01616, **Version:** 1

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Appointment of Kaitlin Skilton as member, Seattle Commission for People with Disabilities, for a term to October 31, 2020.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|   |  |   |
|---|--|---|
| <b>Appointee Name:</b><br><i>Kaitlin Skilton</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Seattle Commission for People with Disabilities</i>   |  | <b>Position Title:</b><br><i>Commission Member</i>  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |  | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input type="checkbox"/> Mayor<br><input checked="" type="checkbox"/> Other: <i>Commissions</i>   | <b>Date Appointed:</b><br><i>mm/dd/yy.</i> | <b>Term of Position: *</b><br><i>11/1/2018</i><br><b>to</b><br><i>10/31/2020</i><br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Delridge</i>   | <b>Zip Code:</b><br><i>98106</i>           | <b>Contact Phone No.:</b>   |
| <b>Background:</b><br><i>Kaitlin Skilton was born with Spina bifida myelomeningocele as well as other underlined Disabilities. Her current job is with the Seattle Youth Employment Program and is a freelance photographer. She was recently crowned the current titleholder for Ms. Wheelchair Washington-America and has worked with RAW Artists Seattle in numerous showcases. She is hopeful in extending her title and looks forward to working with the commission by establishing a relationship and invites opportunity for collaboration.</i> |  |   |
| <b>Authorizing Signature (original signature):</b>  |  | <b>Appointing Signatory:</b><br><i>Councilmember Tammy Morales</i><br><i>Seattle City Council</i>   |

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

## **Kaitlin Skilton**

### **Education:**

Careerlink High School  
Seattle, WA 98106

South Seattle College  
Seattle, WA 98106

### **Work Experience:**

In Home Nanny  
Cindy Sandino chang

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

### **Volunteer experience:**

Volunteer Teaching Assistant  
Bayview Learning Center

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

### **Activities:**

Seattle adaptive sports  
Office mom's and dad's



# Seattle Commission for People with Disabilities

## February 2020

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

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

### Roster:

| *D | **G | RD | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
|    |     |    | 1.           | Member         | VACANT                | 5/01/19         | 4/30/21       | 1      | Mayor        |
|    |     |    | 2.           | Member         | VACANT                | 5/01/19         | 4/30/21       | 1      | City Council |
| 6  | M   | 7  | 3.           | Member         | Eric L. Scheir        | 5/01/17         | 4/30/19       | 1      | Mayor        |
| 6  | M   | 6  | 4.           | Member         | Jayson Morris         | 5/01/19         | 4/30/21       | 2      | City Council |
|    |     |    | 5.           | Member         | VACANT                | 11/1/19         | 10/31/21      | 1      | Mayor        |
|    |     |    | 6.           | Member         | VACANT                | 11/1/19         | 10/31/21      | 1      | City Council |
| 2  | NB  | 5  | 7.           | Member         | ChrisTiana ObeySumner | 11/1/17         | 10/31/19      | 2      | Mayor        |
|    |     |    | 8.           | Member         | VACANT                | 11/1/19         | 10/31/21      | 1      | Commission   |
| 4  | F   |    | 9.           | Member         | Kristina Sawyckyj     | 5/01/18         | 4/30/20       | 1      | City Council |
| 2  | F   | 3  | 10.          | Member         | Anquida Adams         | 5/01/18         | 4/30/20       | 1      | Mayor        |
| 6  | F   | 7  | 11.          | Member         | Jessica Williams-Hall | 5/01/18         | 4/30/20       | 1      | City Council |
|    |     |    | 12.          | Member         | VACANT                | 5/01/18         | 4/30/20       | 1      | Mayor        |
|    |     |    | 13.          | Member         | VACANT                | 11/1/18         | 10/31/20      | 1      | City Council |
|    |     |    | 14.          | Member         | VACANT                | 11/1/18         | 10/31/20      | 1      | Mayor        |
|    |     |    | 15.          | Member         | VACANT                | 11/1/18         | 10/31/20      | 1      | City Council |
| 9  | F   | 3  | 16.          | Get Engaged    | Hannah Wilson         | 9/1/19          | 8/31/20       | 1      | Mayor        |
|    |     |    | 17.          | Member         | VACANT                | 5/01/18         | 4/30/20       | 1      | City Council |
|    |     |    | 18.          | Member         | VACANT                | 11/1/18         | 10/31/20      | 1      | Mayor        |
| 1  | M   | 2  | 19.          | Member         | Daniel Kogita         | 5/01/18         | 4/30/20       | 1      | Commission   |
|    |     | 1  | 20.          | Member         | Kaitlin Skilton       | 11/1/18         | 10/31/20      | 1      | Commission   |
|    |     |    | 21.          | Member         | VACANT                | 5/01/18         | 4/30/20       | 1      | Commission   |

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

### Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01621, **Version:** 1

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Appointment of Holly Morris Jacobson as member, Seattle Arts Commission, for a term to December 31, 2021.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |   |  |
|---|---|--|
| <b>Appointee Name:</b><br><i>Holly Jacobson</i>   |   | FILED<br>CITY OF SEATTLE<br>20 JAN - 7 PM 3:33<br>CITY CLERK   |
| <b>Board/Commission Name:</b><br><i>Seattle Arts Commission</i>   | <b>Position Title:</b><br><i>Member</i>   |  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |   |  |
| <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |   |  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Date Appointed:</b><br><i>1/1/2020</i> | <b>Term of Position: *</b><br><i>1/1/2020</i><br><b>to</b><br><i>12/31/2021</i><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Central Seattle</i>  | <b>Zip Code:</b><br><i>98144</i>          | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br>With a background in non-profit management, strategic planning and communications, Holly's professional background spans both for- and non-profit institutions. She has created strategic marketing and product solutions for Microsoft, The City of Seattle, The Seattle International Film Festival and other entertainment and education institutions. A passionate advocate for social justice, in 2003, Holly founded Voter Action, a national non-profit organization with the aim to secure accurate election systems. Voter Action led a national effort to develop reliable and fair voting practices which helped improve access and standards across the country. Having studied film at San Francisco State University, she has worked as a director in both documentary and commercial filmmaking. Since 2013, Holly has been the Executive Director of Path with Art, an organization on the forefront of connecting the arts to low income adults living in or recovering from trauma. She has been engaged with the steering committee of With One Voice, an organization supporting International Arts and Homelessness organizations and practitioners based in the United Kingdom. She has lived experience of homelessness. |   |  |
| <b>Authorizing Signature (original signature):</b><br>  |   | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle  |

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

# Holly Morris Jacobson

## Personal Statement

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The arts, and artists, are the first responders in times of social crisis. The arts reflect, provoke, question, and connect human beings and the human experience. For a just society to exist, we must ensure access to the arts are available, representative, and part of the thread that binds the fabric of our society together.

## Bio

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With a background in non-profit management, strategic planning and communications, Holly's professional background spans both for- and non-profit institutions. She has created strategic marketing and product solutions for Microsoft, The City of Seattle, The Seattle International Film Festival and other entertainment and education institutions. A passionate advocate for social justice, in 2003, Holly founded Voter Action, a national non-profit organization with the aim to secure accurate election systems. Voter Action led a national effort to develop reliable and fair voting practices which helped improve access and standards across the country. Having studied film at San Francisco State University, she has worked as a director in both documentary and commercial filmmaking. Since 2013, Holly has been the Executive Director of Path with Art, an organization on the forefront of connecting the arts to low income adults living in or recovering from trauma. She has been engaged with the steering committee of With One Voice, an organization supporting International Arts and Homelessness organizations and practitioners based in the United Kingdom. She has lived experience of homelessness.

## Professional Experience

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### Executive Director Path with Art Seattle

2013 – present

Since 2008, Path with Art has been at the forefront of a growing international movement that utilizes the power of art as a means to bring dignity, awareness, and healing to the complexities of the issues surrounding homelessness, and recovery from trauma. Holly joined Path with Art as executive Director in 2013 in order to help steer its next phase of growth, helping to increase the organization's community impact.

Under Holly's leadership, Path with Art:

- embarked on a strategic assessment and adapted a five-year strategic plan which has been used as a model in the Arts Leadership programs at Seattle University
- quadrupled the number of individual participants served
- created a student-artist directed model of programming
- launched Community Connections, a program that provides an avenue for disparate individuals in our community to make and experience art together as a means to connect through the human lens of art versus circumstances
- increased organizational visibility
- grew annual revenue and budget from \$230K - \$1.3mm
- increased organizational profile through exhibitions and showcases at the Seattle Art Museum, the Washington State Convention Center, The Seattle Symphony, The Gates Discovery Center, and collaborations with the artist Trimpin and the Pearl Jam Home Shows
- is a recognized leader in an emerging international Arts and Homelessness movement



**Co- Director  
Voter Action  
United States**

**2003 – 2010**

Voter Action led national election reform efforts in seven states through legal challenges of the reliability of electronic voting systems and efforts to ensure that all eligible citizens were able to vote fairly, and with confidence. Through the recruitment and support of highly regarded legal firms in Arizona, California, Colorado, Florida, New Mexico, Ohio, and Pennsylvania, Voter Action helped enable change to state election law and voting systems and set federal precedence to ensure citizens of those states had fair and equal access to have their vote reliably counted. Voter Action led public awareness efforts through media, including USA Today, Washington Post, CNN, the Associated Press, and various regional media outlets.

In 2006, Voter Action partnered with CNN, the University of Pennsylvania, the Advancement Project, and the League of Women Voters to provide a national election hotline which was able to real-time catalog and respond to problems on election day.

**Strategic Marketing and Program Management**

**1997 – 2003**

**Morris + Jacobson**

**Seattle**

- Project Management
- Strategic planning
- Branding and Marketing

Clients: Microsoft, APEX Online Learning, Sierra Online, First Financial Network

**Filmmaker and creative producer**

**1992 – 1998**

**Freelance, Independent**

**Seattle, New Mexico**

Director, Writer, Editor

Commercial clients include: Microsoft, Seattle International Film Festival, Magic Hour Films, The Summit @ Snoqualmie

**President**

**1993 – 1997**

**XSI Communications**

**Seattle**

Managed business development and acted as chief idea officer for small, integrated communications company.

Clients: Microsoft Arts & Entertainment, Microsoft MSN, City of Seattle

**Recent speaking engagements:**

King County Domestic Violence Symposium, Seattle University Law School, 2019  
 Arts for Social Change, International Delegation, US Dept. of State and the World Affairs Council, 2019  
 Arts Leadership Conference, Seattle University, 2019  
 With One Voice Conference, Manchester, UK, 2018  
 With One Voice Arts & Homelessness Conference, Montreal, Canada, 2018  
 Boston Foundation's Fay Slover Fund, Boston, 2017  
 Seattle Symphony, "We Are All Here" collaboration, 2017  
 Olson Kundig Architects, Seattle, WA, 2017  
 Arts Leadership Forum, Seattle University, Seattle, WA, 2017  
 Housing Development Consortium, Seattle, WA 2016  
 Creating Change: Panel presentation and choir performance at Seattle Library, 2016

**Recent media appearances:**

|             |   |
|-------------|---|
| June 2019   | King 5 Evening News Segment, " <a href="#">Giving voice to the homeless at Seattle Art Museum</a> " |
| August 2018 | King 5 News, " <a href="#">Local artists partner with Pearl Jam</a> "                               |
| August 2018 | KEXP, " <a href="#">Local Organization Spotlight: Path with Art</a> "                               |
| April 2018  | New Day Northwest, " <a href="#">The healing power of creative expression</a> "                     |

## Seattle Arts Commission Roster

**16** Members: Pursuant to *ordinance 121006*, **all** members subject to City Council confirmation, **2**-year terms:

- **7** City Council-appointed
- **7** Mayor-appointed
- **1** Commission-appointed
- **1** Get-Engaged

### Roster:

| *D | **G | RD | Position No. | Position Title | Name                 | Term Begin Date | Term End Date | Term #          | Appointed By |
|----|-----|----|--------------|----------------|----------------------|-----------------|---------------|-----------------|--------------|
| 2  | M   | 1  | 1.           | At-Large       | Yeggy Michael        | 01/01/20        | 12/31/21      | 1 <sup>st</sup> | City Council |
| 2  | M   | 3  | 2.           | At-Large       | Quinton Morris       | 01/01/19        | 12/31/20      | 2 <sup>nd</sup> | City Council |
| 1  | F   | 2  | 3.           | At-Large       | Priya Frank          | 01/01/19        | 12/31/20      | 2 <sup>nd</sup> | City Council |
| 1  | F   | 2  | 4.           | At-Large       | Cassie Chinn         | 01/01/20        | 12/31/21      | 3 <sup>rd</sup> | City Council |
| 2  | F   | 1  | 5.           | At-Large       | Dawn Chirwa          | 01/01/20        | 12/31/21      | 3 <sup>rd</sup> | City Council |
|    | F   | 3  | 6.           | At-Large       | Chieko Phillips      | 01/01/20        | 12/31/21      | 2 <sup>nd</sup> | City Council |
|    |     |    | 7.           | At-Large       |                      | 01/01/20        | 12/31/21      | 1 <sup>st</sup> | City Council |
| 6  | M   | 3  | 8.           | At-Large       | Steven Galatro       | 01/01/20        | 12/31/21      | 3 <sup>rd</sup> | Commission   |
| 6  | F   | 6  | 9.           | At-Large       | Sarah Wilke          | 01/01/19        | 12/31/20      | 2 <sup>nd</sup> | Mayor        |
| 2  | F   | 1  | 10.          | At-Large       | Jescelle Major       | 01/01/19        | 12/31/20      | 2 <sup>nd</sup> | Mayor        |
| 6  | F   | 3  | 11.          | At-Large       | Kayla DeMonte        | 01/01/20        | 12/31/21      | 1 <sup>st</sup> | Mayor        |
| 2  | M   | 1  | 12.          | At-Large       | James Miles          | 01/01/19        | 12/31/20      | 1 <sup>st</sup> | Mayor        |
| 6  | F   | 2  | 13.          | At-Large       | Holly Jacobson       | 01/01/20        | 12/31/21      | 1 <sup>st</sup> | Mayor        |
| 9  | F   | 3  | 14.          | At-Large       | Mikhael Mei Williams | 01/01/19        | 12/31/20      | 1 <sup>st</sup> | Mayor        |
| 4  | F   | 3  | 15.          | At-Large       | Tracy Rector         | 01/01/17        | 12/31/18      | 3 <sup>rd</sup> | Mayor        |
| 8  | F   | 7  | 16.          | Get-Engaged    | Sheila Ghaibi        | 09/01/19        | 8/31/20       | One             | Mayor        |

### SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |                   | (1)   | (2)                               | (3)                 | (4)                                     | (5)                                  | (6)                                | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|-------------------|-------|-----------------------------------|---------------------|---|--------------------------------------|------------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Other/<br>Unknown | Asian | Black/<br>African<br>America<br>n | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other<br>(Specification<br>Optional) | Caucasia<br>n/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 2   | 6     |             |                   |       | 2                                 |                     | 1                                       |                                      | 4                                  |                     | 1                 | 1           |
| Council                         | 2   | 4     |             | 1                 | 2     | 3                                 |                     |   |                                      |                                    |                     |                   |             |
| Other                           | 1   |       |             |                   |       |                                   |                     |   |                                      |                                    |                     |                   |             |
| Total                           | 5   | 10    |             | 1                 | 2     | 5                                 |                     | 1                                       |                                      | 4                                  |                     | 1                 | 1           |

### Key:

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

**\*\*G** List *gender*, **M** = Male, **F**= Female, **T**= Transgender, **U**= Unknown, **O**= Other

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01622, **Version:** 1

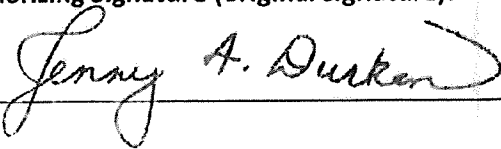
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Appointment of Paula Olivia Nava Madrigal as member, Seattle Music Commission, for a term to August 31, 2021.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|  |  |   |
|--|--|---|
| <b>Appointee Name:</b><br><i>Paula Olivia Nava Madrigal</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Seattle Music Commission</i>   |  | <b>Position Title:</b><br><i>Member</i>   |
| <input checked="" type="checkbox"/> Appointment <i>OR</i> <input type="checkbox"/> Reappointment   |  | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Date Appointed:</b><br><i>1/29/2020</i> | <b>Term of Position: *</b><br><i>9/1/2018</i><br><b>to</b><br><i>8/31/2021</i><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Ballard</i>   | <b>Zip Code:</b><br><i>98117</i>           | <b>Contact Phone No.:</b><br><div style="background-color: black; width: 100px; height: 1.2em;"></div>  |
| <b>Background:</b><br>Paula Nava Madrigal is a professional cellist and one of a small percentage of female conductors in the United States. In addition to conducting orchestras, she teaches classical music to immigrant youth, providing free lessons and instruments. Paula has long been committed to social justice and inclusion in music education. It is her deep belief that all children deserve to receive musical education, no matter their social, racial or economic situation. Originally from Mexico, Paula studied cello and conducting at the Universidad Autónoma de Guadalajara. She developed her career as a musician while also conducting orchestras and teaching students from different social classes and economic situations. |  |   |
| <b>Authorizing Signature (original signature):</b><br>  |  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor, City of Seattle</i>   |

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



## RESUME



**Name: Paula Olivia Nava Madrigal, Conductor**

**Instrument: Violoncello**



<http://www.ballardcivicorchestra.org/> / <http://www.youngstringsprojectoutreach.com/>

<https://www.cascadeconducting.com/>

### UNIVERSITY EDUCATION

-2015 Opera Lecture Series with Speight Jenkins, General Director of Seattle Opera, Emeritus, University of Washington, U.S

2013 Master of Education, Guadalajara Autonomous University. Mexico

- 2011 Postgraduate Work, "Educational Models in Spain and Europe." Nebrija University, Madrid, Spain

- 2010 Bachelor of Music with concentration in Violoncello. Recognized as "Outstanding Student" by the Department of Music, Guadalajara University. Mexico

- 2007 Bachelor of Education with specialization in Educational Psychology, "Escuela Normal Superior de Jalisco", Mexico

## CONDUCTING EDUCATION

- 2018 New England Conservatory, Conducting Simposio
- 2018 Cascade Conducting Workshop at Pacific Lutheran University, Maestra Sarah Ioannides. Tacoma, Washington, US
- 2017 International Conductors Institute Vienna, Maestro Jorg Birhance and the Zacatecas Chamber Orchestra. Mexico
- 2016 Medomak Retreat, Maestro Kenneth Kiesler, U.S
- 2015 National Conducting Workshop, Maestros Kenneth Kiesler and Alondra de la Parra. Mexico
- 2014 and 2015 International Conducting Institute, Maestros Kirk Trevor and Diane Wittry, New York, U.S
- 2014 University of Oregon Orchestral Conducting Institute, Maestros Neil Varon and Dr. David Jacobs, U.S
- 2013 Certificate of Conducting, Mexico Department of Culture, Maestro Angel Luis Perez Garrido (Eurochestries) CONACULTA
- 2013 National Course for Conducting, Maestro Fernando Ávila Navarro, Xalapa, Veracruz, México
- 2011-2013 Conducting Workshops, Maestro Gamaliel Cano, Guadalajara Autonomous University, Mexico
- 2012 National Training Workshop for Conductors of Youth Orchestras, modules I, II and III, Maestro Guillermo Salvador, CONACULTA, México
- 2012 Youth Choral Workshop, Maestra Sanna Valvanne, University Panamericana, 8th International Festival Cedros-UP, Mexico
- 2010-2012 Methodology Workshops in oboe, woodwinds, brass, strings, and percussions, CONACULTA, México

- 2010 and 2012 Workshops for Youth Orchestras, Maestra Susan Siman (El Sistema, Venezuela) University Panamericana, 7th and 8th International Festival Cedros-UP, Mexico

## CONDUCTING EXPERIENCE

- 2018 Conductor, Chinook Double Wind Quintet, Seattle, WA, US
- 2016 -2018 Music Director and Conductor, Ballard Civic Orchestra. Seattle, WA U.S
- 2014- 2018 Music Director and Conductor, Seattle World Youth Orchestra, U.S
- 2013 Carlos Chávez Orchestra, Mexico City
- 2010-2013 Music Director and Conductor, Youth Orchestra and Pedro Bocotán Orchestra, Guadalajara Autonomous University, Mexico
- 2013 Regional Conference of Orchestras, Bands and Choirs. Youth of West Central Guanajuato, Mexico
- 2013 Chamber Orchestra of Xalapa, Mexico
- 2012 Orchestra Meritorious University of Puebla, Mexico
- 2012 Youth Orchestra of Los Cabos and Symphonic Band of La Paz, Baja California. Mexico
- 2011-2012 Metropolitan Orchestra, Jalisco, Mexico

## WORK EXPERIENCE

- 2018 Cascade Conducting Co-Founder
- 2014 2017 Young Strings Project Outreach, Non profit Organization. Artistic Director, WA, U.S
- 2014-2015 Seattle Music Partners, Teaching Artist, U.S

- 2013 Music Teacher, Camp Elevare.org, (non-profit association: seeking social integration through music, supporting the economically disadvantaged) Mexico

- 2010 - 2013 University Autonomous of Guadalajara, Member, Curriculum Committee and Professor, Education, Violoncello; and Conductor. Mexico

- 2008-2013 Cellist, Chamber Orchestra, "Blas Galindo," Maestro Guillermo Salvador, Mexico

- 2002-2013 Cellist, Chamber Orchestra of the Ministry of Education. Jalisco, Mexico

- 2001-2008. Cellist and Co-principal, Zapopan Symphony Orchestra. Mexico

2005 - 2007 Cellist, University of Guadalajara Theater Company. Mexico

- 2001-2002 Professor of Music and Conductor of Youth Choir, Urban Public Schools 234, Venustiano Llamas, Mexico

#### **Honors, Awards & Grants**

2016, 2017 & 2018 Neighborhood Matching Fund grants, Ballard Civic Orchestra

2016 & 2018 4Culture grants, City of Seattle and City of Bellevue, Ballard Civic Orchestra

2015-2018 Youth Arts grants, Office of Arts & Culture, World Youth Orchestra

2017 Seattle Latin Music Special Award (Univision), "Premio del Consejo Directivo "

2017 & 2014 Latino Community Fund of Seattle

2016, 2017 & 2018 D'Addario Foundation grants, World Youth Orchestra

2016 & 2017 Seattle Peoples Fund grants,

#### **Media**

Ballard Civic Orchestra Bibliography 2018 Seattle Weekly, Ballard Civic Orchestra Gives Seattle a Latinx Orchestral Voice

<http://www.seattleweekly.com/arts/ballard-civic-orchestra-gives-seattle-a-latinxorchestra-l-voice/>

2018 KSTX Texas Public Radio, FRONTERAS, Latina Conductor Strikes Chord,  
<http://tpr.org/term/paula-nava-madrigal> 2017 KCTS 9 Documentary, Finding Harmony:  
 Meet the Latina Conductor Breaking Barriers with Music

<https://kcts9.org/programs/borders-heritage/finding-harmony-meet-latinaconductor-breaking-boundaries-music> Professional Affiliations 2016-2018 National Association of  
 Latino Arts and Cultures 2017-18 Sigma Alpha Lota, International Classical Music  
 Fraternity

## VIDEOS

### 1. Conducting Compilation

<https://youtu.be/jrgVHmZJX9s>

### 2. Beethoven 5th Symphony I movement

<https://www.youtube.com/watch?v=BWMRjr3WYQo>

### 3. Brahms Symphony 4th IV movement

<https://www.youtube.com/watch?v=qzFPRkOMdO0>

### 4. Mozart

<https://youtu.be/XCdiAwu0P3g>

# Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

| *D | **G | RD  | Position No. | Position Title | Name                       | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|----------------------------|-----------------|---------------|--------|--------------|
| 6  | F   | 1   | 1.           | Commissioner   | Joleen Hughes              | 9/1/17          | 8/31/20       | 1      | Mayor        |
| 6  | F   | 5   | 2.           | Commissioner   | Sue Ennis                  | 9/1/17          | 8/31/20       | 1      | City Council |
|    |     |     | 3.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
| 2  | M   | n/a | 4.           | Commissioner   | Timothy Lennon             | 9/1/17          | 8/31/20       | 2      | City Council |
|    |     |     | 5.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
| 6  | M   | 4   | 6.           | Commissioner   | Ben Secord                 | 9/1/17          | 8/31/20       | 1      | City Council |
| 2  | M   | N/A | 7.           | Commissioner   | Terry D. Morgan            | 9/1/18          | 8/31/21       |        | Mayor        |
| 6  | M   | 3   | 8.           | Commissioner   | Jerry Everard              | 9/1/18          | 8/31/21       | 2      | City Council |
| 3  | F   | 6   | 9.           | Commissioner   | Paula Olivia Nava Madrigal | 9/1/18          | 8/31/21       |        | Mayor        |
| 2  | F   | 3   | 10.          | Commissioner   | Sharlese J. Metcalf        | 9/1/18          | 8/31/21       | 2      | City Council |
| 3  | F   | 6   | 11.          | Commissioner   | Judi Martinez              | 9/1/18          | 8/31/21       |        | Mayor        |
| 1  | F   | 2   | 12.          | Chair          | Reese Tanimura             | 9/1/18          | 8/31/21       | 2      | City Council |
| 2  | M   | 2   | 13.          | Commissioner   | Benjamin N. Hunter         | 9/1/18          | 8/31/21       | 2      | Mayor        |
| 1  | M   | 7   | 14.          | Commissioner   | Nate Omdal                 | 9/1/18          | 8/31/21       | 1      | City Council |
|    |     |     | 15.          | Commissioner   | vacant                     | 9/1/18          | 8/31/21       |        | Mayor        |
| 6  | F   | 2   | 16.          | Commissioner   | Melissa Darby              | 9/1/19          | 8/31/22       | 2      | City Council |
|    |     |     | 17.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | Mayor        |
| 1  | M   | 2   | 18.          | Commissioner   | Daniel D. Pak              | 9/1/19          | 8/31/22       | 2      | City Council |
|    |     |     | 19.          | Commissioner   |                            | 9/1/19          | 8/31/22       |        | Mayor        |
|    |     |     | 20.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | City Council |
|    |     |     | 21.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | Mayor        |

## SELF-IDENTIFIED DIVERSITY CHART

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

Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
  - \*\*G List *gender identity*, 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 voluntary.*



## Legislation Text

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**File #:** Appt 01623, **Version:** 1

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Appointment of Judi Rafaela Martinez as member, Seattle Music Commission, for a term to August 31, 2021.

The Appointment Packet is provided as an attachment.



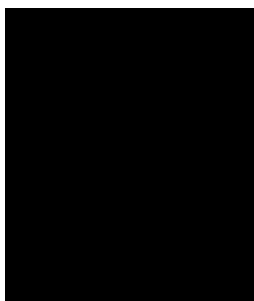
## City of Seattle Boards & Commissions Notice of Appointment

|   |  |   |
|---|--|---|
| <b>Appointee Name:</b><br><i>Judi Rafaela Martinez</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Seattle Music Commission</i>  |  | <b>Position Title:</b><br><i>Member</i>   |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   |  | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Date Appointed:</b><br><i>1/29/2020</i> | <b>Term of Position: *</b><br><i>9/1/2018</i><br><b>to</b><br><i>8/31/2021</i><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Ballard</i>  | <b>Zip Code:</b><br><i>98107</i>           | <b>Contact Phone No.:</b><br><div style="background-color: black; width: 100px; height: 1.2em;"></div>  |
| <b>Background:</b><br><p>Judi Martinez (a.k.a. Kitty Wu), is co-director of 206 Zulu, a non-profit organization that utilizes hip hop culture and arts as an outlet for community empowerment, education and social change.</p> <p>Established in 2004, 206 Zulu has produced many events, workshops, festivals, galleries, parades, youth programs, charity events and media programs throughout the Seattle/King County metropolitan area. In 2009, 206 Zulu became an anchor partner of the historic <u>Washington Hall</u>, a venue and community space that has been a hub for notable artists, musicians, activists and communities of color for 110 years, helping to manage the daily operations of the building, providing valuable space for events, programs, and community functions in the rapidly changing Central District.</p> <p>Kitty Wu has worked with notable local hip hop artists, including as manager of Khingz and in public relations for Shabazz Palaces. She is a co-producer of The Coolout Network, a music program that began airing on Seattle Public Access Television in 1991 to showcase Seattle's hip hop scene.</p> |  |   |
| <b>Authorizing Signature (original signature):</b><br>  |  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor, City of Seattle</i>   |

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



# Judi Rafaela Martinez



Allas: Kitty Wu

## Skills & Qualifications

Versatile, highly successful marketing and promotions administrator with broad experience in music & arts administration as well as project management. Personable and enthusiastic community leader with strong work ethic, adept at working with diverse communities. Successful collaborator in a wide range of events including: one-offs, monthlies, retreats, benefits, art shows and festivals.

## Professional Experience

### **Booking, Folklife Festival; Seattle, WA** **2007-present**

Scheduling the Vera Project/206 Zulu Hip Hop stage at the Northwest's largest free community festival. Review & evaluate artist submissions.

### **Mainstage Media Escort, One Reel; Seattle, WA** **2005-present**

Responsible for handling media for A-list artists at Bumbershoot, Seattle's premier music & arts festival. Arrange interviews with national & regional press in a high volume, energetic environment. Facilitate photo/video access to artists for all shows at Key Arena.

### **Co-Assistant Director, 206 Zulu; Seattle, WA** **2003-present**

Designated point person for Washington Hall. Create and manage annual budget & prepare quarterly & annual reports for CPA. Negotiate contracts for artist performances and venue rentals for one-offs, monthlies & annual events. Project manager & preservationist for art & history exhibits including Our Story (Vera Project), Día de los Muertos Hip Hop altar (El Centro de la Raza) & the Northwest Hip Hop Museum (Washington Hall).

### **Office Manager, Geise Architects; Seattle, WA** **2000-2003**

Responsible for the daily operations of a 6 person architectural firm. Worked closely with principals to maintain high level of communication with all project heads. Coordinated meetings with clients, principals, bookkeeper, contractors & CPA. Produced weekly, monthly & annual reports; including overhead expenses, labor analysis, charge-offs, AP & AR.

### **Office/Project Manager, Graphic Display; Seattle, WA** **1989-1995 & 1999**

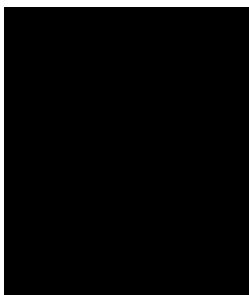
Managed daily business for family owned sign company serving the west coast & Alaska. Client list included Port of Seattle, SeaTac Airport, Safeway, Trader Joes. Brought back as Project Manager for the 1999 Seafirst/Bank of America signage change-out contract.

## Education

University of Washington, Architecture and Women's Studies 1996-1999

Seattle Central Community College, AA Program 1994-1996

# Judi Rafaela Martinez



Alias: Kitty Wu

## Artist & Album Support

**Khingz** *From Slaveships to Spaceships LP*  
**Shabazz Palaces** *Of Light /Shabazz Palaces EPs*

## Community Building

*Board Member, The Vera Project*  
*Bruce Lee Community Garden, University of Washington*  
*Engage Seattle, Mayor's Office of Arts & Cultural Affairs*  
*Floor Manager, Hip Hop 101 Television SCAN 29/77*  
*Producer, Coolout Network Television SCAN 29/77*  
*Speaker, Rain City Rock Camp*

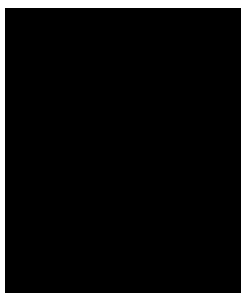
## Community Programming

206 Zulu  
 Bumbershoot  
 Coolout Network  
 Dope Emporium  
 Festival Sundlata  
 Folklife Festival  
 Hip Hop 101  
 Umojafest

## Venue & Contract Experience

Capitol Hill Block Party  
 Chop Suey  
 The Contour  
 The Crocodile  
 Experience Music Project (EMP/SFM)  
 Hugo House  
 Intiman Playhouse  
 Key Arena  
 Memorial Stadium  
 Nectar  
 Neumos  
 Seattle Center  
 The Vera Project

# Judi Rafaela Martinez



Alias: Kitty Wu

## Skills & Qualifications

Versatile, highly successful marketing and promotions administrator with broad experience in music & arts administration as well as project management. Personable and enthusiastic community leader with strong work ethic, adept at working with diverse communities. Successful collaborator in a wide range of events including: one-offs, monthlies, retreats, benefits, art shows and festivals.

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Designated point person for Washington Hall. Create and manage annual budget & prepare quarterly & annual reports for CPA. Negotiate contracts for artist performances and venue rentals for one-offs, monthlies & annual events. Project manager & preservationist for art & history exhibits including Our Story (Vera Project), Día de los Muertos Hip Hop altar (El Centro de la Raza) & the Northwest Hip Hop Museum (Washington Hall).

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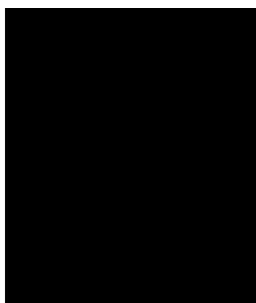
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Managed daily business for family owned sign company serving the west coast & Alaska. Client list included Port of Seattle, SeaTac Airport, Safeway, Trader Joes. Brought back as Project Manager for the 1999 Seafirst/Bank of America signage change-out contract.

## Education

|  |           |
|--|-----------|
| University of Washington, Architecture and Women's Studies | 1996-1999 |
| Seattle Central Community College, AA Program              | 1994-1996 |

# Judi Rafaela Martinez



Alias: Kitty Wu

## Artist & Album Support

Khingz *From Slaveships to Spaceships LP*  
Shabazz Palaces *Of Light /Shabazz Palaces EPs*

## Community Building

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Bruce Lee Community Garden, University of Washington  
Engage Seattle, Mayor's Office of Arts & Cultural Affairs  
Floor Manager, Hip Hop 101 Television SCAN 29/77  
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Speaker, Rain City Rock Camp

## Community Programming

206 Zulu  
Bumbershoot  
Coolout Network  
Dope Emporium  
Festival Sundiata  
Folklife Festival  
Hip Hop 101  
Umojafest

## Venue & Contract Experience

Capitol Hill Block Party  
Chop Suey  
The Contour  
The Crocodile  
Experience Music Project (EMP/SFM)  
Hugo House  
Intiman Playhouse  
Key Arena  
Memorial Stadium  
Nectar  
Neumos  
Seattle Center  
The Vera Project

# Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

| *D | **G | RD  | Position No. | Position Title | Name                       | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|----------------------------|-----------------|---------------|--------|--------------|
| 6  | F   | 1   | 1.           | Commissioner   | Joleen Hughes              | 9/1/17          | 8/31/20       | 1      | Mayor        |
| 6  | F   | 5   | 2.           | Commissioner   | Sue Ennis                  | 9/1/17          | 8/31/20       | 1      | City Council |
|    |     |     | 3.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
| 2  | M   | n/a | 4.           | Commissioner   | Timothy Lennon             | 9/1/17          | 8/31/20       | 2      | City Council |
|    |     |     | 5.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
| 6  | M   | 4   | 6.           | Commissioner   | Ben Secord                 | 9/1/17          | 8/31/20       | 1      | City Council |
| 2  | M   | N/A | 7.           | Commissioner   | Terry D. Morgan            | 9/1/18          | 8/31/21       |        | Mayor        |
| 6  | M   | 3   | 8.           | Commissioner   | Jerry Everard              | 9/1/18          | 8/31/21       | 2      | City Council |
| 3  | F   | 6   | 9.           | Commissioner   | Paula Olivia Nava Madrigal | 9/1/18          | 8/31/21       |        | Mayor        |
| 2  | F   | 3   | 10.          | Commissioner   | Sharlese J. Metcalf        | 9/1/18          | 8/31/21       | 2      | City Council |
| 3  | F   | 6   | 11.          | Commissioner   | Judi Martinez              | 9/1/18          | 8/31/21       |        | Mayor        |
| 1  | F   | 2   | 12.          | Chair          | Reese Tanimura             | 9/1/18          | 8/31/21       | 2      | City Council |
| 2  | M   | 2   | 13.          | Commissioner   | Benjamin N. Hunter         | 9/1/18          | 8/31/21       | 2      | Mayor        |
| 1  | M   | 7   | 14.          | Commissioner   | Nate Omdal                 | 9/1/18          | 8/31/21       | 1      | City Council |
|    |     |     | 15.          | Commissioner   | vacant                     | 9/1/18          | 8/31/21       |        | Mayor        |
| 6  | F   | 2   | 16.          | Commissioner   | Melissa Darby              | 9/1/19          | 8/31/22       | 2      | City Council |
|    |     |     | 17.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | Mayor        |
| 1  | M   | 2   | 18.          | Commissioner   | Daniel D. Pak              | 9/1/19          | 8/31/22       | 2      | City Council |
|    |     |     | 19.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | Mayor        |
|    |     |     | 20.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | City Council |
|    |     |     | 21.          | Commissioner   | vacant                     | 9/1/19          | 8/31/22       |        | Mayor        |

## SELF-IDENTIFIED DIVERSITY CHART

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

Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender identity*, 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 voluntary.*



## Legislation Text

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**File #:** Appt 01624, **Version:** 1

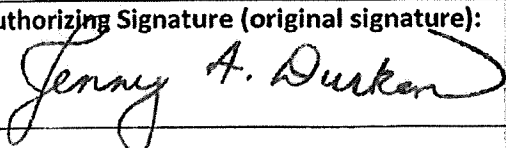
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Appointment of Terry D. Morgan as member, Seattle Music Commission, for a term to August 31, 2021.

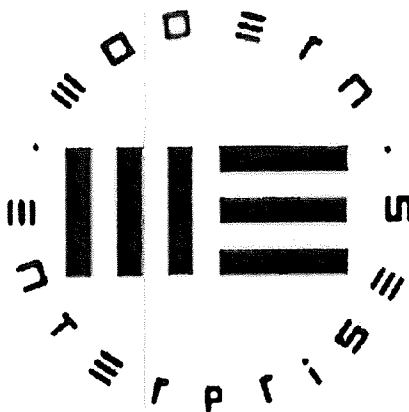
The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|   |                                     |   |
|---|-------------------------------------|---|
| <b>Appointee Name:</b><br>Terry D. Morgan   |                                     |   |
| <b>Board/Commission Name:</b><br>Seattle Music Commission   |                                     | <b>Position Title:</b><br>Member  |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   |                                     | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                       |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Fill in appointing authority   | <b>Date Appointed:</b><br>1/29/2020 | <b>Term of Position: *</b><br>9/1/2018<br>to<br>8/31/2021<br><br><input type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Lake Forest Park  | <b>Zip Code:</b><br>98155           | <b>Contact Phone No.:</b><br><div style="background-color: black; width: 100px; height: 1.2em;"></div>                                |
| <b>Background:</b><br><p>Terry Morgan has a strong working relationship with the international arts community. He started his career in Music and African American Studies. This love of culture and performance inspired him to start a production company and produce events celebrating the arts, while also developing a career as a professional musician.</p> <p>Terry is the founder and president of <u>Modern Enterprises, LLC</u>. He has served clients since 1979 providing talent, production, and technical services for cities, corporate clients and civic occasions. These nearly 40 years of experience include special event design, venue management, artist booking and promotion, public relations and fundraising. Terry's experience as a performing musician has strengthened Modern Enterprises' service of booking talent and designing sound environments for events. Clients include Microsoft, Cirque Du Soleil, Nordstrom, Seattle Children's Hospital, Chateau Ste Michelle, the Museum of Flight, The National Governor's Association, Pacific Place, University Village, Seattle Magazine, The Stillaguamish Tribe, and the Downtown Seattle Association.</p> <p>Terry continues to expand his service realm throughout the US and Canada, developing events and performance experiences for major national clients and international touring artists. Closest to his heart, though, is his role as manager and bass player for Martez Music recording artist <u>LeRoy Bell and His Only Friends</u>.</p> |                                     |   |
| <b>Authorizing Signature (original signature):</b><br>   |                                     | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor, City of Seattle   |

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



## **Modern Enterprises LLC**

### **Artists & Event Management Specialists**

As the most successful minority owned event Production Company in Washington State, Modern Enterprises LLC has served clients since 1979 providing talent, production, and technical services for cities, corporate clients and civic occasions. Our impressive track record speaks for itself in the broad diversity of projects that we have had the pleasure to create, or produce.

Having a strong working relationship with the international arts community, we provide the greatest talent and production resource data bank based upon first hand information.

Over 38 years of experience in special event design, venue management, artist booking and promotion, public relations, and fund raising, makes Modern Enterprises LLC one of the most creative and innovative event planning teams. Our client list includes Microsoft, The City of Redmond, Cirque Du Soleil, Nordstrom, Children's Hospital, Chateau Ste Michelle, the Museum of Flight, The National Governor's Association, Pacific Place, University Village, Seattle Magazine, The Stillaguamish Tribe and the Downtown Seattle Association.

Honored to be selected as a finalist (**Minority Small Business of the Year 2015**) for the King County Executive's Small Business Awards and the recipient in 1992 of King County's "Celebrate Success", OUTSTANDING SERVICE AWARD. Modern Enterprises LLC continues to expand its service realm throughout the U.S and Canada, developing projects and performance venues for major national clients and international touring performing artists.

**Modern Enterprises LLC**





# Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

| *D | **G | RD  | Position No. | Position Title | Name                       | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|----------------------------|-----------------|---------------|--------|--------------|
| 6  | F   | 1   | 1.           | Commissioner   | Joleen Hughes              | 9/1/17          | 8/31/20       | 1      | Mayor        |
| 6  | F   | 5   | 2.           | Commissioner   | Sue Ennis                  | 9/1/17          | 8/31/20       | 1      | City Council |
|    |     |     | 3.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
| 2  | M   | n/a | 4.           | Commissioner   | Timothy Lennon             | 9/1/17          | 8/31/20       | 2      | City Council |
|    |     |     | 5.           | Commissioner   | vacant                     | 9/1/17          | 8/31/20       |        | Mayor        |
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| 2  | M   | N/A | 7.           | Commissioner   | Terry D. Morgan            | 9/1/18          | 8/31/21       |        | Mayor        |
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| 3  | F   | 6   | 9.           | Commissioner   | Paula Olivia Nava Madrigal | 9/1/18          | 8/31/21       |        | Mayor        |
| 2  | F   | 3   | 10.          | Commissioner   | Sharlese J. Metcalf        | 9/1/18          | 8/31/21       | 2      | City Council |
| 3  | F   | 6   | 11.          | Commissioner   | Judi Martinez              | 9/1/18          | 8/31/21       |        | Mayor        |
| 1  | F   | 2   | 12.          | Chair          | Reese Tanimura             | 9/1/18          | 8/31/21       | 2      | City Council |
| 2  | M   | 2   | 13.          | Commissioner   | Benjamin N. Hunter         | 9/1/18          | 8/31/21       | 2      | Mayor        |
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|    |     |     | 19.          | Commissioner   | vacant                     | 9/1/18          | 8/31/19       |        | Mayor        |
|    |     |     | 20.          | Commissioner   | vacant                     | 9/1/18          | 8/31/19       |        | City Council |
|    |     |     | 21.          | Commissioner   | vacant                     | 9/1/18          | 8/31/19       |        | Mayor        |

## SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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  - \*\*G List gender identity, 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 voluntary.



## Legislation Text

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**File #:** Appt 01625, **Version:** 1

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Appointment of Ryan Baldwin as member, Seattle Human Rights Commission, for a term to January 22, 2021.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|   |                                     |  |
|---|-------------------------------------|--|
| <b>Appointee Name:</b><br><i>Ryan Baldwin</i>   |                                     |  |
| <b>Board/Commission Name:</b><br>Seattle Human Rights Commission  |                                     | <b>Position Title:</b><br>Member   |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |                                     | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Date Appointed:</b><br>1/23/2019 | <b>Term of Position: *</b><br>1/23/2019<br>to<br>1/22/2021<br><br><input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>New Holly</i>  | <b>Zip Code:</b><br><i>98118</i>    | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br>After a military career in the Army Ryan Baldwin graduated university in Seattle, where he spent a great deal of time studying issues in social justice as well as focusing on learning about the challenges faced by LGBTQ individuals in their individual lives and relationships. As a member of the LGBTQ community, married to an immigrant spouse, feels a real understanding of the challenges faced by populations that are marginalized, and has a desire to serve in a capacity to advocate for justice and equal opportunity for all of Seattle's residents. |                                     |  |
| <b>Authorizing Signature (original signature):</b><br>  |                                     | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br>Mayor of Seattle   |

# Ryan Baldwin

Seattle, WA

- Over 16 years of experience in the healthcare profession.
- More than ten years of active experience as a Licensed Practical Nurse.
- Efficient time manager that is able to work well under stressful conditions.
- Nine years of experience as an educator and supervisor.
- Over a decade of experience working with various cultural demographics across numerous environments.

## Work Experience

---

### **Supervisor, Gastroenterology, Oncology, and Infusion Services**

Pacific Medical Centers,  
Seattle, WA

October 2018 - Present

### **Clinic Manager, 10th Street Walk-In Clinic**

Sound Family Medicine - Puyallup, WA

February 2018 to October 2018

Responsibly for operations of the 10th Street Walk-In clinic to include business operations, human resource management, addressing patient concerns, and ensuring the competency of clinical staff in providing excellent patient care

### **Licensed Practical Nurse - Staff Nurse, Family Medicine**

Winder Family Medical Clinic - McChord AFB, WA

October 2016 to February 2018

- Duties included initiating IVs, drawing blood; collecting & preparing specimens for lab analysis.
- Proficiency at taking vital signs, administering injections, performing EKG's, and the administration of nebulizer treatments and medications within the scope and knowledge of a Licensed Practical Nurse.
- Assisted physicians during diagnostic, therapeutic and/or minor surgical procedures by preparing necessary supplies & equipment.
- Responded to patient inquiries through AHLTA T-Cons and Relay Health.
- Interviewed patients prior to being seen at each appointment with their healthcare provider to ensure that the patient medical readiness was maximized by ensuring that patients were up to date with preventative medical services and HEDIS requirements, as well as obtaining necessary meaningful use data.

- Functioned as part of an interdisciplinary team to ensure the highest quality of patient care was provided to my assigned patient panel and care team.

### **Clinical Supervisor, Gastroenterology & Colorectal Surgery**

The Polyclinic - Seattle, WA

January 2016 to October 2016

- Provided oversight to the operations of two clinics comprised of 11 physicians
- Accomplishes nursing human resource objectives by selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning, monitoring, appraising job contributions; recommending compensation actions; adhering to policies and procedures
- Investigated and responded to patient complaints
- Responsible for the oversight, training and accountability of approximately 20 nursing and front office staff
- Assisted and provided oversight to the launching of new clinic locations, and expansion of services.

### **Licensed Practical Nurse**

Multicare Health System, Kent Urgent Care Clinic

January 2015 to December 2015

- Duties included initiating IVs, drawing blood; collecting & preparing specimens for lab analysis.
- Proficiency at taking vital signs, administering injections, performing EKG's, and the administration of nebulizer treatments and medications within the scope and knowledge of a Licensed Practical Nurse.
- Assisted physicians during diagnostic, therapeutic and/or minor surgical procedures by preparing necessary supplies & equipment.
- Responded to patient inquiries through electronic in-basket system
- team in coordinating an effective transition plan to civilian life

### **Licensed Practical Nurse (Manager)**

Yongsan Health Clinic, Seoul, South Korea

October 2011 to August 2012

Brian Allgood Army Community Hospital - Yongsan Health Clinic

APO, AP 96205 (Yongsan, Korea)

- Served as a Licensed Practical Nurse in a Medical Treatment Facility responsible for the care of over 7,000 Soldiers, Airmen, Sailors and Marines for U.S. Army Garrison Yongsan, Korea.
- Responsible for the supervision and training of 20 military and civilian team members.
- Managed the Physical Exams Department assuring the highest level of medical readiness for over 7,000 patients.
- Took part in multiple patient care tasks to include initiating IV's, drawing blood, collecting and preparing specimens for lab analysis, and the monitoring of those results.

- Prepared and administered medications and immunizations to patients and monitored patient response to treatment.

### **Licensed Practical Nurse (Staff Nurse/Nurse Manager)**

Madigan Army Medical Center -

Tacoma, WA March 2009 to

October 2011

- Provided care with excellence to patients on a 32 bed adult surgical ward encompassing 14 surgical sub-specialties for a 243 bed medical center.
- Responsible for a variety of treatment procedures and the nursing care provision to patients of adult age scheduled for minor and major surgical procedures to include pre and post-operative care.
- Duties included initiating IVs, drawing blood; collecting & preparing specimens for lab analysis.
- Proficiency at taking vital signs, administering injections, performing EKG's, and the administration of nebulizer treatments and medications within the scope and knowledge of a Licensed Practical Nurse.
- Assisted physicians during diagnostic, therapeutic and/or minor surgical procedures by preparing necessary supplies & equipment.
- Appointed to the Joint Commission Preparation Committee; the efforts of the committee resulted in zero negative findings earning the facility accreditation for fiscal year 2012.
- Accounted for the completion of all mandatory training of 75 personnel increasing compliance from 79 to 98 percent.
- Acted as CNCOIC and Assistant CNCOIC (Clinical Manager) for 1 year; responsible for the supervision for approximately 20 Nursing Assistants, Medics and LPN's, and administrative and fiscal oversight of approximately 75 members of the patient care staff.

## Education

---

### **Bachelor of Arts in Liberal Arts in Psychology**

Antioch University Seattle -

Seattle, WA 2014

### **Diploma in Practical Nursing Course**

United States Army Academy of Health Sciences - Fort Sam

Houston, TX 2009

# Seattle Human Rights Commission

## December 2019

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

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

### Roster:

| *D | **G | RD | Position No. | Position Title | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|----------------|----------------------|-----------------|---------------|--------|--------------|
| 1  | M   | 4  | 1.           | Member         | Aaron G. Oravillo    | 7/23/19         | 7/22/21       | 2      | City Council |
|    | F   |    | 2.           | Member         | Star Dormanesh       | 7/23/19         | 7/22/21       | 1      | Mayor        |
| 2  | M   | 7  | 3.           | Member         | Tyrone Grandison     | 7/23/19         | 7/22/21       | 2      | City Council |
| 7  | M   | 4  | 4.           | Member         | Derek Stephen Lum    | 7/23/19         | 7/22/21       | 2      | Mayor        |
| 3  | F   |    | 5.           | Member         | Liz Harding          | 7/23/19         | 7/22/21       | 1      | City Council |
| 6  | M   | 7  | 6.           | Member         | Shkelqim Kelmendi    | 1/23/18         | 1/22/20       | 1      | Mayor        |
| 2  | M   | 2  | 7.           | Member         | Adrian Glover        | 1/23/18         | 1/22/20       | 1      | City Council |
| 7  | NB  | 2  | 8.           | Member         | Erik Gray            | 1/23/18         | 1/22/20       | 1      | Commission   |
|    | FM  |    | 9.           | Member         | Karen Treiger        | 7/23/18         | 7/22/20       | 1      | Mayor        |
| 2  | F   | 6  | 10.          | Member         | Jackie Turner        | 7/23/18         | 7/22/20       | 1      | City Council |
| 9  | F   | 7  | 11.          | Member         | Erika Chen           | 7/23/18         | 7/22/20       | 2      | Mayor        |
| 6  | F   | 3  | 12.          | Member         | Elizabeth W. Pachaud | 7/23/18         | 7/22/20       | 1      | City Council |
| 6  | M   |    | 13.          | Member         | Ryan Baldwin         | 1/23/19         | 1/22/21       | 1      | Mayor        |
| 3  | F   |    | 14.          | Member         | Wendy Cisneros       | 1/23/19         | 1/22/21       | 1      | City Council |
| 6  | F   | 7  | 15.          | Member         | Caitlin Aylward      | 1/23/19         | 1/22/21       | 2      | Mayor        |
| 6  | F   | 3  | 16.          | Get Engaged    | Jaden Zwick          | 9/1/18          | 8/31/19       | 1      | Mayor        |
| 3  | F   | 3  | 17.          | Member         | Valentina Montecinos | 7/23/18         | 7/22/20       | 1      | City Council |
| 3  | F   | 1  | 18.          | Member         | Pamela Schwartz      | 1/23/18         | 1/22/20       | 1      | Mayor        |
|    | M   |    | 19.          | Member         | Gilan Merwanji       | 7/23/18         | 7/22/20       | 1      | Commission   |
| 6  | M   | 3  | 20.          | Member         | Brian Egger          | 1/23/18         | 1/22/20       | 1      | Commission   |
| 6  | F   | 3  | 21.          | Member         | Jessica C. Bhuiyan   | 7/23/18         | 7/22/20       | 1      | Commission   |

### SELF-IDENTIFIED DIVERSITY CHART

|         |      |        |             |          | (1)   | (2)                     | (3)              | (4)                            | (5)   | (6)                     | (7)              | (8)            | (9)         |
|---------|------|--------|-------------|----------|-------|-------------------------|------------------|--------------------------------|-------|-------------------------|------------------|----------------|-------------|
|         | Male | Female | Transgender | NB/ O/ U | Asian | Black/ African American | Hispanic/ Latino | American Indian/ Alaska Native | Other | Caucasian/ Non-Hispanic | Pacific Islander | Middle Eastern | Multiracial |
| Mayor   | 2    | 4      |             |          |       |                         | 1                |                                |       | 2                       | 1                |                | 1           |
| Council | 3    | 3      |             |          | 1     | 3                       | 1                |                                |       | 1                       |                  |                |             |
| Comm    | 1    | 1      |             | 1        |       |                         |                  |                                |       | 2                       | 1                |                |             |
| Total   | 9    | 12     |             | 1        | 1     | 3                       | 2                |                                |       | 5                       | 2                |                | 1           |

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

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

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

*Diversity information is self-identified and is voluntary*



## Legislation Text

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**File #:** Appt 01626, **Version:** 1

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Appointment of Star Farnaz Dormanesh as member, Seattle Human Rights Commission, for a term to July 22, 2021.

The Appointment Packet is provided as an attachment.





## City of Seattle Boards & Commissions Notice of Appointment

|   |                                     |  |
|---|-------------------------------------|--|
| <b>Appointee Name:</b><br>Star Farnaz Dormanesh   |                                     |  |
| <b>Board/Commission Name:</b><br>Seattle Human Rights Commission  |                                     | <b>Position Title:</b><br>Member   |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |                                     | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Date Appointed:</b><br>7/23/2019 | <b>Term of Position: *</b><br>7/23/2019<br>to<br>7/22/2021<br><br><input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br>Gatewood  | <b>Zip Code:</b><br>98126           | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br>Star Dormanesh interest to be on the Women's Commission or Human rights commissions comes from the values instilled by family and education. As a child of Iranian refugees and the first in the family to be born in the US; the cross-sectional nature of identity has awarded me privileges and disadvantages. At a very young age Star felt the results on ignorance and was personally affected by the racist behaviors of others. Seattle has become home and wants to volunteer in a meaningful way. As an enterpriser project manager at Seattle Cancer Care Alliance, Star navigates difficult topics and projects that better serve patients. Master of Public Administration from Seattle University in 2017 and delivered a capstone on interorganizational collaborations. |                                     |  |
| <b>Authorizing Signature (original signature):</b><br>  |                                     | <b>Appointing Signatory:</b><br>Jenny A Durkan<br>Mayor of Seattle   |

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

# Star Farnaz Dormanesh

My overall career goal is to bring my experience, background, and my dynamic skill set to empower others in making the best decision, at the right time with the information available. I thrive in an environment that allows me to be challenged, a space to learn, and collaborate with others. I value authenticity, compassion and dependability; I strive to demonstrate those values in my actions professionally and personally.

## Professional Strengths

- Over 10 years of experience with high stress situations and customer service
- Ability to recognize and adapt to various working styles
- Provide creative, critical, and analytical insight when addressing an issue
- Strong interpersonal communications (written and spoken)
- Project Management Methodology
- LEAN Principles application in daily work
- Experience working with culturally diverse groups
- Budget management
- Policy Research
- Languages fluently spoken: English and Farsi

## Technical Strengths

- Microsoft Office including Visio, Outlook & MS Project, Adobe Acrobat, SharePoint , Google Docs, Reynolds and Reynolds, QuickBooks, Survey Monkey, MailChimp, Constant Contacts, WordPress

## Education

SEATTLE UNIVERSITY  
Master's in Public Administration - June 2017  
Pi Alpha Alpha Society

SAN JOSE STATE UNIVERSITY  
B.A. Political Science- Honors - May 2012

## Professional Experience

SEATTLE CANCER CARE ALLIANCE, SEATTLE, WA  
*Enterprise Project Manager June 2017- PRESENT*

- IT and Clinical PM for acquisition of a radiation oncology clinic, leading to a successful go-live with no patient care interruption
- Ensure that clinical workflows are in alignment with technical builds in EMRs (Mosaik, Cerner, Epic)
- Facilitation of cross-functional workgroups, with a proven track record of getting group through contentious topics
- PM for enterprise wide projects including initiatives shared with partner institutions (Fred Hutch Cancer Research and UWMC)
- Use LEAN methodology to optimize processes
- Develop executive summary for legal and VP board

SEATTLE CANCER CARE ALLIANCE, SEATTLE, WA  
*Enterprise Project Coordinator II, January 2016- May 2017*

- Established strong working collaboration across SCCA and partner institutions Fred Hutch and UW School of Medicine/ UWMC
- PM for enterprise wide projects including both technical and clinic operations
- Involved in all 5 project lifecycle phases, providing continuity and value to end product delivery
- Develop charters, work breakdown structures, risk/mitigation plans & managed budget, scope, and timeline to meet organizational mission
- Lead workflow sessions to identify current state, map ideal state and identify gaps to improve productivity
- Drafted a Functional Plan for Immunotherapy Clinic

- Coordination between accounting and finance groups at UW, ensuring that SCCA is reimbursed for shared cost on CTMS project
- Prepared and led meetings that including staff of all level and departments including clinical and executive members

#### SEATTLE CANCER CARE ALLIANCE - SEATTLE, WA

##### *Enterprise Project Coordinator I, January 2015- December 2015*

- Successfully led communication and training workstreams for a tri-institutional clinical research study start portal
- Coordinate multi-day events for over 30 people in leadership roles across the organization
- Tracked training and provided weekly reports for ICD-10 an organization wide project implementing a nationwide healthcare code mandate
- Logistic set up for large meetings and go-live command centers
- Support EPMO requests and provide administrative support to department operations
- Effectively executed project coordinator tasks on complex, multi-institutional projects

#### NARAL PRO CHOICE WASHINGTON – SEATTLE, WA

##### *Contract Field Coordinator, September 2014- November 2014*

- Met volunteer recruitment goals, growing sustainable network dedicated to the organizations mission
- Created messaging and scripts for mailings and phone calls during election season
- Collaborated with partner organizations field teams to utilize resources more effectively

#### ROBINSON COMMUNICATIONS - SAN JOSE, CA

##### *Director of Operations, February 2013- September 2014*

- Managed 5 winning political campaigns using ethically and morally strong strategies
- Created effective management system for consulting firm
- Managed multiple Executive scheduling simultaneously
- Supervised 4 interns and provided thoughtful mentorship
- Use polls, data, and research to help create best strategic plans for clientele
- Tracked company spending in QuickBooks

#### CAPTIOLO HONDA SERVICE DEPARTMENT - SAN JOSE, CA

##### *Support Staff, March 2010- October 2012*

- Handled confidential customer information
- Managed Service cashier at Honda's largest northern California dealership
- Provided administrative support for manager and supervisor
- Frontline customer service to clients and vendors

#### SILICON VALLEY COUNCIL OF NONPROFITS - SAN JOSE, CA

##### *Policy Intern, August 2011- January 2012*

- Worked with other agencies and the City of San Jose on creating and implementing nonprofit outreach with 2012 Bag Ordinance
- Coordinated annual luncheon fundraiser, day of coordination of elected officials and executives across the bay area as servers during the event
- Validated the holiday needs list from member nonprofits to be publish in local newspaper and online media

## Community Involvement and Certifications

- United Way: King County – Volunteer 2018- Present
- National Women's Political Caucus – Washington
- Asian Pacific American Leadership Institute Certification, Special Congressional Recognition 2012
- Santa Clara County Commission on the Status Of Women, 2012-2014

# Seattle Human Rights Commission

December 2019

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

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

Roster:

| *D | **G | RD | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
| 1  | M   | 4  | 1.           | Member         | Aaron G. Oravillo     | 7/23/19         | 7/22/21       | 2      | City Council |
|    | F   |    | 2.           | Member         | Star Farnaz Dormanesh | 7/23/19         | 7/22/21       | 1      | Mayor        |
| 2  | M   | 7  | 3.           | Member         | Tyrone Grandison      | 7/23/19         | 7/22/21       | 2      | City Council |
| 7  | M   | 4  | 4.           | Member         | Derek Stephen Lum     | 7/23/19         | 7/22/21       | 2      | Mayor        |
| 3  | F   |    | 5.           | Member         | Liz Harding           | 7/23/19         | 7/22/21       | 1      | City Council |
| 6  | M   | 7  | 6.           | Member         | Shkelqim Kelmendi     | 1/23/18         | 1/22/20       | 1      | Mayor        |
| 2  | M   | 2  | 7.           | Member         | Adrian Glover         | 1/23/18         | 1/22/20       | 1      | City Council |
| 7  | NB  | 2  | 8.           | Member         | Erik Gray             | 1/23/18         | 1/22/20       | 1      | Commission   |
|    | FM  |    | 9.           | Member         | Karen Treiger         | 7/23/18         | 7/22/20       | 1      | Mayor        |
| 2  | F   | 6  | 10.          | Member         | Jackie Turner         | 7/23/18         | 7/22/20       | 1      | City Council |
| 9  | F   | 7  | 11.          | Member         | Erika Chen            | 7/23/18         | 7/22/20       | 2      | Mayor        |
| 6  | F   | 3  | 12.          | Member         | Elizabeth W. Pachaud  | 7/23/18         | 7/22/20       | 1      | City Council |
| 6  | M   |    | 13.          | Member         | Ryan Baldwin          | 1/23/19         | 1/22/21       | 1      | Mayor        |
| 3  | F   |    | 14.          | Member         | Wendy Cisneros        | 1/23/19         | 1/22/21       | 1      | City Council |
| 6  | F   | 7  | 15.          | Member         | Caitlin Aylward       | 1/23/19         | 1/22/21       | 2      | Mayor        |
| 6  | F   | 3  | 16.          | Get Engaged    | Jaden Zwick           | 9/1/18          | 8/31/19       | 1      | Mayor        |
| 3  | F   | 3  | 17.          | Member         | Valentina Montecinos  | 7/23/18         | 7/22/20       | 1      | City Council |
| 3  | F   | 1  | 18.          | Member         | Pamela Schwartz       | 1/23/18         | 1/22/20       | 1      | Mayor        |
|    | M   |    | 19.          | Member         | Gilan Merwanji        | 7/23/18         | 7/22/20       | 1      | Commission   |
| 6  | M   | 3  | 20.          | Member         | Brian Egger           | 1/23/18         | 1/22/20       | 1      | Commission   |
| 6  | F   | 3  | 21.          | Member         | Jessica C. Bhuiyan    | 7/23/18         | 7/22/20       | 1      | Commission   |

## SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |      |        |             |          | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|------|--------|-------------|----------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Male | Female | Transgender | NB/ O/ U | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 2    | 4      |             |          |       |                               | 1                   |   |       | 2                              | 1                   |                   | 1           |
| Council                         | 3    | 3      |             |          | 1     | 3                             | 1                   |   |       | 1                              |                     |                   |             |
| Comm                            | 1    | 1      |             | 1        |       |                               |                     |   |       | 2                              | 1                   |                   |             |
| Total                           | 9    | 12     |             | 1        | 1     | 3                             | 2                   |   |       | 5                              | 2                   |                   | 1           |

Key:

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

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

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

Diversity information is self-identified and is voluntary.



## Legislation Text

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**File #:** Appt 01620, **Version:** 1

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Appointment of Jennifer Gordon as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |                                      |   |
|--|--------------------------------------|---|
| <b>Appointee Name:</b><br>Jennifer Gordon  |                                      |   |
| <b>Board/Commission Name:</b><br>Seattle Women's Commission  |                                      | <b>Position Title:</b><br>Member  |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment  |                                      | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                             |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Date Appointed:</b><br>12/10/2019 | <b>Term of Position: *</b><br>7/2/2021<br>to<br>7/1/2021<br><input checked="" type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Ballard  | <b>Zip Code:</b><br>98107            | <b>Contact Phone No.:</b>   |
| <b>Background:</b><br>Jennifer is a military veteran and believes she can bring a necessary voice to the commission and highlight the unique needs of her community. As a registered nurse and Public Health graduate student, she believes she can serve in a meaningful way on the health subcommittee as well as other committees on the commission. Additionally, as a concurrent public policy graduate student she brings knowledge of public administration, community engagement plus policy analysis and program evaluation skills to the team. She feels that in this time of significant growth and change, she would be honored to be able to advocate for her community and ensure that women always have a seat at the table in creating the best, brightest future possible for our beloved city. |                                      |   |
| <b>Authorizing Signature (original signature):</b><br>   |                                      | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle   |

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 CITY OF SEATTLE  
 20 JAN -7 PM 3:33  
 CITY CLERK



# Jennifer Gordon RN, BSN, CCRN

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## Summary of Qualifications

- Leadership and dedication to public service demonstrated through 8 years of service as a U.S. Naval Officer (5 years Active Duty, 3 years Reserves)
- Experienced leading teams of 20 to 70 and training allied health professionals
- Experience planning and providing healthcare in austere settings including post-disaster humanitarian aid and conflict zone/battlefield medicine.
- Ability to liaise between organizations, governments, and constituents to bring resources to patients and education opportunities to healthcare staff.
- Analysis and evaluation skills, as well as qualitative research experience developed through graduate studies

## Education

### **MASTER OF PUBLIC ADMINISTRATION | SPRING 2019 | UNIVERSITY OF WASHINGTON**

- Public Policy and Administration, Policy Analysis and Program Evaluation concentration
- Related coursework: policy analysis and program evaluation courses completed, advanced policy analysis, advanced program evaluation and benefit cost analysis courses to complete in coming year.

### **MASTER OF PUBLIC HEALTH | SPRING 2020 | UNIVERSITY OF WASHINGTON**

- Health Services and Policy concentration
- Related coursework: health policy, social determinants of health, epidemiology, biostatistics, qualitative research methods, .

### **BACHELOR OF SCIENCE IN NURSING | AUG 2008 | SEATTLE UNIVERSITY**

## Experience

### **CHIEF FINANCIAL OFFICER | MINORITY VETERANS OF AMERICA | APRIL 2018-PRESENT**

- Lead financial department in startup nonprofit, responsible for all budgets and financial statements, and assist with grant writing and sourcing new revenue streams. Volunteer position.

### **LIEUTENANT COMMANDER | UNITED STATES NAVY RESERVE | MAY 2014-JUNE 2018**

- Unit Training Officer of Operational Health Support Unit Bremerton Detachment C, responsible for general military and medical training for unit of 50 Doctors, Nurses, Dentists, Allied health professionals and Corpsmen including basic and advanced cardiac life support, trauma/battlefield medical training as well as Navy leadership and Core Values training.

### **REGISTERED NURSE | AMERICAN MOBILE NURSES | JAN 2016-PRESENT**

- Locums Tenens Nurse, worked 13+ week contracts in various hospitals including Georgetown University Hospital in Washington DC, Virginia Mason in Seattle, WA and Kaiser Permanente in San Diego, CA.

- Fill critical nursing shortages as ICU registered nurse while experiencing first-hand the differences and disparities in healthcare practices and resources across the United States.

### **REGISTERED NURSE | UNIVERSITY OF WASHINGTON MEDICAL CENTER | MAY 2014-DEC 2015**

- Registered Nurse in Medical/Surgical ICU, developed outstanding clinical skills in high volume, highly specialized, university teaching hospital.

### **NURSE CORPS OFFICER | UNITED STATES NAVY | JAN 2009 – APR 2014**

- Completed two tours of duty at Naval hospitals in San Diego and Guam and collaborated with Guam Public Health Service in bringing increased and culturally appropriate palliative care services to the hospital. Received honorable discharge. Awards include National Defense Service Medal, Overseas Service Ribbon and Meritorious Unit Commendation.

### **VOLUNTEER | LIFELONG AIDS ALLIANCE | 2006-PRESENT**

- Regular volunteer, worked in food prep, packaging, and home food delivery in support of LLAA's vision of food as medicine, as well as several special events to fundraise and provide HIV/AIDS awareness and education in the community, including annual AIDS walk and Gay Bingo fundraisers.

## **Projects**

### **DEFINING SUCCESSFUL OPIOID TAPER: THE FIRST STEP IN EVALUATING SAFETY AND EFFECTIVENESS | 2019**

- Student Research Assistant with Kaiser Permanente Washington Health Research Institute. Literature review and survey of physicians who work with chronic opioid patients to develop a standard definition of successful opioid taper.

### **POLICY ANALYSIS, OPIOID CRISIS IN WASHINGTON STATE | SPRING 2018**

- Background research and literature review, interview with subject matter experts from Alcohol and Drug Abuse Institute (ADAI), analysis of several policy options currently being considered by WA state against criteria of cost, political feasibility, time to implementation, effectiveness in treating opioid addiction and equity of healthcare service delivery.

### **PROGRAM EVALUATION, RENTAL HOUSING SAFETY PROGRAM IN LAKEWOOD, WA | SPRING 2018**

- Process evaluation of new rental safety program designed using mixed methods, focused interview with program manager, review of all program documents, policies and procedures, review of program planning process including community engagement efforts, town hall meetings, languages provided in written and face to face communication. Tenant telephone survey designed.

### **QUANTITATIVE ANALYSIS, GENDER WAGE GAP IN THE NURSING PROFESSION | WINTER 2018**

- Regression analyses run on ACS data regarding wages by gender in different nursing professions. STATA statistical software used to code raw data and run standard and chi squared regressions, probability statistics and review summary statistics. Analyses compiled into policy report including results, methods and limits of analysis.



# Seattle Women's Commission

## December 2019

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

- 9 City Council-appointed
- 10 Mayor-appointed
- 2 Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Marcia Wright-Soika   | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 2.           | Member         | Abriel Johnny         | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter         | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Sophia Lee            | 7/02/18         | 7/01/20       | 1      | Mayor        |
|    |     |     | 5.           | Member         | Harmony Eichateadt    | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 6.           | Member         | Jennifer Gordon       | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 7.           | Member         | Rebecca Bryant        | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna           | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True              | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse        | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease          | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams      | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich     | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu             | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar         | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones           | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Grace Weil            | 7/02/18         | 7/01/20       | 1      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson      | 7/02/18         | 7/01/20       | 3      | City Council |
| 1  | F   | -   | 19.          | Member         | Whitney Nakamura      | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Yadira Siqueiros      | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Adriana Lasso-Harrier | 9/01/19         | 8/31/20       | 1      | Mayor        |

### SELF-IDENTIFIED DIVERSITY CHART

|         | (1) |       | (2)         |         | (3)   |                               | (4)                 |   | (5)   |  | (6)                            |  | (7)                 |  | (8)               |  | (9)         |
|---------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--|--------------------------------|--|---------------------|--|-------------------|--|-------------|
|         | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other |  | Caucasian/<br>Non-<br>Hispanic |  | Pacific<br>Islander |  | Middle<br>Eastern |  | Multiracial |
| Mayor   | 0   | 9     |             |         | 2     | 0                             | 0                   | 0                                       | 0     |  | 1                              |  | 0                   |  | 0                 |  | 0           |
| Council | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     |  | 0                              |  | 0                   |  | 0                 |  | 1           |
| Comm    | 0   | 4     |             |         | 2     | 0                             | 0                   | 0                                       | 0     |  | 0                              |  | 0                   |  | 0                 |  | 0           |
| Total   | 0   | 21    |             |         | 5     | 4                             | 0                   | 0                                       | 0     |  | 1                              |  | 0                   |  | 0                 |  | 1           |

### Key:

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01518, **Version:** 1


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Appointment of Yadira Siqueiros as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |                                     |  |
|--|-------------------------------------|--|
| <b>Appointee Name:</b><br><i>Yadira Siqueiros</i>  |                                     |  |
| <b>Board/Commission Name:</b><br><i>Seattle Women's Commission</i>   |                                     | <b>Position Title:</b><br><i>Member</i>  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>  |                                     | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input type="checkbox"/> Mayor<br><input checked="" type="checkbox"/> Other: <i>Commission</i>   | <b>Date Appointed:</b><br>12/5/2019 | <b>Term of Position: *</b><br>7/2/2019<br>to<br>7/1/2021<br><br><input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Lake City</i>   | <b>Zip Code:</b><br><i>98125</i>    | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br>Yadira Siqueiros. is a higher ed organizer with SEIU Local 925, known as the public education local. She is an immigrant from Mexico who is dedicated to helping and improving the lives of under-represented minorities (URM). She has worked with marginalized tribal communities to have access to the natural disaster trainings to fighting for healthcare access for all whether through contract campaigns or legislation. As a staff union officer, she is part of the local's efforts to become an anti-racist organization as a member of the Racial Justice Committee. Because of all of her previous work, her interest in applying for the Seattle Women's commission arises from the fact that she has the experience of working with an intersectional approach to racial justice and understands how it differs from superficial "diversity and inclusion" rhetoric. Yadira holds a B.A. in Political Science with a minor in Anthropology, Our Lady of the Lake University, San Antonio TX and a M.S. in Intelligence and National Security Studies, from the University of Texas at El Paso TX and looks forward to working with the Commission. |                                     |  |
| <b>Authorizing Signature (original signature):</b><br>  |                                     | <b>Appointing Signatory:</b><br><i>Jamilah Williams</i><br><i>Seattle Women's Commission</i>   |

# Yadira Siqueiros

## Education

**University of Texas at El Paso** El Paso, TX Jan 2011 to Dec 2012

M.S. Intelligence and National Security Studies

**Our Lady of the Lake University** San Antonio, TX Aug 2007 to Dec 2010

B.A. Political Science with minor in Anthropology

## Employment History

### Higher Ed Organizer

**SEIU Local 925** Seattle, WA Nov 2018 to Present

- Worked with UW Faculty Forward to establish a non-collective bargaining agreement union
- Organize classified staff during their contract campaign in 2017
- Organize and represent Antioch and UW classified staff in contract negotiations and labor management related issues

### Internal Organizer

**SEIU Texas** Houston, TX Jan 2015 to Present

- Worked throughout Texas organizing new bargaining units in the private sector
- Helped gear up for the Houston Janitorial contract campaign.
- Engaged in a decertification campaign in the Healthcare Sector in McAllen, TX.
- Assisted in the efforts to elect the current mayor of Houston through the recruitment and management of a canvassing team.

### Field Organizer, Battleground Texas

**Wendy Davis Campaign for Governor** El Paso, TX June 2014 to Nov 2014

- Used the Neighborhood Team Model to organize in Ysleta, Socorro, the Lower Valley, and Horizon City.
- Planned, coordinated, and executed events while managing a team of volunteers and fellows.
- Recruited, trained, and focused on retention of prospective team volunteers and community leaders.
- Management satellite field office and on-site data collection.

### Outreach and CERT Training Specialist

**Ysleta Del Sur Pueblo: Target Tigua** El Paso, TX Feb 2013 to May 2014

- Worked in the Office of Emergency Management in the recruitment of potential CERT students
- Planned and coordinated CERT training
- Maintained a database of volunteers and inventory of on-site supplies
- Wrote the quarterly Newsletters and meeting quarterly with CERT members to improve their skill level.

### Research Assistant

**COURI, Anthropology Department** El Paso, TX June 2013 to March 2014

- Worked with two other students and a faculty member to study the language revitalization efforts of the Ysleta Del Sur Pueblo tribe. Researched in old files, collected stories, and visited old pueblo sites.
- Participated in all Tigua language related activities including the religious activities, feast day, and language classes.

### Program Coordinator

**Latinos in Action, AmeriCorps VISTA** El Paso, TX June 2012 to Dec 2012

- Responsible for the development of Latinos in Action program curriculum throughout the state of Utah, Washington, Idaho, and Texas.



## Seattle Women's Commission

### December 2019

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

- 9 City Council-appointed
- 10 Mayor-appointed
- 2 Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Marcia Wright-Soika   | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 2.           | Member         | Abriel Johnny         | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter         | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Sophia Lee            | 7/02/18         | 7/01/20       | 1      | Mayor        |
|    |     |     | 5.           | Member         | Harmony Eichateadt    | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 6.           | Member         | Jennifer Gordon       | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 7.           | Member         | Rebecca Bryant        | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna           | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True              | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse        | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease          | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams      | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich     | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu             | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar         | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones           | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Grace Weil            | 7/02/18         | 7/01/20       | 1      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson      | 7/02/18         | 7/01/20       | 3      | City Council |
| 1  | F   | -   | 19.          | Member         | Whitney Nakamura      | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Yadira Siqueiros      | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Adriana Lasso-Harrier | 9/01/19         | 8/31/20       | 1      | Mayor        |

#### SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |         | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 0   | 9     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 0           |
| Council                         | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 1           |
| Comm                            | 0   | 4     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 0           |
| Total                           | 0   | 21    |             |         | 5     | 4                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 1           |

#### Key:

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

\*\*G List gender, M = Male, F= Female, T= Transgender, U= Unknown

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

Diversity information is self-identified and is voluntary.



## Legislation Text

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**File #:** Appt 01619, **Version:** 1

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Appointment of Harmony Leanna Eichsteadt as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |                                      |   |
|---|--------------------------------------|---|
| <b>Appointee Name:</b><br>Harmony Leanna Eichsteadt   |                                      |   |
| <b>Board/Commission Name:</b><br>Seattle Women's Commission   |                                      | <b>Position Title:</b><br>Member  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |                                      | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                 |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Fill in appointing authority   | <b>Date Appointed:</b><br>12/10/2019 | <b>Term of Position: *</b><br>7/2/2019<br>to<br>7/1/2021<br><br><input checked="" type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Capitol Hill  | <b>Zip Code:</b><br>98102            | <b>Contact Phone No.:</b>   |
| <b>Background:</b><br>Harmony graduated from UT Austin with a degree in Women's & Gender Studies. While there, she helped create the first women's studies curriculum to be approved for high school students by the Texas Education Agency. She also worked with Lulu Flores, former president of the National Women's Political Caucus to amend the bylaws of the NWPC to include a college caucus option for students. Additionally, she co-founded both the Feminist Action Project Conference and the Austin Women's Clothing Swap, a non-profit which raised money and clothes for women's organizations through a city-wide clothing swap event. After graduating, she worked with the Center for Women's & Gender Studies to bring the N.E.W. Leadership program to Texas. We recruited students from around Texas to participate in a six-day camp where they met with 50+ women leaders. Professionally, she runs an agency that supports mission-driven entrepreneurs through business coaching, events, and digital assets, with a focus on supporting and promoting under-represented business owners. |                                      |   |
| <b>Authorizing Signature (original signature):</b><br>  |                                      | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle   |

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 CITY CLERK

# Harmony Leanna Eichsteadt

## PROFESSIONAL EXPERIENCE

### **Co-Founder & Chief Community Officer**

*Worth The Journey, 2017-Present*

- Support mission-driven entrepreneurs through coaching, events, and digital asset creation.
- Co-manage all aspects of the business including strategy, client acquisition and retention, delivery of services, and operations.

### **Head of Community**

*Good Life Project, 2016*

- Responsible for creating, launching, and managing the community for this highly rated podcast by best selling author Jonathan Fields.
- Co-led courses for thousands of entrepreneurs alongside Jonathan. Helped produce and run Camp Good Life Project.

### **Evangelist / Organizer**

*NationBuilder, 2013-2015*

- Organizer - worked with 300+ organizations to build community; including: political campaigns, non-profits, start-ups, etc.
- Evangelist - traveled globally, speaking to influential leaders across multiple industries.

## AWARD

*Lora Romero Memorial Award for Interdisciplinary Research in Race, Ethnicity, and Gender, 2010*

## LEADERSHIP EXPERIENCE

### **Faculty in Residence**

*N.E.W. Leadership Texas, 2019*

Mentored college women for a 6 day in-residence camp to train and empower them in political leadership.

### **Mentor**

*Mentor Capital Network, 2016*

Reviewed business plans and mentored early stage social venture entrepreneurs.

### **World Games Awards Supervisor**

*Special Olympics, 2015*

Managed a team of volunteers to run the awards at the International Special Olympics World Games.

### **College Women's Caucus Intern**

*National Women's Political Caucus, 2010*

Worked closely with the President to amend the bylaws to create the NWPC - College Women's Political Caucuses.

### **Founder, Board Chair**

*Austin Women's Clothing Swap, 2009-2010*

Ran the non-profit on a \$0 budget through by soliciting donations and managing up to 70 volunteers.

## EDUCATION

*University of Texas at Austin*

Bachelor of Arts with Honors, 2010

Women's & Gender Studies and English



# Seattle Women's Commission

## December 2019

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

- 9 City Council-appointed
- 10 Mayor-appointed
- 2 Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Marcia Wright-Soika   | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 2.           | Member         | Abriel Johnny         | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter         | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Sophia Lee            | 7/02/18         | 7/01/20       | 1      | Mayor        |
|    |     |     | 5.           | Member         | Harmony Eichateadt    | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 6.           | Member         | Jennifer Gordon       | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 7.           | Member         | Rebecca Bryant        | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna           | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True              | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse        | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease          | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams      | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich     | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu             | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar         | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones           | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Grace Weil            | 7/02/18         | 7/01/20       | 1      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson      | 7/02/18         | 7/01/20       | 3      | City Council |
| 1  | F   | -   | 19.          | Member         | Whitney Nakamura      | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Yadira Siqueiros      | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Adriana Lasso-Harrier | 9/01/19         | 8/31/20       | 1      | Mayor        |

### SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |         | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 0   | 9     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 0           |
| Council                         | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 1           |
| Comm                            | 0   | 4     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 0           |
| Total                           | 0   | 21    |             |         | 5     | 4                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 1           |

### Key:

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01630, **Version:** 1

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Appointment of Marcia Wright-Soika as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |                                    |  |
|--|------------------------------------|--|
| <b>Appointee Name:</b><br><i>Marcia Wright-Soika</i>   |                                    |  |
| <b>Board/Commission Name:</b><br><i>Seattle Women's Commission</i>   |                                    | <b>Position Title:</b><br><i>Member</i>  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>  |                                    | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Date Appointed:</b><br>7/2/2019 | <b>Term of Position: *</b><br>7/2/2019<br>to<br>7/1/2021<br><br><input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Brighton</i>  | <b>Zip Code:</b><br>98118          | <b>Contact Phone No.:</b>  |
| <p>Marcia has served in development and communications roles for nearly 15 years, starting her career as a journalist and then transitioning to the nonprofit sector. She currently serves as the Regional Director of Philanthropy for Mercy Housing, Inc.'s northwest region, and leads philanthropy and communications efforts to expand affordable housing opportunities in Washington state. Prior to moving to Seattle in 2018 and joining the Mercy Housing Northwest team, she spent more than a decade serving in women and girls' empowerment organizations, first as a program officer at the Chester County Fund for Women and Girls in suburban Philadelphia, and later as the Director of Development and Communications for YWCA Delaware. Her volunteerism has been centered on anti-racist, anti-poverty, women's rights and creating diversity in board rooms, and she's looking forward to furthering that work in her new home city. Marcia earned a Master of Business Administration (MBA) with a concentration in Organizational Leadership from Wilmington University in 2016. She graduated from Pennsylvania State University in 2005 with Bachelor of Arts degrees in Journalism and Women's Studies. She lives in Seattle with her husband, Neil, and their dog.</p> |                                    |  |
| <b>Authorizing Signature (original signature):</b><br>   |                                    | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>  |

# Marcia Wright-Soika, MBA

*Nonprofit Development and Communications Executive*

## EXPERIENCE

### **Mercy Housing, Inc. – national nonprofit affordable housing agency**

Affordable Housing Developer and Owner with Onsite Resident Services Program Model

**2018 to Present**

**Director of Philanthropy for Northwest Region**

#### **Responsibilities & Achievements**

- Increased contributed revenue over 2017 in both individual and event contributions.
- Increased Mercy Housing's profile in the Northwest market through strategic communications plan, securing new media partnerships and proactive outreach to local media outlets.
- Lead department's Racial Equity Plan and ensured goals such as amplifying partnerships with minority-owned businesses were complete.
- Increased number of new donors by 14% since last year.
- Launched new corporate engagement strategy to create new or strengthen philanthropy partnerships for Mercy Housing Northwest, including Seattle Seahawks, Bank of America and BECU.

### **YWCA Delaware, Inc. – statewide organization; Wilmington, DE headquarters**

Social Service Agency – Housing and Community Programs

**2012 to 2017**

**Director of Development and Communications**

#### **Responsibilities & Achievements**

- Secured the capital funding needed to finalize purchase of YWCA's homeless shelter and begin critical repairs, including making the building more energy efficient and secure.
- Generated new business partnerships, strengthened relationships with existing funders and strategized plans to expand and launch new programs, and to achieve and exceed revenue goals.
- Mobilized volunteer committees to support YWCA in achieving agency, program and fundraising targets.
- Led YWCA's major fundraising annual event and planned nearly two dozen special events throughout the year.
- Increased visibility of organization to YWCA's funding partners and prospects and strengthened donor recognition opportunities.
- Developed new tools and reporting systems for team to better track and evaluate its performance against budget and to improve donor communications.
- Created new awards strategy that resulted in cost savings, boosted revenue and more visibility for the agency's programs.
- Created skills-based volunteerism strategy and recruited in-kind partner to overhaul YWCA's 20+ year old database to cloud-based system currently in use.
- Graduated in 2013 from the agency's Leadership Development Program (selected by CEO and Board of Directors). Also completed YWCA's 2012 Mid-Atlantic Region Leadership Academy.

### **Chester County Fund for Women and Girls – West Chester, Pa.**

Grantmaking and Education Women's Foundation

**Development and Programs Associate, 2007 to 2012**

#### **Responsibilities & Achievements**

- Part of team that raised \$3.5 million for 2008 endowment campaign, more than \$500,000 over goal.
- Lead grant writer for foundation and corporate grants. Managed stewardship reports for funders.
- Planned more than two dozen successful events annually during tenure, including fundraisers, educational programs, grants celebrations and conferences. Helped acquire new corporate support each year for the "Making a Difference" Annual Luncheon – primary annual fundraising event.



- Improved the data quality, efficiency and segmenting of the Fund's development database.
- Increased the Fund's media coverage during tenure, and expanded outlets to include newspaper, radio, television and internet publications.
- Project manager for one of the first and most successful girls' grantmaking programs in the country, "By Girls, For Girls." Recognized in 2007 by Association of Fundraising Professionals as "Outstanding Youth in Philanthropy."
- Project manager for Blueprint Report 2010, a comprehensive needs assessment of women and girls in Chester County and the region. This study, the only one of its kind in the region, was conducted in partnership with the West Chester University Center for Social and Economic Policy Research.

### **Times Herald – Norristown, Pa.**

Daily Newspaper

**Staff Reporter – 2005 to 2007**

#### **Responsibilities & Achievements**

- Local school district, government and crime coverage. Localized national trends in education and health.
- Guest columnist.
- Guest speaker on local radio outlets and at local schools; moderator for Norristown Area School District and Norristown Borough's 2005 candidate forums.

## **EDUCATION**

### **Wilmington University – Wilmington, De.**

#### **College of Business – 2013 to 2015**

Master of Business Administration, Organizational Leadership concentration

- Six-time recipient of Delaware Alliance for Nonprofit Advancement course scholarships
- Wilmington University Annual Fund scholarship recipient in 2014 and 2015

### **Penn State University – University Park, Pa.**

#### **College of Communications; College of Liberal Arts – 2001 to 2005**

Bachelor of Arts in Journalism; Bachelor of Arts in Women's Studies; African-American Studies minor certificate

- Teaching Assistant and Research Assistant in Women's Studies department
- Co-published Epistolary Connections: Letters as Pedagogical Tools in the Introductory Women's Studies Course (Feminist Teacher: 2007, Vol. 17 Issue 3)

## **TECHNOLOGY**

Experienced with the following software and applications:

- Salesforce
- Invision Power forum software
- GiftMaker, (fundraising database)
- Resultsplus! (fundraising database)
- Blackbaud (Kintera Sphere software)
- QuarkXPress
- MS Office (Word, Publisher, Excel, Powerpoint, Outlook)

Facebook, Instagram, LinkedIn and Twitter

## Seattle Women's Commission December 2019

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

- 9 City Council-appointed
- 10 Mayor-appointed
- 2 Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name                  | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-----------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Marcia Wright-Soika   | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 2.           | Member         | Abriel Johnny         | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter         | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Sangyoon Sophia Lee   | 7/02/18         | 7/01/20       | 1      | Mayor        |
|    |     |     | 5.           | Member         | Harmony Eichateadt    | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 6.           | Member         | Jennifer Gordon       | 7/02/19         | 7/01/21       | 1      | Mayor        |
|    |     |     | 7.           | Member         | Rebecca Bryant        | 7/02/18         | 7/01/20       | 1      | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna           | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True              | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse        | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease          | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams      | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich     | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu             | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar         | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones           | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Grace Weil            | 7/02/18         | 7/01/20       | 1      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson      | 7/02/18         | 7/01/20       | 3      | City Council |
| 1  | F   | -   | 19.          | Member         | Whitney Nakamura      | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Yadira Siqueiros      | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Adriana Lasso-Harrier | 9/01/19         | 8/31/20       | 1      | Mayor        |

### SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |         | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 0   | 9     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 0           |
| Council                         | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 1           |
| Comm                            | 0   | 4     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 0           |
| Total                           | 0   | 21    |             |         | 5     | 4                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 1           |

### Key:

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 01631, **Version:** 1

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Reappointment of Rhonda Carter as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |                                    |  |
|---|------------------------------------|--|
| <b>Appointee Name:</b><br>Rhonda Carter   |                                    |  |
| <b>Board/Commission Name:</b><br>Seattle Women's Commission   |                                    | <b>Position Title:</b><br>Member   |
| <input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment   |                                    | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                      |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Fill in appointing authority   | <b>Date Appointed:</b><br>7/2/2019 | <b>Term of Position: *</b><br>7/2/2019<br>to<br>7/1/2021<br><br><input type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Columbia City   | <b>Zip Code:</b><br>98118          | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br><p>Rhonda M. Carter serves as Chief of Staff at Sound Transit. A native of the South Puget Sound region, she has returned to the area after 10 years living and working in Washington, D.C., to drive initiatives that will enable Sound Transit to continue to deliver on an ambitious and newly expanded capital program and increase the agency's operating capacity.</p> <p>Prior to joining Sound Transit, Rhonda was Deputy Chief of Staff to Secretary Anthony R. Foxx at the U.S. Department of Transportation. Before that, she was the White House Liaison in the Office of the Secretary at the U.S. Department of Energy, where she advised Secretary Ernest J. Moniz and other senior officials on a wide array of personnel, operations, and management issues. She began her service to President Obama's Administration on January 21, 2009 as an aide in the Office of the White House Counsel, where she worked on judicial nominations, including those of Supreme Court Justices Sonia Sotomayor and Elena Kagan.</p> <p>Earlier in her career, she worked for the Obama-Biden Presidential Transition Team as Assistant to the General Counsel, and at the Center for American Progress, a non-partisan think tank in Washington, D.C., as Special Assistant for Domestic Policy. Rhonda started her career coordinating a federally-funded TRiO program focused on the matriculation of low-income, first-generation students at the University of Washington in Seattle.</p> |                                    |  |
| <b>Authorizing Signature (original signature):</b><br>  |                                    | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle  |

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



# RHONDA CARTER

## PROFESSIONAL EXPERIENCE

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**SOUND TRANSIT** | Seattle, WA  
*Chief of Staff*

August 2016 – Present

- Advise the Chief Executive Officer on strategic and change management goals, and serve as a member of the Executive Leadership Team, the agency's senior-most advisory and decision-making body.
- Coach, direct, and collaborate with executive leaders across the agency to execute on the Chief Executive Officer's direction and decisions, and ensure that his priority objectives are effectively communicated and implemented.
- Facilitate the roll-out and execution of internal agency-wide initiatives, including plans to scale planning, construction and operational procedures.
- Develop and enforce new procedures for administrative functions in the executive office, supervise administrative staff, and ensure smooth operations in support of the Chief Executive Officer's daily activities.

**U.S. DEPARTMENT OF TRANSPORTATION** | Washington, D.C.  
*Deputy Chief of Staff to the Secretary*

November 2015 – August 2016

- Served on Secretary Anthony R. Foxx's executive leadership team covering a broad portfolio, including management, administration, budget, and policy implementation, to help run a Cabinet-level federal agency with over 58,000 employees and an annual budget of approximately \$77 billion.
- Analyzed and advised on potential risks of executive actions based on the known expectations and interests of internal and external stakeholders, including other federal agencies and The White House.
- Directly supervised four administrative support staff, and a six-member scheduling and briefing book team.
- Oversaw and improved internal systems for scheduling, briefing, budget, travel, personnel, and correspondence; and ensure processes and practices are interpreted and applied consistently.

**U.S. DEPARTMENT OF ENERGY** | Washington, D.C.  
*White House Liaison*  
*Deputy White House Liaison*

March 2012 – November 2015  
*November 2013 – November 2015*  
*March 2012 – November 2013*

- Advised Secretary Ernest J. Moniz and other senior agency officials on personnel, organizational and transition planning, and communicated sensitive personnel and management decisions on their behalf.
- Served as an agency representative for the White House Council on Women and Girls Advancing Equity and Empowerment Interagency Working Group, which focused on identifying federal policy solutions to address disparities facing women and girls of color in the U.S.
- Served as primary interface with the White House Office of Presidential Personnel on the identification, selection, and management of approximately 130 Presidential appointees.
- Managed a deputy and special assistant; mentored and confidentially counseled junior, mid-career, and senior Presidential appointees on a diverse range of professional and personal issues.
- Developed strategies and programming for recruitment, retention, and knowledge management for Presidential appointees, and oversaw professional development and social events.
- Reformed the appointee onboarding and separation processes, boosted transparency and consistency in hiring and promotion practices, and improved gender and racial diversity across appointment categories.
- Coordinated closely with the Department's Office of the General Counsel to ensure department-wide compliance with federal mandates, including federal hiring authorities, ethics rules, and restrictions on political activity.

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

|  |   |
|--|---|
| <b>THE WHITE HOUSE</b>   Washington, D.C.<br><i>Special Assistant to the White House Counsel</i><br><i>Executive Assistant to the Deputy White House Counsel</i>   | January 2009 – March 2012<br>June 2010 – March 2012<br>January 2009 – June 2010 |
| <ul style="list-style-type: none"> <li>Developed and managed the stakeholder and press roll-out process for the President’s U.S. Attorney, U.S. Marshal, and over 175 federal and District of Columbia judicial nominations, in coordination with numerous White House offices, the U.S. Department of Justice, and the U.S. Senate.</li> <li>Provided support for the pre-nomination, nomination, and confirmation processes of U.S. Supreme Court Justices Sonia Sotomayor and Elena Kagan.</li> <li>Drafted and edited memoranda to the President and senior White House officials, Congressional oversight correspondence, and press releases.</li> <li>Established office procedures at the outset of the Obama Administration, oversaw operations and scheduling, and managed the paper flow of sensitive and classified materials.</li> <li>Supervised the White House tax vetting process for Senate-confirmed appointments and managed tasking for 12 volunteer vetting attorneys.</li> </ul> |   |
| <b>OBAMA-BIDEN TRANSITION PROJECT</b>   Washington, D.C.<br><i>Assistant to the General Counsel</i>  | November 2008 – January 2009  |
| <b>CENTER FOR AMERICAN PROGRESS (CAP)</b>   Washington, D.C.<br><i>Special Assistant for Domestic Policy</i>   | April 2007 – January 2009   |
| <b>UNIVERSITY OF WASHINGTON</b>   Seattle, WA<br><i>Program Coordinator, TRIO Student Support Services</i>   | August 2002 – October 2006  |

## EDUCATION

|   |                        |
|---|------------------------|
| <b>CLAREMONT McKENNA COLLEGE</b>   Claremont, CA<br><i>Bachelor of Arts, Black Studies</i>                        | August 1998 – May 2002 |
| <b>UNIVERSITY OF WASHINGTON</b>   Seattle, WA<br><i>Graduate Coursework in Quantitative Methods and Economics</i> | June – August 2005     |

## VOLUNTEER & POLITICAL EXPERIENCE

|  |                            |
|--|----------------------------|
| <b>Washington English Center</b>   Washington, D.C.<br><i>English Instructor for Adult English Language Learners (ELL)</i> | September 2009 – June 2016 |
| <b>OBAMA FOR AMERICA</b>   Washington, D.C. and VA<br><i>Canvasser and Volunteer Trainer</i>                               | September – November 2012  |
| <b>2012 DEMOCRATIC NATIONAL CONVENTION</b>   Charlotte, NC<br><i>Surrogate Booking Volunteer</i>                           | September 2012             |

## ADDITIONAL INFORMATION

**CLEARANCE:** Top Secret/SCI (Active 2009 to 2016; currently inactive)  
**FOREIGN LANGUAGES:** Korean—basic knowledge (household language), Spanish—basic knowledge  
**PERSONAL:** Pop culture enthusiast, amateur West Wing historian, musical theater fanatic, former competitive debater

# Seattle Women's Commission

## August 2019

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

- **9** City Council-appointed
- **10** Mayor-appointed
- **2** Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name              | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Vacant            | 7/02/19         | 7/01/21       |        | Mayor        |
|    |     |     | 2.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter     | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
|    |     |     | 5.           | Member         | Vacant            | 7/02/19         | 7/01/21       |        | Mayor        |
|    |     |     | 6.           | Member         | Vacant            | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 7.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna       | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True          | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse    | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease      | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams  | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu         | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar     | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones       | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Vacant            | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson  | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | -   | 19.          | Member         | Vivian Lee        | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Vacant            | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Diana Im          | 9/01/18         | 8/31/19       | 1      | Mayor        |

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |         | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 0   | 3     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 0           |
| Council                         | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 1           |
| Comm                            | 0   | 2     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 0           |
| Total                           | 0   | 13    |             |         | 5     | 4                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 1           |

### Key:

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

*Diversity information is self-identified and is voluntary.*

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



## Legislation Text

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**File #:** Appt 01632, **Version:** 1

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Reappointment of Zoe True as member, Seattle Women's Commission, for a term to July 1, 2021.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

|  |                                    |  |
|--|------------------------------------|--|
| <b>Appointee Name:</b><br>Zoe True   |                                    |  |
| <b>Board/Commission Name:</b><br>Seattle Women's Commission  |                                    | <b>Position Title:</b><br>Member   |
| <input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment  |                                    | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                      |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Fill in appointing authority  | <b>Date Appointed:</b><br>7/2/2019 | <b>Term of Position: *</b><br>7/2/2019<br>to<br>7/1/2021<br><br><input type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Ravenna  | <b>Zip Code:</b><br>98115          | <b>Contact Phone No.:</b>  |
| <b>Background:</b><br>Zoë True's diverse professional portfolio includes experience in global health, nonprofit management, international development, social science research, and political campaigns. She is a senior management consultant with Intentional Futures, where she bridges storytelling and research - untangling complex evidence to surface the larger narrative. Prior to this, Zoë worked at PATH, where she coordinated teams developing maternal vaccines to improve the health of mothers and infants worldwide. She conducted research at the Evans School Policy Analysis and Research group on a broad range of issues including mutual aid groups and trends of smallholder farmers in developing countries. She served in the United States Peace Corps from 2011-2013 where she worked in rural health development focusing on women's health and agriculture in Morocco. Prior to the Peace Corps, Zoë directed development and marketing at an arts education nonprofit, led campaign offices, and was an avid volunteer around civic engagement, political action, animal husbandry, homelessness, arts education, and organic farming. In Seattle she is on the Jubilee Women Center's Associates Board and volunteers for Powerful Voices. She graduated from the Evans School of Public Policy and Governance where she earned her MPA and certificates in nonprofit management and global health. During her time at the Evans School she also founded the Race Action Committee at Evans that brings together students to apply their policy training to issues of racial injustice. Prior to that she earned her MA in Political Science at the California State University, Long Beach. |                                    |  |
| <b>Authorizing Signature (original signature):</b><br>   |                                    | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle  |

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

## ZOË TRUE - MA, MPA

### Summary

Cross-disciplinary team leader and scholar adept at interpreting and communicating complex scientific findings to inform policy. Six years of experience managing diverse teams, committed to identifying and maximizing team members' talents to create collaborative, high quality products that meet the organization's goals. Excited to contribute to an organization that is committed to creative and inclusive approaches to improving our community.

### Education

|   |                        |
|---|------------------------|
| <b>University of Washington, Evans School of Public Affairs</b>   | <b>Seattle,</b>        |
| <b>WA Master of Public Administration, 3.7 GPA</b>  | <b>June</b>            |
| 2015 <i>Certificate in Nonprofit Management: Strategic Planning, Personnel &amp; Financial Management</i> |                        |
| <i>Certificate in Global Health: Cost-Effectiveness Analysis, Policy &amp; Advocacy</i>                   |                        |
| <b>California State University</b>  | <b>Long Beach, CA</b>  |
| <i>Master of Arts, Political Science, 4.0 GPA</i>   | <b>May 2009</b>        |
| Focus Areas: International Development Theory, Policy Authorizing Environment                             |                        |
| <b>University of Missouri, Pierre Laclede Honors College</b>  | <b>Saint Louis, MO</b> |
| <i>Bachelor of Arts, Political Science, Magna cum Laude</i>   | <b>May 2006</b>        |

### Professional Experience Chronology

|  |                                     |
|--|-------------------------------------|
| <b>PATH, Vaccine Access and Delivery Team (PATH)</b>   | <b>Seattle, WA</b>                  |
| Program Coordinator  | August 2015 – Present               |
| <i>Organizing stakeholder collaboration &amp; supporting project management to increase access to vaccines</i> |                                     |
| <b>Evans School Policy Analysis &amp; Research Group (EPAR)   University of Washington</b>                     | <b>Seattle,</b>                     |
| <b>WA Graduate Research Assistant   Administrative Manager</b>   | <b>September 2013 – August 2015</b> |
| <i>Managed, created, and communicated specialized research to inform Gates Foundation decision-making</i>      |                                     |
| <b>Global Washington (GW)</b>  | <b>Seattle, WA</b>                  |
| Membership Visualization Consultant  | June 2014 – September 2014          |
| <i>Enhanced the sense of community by collaboratively designing a virtual membership map &amp; database</i>    |                                     |
| <b>United States Peace Corps (PC)</b>  | <b>Kingdom of Morocco</b>           |
| Rural Health Community Organizer   | March 2011 – May 2013               |
| <i>Used participatory methods to gather &amp; manage local teams to generate health improvement programs</i>   |                                     |
| <b>California Dance Institute (CDI)</b>  | <b>Los Angeles, CA</b>              |
| Development, Marketing, and IT Associate   | December 2008 – September 2010      |
| <i>Assessed organizational needs and led expansion efforts by increasing effectiveness &amp; efficiency</i>    |                                     |
| <b>Obama for America (OfA)</b>   | <b>Los Angeles, CA</b>              |
| Campaign Office Manager  | August 2008 – November 2008         |
| <i>Inspired and trained up to 400 hundred citizens a day to mobilize their political system; won election</i>  |                                     |
| <b>California Clean Money Campaign (CCMC)</b>  | <b>Los Angeles, CA</b>              |
| Contribution & Policy Research Intern  | February 2007 – November 2007       |
| <i>Assessed status quo and used evidence to advocate for the mission and build support network</i>             |                                     |

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

**Grassroots Campaigns, Inc. (GCI)**

Volunteer Manager

*Built political participation by cultivating 500 hundred first-time voter turnout volunteers***Los Angeles, CA & St. Louis, MO**

July 2006 – November 2006

**Technology Skills** *Able to work across Windows and Mac OS X operating systems*

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Microsoft Office: Word, Excel, PowerPoint, Publisher

Statistical Analysis Software: Stata, SPSS

Database Management: Salesforce, eTapestry

Virtual Office tools: GoogleApps, SharePoint

**Management & Organizational Effectiveness**

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- Successfully managed projects in dynamic organizations
  - Implemented project management tools such as timelines, issue trackers, risk registers, and communication plans to enhance team cohesion and project cadence (PATH).
  - Coordinated partners, funders, and international experts for participation in Scientific Advisory Committee meetings with WHO representatives to inform project planning (PATH).
  - Designed, executed, monitored, and evaluated USAID funded health projects (PC).
  - Managed individual donor fundraising and co-authored six winning grants, earning 14% (donors) and 38% (grants) of total operating budget during the financial crisis (CDI).
- Demonstrated success leading and working with diverse groups to produce high quality deliverables
  - Collaborated with local professionals and villagers in Morocco to design and implement health education programs (PC).
  - Managed teams ranging in size from a two-person team that produced a monthly economic report for the Chief Administrative Officer at the Gates Foundation (EPAR) to hundreds of campaign volunteers per day who in turn mobilized hundreds of voters per hour (OfA).
  - Elected as the Health Sector Representative for Gender and Development Committee (PC).
- Created systems to enhance organizational efficiency
  - Created organizational, supervisor, and researcher evaluation systems. Collaborated with team to improve office culture and management based on evaluation results (EPAR).
  - Collectively restructured committee objectives and goals through logic model exercise (PC).
  - Spearheaded transition to virtual office, saving 4% of total worker hours per year and expanded staff access and usage of online platform from 65% to 100% (CDI).
  - Restructured volunteer retention program through staff training on long-term volunteer relationship building techniques. Repeat volunteers increased from five to over 20 through improved volunteer relations and a clear breakdown of tasks (CDI).

**Creative Teaching & Communication**

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- Including visual learners and diverse learning styles
  - Coordinated with contractor to create an interactive map showing the diversity in sector, focus, and geography of the international development community based in Seattle (GW).
  - Created visually based training manual, conference presentation, and educational materials for women's health empowerment workshops focused on family planning and maternal health in communities with very low literacy (PC).
- Training & Teaching through Narrative
  - Established participatory peer health education group by training 20 peer educators to teach health topics in isolated communities using evidence based experiential story telling (PC).

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



- Designed highly successful HIV/AIDS curriculum to teach teens how to communicate health lessons, resulting in 10 student-led health lessons presented to over 600 individuals and won a region-wide HIV/AIDS theater competition (PC).

## Research & Analysis

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- International-Focused Research
  - Health: Conducted a cost-effectiveness analysis of the malaria vaccine in Zambia to inform decision-making around health invention options (academia). Managed team of four performing a systematic review of evidence base on the disease burden of influenza on children under six months old (PATH).
  - Agriculture: Used statistical methods to identify regional differences in agriculture methods of smallholder farmers to inform intervention decisions (EPAR).
  - [Mutual Aid Groups](#): Assessed evidence on self-help groups in health, agriculture, empowerment, and finance using systematic literature review; results informed strategy decisions across the Gates Foundation and program planning in the India Office (EPAR).
  - Environment: Co-authored paper on the relationship between staple crops and the environment, synthesizing field expert opinion with existing literature, identifying gaps in research and assessing the environmental impact of agricultural policy. [Published in Food Security journal](#) (EPAR).
  - International Aid: Assessed the harmonization and coordination of international financial aid [within countries](#) and [across major donors](#) using a systematic literature review. The results informed strategy decisions across the Bill and Melinda Gates Foundation who shared the findings with the Organization for Economic Cooperation and Development (EPAR).
- Domestic-Focused Research
  - Economic Development: Coordinated with team of 60 public sector executives responding to questions from the Federal Reserve on regional economic conditions. Compiled results and wrote report to support board member. Produced 12 monthly reports (EPAR).
  - Campaign Finance: Led research on fundraising in L.A. City Council elections and influence of health care interest groups on legislation, featured in speeches and newsletters (CCMC).

## Service & Leadership

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|  |                        |
|--|------------------------|
| <b>Women in Public Affairs Lean-In Circle</b>  | <b>Seattle, WA</b>     |
| Founding Member & Meeting Facilitator  | 2015-present           |
| <ul style="list-style-type: none"> <li>• Organizing and facilitating monthly sessions to discuss gender issues in the modern professional nonprofit and public sectors.</li> </ul>   |                        |
| <b>Race Action Committee at Evans</b>  | <b>Seattle, WA</b>     |
| Founding Chair   | 2014-2015              |
| <ul style="list-style-type: none"> <li>• Founded student group in solidarity with #BlackLivesMatter; fostered student engagement with diversity conversations and recruited team to write policy report on juvenile justice for King County</li> </ul> |                        |
| <b>Partnership for Community and Diversity</b>   | <b>Seattle, WA</b>     |
| Leadership Team Member   | 2014-2015              |
| <ul style="list-style-type: none"> <li>• Designed and lead a town hall with over 100 attendees, gained community buy-in for a proposal requesting increased diversity at the EvansSchool</li> </ul>  |                        |
| <b>School for the Deaf and Hard of Hearing</b>   | <b>Los Angeles, CA</b> |
| Teaching Artist  | 2009-2010              |
| <ul style="list-style-type: none"> <li>• Taught life and learning skills to at risk deaf and hard of hearing youth through dance</li> </ul>  |                        |

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



# Seattle Women's Commission

## August 2019

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

- **9** City Council-appointed
- **10** Mayor-appointed
- **2** Other Appointing Authority-appointed: Commission-appointed

| *D | **G | RD  | Position No. | Position Title | Name              | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|----------------|-------------------|-----------------|---------------|--------|--------------|
|    |     |     | 1.           | Member         | Vacant            | 7/02/19         | 7/01/21       |        | Mayor        |
|    |     |     | 2.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
| 1  | F   | 2   | 3.           | Member         | Rhonda Carter     | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 4.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
|    |     |     | 5.           | Member         | Vacant            | 7/02/19         | 7/01/21       |        | Mayor        |
|    |     |     | 6.           | Member         | Vacant            | 7/02/19         | 7/01/21       | 2      | Mayor        |
|    |     |     | 7.           | Member         | Vacant            | 7/02/18         | 7/01/20       |        | Mayor        |
| 1  | F   | 7   | 8.           | Member         | Diya Khanna       | 7/02/18         | 7/01/20       | 1      | Commission   |
| 6  | F   | 4   | 9.           | Member         | Zoe True          | 7/02/19         | 7/01/21       | 2      | Mayor        |
| 9  | F   | 7   | 10.          | Member         | Idabelle Fosse    | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | 3   | 11.          | Member         | K. Min Pease      | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | N/A | 12.          | Member         | Jamilah Williams  | 7/02/19         | 7/01/21       | 2      | City Council |
| -  | -   | 5   | 13.          | Member         | Xochitl Maykovich | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 1   | 14.          | Member         | Tana Yasu         | 7/02/18         | 7/01/20       | 2      | City Council |
| 8  | F   | 5   | 15.          | Member         | Darya Farivar     | 7/02/19         | 7/01/21       | 2      | City Council |
| 2  | F   | 3   | 16.          | Member         | Rokea Jones       | 7/02/19         | 7/01/21       | 2      | City Council |
|    |     |     | 17.          | Member         | Vacant            | 7/02/18         | 7/01/20       | 2      | City Council |
| 2  | F   | 2   | 18.          | Member         | Lakeisha Jackson  | 7/02/18         | 7/01/20       | 2      | City Council |
| 1  | F   | -   | 19.          | Member         | Vivian Lee        | 7/02/18         | 7/01/20       | 1      | Commission   |
|    |     |     | 20.          | Member         | Vacant            | 7/02/19         | 7/01/21       | 1      | Commission   |
| 1  | F   | 3   | 21.          | Get Engaged    | Diana Im          | 9/01/18         | 8/31/19       | 1      | Mayor        |

### SELF-IDENTIFIED DIVERSITY CHART

| SELF-IDENTIFIED DIVERSITY CHART |     |       |             |         | (1)   | (2)                           | (3)                 | (4)                                     | (5)   | (6)                            | (7)                 | (8)               | (9)         |
|---------------------------------|-----|-------|-------------|---------|-------|-------------------------------|---------------------|---|-------|--------------------------------|---------------------|-------------------|-------------|
|                                 | Men | Women | Transgender | Unknown | Asian | Black/<br>African<br>American | Hispanic/<br>Latino | American<br>Indian/<br>Alaska<br>Native | Other | Caucasian/<br>Non-<br>Hispanic | Pacific<br>Islander | Middle<br>Eastern | Multiracial |
| Mayor                           | 0   | 3     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 0           |
| Council                         | 0   | 8     |             |         | 1     | 4                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 1           |
| Comm                            | 0   | 2     |             |         | 2     | 0                             | 0                   | 0                                       | 0     | 0                              | 0                   | 0                 | 0           |
| Total                           | 0   | 13    |             |         | 5     | 4                             | 0                   | 0                                       | 0     | 1                              | 0                   | 0                 | 1           |

### Key:

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

*Diversity information is self-identified and is voluntary.*

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



## Legislation Text

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**File #:** CB 119879, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the operation and maintenance of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Seattle Information Technology Department to execute for and on behalf of The City of Seattle an interlocal agreement between The City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila for the purpose of creating a non-profit corporation, as provided under RCW 39.34.030, to own, operate, and maintain the regional emergency radio communication system that is being installed and developed under a separate interlocal agreement authorized by Ordinance 124685.

WHEREAS, The City of Seattle owns, operates, and maintains its existing emergency radio communication system in cooperation with other jurisdictions within King County under the Emergency Radio Communication System Interlocal Cooperation Agreement authorized by Ordinance 116797; and

WHEREAS, the existing countywide radio system is more than 20 years old and unsupported by the supplier of the system's equipment, software, and repairs; and

WHEREAS, elected officials and representatives from The City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila (the "Parties") have been working collaboratively since 2012 to procure and implement a new emergency radio communication system, referred to as the "Puget Sound Emergency Radio Network System" or "PSERN System;" and

WHEREAS, the Parties entered into the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, authorized by Ordinance 124685, that designates King County as the lead agency for planning, financing, procuring, and implementing the PSERN System and establishes a

Joint Board to oversee implementation; and

WHEREAS, the Parties also entered into a Memorandum of Agreement Regarding Future Operation of the Puget Sound Emergency Radio Network, authorized by Ordinance 124687, that formalized commitment to negotiating an agreement to create a non-profit corporation under RCW 39.34.030 that will operate and maintain the future regional emergency radio communication system; and

WHEREAS, the electorate of King County approved a measure to fund implementation of the PSERN System in April 2015; and

WHEREAS, implementation of the PSERN System is progressing, with full system acceptance expected in 2023; and

WHEREAS, the Parties have negotiated a separate agreement titled the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement (“Agreement”) that creates a new separate government agency (the “PSERN Operator”) under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under chapter 24.06 RCW; and

WHEREAS, the Agreement provides that the PSERN Operator will assume ownership and control of the PSERN System following full system acceptance, establishes a Board of Directors and governance for the PSERN Operator, and establishes terms by which the PSERN Operator will own, manage, operate, and maintain the PSERN System throughout its useful life; and

WHEREAS, pursuant to chapter 39.34 RCW, the Interlocal Corporation Act, any two or more public agencies may enter into agreements with one another for joint or cooperative action, provided that the agreements are authorized by their governing bodies; NOW, THEREFORE,

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

Section 1. The Chief Technology Officer of the Seattle Information Technology Department (CTO), or the CTO’s designee, is authorized to execute for and on behalf of The City of Seattle an interlocal agreement substantially in the form of the Puget Sound Emergency Radio Network Operator Interlocal Cooperation

Agreement by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, attached to this ordinance as Attachment 1, with such minor additions, deletions, or modifications as the CTO deems necessary or advisable in order to carry out the intent of this ordinance.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

Attachments:

Attachment 1 - Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement

## **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT**

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to chapter 39.34 RCW (the “Interlocal Cooperation Act”) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a “Party” and collectively, the “Parties”).

### **RECITALS**

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system’s equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the “PSERN Operator” and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and

covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

## **1.0 RULES OF CONSTRUCTION AND DEFINITIONS**

### **1.1 Rules of Construction**

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral genders (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by King County, the due date shall be deemed to be the next Business Day.

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.10 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

## 1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).



1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

## **2.0 DURATION OF AGREEMENT**

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

## **3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES**

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the "Puget Sound Emergency Radio Network Operator". The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a "joint board" within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party's financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the

PSERN System during the Operations Period and all related incidental radio communications functions.

#### **4.0 BOARD OF DIRECTORS**

##### **4.1 Creation of Board of Directors**

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The Board's composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

##### **4.2 Composition of the Board of Directors**

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board

of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

#### 4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend

through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

#### 4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;
- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an “at will” employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;

- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

#### 4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors to cooperate with the mediator in good faith, including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Board of Directors to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

#### 5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to



create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

## **6.0 EXECUTIVE DIRECTOR**

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

### **6.1 Executive Director Duties**

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;

- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

## 6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

## 7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

## 8.0 PSERN OPERATOR EMPLOYMENT

### 8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

### 8.2. Employment of Current Regular Employees

#### 8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA (“Qualified Employees”). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

#### 8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a “Transferring Employee.” The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

#### 8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an “Agency Employee.” The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

#### 8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

### 8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

### 8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

## 9.0 Service Level Requirements

### 9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

## 9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

## 10.0 RESERVED

## 11.0 WITHDRAWAL AND REMOVAL

### 11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

### 11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

## 11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

## 12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the

affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

### **13.0 LEGAL RELATIONS**

#### **13.1 Employees and No Third Party Beneficiaries**

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

#### **13.2 Indemnification.**

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each

of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

### 13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

## 14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

## 15.0 GENERAL

### 15.1 RESERVED

### 15.2 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.



### 15.3 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

### 15.4 Compliance with Laws

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

### 15.5 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

### 15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

### 15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

### 15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

## 15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

## 15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

## 15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

## 15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

## 15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.

- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

#### 15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

#### 15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

#### 15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

#### 15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be

invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

#### 15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

|               |                      |
|---------------|----------------------|
| Section 13    | Legal Relations      |
| Section 14    | Public Records       |
| Section 15.16 | Choice of Law; Venue |

#### 15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

#### 15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

**KING COUNTY**

**CITY OF AUBURN**

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**CITY OF BELLEVUE**

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF ISSAQUAH**

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF FEDERAL WAY**

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF KENT**

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF REDMOND**

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF RENTON**

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF SEATTLE**

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF TUKWILA**

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## **Exhibit A**

### **Cost Allocation Model**

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

#### Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = \frac{[83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

$Y = \frac{[17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

#### Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

#### Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

**END OF EXHIBIT A.**

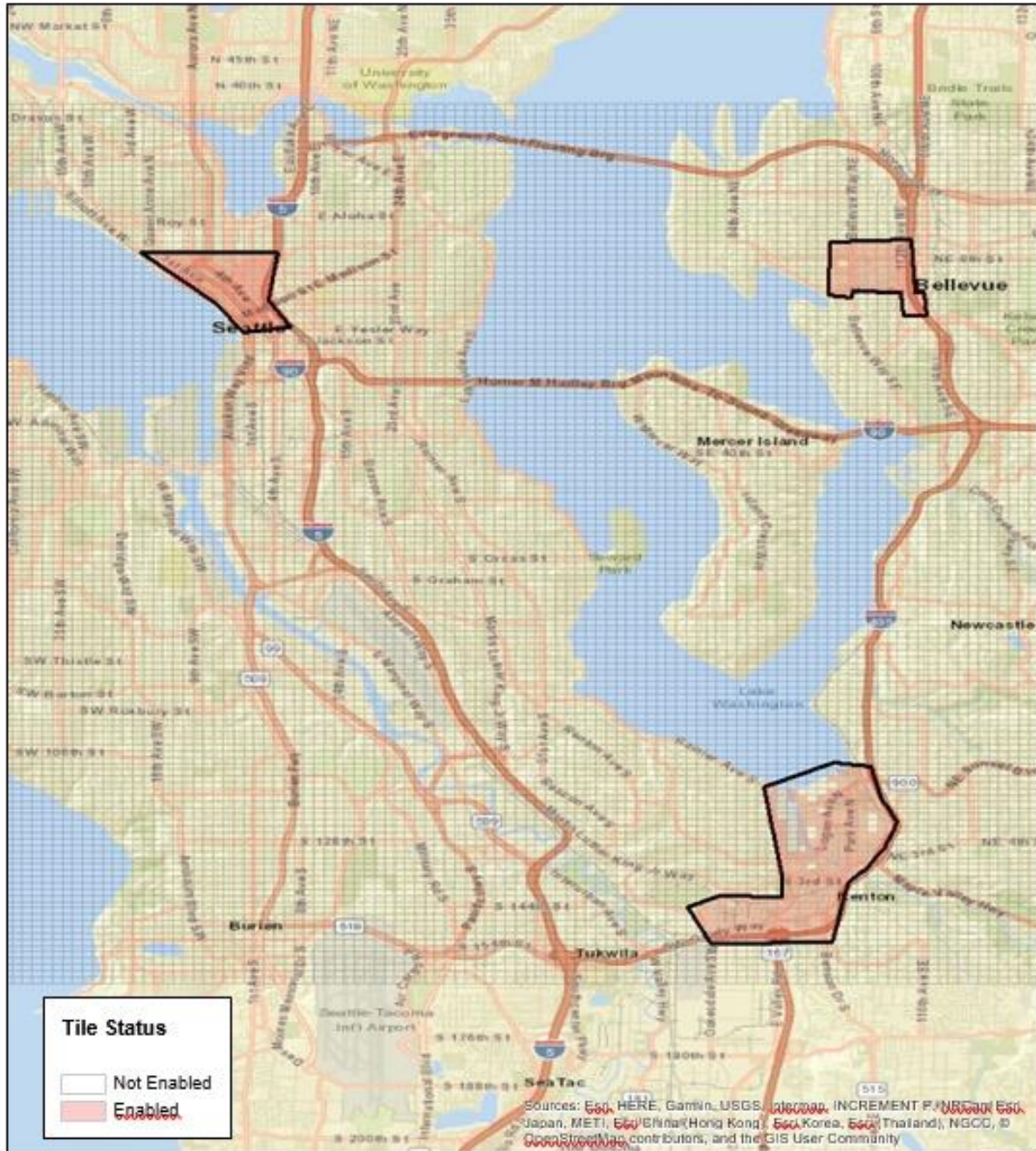


## Exhibit B

### Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network  
May 17, 2019



0 1 2 Miles

Portable CATP Grid: 0.1 mile x 0.1 mile  
430 Tiles Enabled (50.1% inside S.A.)

PSERN 2018  
PSERN 2018 Baseline  
TBDH48  
TBDH48-ZBK15G3

Motorola Solutions Confidential Restricted

Pricing 7-1



## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b>      | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|-------------------------|-----------------------------|---------------------------|
| Seattle Fire Department | Karen Grove/206-386-1451    | William Chen/206-233-7274 |

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to the operation and maintenance of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Seattle Information Technology Department to execute for and on behalf of The City of Seattle an interlocal agreement between The City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila for the purpose of creating a non-profit corporation, as provided under RCW 39.34.030, to own, operate, and maintain the regional emergency radio communication system that is being installed and developed under a separate interlocal agreement authorized by Ordinance 124685.

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

The King County 800 MHz radio system used by police, fire, and general government agencies is more than 20 years old and is unsupported by the manufacturer. It is jointly owned by four agencies: Seattle, King County, Eastside Public Safety Communications Agency (EPSCA, a consortium of five eastside cities) and Valley Communications Center (ValleyCom, a consortium of five south county cities).

The Puget Sound Emergency Radio Network (PSERN) project is implementing a new 800 MHz radio system to replace the legacy system. The PSERN system will include 60 radio transmitter sites and approximately 18,000 end user radios, and it will serve all major populated areas and highways in King County. The \$283M project is funded by a property tax levy approved by King County voters in April 2015. Implementation is expected to be complete in 2023.

Project governance is defined in an interlocal agreement, referred to as the “PSERN Implementation ILA,” between Seattle, King County, the EPSCA cities, and the ValleyCom cities. King County is the lead agency for implementation and manages the contract with the prime contractor. Seattle has one of four voting seats on the Joint Board governing the project and is represented by Seattle Fire Chief Scoggins.

When implementation is complete (in 2023), all assets and responsibility for operating and maintaining the PSERN system will transfer to a new government agency organized as a non-profit corporation that will own and manage the system going forward. The project partners developed a second interlocal agreement, referred to as the “PSERN Operator ILA,” to create this new non-profit corporation (the “PSERN Operator”) and establish terms for

governance and operations. The purpose of this legislation is to authorize execution of the PSERN Operator ILA.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

After implementation is complete (in 2023), Seattle will be able to decommission its portion of the legacy King County 800 MHz radio system. Seattle IT will make budget adjustments as part of the 2023-2024 budget process to reflect that change.

Starting at that same time, Seattle IT will no longer determine radio rates for City departments. Instead, radio rates will be set by the PSERN Operator (the formula for computing first-year rates is included in the PSERN Operator ILA). Initial PSERN radio rates are expected to be comparable to Seattle IT radio rates. Seattle IT will make budget adjustments as part of the 2023-2024 budget process to reflect this change.

Going forward, Seattle will have one of four voting seats on the Board of Directors and be able to influence PSERN Operator budget and rates.

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

Not implementing this legislation could create conflict with partner agencies and/or result in the loss of a voting seat on the Board of Directors.

All parties to the PSERN Implementation ILA committed, via a Memorandum of Agreement, to negotiating an agreement to create a non-profit corporation to operate and maintain the PSERN system. The PSERN Operator ILA is the result of that commitment. The current PSERN Operator ILA gives Seattle a voting seat on the Board of Directors and it is in the City's interest to retain that.

## 4. OTHER IMPLICATIONS

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

Seattle IT will be lead for execution of the PSERN Operator ILA after approval.

**b. Is a public hearing required for this legislation?**

No

- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No

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

No

- e. Does this legislation affect a piece of property?**

No

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

Not applicable

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

Not applicable

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 119883, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); revising project allocations for the Madison BRT - RapidRide G Line project and certain other projects in Ordinance 126000 into the 2020-2025 Adopted CIP; and ratifying and confirming certain prior acts.

WHEREAS, the Madison BRT-RapidRide G Line project is identified as a priority project in The City of Seattle's ("City") 2012 Transit Master Plan and the Seattle Department of Transportation's (SDOT) 2015 Move Seattle 10-Year Strategic Vision for Transportation, and includes committed funding from the 2015 voter-approved Levy to Move Seattle and regional voter-approved Sound Transit 3 program; and

WHEREAS, the City has made substantial progress in a years-long effort to meet requirements for \$59.9 million in "Small Starts" Capital Investment Grants Program funds from the Federal Transit Administration (FTA), and the FTA's consultant has recommended that SDOT is ready to enter into a Small Starts Grant Agreement once it completes certain actions to increase the project cost and local funding commitment by \$12.2 million over the 2020 adopted Capital Improvement Program (CIP); and

WHEREAS, \$7.282 million of the additional funding is included in a pending Memorandum of Agreement (MOA) with Sound Transit; and

WHEREAS, the City must commit to the remaining \$4.918 million in additional local funding before moving forward on a Small Starts Funding Agreement; and

WHEREAS, the \$4.918 million is available from Levy to Move Seattle revenues in the form of project savings

of \$4 million from the Lander St. Bridge project, and \$918,000 from funding previously allocated to the currently deferred Fauntleroy Green Boulevard project; and

WHEREAS, the City must meet this condition by September 2020 in order to secure the Small Starts

Agreement by the end of 2020 so the project can commence construction in the spring of 2021; and

WHEREAS, further delays in securing the Small Starts Grant Agreement could lead to increased costs due to inflation and requirements for additional contingency funds by FTA; and

WHEREAS, the Madison BRT-RapidRide G Line project is critical for the City to not only meet its

commitment to Seattle and regional voters but to also provide family-wage construction jobs and related economic benefits in a critical phase of post-Covid-19 economic recovery; and

WHEREAS, this ordinance does not create new appropriations in 2020 or 2021, nor substantively change the 2020-2025 Adopted CIP; NOW, THEREFORE,

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

Section 1. The project pages in Attachment A to this ordinance incorporate Capital Improvement Program (CIP) fund and resource allocation adjustments necessary to increase the contingency for the Madison BRT-RapidRide G Line project (BC-TR-19003) to meet eligibility requirements for the “Small Starts” Capital Investment Grants Program funds from the FTA. The reallocated project pages, as presented in the attachment, substitute the project pages in the 2020-2025 Adopted CIP with the corresponding CIP Project Numbers.

Section 2. Any action taken consistent with the authority of this ordinance, taken after its passage but prior to its effective date, is ratified, approved and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by  
me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

Attachments:

Attachment A - Capital Improvement Program (CIP) Project Page Substitutes



## Fauntleroy Way SW Boulevard

|                               |                                 |                               |  |
|-------------------------------|---------------------------------|-------------------------------|--|
| <b>Project No:</b>            | MC-TR-C046                      | <b>BSL Code:</b>              | BC-TR-19003                                |
| <b>Project Type:</b>          | Discrete                        | <b>BSL Name:</b>              | Mobility-Capital                           |
| <b>Project Category:</b>      | Improved Facility               | <b>Location:</b>              | Fauntleroy WAY SW/35th AVE SW/SW Alaska ST |
| <b>Current Project Stage:</b> | Stage 3 - Design                | <b>Council District:</b>      | Council District 1                         |
| <b>Start/End Date:</b>        | 2012 - 2022                     | <b>Neighborhood District:</b> | Southwest                                  |
| <b>Total Project Cost:</b>    | <del>\$17,954</del><br>\$17,037 | <b>Urban Village:</b>         | West Seattle Junction                      |

This project transforms Fauntleroy Way SW into a boulevard. The project elements include: a planted median, signature lighting fixtures, a protected bicycle facility, a pedestrian zone with sidewalks and planting areas including street trees, pedestrian lighting, potential stormwater infrastructure and art, as well as safety improvements for crossing movements for all modes. These safety improvements include bicycle and pedestrian crossings, signals, reconfigured intersections and bulbs, and pavement improvements. This project is on-hold pending Sound Transit decision on the West Seattle Extension alignment and does not have an expected Completion Date as a result.

| Resources                                      | LTD<br>Actuals | 2019<br>Revised | 2020     | 2021         | 2022                                | 2023     | 2024     | 2025     | Total                               |
|--|----------------|-----------------|----------|--------------|-------------------------------------|----------|----------|----------|-------------------------------------|
| Commercial Parking Tax                         | 168            | 31              | -        | -            | -                                   | -        | -        | -        | 200                                 |
| Real Estate Excise Tax I                       | 71             | -               | -        | -            | -                                   | -        | -        | -        | 71                                  |
| Real Estate Excise Tax II                      | 1,433          | -               | -        | -            | -                                   | -        | -        | -        | 1,433                               |
| Rubble Yard Proceeds                           | 250            | -               | -        | -            | -                                   | -        | -        | -        | 250                                 |
| Transportation Move Seattle<br>Levy - Lid Lift | 847            | 1,209           | -        | 3,000        | <del>40,945</del><br>10,028         | -        | -        | -        | <del>46,000</del><br>15,084         |
| <b>Total:</b>                                  | <b>2,769</b>   | <b>1,240</b>    | <b>-</b> | <b>3,000</b> | <b><del>40,945</del><br/>10,028</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b><del>47,954</del><br/>17,038</b> |

| Fund Appropriations /<br>Allocations <sup>1</sup> | LTD<br>Actuals | 2019<br>Revised | 2020     | 2021         | 2022                                | 2023     | 2024     | 2025     | Total                               |
|---|----------------|-----------------|----------|--------------|-------------------------------------|----------|----------|----------|-------------------------------------|
| Move Seattle Levy Fund                            | 847            | 1,209           | -        | 3,000        | <del>40,945</del><br>10,028         | -        | -        | -        | <del>46,000</del><br>15,084         |
| REET I Capital Fund                               | 71             | -               | -        | -            | -                                   | -        | -        | -        | 71                                  |
| REET II Capital Fund                              | 1,433          | -               | -        | -            | -                                   | -        | -        | -        | 1,433                               |
| Transportation Fund                               | 418            | 31              | -        | -            | -                                   | -        | -        | -        | 450                                 |
| <b>Total:</b>                                     | <b>2,769</b>   | <b>1,240</b>    | <b>-</b> | <b>3,000</b> | <b><del>40,945</del><br/>10,028</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b><del>47,954</del><br/>17,038</b> |

**O&M Impacts:** Not applicable - project is on hold.

<sup>1</sup>Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars

## S Lander St. Grade Separation

|                               |  |                               |                                 |
|-------------------------------|--|-------------------------------|---------------------------------|
| <b>Project No:</b>            | MC-TR-C028                             | <b>BSL Code:</b>              | BC-TR-19003                     |
| <b>Project Type:</b>          | Discrete                               | <b>BSL Name:</b>              | Mobility-Capital                |
| <b>Project Category:</b>      | New Facility                           | <b>Location:</b>              | S Lander St/1st Ave S/4th Ave S |
| <b>Current Project Stage:</b> | Stage 5 - Construction                 | <b>Council District:</b>      | Council District 2              |
| <b>Start/End Date:</b>        | 2001 - 2020                            | <b>Neighborhood District:</b> | Greater Duwamish                |
| <b>Total Project Cost:</b>    | <del>\$96,224</del><br><u>\$92,226</u> | <b>Urban Village:</b>         | Not in an Urban Village         |

This project constructs a grade separation of the S Lander St. roadway and the Burlington Northern mainline railroad tracks between First Avenue S and Fourth Avenue S.

| Resources                                   | LTD<br>Actuals | 2019<br>Revised | 2020          | 2021                                      | 2022     | 2023     | 2024     | 2025     | Total                                      |
|---|----------------|-----------------|---------------|---|----------|----------|----------|----------|--|
| City Light Fund Revenues                    | 53             | 322             | -             | -   | -        | -        | -        | -        | 375  |
| Drainage and Wastewater Rates               | 757            | 28              | -             | -   | -        | -        | -        | -        | 785  |
| Federal Grant Funds                         | 8,207          | 18,287          | 26,404        | 4,596                                     | -        | -        | -        | -        | 57,494                                     |
| King County Funds                           | 157            | 543             | 200           | -   | -        | -        | -        | -        | 900  |
| LTGO Bond Proceeds                          | 3,630          | 633             | -             | -   | -        | -        | -        | -        | 4,263                                      |
| Parking Garage Disposition Proceeds         | 2,200          | -               | -             | -   | -        | -        | -        | -        | 2,200                                      |
| Partnership - WSDOT                         | -              | 218             | -             | -   | -        | -        | -        | -        | 218  |
| Port of Seattle Funds                       | 497            | 3,849           | -             | -   | -        | -        | -        | -        | 4,347                                      |
| Private Funding/Donations                   | 220            | 414             | 707           | 161                                       | -        | -        | -        | -        | 1,502                                      |
| Real Estate Excise Tax II                   | 927            | 587             | 95            | -   | -        | -        | -        | -        | 1,609                                      |
| State Gas Taxes - City Street Fund          | 185            | -               | -             | -   | -        | -        | -        | -        | 185  |
| State Grant Funds                           | 2,497          | 2,196           | 2,024         | 416                                       | -        | -        | -        | -        | 7,132                                      |
| Transportation Move Seattle Levy - Lid Lift | 3,242          | 2,427           | -             | <del>8,792</del><br><u>4,792</u>          | -        | -        | -        | -        | <del>14,460</del><br><u>10,461</u>         |
| Vehicle Licensing Fees                      | 35             | -               | -             | -   | -        | -        | -        | -        | 35   |
| Water Rates                                 | 145            | 575             | -             | -   | -        | -        | -        | -        | 720  |
| <b>Total:</b>                               | <b>22,752</b>  | <b>30,078</b>   | <b>29,429</b> | <b><del>13,965</del><br/><u>9,965</u></b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b><del>96,225</del><br/><u>92,226</u></b> |

| Fund Appropriations / Allocations <sup>1</sup> | LTD<br>Actuals | 2019<br>Revised | 2020          | 2021                                      | 2022     | 2023     | 2024     | 2025     | Total                                      |
|--|----------------|-----------------|---------------|---|----------|----------|----------|----------|--|
| 2008 Multipurpose LTGO Bond Fund               | 2,213          | -               | -             | -   | -        | -        | -        | -        | 2,213                                      |
| 2016 Multipurpose LTGO Bond Fund               | -              | 1,000           | -             | -   | -        | -        | -        | -        | 1,000                                      |
| 2017 LTGO Taxable Bond Fund                    | -              | 86              | -             | -   | -        | -        | -        | -        | 86   |
| 2017 Multipurpose LTGO Bond Fund               | 203            | 761             | -             | -   | -        | -        | -        | -        | 964  |
| Garage Disposition Proceeds                    | 2,200          | -               | -             | -   | -        | -        | -        | -        | 2,200                                      |
| Move Seattle Levy Fund                         | 3,242          | 2,427           | -             | <del>8,792</del><br><u>4,792</u>          | -        | -        | -        | -        | <del>14,460</del><br><u>10,461</u>         |
| REET II Capital Fund                           | 927            | 587             | 95            | -   | -        | -        | -        | -        | 1,609                                      |
| Transportation Benefit District Fund           | 35             | -               | -             | -   | -        | -        | -        | -        | 35   |
| Transportation Fund                            | 13,932         | 25,218          | 29,334        | 5,174                                     | -        | -        | -        | -        | 73,658                                     |
| <b>Total:</b>                                  | <b>22,752</b>  | <b>30,078</b>   | <b>29,429</b> | <b><del>13,965</del><br/><u>9,965</u></b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b><del>96,225</del><br/><u>92,226</u></b> |

<sup>1</sup>Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars

## Madison BRT - RapidRide G Line

|                               |  |                               |  |
|-------------------------------|--|-------------------------------|--|
| <b>Project No:</b>            | MC-TR-C051                               | <b>BSL Code:</b>              | BC-TR-19003  |
| <b>Project Type:</b>          | Discrete                                 | <b>BSL Name:</b>              | Mobility-Capital                                   |
| <b>Project Category:</b>      | New Facility                             | <b>Location:</b>              | Madison ST/Alaskan Way/Martin Luther King Junior W |
| <b>Current Project Stage:</b> | Stage 3 - Design                         | <b>Council District:</b>      | Council District 3                                 |
| <b>Start/End Date:</b>        | 2013 - 2024                              | <b>Neighborhood District:</b> | Multiple   |
| <b>Total Project Cost:</b>    | <del>\$421,497</del><br><u>\$134,728</u> | <b>Urban Village:</b>         | Multiple   |

This project will include concept design and environmental review of high-capacity transit and multimodal improvements in the Madison corridor between Alaskan Way and Martin Luther King Jr. Way, connecting the Central Area with the First Hill, Downtown, and Waterfront neighborhoods. The project is identified as a priority in the Transit Master Plan. The purpose is to improve transit capacity, travel time, reliability, connectivity, comfort, visibility, and legibility in the Madison corridor.

Note: The project title is changing from "Madison Street Bus Rapid Transit" to "Madison BRT - RapidRide G Line"

| Resources                                      | LTD<br>Actuals | 2019<br>Revised | 2020          | 2021   | 2022   | 2023                                       | 2024                                       | 2025 | Total   |
|--|----------------|-----------------|---------------|--|--|--|--|------|---|
| City Light Fund Revenues                       | -              | 275             | -             | -  | -  | -  | -  | -    | 275   |
| Drainage and Wastewater Rates                  | 256            | 62              | -             | -  | -  | -  | -  | -    | 318   |
| Federal Grant Funds                            | 1,672          | 7,988           | 19,660        | <del>0</del><br><u>40,241</u>                    | <del>0</del><br><u>2,544</u>                     | -  | -  | -    | <del>29,320</del><br><u>72,105</u>                |
| Interdepartmental Transfer                     | 9              | -               | -             | -  | -  | -  | -  | -    | 9   |
| King County Funds                              | -              | -               | 1,939         | 1,524  | -  | -  | -  | -    | 3,463   |
| Misc Future Revenue/Grants                     | -              | -               | -             | -  | -  | -  | -  | -    | -   |
| Real Estate Excise Tax II                      | 150            | -               | -             | -  | -  | -  | -  | -    | 150   |
| Sound Transit Funds                            | -              | -               | 8,225         | 7,287  | 12,988   | <del>0</del><br><u>6,282</u>               | <del>0</del><br><u>1,000</u>               | -    | <del>28,500</del><br><u>35,782</u>                |
| Transportation Funding Package - Lid Lift      | 1,710          | -               | -             | -  | -  | -  | -  | -    | 1,710   |
| Transportation Move Seattle Levy - Lid Lift    | 8,527          | 1,672           | -             | 2,300  | 2,500  | -  | <del>0</del><br><u>4,917</u>               | -    | <del>14,999</del><br><u>19,916</u>                |
| Vehicle Licensing Fees                         | 1,000          | -               | -             | -  | -  | -  | -  | -    | 1,000   |
| <b>Total:</b>                                  | <b>13,325</b>  | <b>9,996</b>    | <b>29,824</b> | <del><b>11,110</b></del><br><u><b>51,352</b></u> | <del><b>15,488</b></del><br><u><b>18,032</b></u> | <del><b>0</b></del><br><u><b>6,282</b></u> | <del><b>0</b></del><br><u><b>5,917</b></u> | -    | <del><b>79,744</b></del><br><u><b>134,728</b></u> |
| Fund Appropriations / Allocations <sup>1</sup> | LTD<br>Actuals | 2019<br>Revised | 2020          | 2021   | 2022   | 2023                                       | 2024                                       | 2025 | Total   |
| Bridging The Gap Levy Fund                     | 1,710          | -               | -             | -  | -  | -  | -  | -    | 1,710   |
| Move Seattle Levy Fund                         | 8,527          | 1,672           | -             | 2,300  | 2,500  | -  | -  | -    | 14,999  |
| REET II Capital Fund                           | 150            | -               | -             | -  | -  | -  | -  | -    | 150   |
| Transportation Benefit District Fund           | 1,000          | -               | -             | -  | -  | -  | -  | -    | 1,000   |
| Transportation Fund                            | 1,938          | 8,324           | 29,824        | <del>8,810</del><br><u>49,052</u>                | <del>12,988</del><br><u>15,532</u>               | <del>0</del><br><u>6,282</u>               | <del>0</del><br><u>5,917</u>               | -    | <del>61,885</del><br><u>116,869</u>               |
| <b>Total:</b>                                  | <b>13,325</b>  | <b>9,996</b>    | <b>29,824</b> | <del><b>11,110</b></del><br><u><b>51,352</b></u> | <del><b>15,488</b></del><br><u><b>18,032</b></u> | <del><b>0</b></del><br><u><b>6,282</b></u> | <del><b>0</b></del><br><u><b>5,917</b></u> | -    | <del><b>79,744</b></del><br><u><b>134,728</b></u> |

**O&M Impacts:** SDOT has individual project budgets for the maintenance of painted markings, signage, signals, bridges and roadway structures, urban forestry, and sidewalks and pavement; these budgets are constrained by the availability of transportation specific and general funds. The SDOT Asset Management website (<https://www.seattle.gov/transportation/about-sdot/asset-management>) provides unconstrained operational cost forecasting by asset type, typical lifecycle and average maintenance cost ranges.

**O&M Impacts:** This new asset will require additional O&M support. The annual estimate will be provided in the 2021 budget process.

## SUMMARY and FISCAL NOTE\*

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>     |
|--------------------|-----------------------------|-------------------------------|
| SDOT               | Scott Clarke/206.850.2686   | Aaron Blumenthal/206.233.2656 |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); revising project allocations for the Madison BRT – RapidRide G Line project and certain other projects in Ordinance 126000 into the 2020-2025 Adopted CIP; and ratifying and confirming certain prior acts.

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

SDOT is pursuing nearly \$60 million in Small Starts funding under the Federal Transit Administration’s (FTA) Capital Investment Grant program for the Madison BRT – RapidRide G Line project (BC-TR-19003). This legislation is required to revise the amount in the project CIP, consistent with a consultant led review of the project’s scope, schedule, and risk. Such a review is required of all Small Starts applications.

The FTA consultant recommended the City allocate additional contingency to cover unexpected events or circumstances that could arise during construction. The project cost has increased due to added time for the FTA review and a revised construction schedule. The consultant also recommended including additional time in the construction schedule as a buffer for unexpected events. The legislation increases total project cost from \$121.497 million to \$134.728 million to account for additional Small Start contingency and inflation to account for the extended schedule. The legislation reallocates \$3.999 million in cost savings from the Lander St Bridge project, along with \$916,000 that had previously been allocated to the Fauntleroy Green Boulevard project, which was paused in 2018 pending Sound Transit decisions regarding the alignment of the West Seattle light rail extension, and will remain paused while the City addresses the unplanned closure of the West Seattle High-rise Bridge and the citywide budget impacts of the COVID-19 pandemic. The remaining \$7.282 million is written into the Memorandum of Agreement with Sound Transit. In order to keep the project moving through the remaining steps of the FTA Small Starts process and commence construction by mid-2021, SDOT is seeking approval of both the Sound Transit MOA and this legislation in September.

The source of funds for the project are as follows:

| <b>Funding Source (\$'s in Thousands)</b> | <b>Assumptions in 2020 CIP</b> | <b>As Amended</b> |
|---|--------------------------------|-------------------|
| Move Seattle                              | \$14,999                       | \$19,916          |
| Other City Transportation Funds           | \$2,869                        | \$2,869           |
| SCL/SPU Utility Funds                     | \$593                          | \$593             |

|                               |                  |                  |
|-------------------------------|------------------|------------------|
| King County                   | \$3,463          | \$3,463          |
| State – Connecting Washington | \$1,513          | \$2,545          |
| Sound Transit (ST3)           | \$28,500         | \$35,782         |
| FTA Small Starts              | \$59,900         | \$59,900         |
| FTA CMAQ                      | \$9,660          | \$9,660          |
| <b>Total</b>                  | <b>\$121,497</b> | <b>\$134,728</b> |

The use of funds on the project are as follows:

| <b>Use of Funds (\$'s in Thousands)</b> | <b>As Amended</b> |
|---|-------------------|
| Design                                  | \$16,845          |
| Right-of-way                            | \$1,507           |
| Construction                            | \$92,035          |
| Vehicles                                | \$3,503           |
| Unallocated Contingency                 | \$9,494           |
| <b>Small Starts Project Total</b>       | <b>\$133,384</b>  |
| Budget Authority for reimbursables:     |                   |
| SPU design                              | \$275             |
| SCL design                              | \$318             |
| SDOT added/upgraded signals             | \$751             |
| <b>Reimbursables Total</b>              | <b>\$1,344</b>    |
| <b>Total</b>                            | <b>\$134,728</b>  |

## 2. CAPITAL IMPROVEMENT PROGRAM

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

| <b>Project Name:</b>         | <b>Project I.D.:</b> | <b>Project Location:</b>                           | <b>Start Date:</b> | <b>End Date:</b> | <b>Total Project Cost Through 2024</b>            |
|------------------------------|----------------------|--|--------------------|------------------|---|
| Madison BRT-RapidRide G Line | MC-TR-C051           | Madison St/Alaskan Way/Martin Luther King Junior W |                    |                  | <del>\$121.496 million</del><br>\$134.728 million |

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?      Yes   X   No

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

No.

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

No.

#### **4. OTHER IMPLICATIONS**

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

No

**b. Is a public hearing required for this legislation?**

No

**c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No

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

No

**e. Does this legislation affect a piece of property?**

No

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

People of color are more likely to depend on transit and, as more people of color have been pushed further out of the city through increased housing prices, transit is especially critical to ensuring people of color have access to job and educational opportunities. With connections to light rail and regionwide bus routes, the Madison BRT – RapidRide G Line project will better connect communities of color from South and East King County and within Seattle to health care jobs on First Hill, and educational institutions like Seattle U and Seattle Central College on Capitol Hill.

**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

N/A

**List attachments/exhibits below:**



Legislation Text

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File #: CB 119857, Version: 1

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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the City Light Department; clarifying that residents living in the City Light Department owned housing in the Diablo and Newhalem communities are subject to the City Light Department's rates under Chapter 21.49 and 21.56 of the Seattle Municipal Code; amending Section 21.56.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

WHEREAS, the City Light Department ("City Light") operates the Skagit Hydroelectric Project in Whatcom County; and

WHEREAS, the Diablo and Newhalem communities both contain City Light owned housing as a result of City Light's historical and continuing operation of the Skagit Hydroelectric Project; and

WHEREAS, certain City Light employees receive housing and utilities as part of their applicable collective bargaining agreement, or pursuant to a specific condition set forth in their employment letter; and

WHEREAS, all other employees residing in City Light owned housing must pay for electric consumption pursuant to the terms of the applicable collective bargaining agreement and Seattle Municipal Code Chapter 21.49 and Section 21.56.030; NOW, THEREFORE,

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

Section 1. Section 21.56.030 of the Seattle Municipal Code, last amended by Ordinance 124167, is amended as follows:

**21.56.030 Charges for electricity in Newhalem ((community)) and Diablo communities**

((As requested by the General Manager and Chief Executive Officer of City Light in C.F. 274449 all consumers of)) All residents of City Light-owned housing receiving electric energy from ((the City's)) City Light's system



in the Newhalem ((community other than Lighting Department facilities or employees)) and Diablo communities shall be charged the rates set forth in Chapter 21.49, except those City Light employees who receive electric energy pursuant to an applicable collective bargaining agreement or employment offer letter.

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

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Monica Martinez Simmons, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b>  | <b>CBO Contact/Phone:</b>     |
|--------------------|------------------------------|-------------------------------|
| Seattle City Light | Mike Haynes / (206) 684-3618 | Greg Shiring / (206) 386-4085 |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; clarifying that residents living in the City Light Department owned housing in the Diablo and Newhalem communities are subject to the City Light Department's rates under Chapter 21.49 and 21.56 of the Seattle Municipal Code; amending Section 21.56.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** This ordinance provides clarification of the Seattle Municipal Code provision related to Seattle City Light's collection of electric service rates from employees living in the utility-owned rental housing, homes of which are situated in Whatcom County's Newhalem and Diablo towns near the utility's Skagit Hydroelectric Project ("Project").

Seattle City Light ("City Light") owns housing in Whatcom County as a result of its historical and continued operations of the Project. Some City Light employees receive housing and utilities as part of their applicable collective bargaining agreement, or pursuant to a specific condition set forth in their employment letter. Other Department-owned housing is offered for rent to employees who work at the Project. Such employees must pay for electric consumption pursuant to the terms of the applicable collective bargaining agreements, rental contracts, and Seattle Municipal Code Chapter 21.49 and Section 21.56.030. SMC 21.56.030 is clarified to explain the aforementioned circumstances of when City Light employees living in City Light owned housing located in Whatcom County are or are not required to pay for electricity.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes **X** No

**Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?**  
No

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

Continued legal and administrative resources would be spent in responding to inquiries and challenges to the current provision, Seattle Municipal Code 21.56.030.

**4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?**  
No.
- b. Is a public hearing required for this legislation?**  
No.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No additional disclosures will be required.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No.
- e. Does this legislation affect a piece of property?**  
No.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
N/A.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**  
N/A.

**List attachments/exhibits below:**

None



## Legislation Text

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**File #:** CB 119870, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and CEO to execute a ten-year agreement with Pend Oreille County, for loss of revenues and additional financial burdens associated with the City Light Department's operation of the Boundary Hydroelectric Project on the Pend Oreille River pursuant to RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427; and ratifying and confirming certain prior acts.

WHEREAS, the City Light Department ("City Light") operates a hydroelectric generating facility ("Boundary Project") in Pend Oreille County ("County") and said facility was constructed after March 17, 1955; and

WHEREAS, Revised Code of Washington ("RCW") 35.21.425 requires any city that constructs a hydroelectric generating project after March 17, 1955, in a county other than the county in which such city is located, to enter into an agreement with such county that provides for loss of revenue and other financial burdens in providing for the public peace, health safety, welfare, and added road maintenance in such county, in addition to road construction or relocation as well as any loss of revenue and/or increases to the financial burden of any school district affected by the construction because of an increase in the number of pupils by reason of the construction or the operation of said generating facilities; and

WHEREAS, the previous agreement between City Light and the County expired by its own terms on December 31, 2019, and the parties began negotiations on a new agreement; and

WHEREAS, the County and City Light have reached monetary agreements for payments made by City Light to the County for the years 2020 through 2029, including all payments made and to be made by the County on behalf of City Light to the towns of Metaline, Metaline Falls, and Ione, and the Selkirk, Cusick, and Newport School Districts, as more fully set forth in the 2020 Agreement between The City of Seattle

and Pend Oreille County attached hereto as Attachment A; and

WHEREAS, the County has reached agreement with the Selkirk, Cusick, and Newport School Districts, and the towns of Metaline Falls, Metaline, and Ione, on the amounts of money each entity shall receive from the County on behalf of City Light, however warranted or entitled; and

WHEREAS, each of these towns and school districts have further warranted to City Light that the payments they are to receive under the agreements are in full satisfaction of the City's obligation to them under RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427 for the stated years and that they will not seek additional funds, and the agreements are attached hereto as Attachments B, C, D, E, F, and G; and

WHEREAS, City Light's agreement with the County, and the specified payments to the school districts of Selkirk, Cusick, and Newport and the towns of Metaline, Metaline Falls, and Ione are all made pursuant to RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427 due to City Light's operation of the Boundary Project; NOW, THEREFORE,

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

Section 1. The General Manager and CEO of City Light, or the General Manager and CEO's designee, is hereby authorized for and on behalf of The City of Seattle to execute and deliver a ten-year agreement with Pend Oreille County providing for payment to Pend Oreille County and certain school districts and towns adjacent to the Boundary Project, substantially in the form of the agreement attached hereto as Attachment A ("2020 Agreement"). The 2020 Agreement provides for annual payments for the years 2020 through 2029, inclusive, to Pend Oreille County; the Selkirk, Cusick, and Newport School Districts; and the towns of Metaline, Metaline Falls, and Ione. As specified in the 2020 Agreement, the payments are made pursuant to RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427.

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

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

**Attachments:**

Attachment A - 2020 Agreement between The City of Seattle and Pend Oreille County

**2020 AGREEMENT BETWEEN**  
**THE CITY OF SEATTLE**  
**AND**  
**PEND OREILLE COUNTY**

This 2020 Agreement ("**Agreement**"), dated this 18 day of May, 2020, is entered into by and between The City of Seattle, by and through its City Light Department ("**City Light**") and Pend Oreille County ("**County**"). City Light and the County may individually be referred to as a "**Party**" in this Agreement or collectively as "**Parties**".

WHEREAS, the City operates a hydroelectric generating facility (hereinafter the "**Boundary Project**") in Pend Oreille County and the Boundary Project was constructed after March 1, 1955; and

WHEREAS, the Revised Code of Washington ("**RCW**") 35.21.425 requires any city, that constructs a hydroelectric generating project after March 17, 1955 in a county other than the county in which such city is located, to enter into an agreement with such county that provides for loss of revenue and other financial burdens in providing for the public peace, health, safety, welfare, and added road maintenance in such county, in addition to road construction or relocation as well as any loss of revenues and/or increases to the financial burden of any school district affected by the construction because of an increase in the number of pupils by reason of the construction or the operation of said generating facilities; and

WHEREAS, RCW 35.21.420 provides alternative authority for a city, that constructs a hydroelectric generating project in a county other than the one it resides in, to enter into an agreement with such county to provide for the public peace, health, safety and welfare of such county as concerns the facilities and the personnel employed in connection therewith, by contributing to the support of the county government of any such county; and

WHEREAS, on August 24, 2010, pursuant to such statutory authority, City Light and the County entered into a contract that provided for determining the first-year payment to the County utilizing a compensation methodology based on the generation portion of the state law tax on generation facilities of public utility districts (the "**2010 Contract**"); and

WHEREAS, the 2010 Contract expired by its own terms on December 31, 2019 the Parties began negotiations on a new agreement that same year; and

WHEREAS, senior executives from both Parties made multiple trips from Seattle to Pend Oreille County to meet and negotiate the new agreement; and



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WHEREAS, in early 2020, in light of the extended negotiating period, City Light, pursuant to RCW 35.21.420, continued payment to the County providing for payments to the County for the calendar year 2020 based on the 2019 payment under the 2010 Contract combined with a 3.1% escalator; and

WHEREAS, the County and City Light have now reached monetary agreements for payments made by City Light to the County for the years 2020 through 2029, including payments made by the County on behalf of City Light to the Selkirk, Cusick and Newport School Districts, ("the School Districts") and the towns of Metaline Falls, Metaline, and Lone (the "Towns") (and collectively "Local Governments"), as more fully set forth in Attachment A, and wish to memorialize such agreement in this document;

WHEREAS, City Light has made all payments required under the 2010 Agreement;

NOW, Therefore, City Light and the County agree as follows:

**Payments Pursuant to RCW 35.21.420, .425, .426 and .427**

1. This agreement shall be effective as of the date first mentioned above and shall set forth the payments to be made from City Light to the County for the years 2020- 2029 pursuant to RCW 35.21.420, .425, .426 and .427 (hereinafter the "**Statutory Payment(s)**").

2. The Parties agree that the Statutory Payments contemplated by this contract shall be made as follows:

- i. For the 2020-year, City Light shall pay the County four equal payments of \$473,340.09, or until such time as a final Agreement has been executed between the parties, at which time remaining payments for 2020 will be adjusted to \$676,293.75; and
- ii. For year 2020, by December 31, 2020 City Light shall provide a true-up payment representing the difference between the initial 2020 payments and the remaining balance for 2020 under the Agreement (Attachment A); and
- iii. For years 2021 – 2029, City Light shall make the payment specified for each year in Attachment A in four equal installments on the following dates for each year: January 10, April 10, July 10, and October 10.

The County acknowledges that City Light must seek and receive ordinance authority for this Agreement from the Seattle City Council. Upon receipt of the County's executed Agreement, City Light shall use good faith, commercially reasonable efforts to expedite the approval of the authorizing ordinance by the Seattle City Council.

3. The County and City Light agree that the Statutory Payments made to the County include funds the County has agreed to distribute on behalf of City Light to the

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Local Governments. The Statutory Payments shall be made solely to the County as consideration for any and all moneys and payments, however warranted or entitled, to be made by City Light to the County and Local Governments. The Statutory Payments are the complete consideration for any and all claims the County and/or the Local Governments have or could have asserted for the time period through December 31, 2029 pursuant to RCW 35.21.420, .425, .426 or .427.

4. Any portion of the Statutory Payments made on behalf of or for the School Districts are not for the support of basic education and are not to be used for that purpose. These funds are intended to provide compensation to the districts as authorized and allowed under RCW 35.21.420, .425, .426 and .427.

5. The County shall condition the payments made to the Local Governments on the Local Governments' agreement to not request any other payments from City Light under RCW 35.21.420, .425, .426 and .427. In the event the Local Governments fail to adhere to this condition, City Light shall have the right to withhold the applicable Local Government(s)' allocation from its payments to the County until such matters are resolved consistent with this Agreement. The County agrees to cooperate and provide good faith assistance to City Light in the prompt resolution of any such disputes with the Local Government(s).

6. One year prior to the delivery of the last quarterly payment to the County authorized by paragraph 2, this contract shall be subject to renegotiation pursuant to the requirements of RCW 35.21.420, .425, .426 and .427.

#### **General**

7. The County represents and warrants that:

- i. The County has reached written agreements with the Local Governments on the allocation of any Statutory Payments between the County and the Local Governments; and
- ii. The agreed upon payments under this Agreement include any all moneys being paid to the Local Governments, including any payments required to be made by City Light to the Local Governments under RCW 35.21.425; and
- iii. The County will timely make any distribution of the Statutory Payments to the Local Governments;
- iv. The County has the full authority from each of the Local Governments to enter into this agreement.

8. This Agreement shall be governed by the laws of the state of Washington without reference to its choice of law principles to the contrary.

9. This Agreement may be amended or modified only by a writing signed by both Parties.

10. Any failure or delay in the exercise of any right or remedy available to a Party hereunder shall not be construed as a waiver or relinquishment of such right or remedy.

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11. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the Party primarily responsible for its drafting will not be employed in the interpretation of this Agreement.

12. This Agreement constitutes, on and as of the date hereof, the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes any and all prior and contemporaneous agreements and understandings, written or oral, of the Parties regarding the subject matter hereof.

**THE CITY OF SEATTLE,**  
by and through its City Light Department

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF COMMISSIONERS  
PEND OREILLE COUNTY**

By: Mike Mooney

Title: Commissioner, Chair

By: Steve Kins

Title: Commissioner, Vice Chair

By: Jeff Bos

Title: Commissioner

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## Attachment A to the 2020 Agreement

### STATUTORY PAYMENTS

| <u>Year</u> | <u>Statutory Payment</u> |
|-------------|--------------------------|
| 2020        | \$2,705,175              |
| 2021        | \$2,763,336              |
| 2022        | \$2,822,748              |
| 2023        | \$2,883,437              |
| 2024        | \$2,945,431              |
| 2025        | \$3,008,758              |
| 2026        | \$3,073,446              |
| 2027        | \$3,139,525              |
| 2028        | \$3,207,025              |
| 2029        | \$3,275,976              |

#### Attachments:

- B- Selkirk School District
- C- Cusick School District
- D- Newport School District
- E- Town of Ione
- F- Town of Metaline
- G- Town of Metaline Falls

## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-SELKIRK SCHOOL DISTRICT

This Agreement, effective as of \_\_\_\_\_ (the “Effective Date”), is entered into by and between The City of Seattle, by and through its City Light Department, (“Seattle”), Pend Oreille County (the “County”), and the Selkirk School District (“Selkirk”). Seattle, the County and Selkirk may be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, Seattle owns the Boundary Hydroelectric Dam (“Boundary Project”) operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington (“RCW”) 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Selkirk to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Selkirk has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Selkirk, County, and Seattle hereby agree as follows:

1. Selkirk, County and Seattle agree that the allocation of Seattle payments to the County for Selkirk is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to<br/>Selkirk</u> |
|-------------|---|
| 2020        | \$450,412                                 |
| 2021        | \$460,095                                 |
| 2022        | \$469,988                                 |
| 2023        | \$480,092                                 |
| 2024        | \$490,414                                 |
| 2025        | \$500,958                                 |
| 2026        | \$511,729                                 |
| 2027        | \$522,731                                 |
| 2028        | \$533,970                                 |
| 2029        | \$545,450                                 |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Selkirk each year’s amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments by the end of each of the following months: January, April, July, and October.

3. Selkirk accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Selkirk agrees that upon receipt of these payments as indicated above, Selkirk represents and warrants to the County and Seattle that Selkirk will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

| Name | Title | Date |
|------|-------|------|
|------|-------|------|

Pend Oreille County

|                   |                   |                |
|-------------------|-------------------|----------------|
| <u>Moh. Korum</u> | <u>NOCC Chair</u> | <u>5-18-20</u> |
| Name              | Title             | Date           |

Selkirk School District

|                    |                       |                  |
|--------------------|-----------------------|------------------|
| <u>Nancy Lotze</u> | <u>Superintendent</u> | <u>5/11/2020</u> |
| Name               | Title                 | Date             |

Nancy Lotze

## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-CUSICK SCHOOL DISTRICT

This Agreement, effective as of \_\_\_\_\_ (the “Effective Date”), is entered into by and between The City of Seattle, by and through its City Light Department, (“Seattle”), Pend Oreille County (the “County”), and the Cusick School District (“Cusick”). Seattle, the County and Cusick may be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, Seattle owns the Boundary Hydroelectric Dam (“Boundary Project”) operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington (“RCW”) 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Cusick to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Cusick has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Cusick, County, and Seattle hereby agree as follows:

1. Cusick, County and Seattle agree that the allocation of Seattle payments to the County for Cusick is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to Cusick</u> |
|-------------|--------------------------------------|
| 2020        | \$30,000                             |
| 2021        | \$30,000                             |
| 2022        | \$30,000                             |
| 2023        | \$30,000                             |
| 2024        | \$30,000                             |
| 2025        | \$30,000                             |
| 2026        | \$30,000                             |
| 2027        | \$30,000                             |
| 2028        | \$30,000                             |
| 2029        | \$30,000                             |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Cusick each year’s amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments on the following dates for each year: January 10, April 10, July 10, and October 10.

3. Cusick accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Cusick agrees that upon receipt of these payments as indicated above, Cusick represents and warrants to the County and Seattle that Cusick will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.



6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

| Name | Title | Date |
|------|-------|------|
|------|-------|------|

Pend Oreille County

|   |                     |   |
|---|---------------------|---|
|  |                     |  |
| Name  | Title               | Date  |
| Mike Manus  | Commissioner, Chair |   |

Cusick School District

|   |                |           |
|---|----------------|-----------|
|  | Superintendent | 5/18/2020 |
| Name  | Title          | Date      |
| Don Hawpe   |                |           |



## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-NEWPORT SCHOOL DISTRICT

This Agreement, effective as of \_\_\_\_\_ (the “Effective Date”), is entered into by and between The City of Seattle, by and through its City Light Department, (“Seattle”), Pend Oreille County (the “County”), and the Newport School District (“Newport”). Seattle, the County and Newport may be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, Seattle owns the Boundary Hydroelectric Dam (“Boundary Project”) operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington (“RCW”) 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Newport to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Newport has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Newport, County, and Seattle hereby agree as follows:

1. Newport, County and Seattle agree that the allocation of Seattle payments to the County for Newport is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to<br/>Newport</u> |
|-------------|---|
| 2020        | \$36,000                                  |
| 2021        | \$36,000                                  |
| 2022        | \$36,000                                  |
| 2023        | \$36,000                                  |
| 2024        | \$36,000                                  |
| 2025        | \$36,000                                  |
| 2026        | \$36,000                                  |
| 2027        | \$36,000                                  |
| 2028        | \$36,000                                  |
| 2029        | \$36,000                                  |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Newport each year’s amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments by the end of each of the following months: January, April, July, and October.

3. Newport accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Newport agrees that upon receipt of these payments as indicated above, Newport represents and warrants to the County and Seattle that Newport will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name  | Title | Date  |

Pend Oreille County

|                          |                          |                       |
|--------------------------|--------------------------|-----------------------|
| <u><i>Mike Klemm</i></u> | <u><i>POCC Chair</i></u> | <u><i>5-18-20</i></u> |
| Name                     | Title                    | Date                  |

Newport School District

|                          |                              |                         |
|--------------------------|------------------------------|-------------------------|
| <u><i>Will Smith</i></u> | <u><i>superintendent</i></u> | <u><i>5/18/2020</i></u> |
| Name                     | Title                        | Date                    |

## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-TOWN OF IONE

This Agreement, effective as of \_\_\_\_\_ (the "Effective Date"), is entered into by and between The City of Seattle, by and through its City Light Department, ("Seattle"), Pend Oreille County (the "County"), and the Town of Ione ("Ione"). Seattle, the County and Ione may be collectively referred to as "Parties" and individually as a "Party".

WHEREAS, Seattle owns the Boundary Hydroelectric Dam ("Boundary Project") operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington ("RCW") 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Ione to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Ione has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Ione, County, and Seattle hereby agree as follows:

1. Ione, County and Seattle agree that the allocation of Seattle payments to the County for Ione is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to<br/>Ione</u> |
|-------------|--|
| 2020        | \$40,000                               |
| 2021        | \$40,500                               |
| 2022        | \$41,000                               |
| 2023        | \$41,500                               |
| 2024        | \$42,000                               |
| 2025        | \$42,500                               |
| 2026        | \$43,000                               |
| 2027        | \$43,500                               |
| 2028        | \$44,000                               |
| 2029        | \$44,500                               |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Ione each year's amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments by the end of each of the following months: January, April, July, and October.

3. Ione accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Ione agrees that upon receipt of these payments as indicated above, Ione represents and warrants to the County and Seattle that Ione will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

Name Title Date

Pend Oreille County

Name Title Date  
*Mike Moore* *Assoc Chair* *5-18-20*

Town of Ione

Name Title Date  
*Charles M. Spears* *MAYOR* *May 1, 2020*

## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-TOWN OF METALINE

This Agreement, effective as of \_\_\_\_\_ (the "Effective Date"), is entered into by and between The City of Seattle, by and through its City Light Department, ("Seattle"), Pend Oreille County (the "County"), and the Town of Metaline ("Metaline"). Seattle, the County and Metaline may be collectively referred to as "Parties" and individually as a "Party".

WHEREAS, Seattle owns the Boundary Hydroelectric Dam ("Boundary Project") operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington ("RCW") 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Metaline to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Metaline has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Metaline, County, and Seattle hereby agree as follows:

1. Metaline, County and Seattle agree that the allocation of Seattle payments to the County for Metaline is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to<br/>Metaline</u> |
|-------------|--|
| 2020        | \$40,000                                   |
| 2021        | \$40,500                                   |
| 2022        | \$41,000                                   |
| 2023        | \$41,500                                   |
| 2024        | \$42,000                                   |
| 2025        | \$42,500                                   |
| 2026        | \$43,000                                   |
| 2027        | \$43,500                                   |
| 2028        | \$44,000                                   |
| 2029        | \$44,500                                   |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Metaline each year's amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments by the end of each of the following months: January, April, July, and October.

3. Metaline accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Metaline agrees that upon receipt of these payments as indicated above, Metaline represents and warrants to the County and Seattle that Metaline will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

\_\_\_\_\_  
Name Title Date

Pend Oreille County

Mike McQuinn Assoc Chair 5-18-20  
Name Title Date

Town of Metaline

Pete Daggett Mayor 5/17/2020  
Name Title Date  
Pete Daggett

## AGREEMENT TO CONDITIONS OF RECEIVING MONETARY PAYMENTS-TOWN OF METALINE FALLS

This Agreement, effective as of \_\_\_\_\_ (the “Effective Date”), is entered into by and between The City of Seattle, by and through its City Light Department, (“Seattle”), Pend Oreille County (the “County”), and the Town of Metaline Falls (“Metaline Falls”). Seattle, the County and Metaline Falls may be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, Seattle owns the Boundary Hydroelectric Dam (“Boundary Project”) operating in Pend Oreille County; and

WHEREAS, Seattle and the County intend to enter into an Agreement which provides for certain monetary payments to be made by Seattle to the County under Revised Code of Washington (“RCW”) 35.21.420, .425, .426, or .427 and for the period January 1, 2020 through December 31, 2029 for distribution to local government entities including Metaline Falls to compensate it for impacts arising from the Boundary Project; and

WHEREAS, Metaline Falls has reviewed this pending Agreement, including total dollar amounts Seattle has agreed to pay the County each year between January 1, 2020 through December 31, 2029; and

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, Metaline Falls, County, and Seattle hereby agree as follows:

1. Metaline Falls, County and Seattle agree that the allocation of Seattle payments to the County for Metaline Falls is contained in the following table:

Table 1

| <u>Year</u> | <u>Payment from County to<br/>Metaline Falls</u> |
|-------------|--|
| 2020        | \$40,000   |
| 2021        | \$40,500   |
| 2022        | \$41,000   |
| 2023        | \$41,500   |
| 2024        | \$42,000   |
| 2025        | \$42,500   |
| 2026        | \$43,000   |
| 2027        | \$43,500   |
| 2028        | \$44,000   |
| 2029        | \$44,500   |

2. Upon receipt of the quarterly payments from Seattle to the County, the County agrees to pay Metaline Falls each year’s amount as identified in Table 1 above.

- i. For years 2021-2029, the County shall make the payment specified for each year noted above in four equal installments by the end of each of the following months: January, April, July, and October.

3. Metaline Falls accepts these payments as identified in Table 1 as full and complete compensation for amounts owed or owing to it from the County and Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from the Boundary Project; and

4. Metaline Falls agrees that upon receipt of these payments as indicated above, Metaline Falls represents and warrants to the County and Seattle that Metaline Falls will not, under any circumstances, attempt to seek additional compensation from either the County or Seattle pursuant to RCW 35.21.420, .425, .426, or .427 arising from or related to the Boundary Project and for the time period January 1, 2020 through December 29, 2029.

5. This Agreement represents the entire agreement between the Parties and may be amended only by a written instrument executed by all of the Parties.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that each one of the Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

The City of Seattle, City Light Department

\_\_\_\_\_  
Name Title Date

Pend Oreille County

Mike McQuinn POEC Chair 5-18-20  
Name Title Date

Town of Metaline Falls

Tara Leininger MAYOR 11 MAY 2020  
Name Title Date  
Tara Leininger



## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>     |
|--------------------|-----------------------------|-------------------------------|
| Seattle City Light | Jeff Wolf / (206) 684-3179  | Greg Shiring / (206) 386-4085 |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; authorizing the General Manager and CEO to execute a ten-year agreement with Pend Oreille County, for loss of revenues and additional financial burdens associated with the City Light Department's operation of the Boundary Hydroelectric Project on the Pend Oreille River pursuant to RCW 35.21.420, 35.21.425, 35.21.426, and 35.21.427; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** A prior 10-year agreement with Pend Oreille County pursuant to RCW 35.21.420, .425, .426, and .427 and approved by Ordinance 123402 expired at the end of 2019. This negotiated agreement establishes a new payment schedule for the years 2020-2029. This legislation authorizes the General Manager/Chief Executive Officer of City Light, or her designee, to execute a ten-year agreement with Pend Oreille County, as well as certain school districts and towns within the county for impact payments required by the Revised Code of Washington for City Light to continue operating its Boundary Hydro Electric Generating Facility.

The 5-year contract limits set forth in SMC 3.127.010.B, SMC 3.127.020.A. and SMC 20.50.040.G do not apply here because these agreements do not involve a lease or consultation agreement.

These agreements must be approved by ordinance because the Department is not authorized by SMC 21.49.130 or otherwise to enter into contracts to compensate other government agencies for their losses attributable to the Boundary Hydroelectric Project and pursuant to RCW 35.21.420, .425, .426, and .427.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the Adopted Budget?      ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?  
No.

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

Yes. RCW 35.21.420 requires that a city with a population greater than five hundred thousand people owning and operating a public utility and having facilities for the generation of electricity located in a county other than that in which the city is located, must provide for the impacts of lost revenue and the public peace, health, safety, and welfare of such county by contributing to the support of the county, city, or town government and school district of any such county and enter into contracts setting forth agreed compensation to be made.

Not implementing the legislation would result in Pend Oreille County and school districts taking action under RCW 35.21.426 requiring mandatory arbitration to determine the loss of revenue and/or the cost of the increased financial burden placed upon the county or school district. The arbitrators' decision will be binding upon the city and the city will be required to enter into a contract retroactive to the date when the city was first notified in writing of an increased financial burden.

Payments are ongoing for a 10-year period under the below schedule from 2020 through 2029. It is anticipated that pursuant to RCW 35.21.420, in the year 2029, a new contract for yearly payments will be negotiated with Pend Oreille County.

**Attachment A to the 2020 Agreement**

**STATUTORY PAYMENTS**

| <u>Year</u> | <u>Statutory Payment</u> |
|-------------|--------------------------|
| 2020        | \$2,705,175              |
| 2021        | \$2,763,336              |
| 2022        | \$2,822,748              |
| 2023        | \$2,883,437              |
| 2024        | \$2,945,431              |
| 2025        | \$3,008,758              |
| 2026        | \$3,073,446              |
| 2027        | \$3,139,525              |
| 2028        | \$3,207,025              |
| 2029        | \$3,275,976              |

**Appropriations Notes:**

Appropriations for this legislation will be covered by existing available fund balance in CL538 SCL Budget.

**4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?  
No.
- b. Is a public hearing required for this legislation?  
No.

- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

- e. Does this legislation affect a piece of property?**

No.

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

This legislation will not impact vulnerable or historically disadvantaged communities. This is “business as usual” for Seattle City Light.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**

N/A.

**List attachments/exhibits below:**

None.



## Legislation Text

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**File #:** CB 119871, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the City Light Department; establishing updated eligibility requirements for net metering and customer-requested net metering aggregation billing arrangements; and amending Section 21.49.082 of the Seattle Municipal Code.

WHEREAS, The City of Seattle supports the renewable energy economy across the utility service area and the city; and

WHEREAS, Seattle Municipal Code (SMC) Section 21.49.082 is associated with City Light's Net Metering Program that is aligned with chapter 80.60 of the Revised Code of Washington (RCW); and

WHEREAS, in its 2019 session the Washington State Legislature passed, and the Governor signed, legislation concerning net metering by amending and creating new provisions in chapter 80.60 RCW; and

WHEREAS, City Light's Net Metering Program under SMC 21.49.082 needs to be updated to be aligned with the current chapter 80.60 RCW; NOW, THEREFORE,

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

Section 1. Section 21.49.082 of the Seattle Municipal Code, last amended by Ordinance 125171, is amended as follows:

#### **21.49.082 Net metering program**

A. The Department shall offer a net metering program in accordance with chapter 80.60 RCW and this Chapter 21.49. The Department shall develop and enter into interconnection agreements, consistent with such laws, with customers desiring to participate in the net metering program. Customers are required to enter into interconnection agreements and to comply with their terms as a condition of participation in the net metering

program. The Department is authorized to establish policies, procedures, and interconnection standards for implementing the net metering program.

B. The Department may adopt safety, power quality, and interconnection requirements for customer-generators, including, but not limited to, special equipment requirements for secondary distribution networks, and limitations on the number of customer-generators and total capacity of net metering systems that may be interconnected to any distribution feeder line, circuit, or network, that the Department determines are necessary to protect public safety and system reliability.

C. Net metering program customers shall be metered, billed, and credited as follows:

1. In accordance with its normal metering practices, the Department shall measure the net electricity produced or consumed by each net metering program customer during the billing period applicable to that net metering program customer's rate schedule for electric service.

2. If the electricity supplied to a net metering program customer by the Department exceeds the electricity generated by that customer and fed back to the Department during the billing period, that customer shall be billed in accordance with its then-current rate schedule for the net electricity supplied by the Department. If electricity generated by a net metering program customer and fed back to the Department exceeds the electricity supplied by the Department during a billing period, that net metering program customer shall be billed for all charges (including any minimum charges or base service charges) applicable to that customer's rate schedule, and shall be credited for the excess kilowatt-hours generated and fed back to the Department. A KWh credit shall appear on the bill for the following billing period, shall be applied only to reduce the metered amount of KWh billed by the Department to that customer, and any unused credit shall be carried forward to the next bill. On ~~((April 30))~~ March 31 of each calendar year, any unused KWh credit accumulated during the previous year shall be granted to the Department, without any compensation to the net metering program customer.

D. If a customer-generator requests, the Department shall provide net meter aggregation ~~((-KWh credits~~

~~earned by a net metering system, during the same billing period, shall be credited by the Department to remaining meters located on all premises of a customer-generator at the designated rate of each meter. Not more than a total of 100 KW shall be aggregated among all customer-generators participating in a generating facility under this subsection 21.49.082.D.))~~

consistent with RCW 80.60.030. Consistent with RCW 80.60.020, the customer-generator may be charged a one-time set-up fee by the Department in accordance with the administrative cost to establish the net meter aggregation billing arrangement.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Monica Martinez Simmons, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
| Seattle City Light | Michael Little / 684-3233   | Greg Shiring / 386-4085   |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; establishing updated eligibility requirements for net metering and customer-requested net metering aggregation billing arrangements; and amending Section 21.49.082 of Seattle Municipal Code.

**Summary and background of the Legislation:** This proposed legislation modifies Seattle Municipal Code (SMC) Section 21.49.082 that is associated with the existing Net Metering Program. This program follows the authority set forth in the Revised Code of Washington (RCW) 80.60 and allows Seattle City Light customer-generators to send excess energy generation back to their City Light account for credit against future billable consumption. The program also allows customer-generators to request net meter aggregation, a billing arrangement that shares their excess energy generation with up to one additional City Light account of the same customer.

In 2019, the Washington State legislature amended RCW 80.60 and this ordinance is being brought forward to align the SMC with the newer language in the RCW. This legislation is seeking three amendments to Section 21.49.082:

1. In subsection 21.49.082.C.2, replace the date “April 30” with “March 31”.
2. In subsection 21.49.082.D, remove the sentences “KWh credits earned by a net metering system, during the same billing period, shall be credited by the Department to remaining meters located on all premises of a customer-generator at the designated rate of each meter. Not more than a total of 100 KW shall be aggregated among all customer-generators participating in a generating facility under this subsection 21.49.082.D.” This language was struck in the recent RCW.
3. Add new language to SMC 21.49.082.D seeking the authority that would allow the Department the potential to charge customer-generators a one-time administrative set-up fee for those customers that are seeking net meter aggregation billing arrangements. RCW 80.60.020 acknowledges the utility should be allowed to recoup certain costs associated with interconnecting or administering net metering systems.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**



**Does this legislation amend the Adopted Budget?**    \_\_\_ Yes   X   No

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

The proposed legislation will allow for City Light to recoup interconnection or administrative costs associated with the Net metering program.

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

This legislation is needed to bring City Light's Net metering program in-line with the current RCW. By not implementing the legislation, the Department would be operating its Net metering program in conflict with the RCW. Additionally, if this legislation is not implemented, the Department would forgo some revenue associated with the ability to recoup interconnection or administrative costs.

#### **4. OTHER IMPLICATIONS**

- a. **Does this legislation affect any departments besides the originating department?**  
No.
- b. **Is a public hearing required for this legislation?**  
No
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- e. **Does this legislation affect a piece of property?**  
No.
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
This legislation has little or no implications associated with the City's Race and Social Justice Initiative. The legislation is designed to bring the current Net metering program in-line with the current RCW and it is perceived that the legislation does not impact vulnerable or historically disadvantaged communities.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**  
N/A

**List attachments/exhibits below:**

None



## Legislation Text

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**File #:** CB 119885, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the City Light Department; amending Section 21.49.084 of the Seattle Municipal Code to enable a broader suite of voluntary renewable energy program options to City Light customers. WHEREAS, chapter 19.29A.090 RCW requires that electric utilities offer retail electricity customers a

voluntary option to purchase qualified alternative energy resources beginning January 1, 2002; and

WHEREAS, the City Light Department (“City Light”) has complied by offering two voluntary programs

beginning with the Green Power Program in 2002 and continuing with the Green Up Program in 2005;

and

WHEREAS, 19.29A.090 RCW limits the utility’s voluntary program to providing qualified alternative energy-resource options; and

WHEREAS, the Green Up Program established in Seattle Municipal Code Section 21.49.084 continues to offer

City Light customers the opportunity to voluntarily support qualified alternative energy resources; and

WHEREAS, in 2019 the Seattle City Council adopted Resolution 31895, a Green New Deal for Seattle, where

Section 7 notes that the City will continue to invest in programs that make renewable energy sources

more affordable and develop options for community-scale, community-owned distributed generation of electricity in low income communities; and

WHEREAS, customers are seeking a variety of renewable energy products and services to meet their sustainability objectives; and

WHEREAS, customers desire to voluntarily contribute funds to a wider variety of demonstration, educational,

or local renewable energy-related projects; and

WHEREAS, City Light aims to meet customer preferences by offering a robust and sustainable suite of voluntary renewable power offerings; NOW, THEREFORE,

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

Section 1. Section 21.49.084 of the Seattle Municipal Code, last amended by Ordinance 123674, is amended as follows:

**21.49.084 Voluntary Green Power(~~(, Green-Up)~~) Programs**

A. The Department shall offer a Voluntary Green Power(~~(, Green-Up)~~) Program, in accordance with chapter 19.29A RCW.

~~((A. The Green-Up))~~ 1. Customer participation in the Program shall be voluntary and shall be available to all customers beginning July 1, 2005. Customers may voluntarily begin or terminate their participation at any time on or after July 1, 2005 by notifying the Department of their choice.

~~((B.))~~ 2. The ~~((Green-Up))~~ Program shall allow each customer to designate a voluntary ~~((green))~~ power payment level ~~((which))~~ that, at the customer's discretion, may be added to the customer's monthly or bimonthly electricity bill or paid one time in full.

~~((C.))~~ 3. The voluntary ~~((Green-Up))~~ Program payments, less the costs of program administration, marketing, and renewable energy education, ~~((("Net Green-Up Revenue"))~~ net program revenue"), will be used to purchase qualified alternative energy resources. Subject to ~~((the provisions of the))~~ ordinances authorizing issuance of the City's municipal light and power revenue obligations, the Department shall make available from its budgeted funds, for the purchase or development of new qualified alternative energy resources, an amount equal to the ~~((Net Green-Up Revenue))~~ net program revenue allocated to existing Department qualified alternative energy resources.

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

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

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

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

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

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

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

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
| Seattle City Light | Michael Little 684-3233     | Greg Shiring 386-4085     |

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; related to the Green Up Program and amending Seattle Municipal Code chapter 21.49.

**Summary and background of the Legislation:** The Green-Up Program was originally launched in 2002 to meet the intent outlined in the Revised Code of Washington (RCW) 19.29A.090 requiring electric utilities to offer a voluntary option to purchase qualified alternative energy resources. This proposed legislation modifies the Seattle Municipal Code chapter 21.49.084 associated with the Green-Up Program. The SMC has been amended twice since 2002 to reflect customer preferences in City Light's voluntary green programs; this legislation makes changes to the program name and it broadens program offerings.

The proposed changes to the legislation have two elements:

1. An edit to delete the term "Green-Up" across the entire Chapter. This will provide City Light with more flexibility to update and adjust program offerings to meet evolving customer needs.
2. In Section 21.29.84, City Light is adding new language seeking authority to initiate new programs that allow customers to voluntarily contribute to renewable energy projects, but without the constraint of purchasing only "qualified" alternative resource options required by RCW 19.29A.090. This narrow definition has limited City Light's ability to offer programs that customers want; they are interested in supporting a broader range of green energy projects with their voluntary contributions. As an example, the contributions could fund grants for low-income housing providers to install solar panels, demonstration projects, or educational efforts.

This legislation will edit Seattle Municipal Code 21.49.084 to codify this authority.

There are no financial or budgetary impacts due to amending the SMC; the programs offered under the Voluntary Green Power umbrella are intended to be self-funded from voluntary customer contributions.

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

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?    \_\_\_ Yes   X   No

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

The proposed legislation will provide City Light with the authority to align its Adopted Budget with the program's new position via supplemental budget requests.

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

There is no direct financial cost of not implementing this legislation. There could be modest customer service-related impacts if the legislation is not implemented. Customers have expressed interest in contributing to a voluntary renewable program outside the qualified renewable energy resource requirements associated with RCW 19.29A. This legislation helps to meet this customer desire.

The budget authority for these contribution programs should be tied to the revenue collected.

### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
No.
- b. **Is a public hearing required for this legislation?**  
No
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- e. **Does this legislation affect a piece of property?**  
No.
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

The development of programs or the investment in renewable energy projects associated with any of the voluntary green power programs will consider Race and Social Justice. The Department plans to engage the community and contributors in determining how the program funds will be invested. The Department will take into consideration how voluntary



contributions could fund renewable energy projects in low-income, vulnerable, or historically disadvantaged communities.

**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

This legislation will expand the voluntary green power programs offered by City Light. The intent is to allow customers to fund a broader range of renewable energy initiatives such as:

- Energy technologies such as solar, thermal, wind, and storage.
- Projects related to local, low-income, non-profit, or public facilities.
- Activities such as energy education, demonstration, or public art.

The legislation will allow City Light to collect voluntary contributions and reinvest those funds into renewable energy initiatives.

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Res 31968, **Version:** 1

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION providing an honorary designation of E Union Street between 34th Avenue and 35th Avenue as “Douglas Q. Barnett Street.”

WHEREAS, as the founding director of the nationally acclaimed theatre Black Arts/West in 1969, Douglas

Quinton Barnett produced over 40 productions during his lifetime and acted in over 30 productions with five different companies, including Black Arts/West, ACT Theatre, Washington Ensemble Theatre, and Seattle Repertory Theatre. The legacy of his work is evidenced by aspiring talent who became professional actors and have performed on Broadway, in regional theatres, on television, and in professional dance companies; and

WHEREAS, Mr. Barnett was instrumental in the development of theater in Seattle’s African American community during the 1960s, with the Black Arts/West theater group first performing at Central Area Douglass-Truth Library and then securing performance space at the historic Central Area Motivation Program (now Byrd Barr Place), before eventually establishing a home for Black Arts/West at 3406 E Union Street; and

WHEREAS, Mr. Barnett was a co-author of *The Historical Dictionary of African American Theater* (2008) and was a contributing historian at the Black Heritage Society of Washington State, Inc.; and

WHEREAS, Mr. Barnett lived a full, rich life as a father, and was a member of an early Seattle pioneering family that was instrumental in lifting the vitality of the Black community; and

WHEREAS, the Historic Central Area Arts and Cultural District (HCAACD) has nominated Mr. Douglas Q. Barnett for a designated honorary street name; and

WHEREAS, Kibibi Monié, Executive Director of Nu Black Arts West Theatre and committee member at

HCAACD, said of Mr. Barnett, “In honor of a great man, Mr. Douglas Q. Barnett, Nu Black Arts West Theatre salutes his professional accomplishments, and attests to his love and pride for the Black community who with deep gratitude values all he gave. It is with great pride that Nu Black Arts West Theatre was given the privilege to continue his legacy”; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. E Union Street between 34th Avenue and 35th Avenue shall have an honorary designation as “Douglas Q. Barnett Street.”

Section 2. The Council requests that the Seattle Department of Transportation manufacture, install, and maintain honorary signs at prominent and appropriate locations, which shall reflect the “Douglas Q. Barnett Street” honorary designation.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
| LEG                | Ted / 206-518-0382          |                           |

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

A RESOLUTION providing an honorary designation of E Union Street between 34th Avenue and 35th Avenue as “Douglas Q. Barnett Street.”

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

The Historic Central Area Arts and Cultural District (HCAACD) has nominated Mr. Douglas Q. Barnett for a designated honorary street name. As the founding director of the nationally acclaimed theatre Black Arts/West in 1969, Mr. Douglas Quinton Barnett produced over forty productions during his lifetime and acted in over thirty productions with five different companies including Black Arts/West, ACT Theatre, Washington Ensemble Theatre, and Seattle Repertory Theatre. The legacy of his work is evidenced by aspiring talent who became professional actors and have performed on Broadway, in regional theatres, on television, and in professional dance companies.

Mr. Barnett was instrumental in the development of theater in Seattle’s African American community during the 1960s, with the Black Arts/West theater group first performing at Central Area Douglass-Truth Library and then securing performance space at the historic Central Area Motivation Program (now Byrd Barr Place), before eventually establishing a home for Black Arts/West at 3406 E Union Street. Mr. Barnett was a co-author of *The Historical Dictionary of African American Theater* (2008) and was a contributing historian at the Black Heritage Society of Washington State, Inc. Mr. Barnett lived a full, rich life as a father, and was a member of an early Seattle pioneering family that was instrumental in lifting the vitality of the Black community.

Nu Black Arts West Theatre and HCAACD have coordinated the honorary street rename with SDOT staff.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the Adopted Budget?      ☐ Yes ☒ No

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

The resolution requests that SDOT manufacture, install and maintain signage for this honorary designation. Community organizations requesting this designation will cover all costs to produce and install signage.

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

NO

#### 4. OTHER IMPLICATIONS

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

SDOT installs the street signs in coordination with community organizations

**b. Is a public hearing required for this legislation?**

NO

**c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

NO

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

NO

**e. Does this legislation affect a piece of property?**

NO

**f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**

This honorary street rename honors Mr. Douglas Quinton Barnett, who was instrumental in the development of theater in Seattle's African American community during the 1960s.

**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

This answer should highlight measurable outputs and outcomes.

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Res 31969, **Version:** 1

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### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION setting the time and place for a hearing on the appeal of Lou Bond from the findings and recommendation report of the Hearing Examiner on the final assessment roll for Local Improvement District No. 6751, and directing that the City Clerk provide any required notice of the hearing in the manner required by law.

WHEREAS, the Director of Transportation prepared the proposed final assessment roll for Local Improvement District (LID) No. 6751 and filed it with the City Clerk in November 2019; and

WHEREAS, on November 18, 2019, the City Council (“Council”) passed Resolution 31915, which initiated the process to confirm Waterfront LID assessments; and

WHEREAS, Revised Code of Washington (RCW) 35.44.070 requires the Council to hold a hearing on the final assessment roll where property owners subject to assessment may object to their assessments as described in the roll; and

WHEREAS, RCW 35.44.070 permits the Council to hold the hearing itself, or to designate an officer to conduct the hearing; and

WHEREAS, via Resolution 31915, the Council designated February 4, 2020, as the date for the hearing and designated the Hearing Examiner for The City of Seattle to conduct the required hearing on the LID final assessment roll; and

WHEREAS, in July 2020 the Hearing Examiner concluded the hearing and began preparing the Hearing Examiner’s findings and recommendations report on the final assessment roll for LID No. 6751 (“Report”); and

WHEREAS, Seattle Municipal Code (SMC) 20.04.090.A.2 directs the Hearing Examiner to file the Report

with the City Clerk; and

WHEREAS, the Hearing Examiner filed the Report on September 8, 2020; and

WHEREAS, RCW 35.44.070 and SMC 20.04.090 require the Council to hear any appeals from the report of the Hearing Examiner on the final assessment roll for local improvement districts; and

WHEREAS, SMC 20.04.090 and City Council Rules for Quasi-Judicial Proceedings (“Quasi-Judicial Rules”) subsection V.A.2 require that an appellant must file a notice of appeal from said report with the City Clerk within 14 days of the Hearing Examiner’s filing of the recommendation with the City Clerk; and

WHEREAS, SMC 20.04.090 requires the Council to set a time and place for a hearing on the appeal before the City Council or a committee thereof and shall give notice of the time and place to the appellant following the filing of the notice of appeal; and

WHEREAS, Quasi-Judicial Rules subsection IV.A states that the Council may delegate the appeal review to a committee, and the committee would then make a recommendation to the full Council; and

WHEREAS, Quasi-Judicial Rules subsection VI.A requires the delegated committee to set the time and place for the hearing on the appeal within 15 days following the filing of the appeal with the City Clerk; and

WHEREAS, the City Clerk has received an appeal from the report and it is necessary to fix a date for a hearing on the appeal; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. The hearing on an appeal by Lou Bond from the findings and recommendation report of the Hearing Examiner on the final assessment roll for Local Improvement District No. 6751 will be held before the Council’s Public Assets and Native Communities Committee, commencing at 2:00 P.M. on Tuesday, December 1, 2020, in the Council Chambers of Seattle City Hall, 600 Fourth Avenue, 2nd Floor, Seattle, Washington. Due to the COVID-19 civil emergency declared by The City of Seattle and the State of Washington, persons who wish to participate in or attend the hearing may be required to do so remotely. The City will provide instructions in the meeting agenda on how to participate remotely.

Section 2. The City Clerk is hereby directed to give notice by mail of the time, place, and purpose of the hearing, in the form and manner required by law.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(Seal)



## **SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|--------------------|-----------------------------|---------------------------|
| Legislative        | Eric McConaghy/206 615 1071 | n/a                       |

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

A RESOLUTION setting the time and place for a hearing on the appeal of Lou Bond from the findings and recommendation report of the Hearing Examiner on the final assessment roll for Local Improvement District No. 6751, and directing that the City Clerk provide any required notice of the hearing in the manner required by law.

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

Council designated the Hearing Examiner (HE), to conduct the hearing on the Waterfront Local Improvement District (LID) final assessment roll. He filed his report of findings and recommendation with the City Clerk on September 8, 2020. His filing of the report initiated the possibility of appeals from his report to Council. This resolution would set the time and place for the hearing of the appeal from the HE report filed by Lou Bond. The hearing would be held by the Public Assets and Native Communities Committee on December 1, 2020.

The Council may not approve the final assessment roll for the Waterfront Local Improvement District (LID) without reviewing and deciding upon appeals of the HE's recommendation on the final assessment roll. The LID assessment would fund \$160 million of improvements plus approximating \$15.5 million on financing costs of the LID. This resolution would state Council's intention to refer the any appeal to the Public Assets and Native Communities Committee.

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

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?**      ☐ Yes ☒ No

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

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

The Council may not approve the final assessment roll for the Waterfront Local Improvement District (LID) without reviewing and deciding upon appeals of the Hearing

Examiner's recommendation on the final assessment roll. The LID assessment would fund \$160 million of improvements plus any financing costs of the LID.

#### 4. OTHER IMPLICATIONS

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

Approval of the LID final assessment roll would allow Finance and Administrative Services to collect the LID assessment funding improvements executed by the Department of Transportation and Parks and Recreation. The Office of the Waterfront and Civic Projects leads this effort to carry out the improvements.

**b. Is a public hearing required for this legislation?**

No.

**c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

**e. Does this legislation affect a piece of property?**

No.

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

No known impacts.

**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

None.