



SEATTLE CITY COUNCIL

Finance and Housing Committee

Agenda

Tuesday, May 4, 2021

9:30 AM

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

Teresa Mosqueda, Chair
Lisa Herbold, Vice-Chair
M. Lorena González, Member
Andrew J. Lewis, Member
Dan Strauss, Member
Tammy J. Morales, Alternate

Chair Info: 206-684-8808; Teresa.Mosqueda@seattle.gov

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Council Chamber Listen Line: 206-684-8566

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



SEATTLE CITY COUNCIL
Finance and Housing Committee
Agenda
May 4, 2021 - 9:30 AM

Meeting Location:

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

Committee Website:

<http://www.seattle.gov/council/committees/finance-and-housing>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

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State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature.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

Register online to speak during the Public Comment period at the 9:30 a.m. Finance and Housing Committee meeting at <http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Finance and Housing Committee meeting will begin two hours before the 9:30 a.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 Councilmember Mosqueda at Teresa.Mosqueda@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#

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [Appt 01877](#) **Appointment of Afeworki T. Ghebreiyesus as member, Labor Standards Advisory Commission, for a term to April 30, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Liz Ford, Co-Chair, Labor Standards Advisory Commission

2. [Appt 01878](#) **Appointment of Diana Ochoa as member, Labor Standards Advisory Commission, for a term to April 30, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Liz Ford, Co-Chair, Labor Standards Advisory Commission

3. [Appt 01879](#) **Appointment of Alexis Rodich as member, Labor Standards Advisory Commission, for a term to April 30, 2022.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Liz Ford, Co-Chair, Labor Standards Advisory Commission

4. [Appt 01880](#) **Appointment of Tracy Taylor as member, Labor Standards Advisory Commission, for a term to April 30, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Liz Ford, Co-Chair, Labor Standards Advisory Commission

5. [Appt 01881](#) **Appointment of Annie Wise as member, Labor Standards Advisory Commission, for a term to April 30, 2022.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Liz Ford, Co-Chair, Labor Standards Advisory Commission

6. [Appt 01882](#) **Reappointment of Emily Dills as member, Domestic Workers Standards Board, for a term to February 28, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Jasmine Marwaha, Office of Labor Standards

7. [Appt 01883](#) **Appointment of Edilka Dominguez as member, Domestic Workers Standards Board, for a term to February 28, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Jasmine Marwaha, Office of Labor Standards

8. Transparency Requirements for Contract Workers*Supporting**Documents:*[Draft Legislation \(4/4/21\)](#)[Presentation - Independent Contractor Legislation](#)[Central Staff Memo \(4/4/21\)](#)**Briefing and Discussion****Presenter:** Karina Bull, Council Central Staff

- 9. [CB 120058](#) AN ORDINANCE relating to the Office of Housing (OH); authorizing the acceptance of a transfer of real property in Southeast Seattle for the purpose of development of affordable housing and other related uses, and for general municipal purposes; placing the property under the jurisdiction of OH; and ratifying and confirming certain prior acts.**

Attachments:[Ex A - Real Property Transfer Agreement](#)[Ex A Ex B - Form of Deed](#)[Ex A Ex C - Form of Affordable Housing Covenant](#)[Ex A Ex D - Form of Restrictive Covenant](#)*Supporting**Documents:*[Summary and Fiscal Note](#)[Summary Att 1 - List of sites for acceptance](#)[Summary Att 2 - Map of sites](#)[Presentation](#)**Briefing, Discussion, and Possible Vote****Presenters:** Emily Alvarado, Director, Erika Malone, Office of Housing; Traci Ratzliff, Council Central Staff**E. Adjournment**



Legislation Text

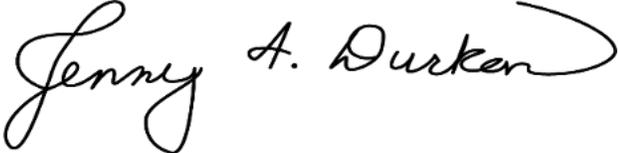
File #: Appt 01877, **Version:** 1

Appointment of Afeworki T. Ghebreiyesus as member, Labor Standards Advisory Commission, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Afeworki T. Ghebreiyesus		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: Member, Position 3
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		Term of Position: * 5/1/2021 to 4/30/2023 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Council District 2	Zip Code: 98144	Contact Phone No.: [REDACTED]
Background: Afeworki was born and raised in Asmara, Eritrea, where he graduated from Asmara University with a BS in chemistry. After spending over a decade working in the mining, oil and gas, and biotechnology industries, he could no longer turn away from the horrific abuse of workers as well as the exploitation of the environment. He fled Eritrea to escape the military dictatorship and re-settled in Seattle. He currently coordinates an employment program geared towards working families and has developed workshops and curriculum around workplace safety and workers' rights that speak to the needs of low-wage BIPOC workers, especially refugees and immigrants. As part of the Eritrean diaspora, he organizes campaigns for human rights and democracy and is also committed to local movements for immigrant and environmental justice.		
Authorizing Signature (original signature): 		Appointing Signatory: Jenny Durkan Mayor of Seattle
Date Signed (appointed): 3/30/21		

AFEWORKI T. GHEBREIYESUS

WORK EXPERIENCE



"I enjoy helping people from diverse culture and age groups to improve their quality of life".

Professional interest: community organizer, Labor, Environment, health & safety, volunteering as system administrator

Personal interest: Activism, outdoor recreation like soccer, hiking, and I enjoy travel & reading as well.

Language: English, Amharic & Tigrigna

PHONE: [REDACTED]

EMAIL: [REDACTED]

EDUCATION/ SOFTWARE/SYSTEMS KNOWLEDGE

- ❖ **B.Sc.** in chemistry University of Asmara, Eritrea.
- ❖ Class of 2018/19 Obtained Certificate in Leadership at Community Leadership Institute Seattle, Washington
- ❖ Class of 1990 Completed one year of **Social Studies** program in Asmara University, Eritrea.

08/2001-01/2002 QA Manager Fred Hollows Intra-ocular lens LAB.

- ✓ Represented the management group during the periodic external audits for ISO 9002, EN 46002 and CE mark accreditation. Authorized to release products for primary packing, secondary packing & for sale.
- ✓ Prepared Reports conduct regular recalls, post -marketing surveillance, regular internal quality audits (IQAs), carry out preventive and corrective actions, and handle complaints.
- ✓ Developed SOPs, Quality Manual, Batch records, MSSs / ATRs for incoming raw materials, intermediate & finished products, packaging components, and product always labels & ensured their compliance. Keep training records.
- ✓ Trained and supervised quality assurance and production personnel on QC/QA protocols.

06/2005-08/2007 Assistant Manager -Asmara Pickling & Tannery (APT)

- ✓ Coordinate with insurance administrations to process claims.
- ✓ Monitored Imports & Exports proceedings, involved in developing specifications as well as in appraising suppliers, developing, supply strategies, evaluating performance and value/cost analysis.
- ✓ Performed to improve lead-time to delivery and achieve better functionality of the product, analyze current and future requirements, developing and managing supplier relationships.
- ✓ Streamlined operations and reduced annual expenses by identifying areas of unnecessary cost expenditures, including identifying unutilized resources
- ✓ Managed multiple vendor relationships & negotiated pricing

10/2007 to 07/2009

HSEQ & SD Advisor with Total, Eritrea

- ✓ Managed Safety policy of the affiliate in line with rules and regulations as stipulated in corporate guidelines, ensuring compliance with both group and local rules as related to HSEQ.
- ✓ Managed Safety activities of 5 depots, 40 service stations, 35 general trade sites, and warehouse.
- ✓ Monitored road safety of issues of all staff and more than 40 truck drivers driving on the average 20,000 kms/month.
- ✓ Represented the management during external audits of the subsidiary.

As Environmental and Sustainable Development Manager of the subsidiary,

- ✓ Monitored environmental pollution in the logistical facilities and Conduct self-evaluation of sites on the Environment and, Carbon emissions, used oils, & all type of wastes from our activities.
- ✓ Administered oil interceptors and developed oil spill contingency plan and Marine Emergency response plans
- ✓ Managed corporate Environmental performance data report requirements and produce a verifiable data available on accidental Hydrocarbon spills, remediation works, Green House Gas emissions, Non-CH4 VOC to meet the regulatory requirements.
- ✓ Deployed gap closure plans/measures to address the identified environmental gaps.
- ✓ Implemented SD initiatives (health, road safety, education & training, community awareness, malaria program, avian flu, H 1 N1 & other diseases outbreaks) in the subsidiary

- ❖ LIMS (Lab information management system)
- ❖ Arizona State University Online class (Chemical Engineering /Data Security)
- ❖ Self-Directed Learning - Creative Live | 200 hours

Volunteer

- ❖ System Administrator & Digital Literacy trainer | 300 hours
- ❖ Boards & Commissions
- Seattle Democracy Voucher Program Advisory Board (SEEC)
- Metro Advisory Board

SKILLS/ TRAINING

- ISSRS (Safety Management System)
- AAS method of analysis
- PC application & trouble-shooting
- IOLs & QA Management
- Customer service & Market research
- Language access training – API Chaya
- 4 years high school teaching experience

REFEREES

Ramiro Benitez [REDACTED]

Gizachew Manhal [REDACTED]

Adam Taylor [REDACTED]

Yodit Teklemariam [REDACTED]

Lucy Simko [REDACTED]

August 2009-Mar, 2010 OSHA-Manager

Nevsusn / Bisha Mining

- ✓ Develop/review SOPs in compliance with statutory legislation, the Company's Health & Safety Policy, OHSAS 18001/2007, and ISO 14001/ 2004 standards to prevent accidents to personnel, property, and & damage to the environment.
- ✓ Coordinate emergency drills & implementation of Health and Safety Management System
- ✓ Prepare reports chair meetings and communicate and update on diseases outbreaks/ Safety issues.
- ✓ Enforce deployment of MSDS in the place of use & disseminate Health and Safety materials suitable for toolbox topics.

Dec 12, 2011 - June 2016 Employment Specialist, REWA, Seattle, WA

- Conduct comprehensive assessment and General intake with clients to identify their training & other needs
- Help families navigate complex systems, provide language and cultural support, assist families access resources, information, and services.
- Network and develop positive partnering relationships with other agencies' staff.
- Work with other program staff and Program coordinators to monitor, evaluate and improve program performance to meet client needs most effectively.
- Maintain an accurate & up-to-date file
- *Work on clients' barriers to becoming employable and self-sufficient.*
- Assist client access education and employment opportunities
- Provide job placement support, coaching refugee clients in process to seek and obtain employment.
- Guide clients through hiring and job orientation process

June 2016 up to Present

Program Coordinator, REWA, WA

- Assist in the development of short- and long-term plans for three big programs, monitor progress, assure adherence, and evaluate performance
- Empower & Support staff (organizing workshops, case note management, MCR and QSR...)
- Develop yearly outreach plan & lead weekly meetings
- Supervise line staff by articulating expectations, displaying model behavior, maintaining open lines of communication and being clear about roles and relationships
- Organize training seminars
- Communicating with a wide range of people from various cultural and socio-economic backgrounds,
- Train new hires & assist other programs: prime program, ...

August 2020 up to Present Trainer

Volunteer, System Admin & Digital Literacy
Debes Eritrea Org, Seattle, WA

- Train community members to gain hands-on skills in accessing information and communicating on a variety of digital platforms during the pandemic.

Labor Standards Advisory Commission

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 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
	F	2	1.	Commissioner	Elizabeth Ford	5/1/19	4/30/21	2	Mayor
			2.	Commissioner	Alexis Rodich	5/1/20	4/30/22	1	Mayor
2	M	2	3.	Commissioner	Afeworki T. Ghebreiyesus	5/1/21	4/30/23	1	Mayor
			4.	Commissioner	Annie Wise	5/1/20	4/30/22	1	Mayor
6	F	7	5.	Commissioner	Tracy Taylor	5/1/21	4/30/23	1	Mayor
6	M		6.	Commissioner	Andrew Beane	5/1/20	4/30/22	2	Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Artie Nosrati	5/1/20	4/30/22	2	City Council
			9.	Commissioner	Will Pittz	5/1/19	4/30/21	1	City Council
6	F	1	10.	Commissioner	Samantha Grad	5/1/20	4/30/22	2	City Council
			11.	Commissioner	Gay Gilmore	5/1/19	4/30/21	1	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/20	4/30/22	1	City Council
6	F	2	13.	Commissioner	Marilyn P. Watkins	5/1/19	4/30/21	1	City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/20	4/30/22	1	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	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	2				1				2			
Council		4			1					3			
Other					1								
Total	2	6			2	1				5			

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

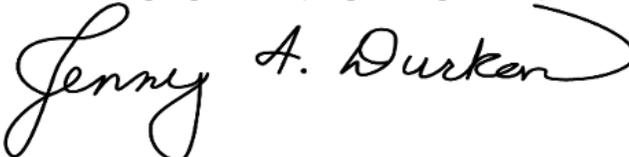
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Appointment of Diana Ochoa as member, Labor Standards Advisory Commission, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Diana Ochoa</i>		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: <i>Member, Position 7</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		Term of Position: * 5/1/2021 to 4/30/2023 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: NA	Zip Code: 98204	Contact Phone No.: [REDACTED]
Background: Mi nombre es Paola Ochoa, Nací en el estado de Sonora México, emigré junto a mi familia a el estado de Washington en el 2007. Como emigrante he enfrentado grandes retos al llegar a este país, experimente lo que fue abuso laboral y robo de salario, esto me motivo a aprender acerca de mis derechos. Conocí a Casa Latina por medio del programa de Mujeres Sin Fronteras, empecé como voluntaria, después como facilitadora del programa y promotora de derechos laborales. Actualmente estoy muy feliz de poder estar sirviendo a mi comunidad como organizadora del programa de Derechos Laborales y poder ayudar a otros que como yo un día pensó que no tenía derechos en este país. My name is Paola Ochoa, I was born in Sonora Mexico. I emigrated with my family to Washington state in 2007. As an emigrant I have faced big challenges upon arriving in this country. I experienced labor abuse and wage theft. This motivated me to want to learn more about my rights. I encountered Casa Latina through the Mujeres Sin Fronteras program. Later I started as a volunteer and then as a facilitator of the program. A time later I started as a workers rights promoter. I'm currently very happy working and being able to serve my community as a workers rights organizer in the workers rights program of Casa Latina. Now I can help other people, people who like me once thought that the rights did not exist.		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Jenny Durkan</i> Mayor of Seattle
Date Signed (appointed): 3/30/21		

DIANA OCHOA

2107 4th AVE W, Everett, WA, 98204
425 697 0755

EXPERIENCE

FEB. 2019 / PRESENT

WORKERS RIGHTS ORGANIZER, CASA LATINA

The Worker Rights Program Organizer coordinates and implements outreach and educational activities on worker rights to low-wage, immigrant workers, as well as co-facilitates the Worker Defense Committee to support workers to recover unpaid wages.

SEP. 2016 – DEC. 2018

SAFETY OFFICER, AMERICA FIRST ROOFING INC.

Inspect machines, equipment, working conditions and public places to ensure compliance with government and industry standards and regulations, in relation to occupational health and safety.

EDUCATION

JUL. 2006

HIGH SCHOOL DIPLOMA, CONALEP SONORA MX.

General studies.

SKILLS

- Outreach & communication to the community
- Meeting facilitator
- Developing Spanish material
- Fluent Spanish – conversational English

Labor Standards Advisory Commission

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

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Roster:

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			11.	Commissioner	Gay Gilmore	5/1/19	4/30/21	1	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/20	4/30/22	1	City Council
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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	2				1				2								
Council		4			1					3								
Other					1													
Total	2	6			2	1				5								

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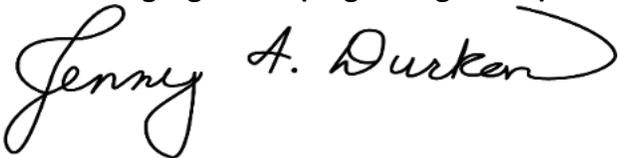
File #: Appt 01879, **Version:** 1

Appointment of Alexis Rodich as member, Labor Standards Advisory Commission, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Alexis Rodich</i>		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: <i>Member, Position 2</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 5/1/2020 to 4/30/2022 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Council District 7	Zip Code: 98101	Contact Phone No.: [REDACTED]
Background: Alexis Rodich is the Director of Research and Policy for Service Employees International Union (SEIU) Local 775, the caregivers' union representing more than 45,000 workers in Washington State and Montana. Alexis and her team have developed bold policy to address harassment, abuse, and discrimination toward caregivers, fight discriminatory barriers to entering the home care profession, and raise standards for domestic workers and gig workers in the city of Seattle. Alexis holds an MBA from the Kogod School of Business at American University and prior to joining SEIU 775 in 2017, served in various roles at SEIU's headquarters in Washington DC and in the private sector.		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Jenny Durkan</i> Mayor of Seattle
Date Signed (appointed): 3/30/21		

Alexis Rodich

• Seattle, WA

PROFESSIONAL EXPERIENCE

Research & Policy Director

2017 - Present

SEIU 775

- Lead SEIU 775's research and policy team, continuing the local's long tradition of building power for caregivers and other low-wage workers through bold policy and innovative models of worker organizing

Digital and Business Strategy Consulting

2015 – 2016

Consulting practice focused on digital and business strategy in the music industry and political arena. Projects include:

Indivisible (National)

- Implemented non-profit financial operations; created and managed \$2,000,000 master and operating budgets
- Identified non-profit fiscal sponsor; negotiated 501c4 and 501c3 fiscal sponsorship agreements
- Developed organization wide data strategy and implementation plan

ZZK Records & Films

- Developed worldwide album release and tour marketing campaigns in English, Spanish, and French
- Implemented PR and business development CRM system; oversaw all email marketing communication
- Created business plan, label launch strategy, and release campaigns for new imprint AYA Records

Director of Tour Marketing

2013 -- 2014

AM Only / Paradigm Talent Agency

- Established scalable, data-informed marketing infrastructure to drive ticket sales for >5000 annual events
- Negotiated and oversaw the allocation of >\$1,000,000 in tour marketing and ad spends
- Established agency wide ticket data standardization, utilization, and reporting strategy

Founding Team Member & Director of Artist Services

2009 -- 2013

Bandsintown

- Lead Artist Platform launch and growth strategy, resulting in product adoption by more than 150,000 touring artists
- Oversaw 3-5 person team responsible for marketing, support, community management, and business development
- Served as spokesperson in publications and at industry conferences and events

Various, Research Department & Exec. office

2004 -- 2008

Service Employees International Union (SEIU)

- Conducted policy, industry, and market specific research in support of organizing and bargaining strategy
- Managed research associates and analysts, responsible for hiring and day-to-day management
- Conducted capital market research including financial statement analysis, analysis of corporate structure, and power mapping

EDUCATION

MBA (Finance)

Kogod School of Business
American University

BA (International Economics)

School of International Studies
American University

TECHNICAL COMPETENCIES

- **Analytics:** Statistics, SQL*, Python*, Tableau, advanced Excel
- **Email List & CRM:** Mailchimp, Sendgrid, Highrise
- **Web Dev:** basic HTML, basic CSS, Adobe Photoshop
- **Research:** Financial analysis, FOIA, EDGAR,

Labor Standards Advisory Commission

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6	F	2	13.	Commissioner	Marilyn P. Watkins	5/1/19	4/30/21	1	City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/20	4/30/22	1	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	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	2				1				2								
Council		4			1					3								
Other					1													
Total	2	6			2	1				5								

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

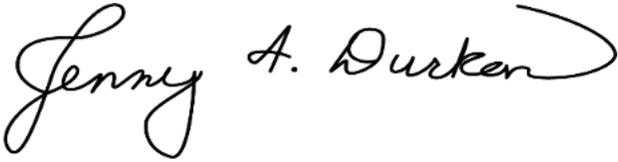
File #: Appt 01880, **Version:** 1

Appointment of Tracy Taylor as member, Labor Standards Advisory Commission, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Tracy Taylor</i>		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: <i>Member, Position 5</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 5/1/2021 to 4/30/2023 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Council District 7	Zip Code: 98117	Contact Phone No.: [REDACTED]
Background: My name is Tracy Taylor. I am the General Manager of Elliott Bay Book Company. Additionally, I opened a woman and queer owned newstand on Capitol Hill, Big Little News, in March of this year. I've done extensive volunteer work within the business community; the Pioneer Square Economic Development Council, the Capitol Hill Chamber of Commerce, the GSBA Capitol Hill Alliance. and currently as Co-Chair on the Small Business Advisory Council. I've seen both the positive impact of many of Seattle's progressive labor ordinances as well as unintended negative effects on small businesses throughout the city over the last ten years.		
Authorizing Signature (original signature):  Date Signed (appointed): 3/30/21		Appointing Signatory: <i>Jenny Durkan</i> <i>Mayor of Seattle</i>

Tracy Taylor



Big Little News- Seattle, WA. Co-Owner 2021
Retail- Magazines, Beverages, Sundries,

Elliott Bay Book Company, Seattle, WA-General Manager 1990- Present

Oversee all aspects of store operations: inventory management, hiring, human resources, training, merchandising, policy development, professional development, vendor relations, advertising, team building, community and customer relations, IT and benefits.

Balancing a relationship between the community and neighborhood while creating a place for literacy, knowledge and the pursuit of ideas that reflect our customers and our community.

Adapting to new ideas while retaining the unique qualities of our brick and mortar business in the face of economic and social changes within our city and industry.

Maintained a smooth transition with staff and store stability during three ownerships.

Seattle Public Schools-Educator 1990
Substitute Teacher-all grade levels, all schools, and multiple disciplines.

Tattered Cover Bookstore, Denver, Co. - Bookseller 1987-1990
Customer Service, sales, purchasing,
Assisted in supervising, training and scheduling over 75 staff.

United States Peace Corps, Lessos, Kenya- Educator 1984-1987
Rural Secondary School English Teacher-prepared students for the O Level exams.
Built and stocked a community library.
Trained in cultural sensitivity, social norms., Kiswahili language.

Boards and Associations

Mayor's Small Business Advisory Council, Seattle, WA.-Co-Chair

Capitol Hill Chamber of Commerce- Executive Committee, Seattle, WA. 2013-2019
· Recipient of 2018 Spirit of the Hill Award

American Booksellers Association-Advisory Council 2013-2016

Pacific Northwest Booksellers Association- President 1994-2000

Pioneer Square Economic Development Committee, Seattle, WA 1995-1998

Labor Standards Advisory Commission

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 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
	F	2	1.	Commissioner	Elizabeth Ford	5/1/19	4/30/21	2	Mayor
			2.	Commissioner	Alexis Rodich	5/1/20	4/30/22	1	Mayor
2	M	2	3.	Commissioner	Afeworki T. Ghebreiyesus	5/1/21	4/30/23	1	Mayor
			4.	Commissioner	Annie Wise	5/1/20	4/30/22	1	Mayor
6	F	7	5.	Commissioner	Tracy Taylor	5/1/21	4/30/23	1	Mayor
6	M		6.	Commissioner	Andrew Beane	5/1/20	4/30/22	2	Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Artie Nosrati	5/1/20	4/30/22	2	City Council
			9.	Commissioner	Will Pittz	5/1/19	4/30/21	1	City Council
6	F	1	10.	Commissioner	Samantha Grad	5/1/20	4/30/22	2	City Council
			11.	Commissioner	Gay Gilmore	5/1/19	4/30/21	1	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/20	4/30/22	1	City Council
6	F	2	13.	Commissioner	Marilyn P. Watkins	5/1/19	4/30/21	1	City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/20	4/30/22	1	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

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Mayor	2	2				1				2			
Council		4			1					3			
Other					1								
Total	2	6			2	1				5			

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Legislation Text

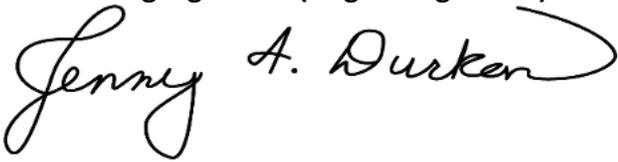
File #: Appt 01881, **Version:** 1

Appointment of Annie Wise as member, Labor Standards Advisory Commission, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Annie Wise</i>		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: <i>Member, Position 4</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 5/1/2020 to 4/30/2022 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Riverton-Boulevard Park	Zip Code: 98168	Contact Phone No.: [REDACTED]
Background: Annie Wise is the Operations Director at the Martin Luther King County Labor Council, a nonprofit organization that has advocated for improving the livelihoods of working people for more than 130 years. She has helped to enact and defend pro-worker policies, elect pro-worker candidates to public office, and build power for local unions. She is an 11-year resident of Seattle, and lives in South Seattle with her husband and pug.		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Jenny Durkan</i> Mayor of Seattle
Date Signed (appointed): 3/30/21		

ANNIE WISE

annie@mlklabor.org

EXPERIENCE

MLK Labor, Seattle, WA - Operations Director

JULY 2017 - PRESENT

- Bank reconciliations, deposit preparation, all facets of payroll including union dues, 401k, retirement, and health benefit administration.
- Administration of per capita database, ensuring that payments received are allocated to the appropriate unions.
- Managing multiple bank accounts and CDs.
- Executing accounts payable functions with approximately \$750k in annual revenue.
- Reporting to trustees and AFL-CIO on quarterly financials.
- Writing and submitting annual budgets between \$650 - \$900k.
- Executive assistant/ scheduling for Executive Secretary Treasurer.
- Planning and management of fundraising efforts, including an awards presentation for 150+ attendees, with 76 sponsors, raising over \$160k.

Hotel Sorrento, Seattle, WA - Group Sales Manager

MARCH 2012 - JULY 2017

- Representing the hotel in soliciting and booking overnight accommodations for corporate/social groups and touring bands.
- Handling all aspects of contract negotiation.
- Administering CRM software.
- Preparing and delivering sales productivity reports.
- Managing Daily Variance Report: accrual of revenue from hotel outlets.
- Initiating and approving deposits and travel agent commissions.
- Providing administrative support for two directors.

Edgewater Hotel, Seattle, WA - Front Desk Agent

NOVEMBER 2010 - MARCH 2012

- Administrative support for hotel operations.
- Billing administration, currency exchange, cash handling.
- Managing hotel switchboard.
- Maintaining a working knowledge of all departments.

SKILLS

Bookkeeping
Budget Writing
Reporting
Contract Administration
Logistics
Scheduling
Office Management
Event Planning
Executive Assistance
Strategic Planning

SYSTEMS

Microsoft Office Suite
Quickbooks Pro
Adobe Creative Cloud
LaborKey
Zoom
Google Drive

PROJECTS

MLK Labor Ombud Program — Staff Liaison

Staffing and assisting the volunteer ombud program in accordance with the national AFL-CIO. The ombud investigates and makes recommendations for complaints regarding conduct violations of the MLK Labor Code of Conduct and the AFL-CIO Anti-Harassment and Anti-Discrimination Policy.

EDUCATION

Bennington College

Bennington, VT

BACHELOR OF ARTS, 2008

Labor Standards Advisory Commission

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

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			4.	Commissioner	Annie Wise	5/1/20	4/30/22	1	Mayor
6	F	7	5.	Commissioner	Tracy Taylor	5/1/21	4/30/23	1	Mayor
6	M		6.	Commissioner	Andrew Beane	5/1/20	4/30/22	2	Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Artie Nosrati	5/1/20	4/30/22	2	City Council
			9.	Commissioner	Will Pittz	5/1/19	4/30/21	1	City Council
6	F	1	10.	Commissioner	Samantha Grad	5/1/20	4/30/22	2	City Council
			11.	Commissioner	Gay Gilmore	5/1/19	4/30/21	1	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/20	4/30/22	1	City Council
6	F	2	13.	Commissioner	Marilyn P. Watkins	5/1/19	4/30/21	1	City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/20	4/30/22	1	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	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	2				1				2			
Council		4			1					3			
Other					1								
Total	2	6			2	1				5			

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 01882, **Version:** 1

Reappointment of Emily Dills as member, Domestic Workers Standards Board, for a term to February 28, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Emily Dills</i>		
Board/Commission Name: <i>Domestic Workers Standards Board</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 3/1/2021 to 2/28/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Snohomish	Zip Code: 98296	Contact Phone No.: [REDACTED]
Background: <i>Founder of employment company (1997-current): conduit for employer compliance through education and outreach; advocate for worker fair wages, benefits, and healthy working conditions (business awards include US Bank/BBB Excellence in Service). Former domestic employee in the private home of local families. Current participant: WA State Collaborative Task Force.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/27/21	Appointing Signatory: <i>Teresa Mosqueda</i> <i>Seattle City Councilmember- Citywide</i>	

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

Emily Dills

Professional Experience

Seattle Nanny Network, Inc.
Founder

November 1997- current

- Guided growth of company from one employee to twenty-five office and field staff
- Achieved thousands of successful client-employee placements and act as resource referral for questions around HR, conflict resolution, mediation & employee retention
- Manage overall operations of company and authorize all major corporate decisions
- Main point of contact for media relations
- Track industry market standards
- Interview, hire and manage staff
- Review and approve expenses for company forecasting and budgetary purposes
- Managing marketing and branding efforts
- Key corporate account development (Seattle Children's Hospital Research Institute launched 2016, Perkins Coie LLP launched 2004)
- Expanded services through emerging market concepts (partnership with PogoRides.com driver app for parent carpools launched May 2017)

Dependent Professional Drivers, LLC

July 2016-2018

Founder of DPD, LLC and partnership to start up POGO Rides

- Sourced, trained, managed team of professionally trained drivers for children
- Assisted in R&D for emerging child rides business model and developing app

CARE.com

August 2017-Current

Care@Work

Partnership

- Expanding local market for world's largest online marketplace for care
- Fill on demand child care requests for corporate partners (Amazon, Google, Tesla, Starbucks, BestBuy, Facebook, Oracle, Seattle Children's Hospital)
- Source, train, manage, employ team of qualified caregivers to meet growing demand

Bright Horizons USA

November 2015-August 2017

Backup Care Advantage Program (BUCA)

Partnership

- Filled on demand child care requests for corporate partners (Microsoft, Bill & Melinda Gates Foundation, T-Mobile)
- Sourced, trained, employed and managed team of qualified caregivers

Executive Domestic

November 1999-2010

Founder

- Placement of housekeepers, estate managers, personal chefs and personal assistants
- Managing overall operations of company and making major corporate decisions
- Merged operations with SNN, Inc as market retreated post downturn

Awards and Recognition

- Parent Map Magazine "Best of" Golden Teddy Awards Winner 2015, 2017, 2018 and Finalist 2011, 2012, 2013, 2014
- Red Tricycle Totally Awesome Awards Finalist 2011, 2012, 2013, 2014, 2015, 2016
- Best of CitySearch 2006 and 2007
- Seattle's Child Magazine Article "Paying In Home Caregivers on the Books" 1997
- Editorial interviews include Forbes.com, MSNBC.com, Seattle Magazine, Seattle Times/PI, 425 Business Magazine, Kirkland Courier, Cookie Lifestyle Magazine

- Guest speaking engagements include Kirkland Chamber of Commerce Women in Business at Bellevue Community College, Program for Early Learning Support (PEPS) seminar for Choices in Child Care, Mother Attorneys Mentoring Association, American Immigration Lawyers Association, Seattle Channel Inside Out
- Hand in Hand domestic employer organization member and guest to their 2020 convention, Las Vegas
- NDWA – invited by Hand in Hand and NDWA to attend Federal DWBOR in WA DC, 2019

Community service/volunteer work

- Domestic Workers Standards Board, member 2020-current
- Lakeside School Parent Guardian Association class representative 2020-current
- Campaign fundraising for Congressional Candidate Kristine Reeves 2020
- School fundraising: Woodinville Montessori School auction chair, increased contributions by 125% over previous year, 2018
- Weekly classroom volunteer *Bear Creek Elementary* Literacy class, 1st grade 2018
- Bi-monthly participant *Childcare Collaborative Task Force for Washington State*, established by former Rep. Kristine Reeves 2018- current

Education

University of Hawaii, General Studies
 North Seattle Community College, General Studies
 University of Washington, Political Science
 DIS Study Abroad in Scandinavia (Academic Year)

References

Suzi Levine, Principal Deputy Assistant Secretary, Employment & Training Administration at U.S. Dept of Labor suzid@hotmail.com

Tahmina Watson, Attorney, activist, author and founding member of local chapter of American Immigrant Law Association (AILA)
tahmina@watsonimmigrationlaw.com

Domestic Workers Standards Board

9 Members: Pursuant to CB 119286, all members subject to City Council confirmation, positions 1, 3, 5 and 7 to 2-year terms, positions 2, 4, 6, 8 and 9 to 3-year terms; all subsequent terms shall be 3-years.

- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Other Appointing Authority: Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	F	NA	1.	Member	Silvia Gonzalez	3/1/21	2/28/24	2	Mayor
U	F	2	2.	Member	Lani Todd	3/1/19	2/28/22	1	Mayor
U	F	6	3.	Member	Liz Hunter	3/1/21	2/28/24	2	Mayor
U	F	2	4.	Member	Teresa Hills	3/1/19	2/28/22	1	Mayor
3	F	5	5.	Member	Edilka Dominguez	3/1/21	2/28/24	1	City Council
			6	Member	Marie Rosembert	3/1/21	2/28/24	1	City Council
6	F	NA	7.	Member	Emily Dills	3/1/21	2/28/24	2	City Council
6	F	3	8.	Member	Dana Barnett	3/1/19	2/28/22	1	City Council
			9.	Member	Vacant	3/1/19	2/28/22	1	Board
6	M	U	10.	Member	Jordan Goldwarg	3/1/20	2/28/22	1	Mayor
U	F	NA	11.	Member	Etelbina Hauser	3/1/20	2/28/22	1	Mayor
			12.	Member	Vacant	3/1/20	2/28/23	1	City Council
6	F	5	13.	Member	Baylie Freeman	3/1/20	2/28/23	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Other													
Total													

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 01883, **Version:** 1

Appointment of Edilka Dominguez as member, Domestic Workers Standards Board, for a term to February 28, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Edilka Dominguez		
Board/Commission Name: Domestic Workers Standards Board		Position Title: Member
<input checked="" type="checkbox"/> Appointment <i>OR</i> <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed: 4/28/2021	Term of Position: * Term begin: <i>03/1/21</i> to Term end: <i>02/8/24</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Ravenna, Seattle</i>	Zip Code: <i>98115</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: More than 15 years working on early childhood education Preschool teacher Nanny (currently working) Sales/ e-commerce		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Teresa Mosqueda</i> <i>Seattle City Councilmember- Citywide</i>	

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

Edilka Dominguez



I am writing to express my interest in this position available in the Domestic Workers Standards Board. As a dedicated professional with more than 10 years of experience in diverse fields; nanny, teacher, assistance, e-commerce sales. I am confident that I can provide excellent support in this role.

Professional Profile

Education

- Associates in business and logistics 2008-2011
- Bachelor in education 2008- 2011
- experience providing care in early childhood education
- Preschool teacher
- CPR, AED and First Aid certification all up to date
- Logistic certification
- Administrator of a family business.
- Strong communication skills
- Fluent in Spanish as a native language
- Trained in redirection and positive discipline.
- Enrichment in continuing education, cultures, art, yoga, nutrition.

2008-2011.

Administrator of the family business

- Provide customer services
- Microsoft office
- Time management
- Analysis
- Inventory and suppliers control
- Good communication and written skills.
- Sale control report for bookkeeping.

Preschool and elementary students in Panama:

- Planned weekly curriculums for every class
- Taught student lessons through interactive activities
- Organize activities and explore creativity of the children

- Communicate and involve families with the progress
-
-

2012 - 2018.

AuPair / Nanny - Nicolis, Rice and Patiño families.

- Provided daily care for the children
- Plan activities and games addressing milestones of children age
- Planning and reporting outdoor activities; hiking, walking, climbing, swimming, exploring, etc.
- Assist the children teaching them to organize their room, and toys around the house.
- Early childhood education without stress: reading, math, emotion awareness, motor skills.
- Prepared baby food and healthy recipes for the children
- Play with the children
- Educate the children with fun games
- Driving the children to activities
- Light shopping with children
- Provide weekly classes schedule to parents
- Cooking for fun, introducing new foods to the children with a balance of nutrition.



Preschool teacher 2018

- Set up the activities in the morning
- Engage children to play with peers, to initiate social contact and play in groups
- Help to maintain the safety and comfortable environment around the children,
- Adapt to daily routines and different needs
- Help to plan curriculum activities
- Help the children to identify emotions to control impulses and learn stress reduction.
- Organize children to go outside
- Supervise the children's safety when they are outside the school, in the library, park or field.
- Provide age appropriate discipline
- Encourage problem solving
- Observe and communicate behavior of the children
- Help the kids to clean up after playtime

2019 -2021.

Nanny Share - Bianamara, and Lins families.

- Provided daily care for the children
- Plan activities and games addressing milestones of children age
- Planning and reporting outdoor activities; hiking, walking, climbing, swimming, exploring, etc.
- Promote bilingual language skills through reading, story telling, and playing.
- Problem solving between parents' busy schedules, and kids' routines.
- Assist the children teaching them to organize their room, and toys around the house.
- Assist teaching/couching the parents on how to teach, and guide their kids.

Domestic Workers Standards Board

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6	F	NA	7.	Member	Emily Dills	3/1/21	2/28/24	2	City Council
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6	M	U	10.	Member	Jordan Goldwarg	3/1/20	2/28/22	1	Mayor
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			12.	Member	Vacant	3/1/20	2/28/23	1	City Council
6	F	5	13.	Member	Baylie Freeman	3/1/20	2/28/23	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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Council													
Other													
Total													

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Diversity information is self-identified and is voluntary.



Legislation Text

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Transparency Requirements for Contract Workers

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to independent contractors in Seattle; establishing labor standards requirements for independent contractors working in Seattle; amending Sections 3.02.125, 3.15.000, and 6.208.020 of the Seattle Municipal Code; and adding a new Chapter 14.34 to the Seattle Municipal Code.

..body

WHEREAS, independent contract work is a growing source of income for workers across the country; and

WHEREAS, in 2018, the BLS reported that 6.9 percent of workers (10.6 million individuals) gain their primary source of income as an independent contractor; and

WHEREAS, in 2018 and 2019, Gallup and the Freelancers Union surveys reported higher rates of independent contractors, up to 36 percent of workers (57 million individuals), by including broader categories of alternative work arrangements and including those who use independent contract work as a primary or supplemental source of income; and

WHEREAS, a 2012 Economic Modeling Specialists International, Inc. (EMSI) analysis of BLS data listed Washington State as tied for fifteenth place for states with the highest proportion of self-employment and estimated 126,623 self-employed jobs in the Seattle Metropolitan Statistical Area, noting that the number of jobs may differ from the number of workers, as one worker may fill more than one job; and

WHEREAS, a 2019 Washington State Department of Commerce study found that independent contracting is on the rise in Washington state, increasing by 15 percent from 2008 to 2016; and

WHEREAS, independent contractors have the opportunity for increased flexibility and control over their work, but they also face challenges, such as working without employee

1 protections, non-payment or late payment, lack of information about the terms and
2 conditions of their work, and misclassification; and

3 WHEREAS, multiple studies show that timely payment is an issue for independent contractors,
4 including a Freelancers Union survey reporting that 60 percent of freelancers reported
5 problems with late and non-payment, and a Gallup, Inc. survey reporting that 39 percent
6 of independent contractors reported problems with timely and accurate payment as
7 compared to 18 percent of employees in traditional employment; and

8 WHEREAS, under current law, an independent contractor’s primary legal recourse for non-
9 payment or late payment is a legal action for breach of contract in small claims court or
10 civil court and the time and expense of going to court and/or hiring an attorney prevents
11 many independent contractors from pursuing payment claims; and

12 WHEREAS, the Washington State Department of Commerce found that independent contractors
13 reported experiencing a weaker sense of economic security than in traditional jobs due to
14 problems with income volatility, non-payment or late payment with limited recourse to
15 contract enforcement, and difficulty navigating Washington’s regulatory systems, and
16 participants, particularly in Seattle, and shared their interest in a more centralized – or at
17 least cooperative – contract enforcement mechanism; and

18 WHEREAS, in Washington, employers must provide employees with itemized pay statements
19 each time wages are paid under chapter 49.12 RCW and WAC 296-126-040; and

20 WHEREAS, in Seattle, employers must pay employees all compensation owed by reason of
21 employment on an established, regular payday at least monthly, and provide employees
22 with basic information about the terms and conditions of their job at time of hire and
23 itemized pay statements each time wages are paid under the Wage Theft Ordinance,

1 Seattle Municipal Code (SMC) Chapter 14.20; and

2 WHEREAS, in Seattle, Transportation Network Companies (TNCs) and food delivery network
3 companies must provide gig workers with certain information about their jobs and pay,
4 but there are not comprehensive transparency requirements for all independent
5 contractors working in Seattle; and

6 WHEREAS, a lack of transparency about job information and pay can lead to confusion or
7 disagreement about the terms and conditions of work and mask deceptive payment
8 practices; and

9 WHEREAS, large delivery businesses that make extensive use of workers hired as independent
10 contractors have come under scrutiny for improperly paying delivery drivers, including
11 failure to pay drivers all tips earned from customers or using tips to subsidize promised
12 wages, and proving wage theft is difficult when hiring entities are not required to provide
13 an itemized accounting of earnings; and

14 WHEREAS, in 2017, Instacart agreed to pay \$4.6 million and make changes to how it explains
15 its fees to customers to settle a class-action lawsuit filed by shoppers and drivers over
16 allegations of improper tip pooling, failure to reimburse workers for business expenses,
17 and imposing a service fee reported to look like a tip; and

18 WHEREAS, in 2020, Door Dash agreed to pay \$2.5 million dollars in a settlement, including
19 \$1.5 million dollars paid directly to eligible delivery drivers, with the Office of Attorney
20 General of the District of Columbia over allegations that the company had misrepresented
21 what tip amounts meant for worker pay and took tips from workers to lower the
22 company's labor costs; and

23 WHEREAS, in 2019, the Los Angeles Times reported that Amazon delivery drivers suspected

1 that Amazon was using their tips to subsidize promised wages but did not have
2 breakdowns of their compensation as proof of this practice, and two drivers tested their
3 suspicions by delivering items to their homes through Amazon and by tipping themselves
4 amounts that Amazon ultimately did not include in their compensation for the deliveries;
5 and

6 WHEREAS, in February 2021, Amazon agreed to pay \$61.7 million in a settlement with the
7 Federal Trade Commission (FTC) over allegations of withholding the full amount of
8 customer tips from AmazonFlex drivers, and the FTC alleged that Amazon withheld this
9 amount from workers by using the worker's tips to subsidize the company's guaranteed
10 minimum base pay to drivers for each order. As part of the settlement agreement,
11 Amazon was prohibited from misrepresenting any driver's income or rate of pay, the
12 amount of tips paid to workers, the amount of tips paid by customers, and making
13 changes to how tips are used as compensation without first obtaining the worker's
14 express informed consent; and

15 WHEREAS, large delivery businesses and other businesses that make extensive use of workers
16 hired as independent contractors have also come under scrutiny for misclassifying these
17 workers; and

18 WHEREAS, misclassification is the practice of improperly classifying employees as independent
19 contractors; and

20 WHEREAS, in 2015, the Economic Policy Institute (EPI) reported that across the country about
21 10 to 20 percent of employers misclassify workers as independent contractors and that
22 the numbers were likely increasing, thereby depriving substantial numbers of workers of
23 workplace protections that are afforded to employees, undermining worker bargaining

1 power and leaving workers more vulnerable to wage theft, disadvantaging employers
2 who comply with employment rules and therefore have higher labor and administrative
3 costs, and resulting in losses of billions of dollars in tax revenue for local, state, and
4 federal governments alongside added costs of providing social services to uninsured
5 workers; and

6 WHEREAS, in 2019 the Harvard Law School Labor and Worklife Program reported that 19
7 percent of employers in the Seattle-Bellevue-Tukwila area engage in misclassification –
8 higher than the statewide misclassification average of 13 percent – and that the
9 prevalence of misclassification in Washington increased from 5 percent in 2008 to 14
10 percent in 2017, and averaged 16 percent over the past five years; and

11 WHEREAS, misclassification occurs in many growth industries such as home care, janitorial,
12 trucking, delivery, construction, personal services, hospitality and restaurants, and work
13 facilitated through online-enabled applications or platforms; and

14 WHEREAS, in 2021, the National Equity Atlas, a research partnership between PolicyLink and
15 the University of Southern California Equity Research Institute, reported that Black,
16 Latinx, and immigrant workers are overrepresented in these industries, compared to their
17 overall share of the labor force; and

18 WHEREAS, in 2020, the National Employment Law Project reported that it is increasingly clear
19 that misclassification is an issue of racial justice as many poor workers of color and
20 immigrant workers, deprived of the core rights and protections of employees, are stuck in
21 a separate and unequal economy where they are underpaid, put in harm’s way on the job,
22 and left to fend for themselves; and

1 WHEREAS, in February 2019, the City Council (Council) passed Resolution 31863 to address
2 the problem of misclassifying employees as independent contractors; and

3 WHEREAS, Resolution 31863 requested the Office of Labor Standards (OLS) and the Labor
4 Standards Advisory Commission (LSAC) to work on policy, outreach and enforcement
5 proposals to address the problem of misclassification; and

6 WHEREAS, in May 2020, the LSAC issued policy recommendations to create more
7 transparency and access to information for workers hired as independent contractors,
8 including recommendations for (1) pre-contract disclosures to provide independent
9 contractors with basic job information and (2) payment disclosures to provide a
10 description of the work performed and pay information; and

11 WHEREAS, requiring hiring entities to provide independent contractors with pre-contract
12 disclosures and payment disclosures aligns with transparency requirements for employees
13 in the Wage Theft Ordinance; and

14 WHEREAS, requiring hiring entities to provide independent contractors with timely payment
15 also aligns with compensation requirements for employees in the Wage Theft Ordinance;
16 and

17 WHEREAS, establishing rights to pre-contract and payment disclosures and timely payment
18 helps all workers hired as independent contractors, and especially those who are
19 misclassified and deprived of the right to receive this information as employees; and

20 WHEREAS, establishing efficient enforcement mechanisms for independent contractors to
21 enforce such rights prevents theft of earned income, promotes the dignity of these vital
22 workers, and increases their economic security and ability to care for themselves and
23 their families; and

1 WHEREAS, preventing theft of an independent contractor’s earned income also promotes
2 business and economic development within the City by reducing unfair competition by
3 unscrupulous hiring entities that do not pay or underpay independent contractors; and

4 WHEREAS, establishing labor standards requirements for commercial hiring entities hiring
5 independent contractors and all hiring entities hiring an independent contractor to
6 perform domestic worker services improves the working conditions and livelihood of a
7 wide swath of workers; and

8 WHEREAS, in 2020, the Domestic Workers Standards Board issued recommendations to the
9 Council and Mayor stating their interest in establishing requirements for hiring entities to
10 provide domestic workers with information about their rights and the conditions of their
11 work; and

12 WHEREAS, there are over 30,000 domestic workers working in Seattle and many of these
13 workers are hired as independent contractors; and

14 WHEREAS, a Seattle Domestic Workers Alliance (SDWA) survey of domestic workers found
15 that 20 percent of domestic workers in Seattle have experienced wage theft, and workers
16 of color who primarily speak a language other than English are more likely to experience
17 wage theft (28 percent and 31 percent, respectively); and

18 WHEREAS, the SDWA survey also found that 56 percent of domestic workers do not have any
19 written record of their job duties or pay, particularly workers of color and immigrants,
20 and workers without this information are more likely to experience workplace violations;
21 and

22 WHEREAS, in 2020, the EPI reported that the vast majority (91.5 percent) of domestic workers
23 are women and just over half (52.4 percent) are black, Hispanic, or Asian

1 American/Pacific Islander women, and domestic workers are three times as likely to be
2 living in poverty as other workers, and almost three times as likely to either be in poverty
3 or be above the poverty line but still without sufficient income to make ends meet; and

4 WHEREAS, in 2021, the EPI also reported that workers of color predominate in the low-paying
5 jobs where misclassification is common and all workers who are misclassified suffer
6 from lack of workplace protections but women, people of color, and immigrants face
7 unique barriers to economic insecurity and disproportionately must accept low-wage,
8 unsafe, and insecure working conditions; and

9 WHEREAS, The City of Seattle (City) is committed to ending racial disparities and achieving
10 racial equity in Seattle; and

11 WHEREAS, the City is a leader on wage, labor, and workforce practices that improve workers'
12 lives, support economic security, and contribute to a fair, healthy, and vibrant economy;
13 and

14 WHEREAS, the City has passed seven ordinances that extend employee protections to
15 independent contractors; and

16 WHEREAS, the Domestic Workers Ordinance (SMC Chapter 14.23), Paid Sick and Safe Time
17 (PSST) for Gig Workers Ordinance (Ordinance 126091), Premium Pay for Gig Workers
18 Ordinance (Ordinance 126094), the TNC Driver Deactivation Rights Ordinance (SMC
19 Chapter 14.32), and the TNC Driver Minimum Compensation Ordinance (SMC Chapter
20 14.33) require hiring entities to provide minimum labor standards such as minimum
21 compensation, paid leave, protection from unwarranted deactivation, and premium pay
22 for independent contractors who perform certain types of work; and

1 WHEREAS, the Seattle Fair Employment Practices Ordinance (SMC Chapter 14.04) prohibits
2 employers from discriminating against domestic workers regardless of their employment
3 status, and the Fair Contracting Practices ordinance (SMC Chapter 14.10) prohibits
4 business enterprises from engaging in discriminatory contracting practices; and

5 WHEREAS, establishing new labor standards for independent contractors, such as requirements
6 for pre-contract disclosures, timely payment, and payment disclosures, requires
7 appropriate action by the Council; NOW, THEREFORE,

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

9 Section 1. A new Chapter 14.34 is added to the Seattle Municipal Code as follows:

10 **Chapter 14.34 INDEPENDENT CONTRACTOR PROTECTIONS**

11 **14.34.010 Short title**

12 This Chapter 14.34 shall constitute the “Independent Contractor Protections Ordinance” and may
13 be cited as such.

14 **14.34.020 Definitions**

15 For purposes of this Chapter 14.34:

16 “Adverse action” means reducing compensation, garnishing tips or gratuities, temporarily
17 or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable
18 work, terminating, deactivating, threatening, penalizing, retaliating, engaging in unfair
19 immigration-related practices, filing a false report with a government agency, or otherwise
20 discriminating against any person for any reason prohibited by Section 14.34.120. “Adverse
21 action” for an independent contractor may involve any aspect of the contractor’s work, including
22 compensation, work hours, responsibilities, or other material change in the terms and conditions
23 in the ability of the independent contractor to perform services for or through the hiring entity.

1 “Adverse action” also includes any action by the hiring entity or a person acting on the hiring
2 entity’s behalf that would dissuade a reasonable person from exercising any right afforded by
3 this Chapter 14.34.

4 “Agency” means the Office of Labor Standards and any division therein.

5 “Aggrieved party” means an independent contractor or other person who suffers tangible
6 or intangible harm due to a hiring entity or other person's violation of this Chapter 14.34.

7 “Application dispatch” means technology that allows customers to directly request
8 dispatch of independent contractors for provision of services and/or allows independent
9 contractors or hiring entities to accept requests for services and payments for services via the
10 internet using mobile interfaces such as, but not limited to, smartphone and tablet applications.

11 “City” means The City of Seattle.

12 “Commercial hiring entity” means a hiring entity that regularly engages in business or
13 commercial activity. A hiring entity is regularly engaged in business or commercial activity if
14 the hiring entity owns or operates any trade, occupation, or business, including a not for profit
15 business, or holds itself out as engaging in any trade, occupation, or business. “Commercial
16 hiring entity” includes those hiring platform gig workers to provide prearranged services, but it
17 does not include the third parties purchasing such services.

18 “Compensation” means the payment owed to an independent contractor by reason of
19 working for the hiring entity, including but not limited to hiring entity payments for providing
20 services, bonuses, and commissions, as well as tips and service charge distributions.

21 “Director” means the Director of the Office of Labor Standards or the Director's
22 designee.

1 “Director rules” means: (1) rules the Director or Agency may promulgate pursuant to
2 subsection 14.34.130.B or 14.34.130.C; or (2) other rules that the Director identifies, by means
3 of an Agency Q&A, previously promulgated pursuant to authority in this Title 14. Rules the
4 Director identifies by means of an Agency Q&A shall have the force and effect of law and may
5 be relied on by hiring entities, independent contractors, and other parties to determine their rights
6 and responsibilities under this Chapter 14.34.

7 “Domestic worker” means “domestic worker” as defined by Section 14.23.010.

8 “Employ” means to suffer or permit to work.

9 “Employee” means any individual employed by an employer, including but not limited
10 to full-time employees, part-time employees, and temporary workers. An employer bears the
11 burden of proof that the individual is, as a matter of economic reality, in business for oneself
12 rather than dependent upon the alleged employer.

13 “Employer” means any individual, partnership, association, corporation, business trust,
14 or any entity, person or group of persons, or a successor thereof, that employs another person
15 and includes any such entity or person acting directly or indirectly in the interest of an
16 employer in relation to an employee. More than one entity may be the “employer” if
17 employment by one employer is not completely disassociated from employment by the other
18 employer.

19 “Hiring entity” means any individual, partnership, association, corporation, business
20 trust, or any entity, person or group of persons, or a successor thereof, that hires an independent
21 contractor to provide any service to the hiring entity or a third party.

1 “Hiring entity payment” means the amount owed to an independent contractor by
2 reason of working for the hiring entity, including but not limited to payment for providing
3 services, bonuses, and commissions.

4 “Independent contractor” means a person or entity composed of no more than one person,
5 regardless of corporate form or method of organizing the person’s business, that is hired by a
6 hiring entity as a self-employed person or entity to provide services in exchange for
7 compensation. “Independent contractor” includes a platform gig worker. “Independent
8 contractor” does not include:

9 1. Any person duly authorized to practice law and who is engaged in the practice
10 of law for the services at issue;

11 2. Any person who is a licensed medical professional acting within the scope of
12 that license for the services at issue; and

13 4. Pursuant to rules that the Director may issue, any person working in a
14 profession that is governed by a comparable code of ethics and who is working within the scope
15 of that profession for the services at issue.

16 “Online order” or “online order for work” means an order for services placed through
17 an online-enabled application or platform, including but not limited to an application dispatch
18 system, provided by a hiring entity.

19 “Platform gig worker” means an independent contractor hired by a hiring entity to
20 provide prearranged services for compensation using an online-enabled application or platform
21 to connect third parties (e.g., customers) with workers.

22 “Primary language” means the language in which the independent contractor feels
23 most comfortable communicating.

1 “Rate of inflation” means 100 percent of the annual average growth rate of the bi-
2 monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and
3 Clerical Workers, termed CPI-W, for the 12-month period ending in August, provided that the
4 percentage increase shall not be less than zero. “Respondent” means a hiring entity or any person
5 who is alleged or found to have committed a violation of this ordinance.

6 “Successor” means any person to whom a hiring entity quitting, selling out, exchanging,
7 or disposing of a business sells or otherwise conveys in bulk and not in the ordinary course of the
8 hiring entity’s business, a major part of the property, whether real or personal, tangible or
9 intangible, of the hiring entity’s business. For purposes of this definition, “person” means an
10 individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm,
11 corporation, business trust, partnership, limited liability partnership, company, joint stock
12 company, limited liability company, association, joint venture, or any other legal or commercial
13 entity.

14 “Tip” or “tips” means a verifiable sum to be presented by a customer as a gift or gratuity
15 in recognition of some service performed for the customer by the independent contractor
16 receiving the tip.

17 “Written” or “writing” means a printed or printable communication in physical or
18 electronic format, including but not limited to a communication that is transmitted through email,
19 text message, or a computer or mobile system, or that is otherwise sent and maintained
20 electronically.

21 **14.34.030 Independent contractor coverage**

22 A. For the purposes of this Chapter 14.34, covered independent contractors are limited to
23 those who perform work for a covered hiring entity, where (1) the work is performed in whole or

1 part in Seattle, and (2) the hiring entity knows or has reason to know that the work is performed
2 in whole or part in Seattle.

3 B. The determination of whether a hiring entity knows or has reason to know that work is
4 performed in whole or part in Seattle, may be demonstrated by any number of factors, including
5 but not limited to:

6 1. The hiring entity specifies the location of the work to be performed, including a
7 service area that is wholly or partially within Seattle;

8 2. The hiring entity provides a location within Seattle at which the independent
9 contractor is permitted or required to perform the work;

10 3. The independent contractor maintains a regular place of business at an address
11 in Seattle and the hiring entity is aware of this regular place of business as indicated by inclusion
12 of the independent contractor's address in Seattle in a pre-contract disclosure, written contract,
13 payment, or other means;

14 4. The independent contractor provides information to the hiring entity indicating
15 that work will be performed in whole or part in Seattle;

16 5. The independent contractor provides services that in fact include a work-related
17 or commercial stop in Seattle; or

18 6. Pursuant to rules that the Director may issue, other factors that are material and
19 necessary to effectuate the terms of this Chapter 14.34.

20 C. If a pre-contract disclosure, payment disclosure, or a written contract references
21 Seattle as a location for services or the independent contractor's regular place of business, there
22 shall be a presumption rebuttable by clear and convincing evidence that the hiring entity knows
23 or has reason to know that the independent contractor's work is performed in whole or part in

1 Seattle. The lack of a reference to Seattle in the disclosures or contract does not conclusively
2 establish that a hiring entity did not know, or did not have reason to know, that work was to be
3 performed in Seattle.

4 D. Time spent by an employee in Seattle solely for the purpose of travelling through
5 Seattle from a point of origin outside Seattle to a destination outside Seattle, with no work-
6 related or commercial stops in Seattle except for refueling or the independent contractor's
7 personal meals or errands, does not create coverage for an independent contractor under this
8 Chapter 14.34.

9 C. Independent contractors who are employees under Chapter 14.20 for covered hiring
10 entities are not covered independent contractors under this Chapter 14.34. Hiring entities must
11 make all required disclosures and pay all compensation owed to such workers in accordance with
12 their obligations under Chapter 14.20.

13 **14.34.040 Hiring entity coverage**

14 A. For the purposes of this Chapter 14.34, covered hiring entities are limited to (1) a
15 commercial hiring entity that hires an independent contractor for services as part of the
16 commercial hiring entity's business or commercial activity; or (2) a hiring entity covered by
17 Chapter 14.23 that hires an independent contractor for domestic services provided by a domestic
18 worker.

19 B. Separate entities that form an integrated enterprise shall be considered a single hiring
20 entity under this ordinance. Separate entities will be considered an integrated enterprise and a
21 single hiring entity under this ordinance where a separate entity controls the operation of another
22 entity. The factors to consider in making this assessment include, but are not limited to:

- 23 1. Degree of interrelation between the operations of multiple entities;

2. Degree to which the entities share common management;
3. Centralized control of labor relations;
4. Degree of common ownership or financial control over the entities; and
5. Use of a common brand, trade, business, or operating name.

14.34.050 Pre-contract disclosure

A. Prior to an independent contractor beginning work for the hiring entity, the hiring entity shall provide the independent contractor with a written pre-contract disclosure that provides itemized information on the proposed terms and conditions of work, including but not limited to:

1. Current date;
2. Name of the independent contractor;
3. Name of the hiring entity;
4. Contact information for the hiring entity, including but not limited to physical address, mailing address, telephone number, and/or email address as applicable;
5. Description of work;
6. Location(s) of work and/or regular place of business of independent contractor or hiring entity;
7. Rate or rates of pay, including, but not limited to, any applicable price multiplier or variable pricing policy, or incentive pay applicable to the offer of work;
8. Estimated tips and/or service charge distributions, if the hiring entity includes tips or service charge distributions as part of the offered compensation;
9. Pay basis (e.g., hour, day, week, monthly, fee per project, piece rate, commission);

1 10. Tips and/or service charge distribution policy;

2 11. Typical expenses incurred in the course of work and which expenses will be
3 paid or reimbursed by the hiring entity;

4 12. Deductions, fees, or other charges that the hiring entity may subtract from
5 payment and accompanying policies for each type of charge;

6 13. Payment schedule; and

7 14. Pursuant to rules that the Director may issue, other information that is
8 material and necessary to effectuate the terms of this Chapter 14.34.

9 B. Hiring entities shall satisfy the pre-contract disclosure requirements by providing the
10 required information in a single document, which may be in the form of a pre-contract
11 disclosure, contract offer, counteroffer, application, or other single document meeting the
12 disclosure requirements.

13 C. Hiring entities shall provide platform gig workers with a pre-contract disclosure at
14 the initial time of hire and for each online order for work covered by this Chapter 14.34.
15 However, pre-contract disclosures for each online order may abbreviate or omit information
16 required by subsections 14.34.050.A.4 and 14.34.050.A.10-13 if the hiring entity fully
17 provided such information in the pre-contract disclosure provided at the initial time of hire and
18 there have been no changes to such information.

19 D. Hiring entities shall provide an independent contractor with written notice of any
20 change to the information required by subsection 14.34.050.A.1-12 before the change takes
21 place, or as soon as practicable for retroactive changes to such information. Hiring entities may
22 provide piece-meal notice of such changes (i.e., notice separate from the single document
23 required in subsection 14.34.050.B). However, for changes to more than six of the items

1 required by subsection 14.34.050.A.1-12, hiring entities shall issue a revised single document
2 with all disclosures required by subsection 14.34.050.A.

3 E. Hiring entities shall provide the pre-contract disclosure in a format that is readily
4 accessible to the independent contractor. Hiring entities hiring platform gig workers shall
5 provide the pre-contract disclosure in an electronic format via smartphone application or online
6 web portal.

7 F. Hiring entities shall provide the pre-contract disclosure in English and any language
8 that the hiring entity knows or has reason to know is the primary language of the independent
9 contractor. The Agency shall create and distribute a model notice of the pre-contract disclosure
10 in English, Spanish, and other languages.

11 G. Hiring entities shall satisfy pre-contract disclosure requirements for independent
12 contractors working for the hiring entity as of March 1, 2022 by providing the required
13 information by March 31, 2022 or by the date of compensation, whichever date is sooner.

14 **14.34.055 Timely payment**

15 A. Except as otherwise provided by law, the hiring entity shall provide the independent
16 contractor with timely compensation for work performed.

17 B. The hiring entity shall provide compensation pursuant to the terms and conditions of
18 the pre-contract disclosure required by Section 14.34.050, provided that the terms and
19 conditions of a contract for the services at issue shall take precedence over the terms and
20 conditions of a pre-contract disclosure.

21 C. If an independent contractor performs agreed-upon work for the hiring entity and the
22 hiring entity has not provided a pre-contract disclosure regarding the terms and conditions of
23 payment, there is a rebuttable presumption that the independent contractor's alleged terms and

1 conditions of the contractual relationship are the terms and conditions of the contractual
2 relationship pursuant to subsections 14.34.170.C and 14.34.230.B.

3 D. The hiring entity shall provide the compensation as follows:

4 1. On or before the date the compensation is due under the terms and conditions
5 of the pre-contract disclosure or contract; or

6 2. If the pre-contract disclosure or contract does not specify when the hiring
7 entity shall provide the independent contractor with compensation or the mechanism by which
8 the date for compensation shall be determined, the hiring entity shall provide the independent
9 contractor with compensation no later than 30 days after the completion of the independent
10 contractor's services under the pre-contract disclosure or contract.

11 E. Once the independent contractor has commenced performance of the services under
12 the pre-contract disclosure or contract, the hiring entity shall not require as a condition of
13 timely compensation that the independent contractor accept less compensation than the amount
14 of compensation in the pre-contract disclosure or contract.

15 **14.34.060 Payment disclosure**

16 A. Each time the hiring entity provides the independent contractor with compensation,
17 the hiring entity shall provide a written payment disclosure that provides itemized payment
18 information, including but not limited to:

- 19 1. Current date;
- 20 2. Name of independent contractor;
- 21 3. Name of hiring entity;
- 22 4. Description of services covered by payment (e.g., description of project, tasks
23 completed, or hours worked);

1 5. Location of services covered by payment;

2 6. Rate or rates of pay, including, but not limited to, any applicable price
3 multiplier or variable pricing policy, or incentive pay applicable to the offer of work;

4 7. Tips, or service charge distributions;

5 8. Pay basis with accounting of method(s) for determining payment earned during
6 the pay period;

7 9. Expenses reimbursed;

8 10. Gross payment;

9 11. Deductions, fees, or other charges;

10 12. Net payment after deductions, fees, or other charges; and

11 13. Pursuant to rules that the Director may issue, other information that is material
12 and necessary to effectuate the terms of this Chapter 14.34.

13 B. Hiring entities shall satisfy the payment disclosure requirements in subsection
14 14.34.060.A by providing the required information in a single document, including but not
15 limited to a payment disclosure notice, paycheck stub, or an independent contractor's invoice
16 accompanied by a single document with supplemental information as necessary.

17 C. In addition to providing a payment disclosure at the time of compensation, hiring
18 entities hiring shall o provide a platform gig worker with a payment disclosure within 24 hours
19 of the platform gig worker's completing each online order for work covered by this Chapter
20 14.34.

21 D. The Agency shall create and distribute a model notice of the payment disclosure in
22 English, Spanish, and other languages.

1 E. Hiring entities compensating independent contractors covered by Chapter 14.33
2 (Transportation Network Company Driver Minimum Compensation Ordinance) may satisfy
3 the pay disclosure requirements in subsection 14.34.060.A by providing the required notices in
4 subsections 14.33.100.C and 14.33.100.D.

5 **14.34.100 Notice of rights**

6 A. Hiring entities shall provide each independent contractor with a written notice of
7 rights established by this Chapter 14.34.

8 1. For independent contractors working for the hiring entity as of March 1, 2022,
9 hiring entities shall provide the notice of rights by March 31, 2022 or by the date of
10 compensation, whichever date is sooner.

11 2. For independent contractors hired by the hiring entity after March 1, 2022,
12 hiring entities shall provide the notice of rights prior to the independent contractor beginning
13 work for the hiring entity.

14 3. Hiring entities shall provide the notice of rights in a format that is readily
15 accessible to the independent contractor. For platform gig workers, hiring entities shall provide
16 the notice of rights in an electronic format via smartphone application or online web portal.

17 4. Hiring entities shall provide the notice of rights in English and any language
18 that the hiring entity knows or has reason to know is the primary language of the independent
19 contractor.

20 B. The notice of rights shall provide information on:

21 1. The right to pre-contract disclosures, timely payment, and payment disclosures
22 guaranteed by this Chapter 14.34;

1 2. The right to be protected from retaliation for exercising in good faith the rights
2 protected by this Chapter 14.34;

3 3. The right to file a complaint with the Agency or bring a civil action for a
4 violation of the requirements of this Chapter 14.34, including a hiring entity's failure to provide
5 pre-contract disclosure, timely payment, and payment disclosures, and a hiring entity or other
6 person's retaliation against an independent contractor or other person for asserting the right to
7 these disclosures or otherwise engaging in an activity protected by this Chapter 14.34; and

8 4. Pursuant to rules that the Director may issue, other information that is
9 material and necessary to effectuate the terms of this Chapter 14.34.

10 C. The Agency shall create and distribute a model notice of rights in English and other
11 languages.

12 **14.34.110 Hiring entity records**

13 A. Hiring entities shall retain records that document compliance with this Chapter 14.34
14 for each independent contractor.

15 B. Hiring entities shall retain the records required by subsection 14.34.110.A for a period
16 of three years.

17 C. If a hiring entity fails to retain adequate records required under subsection
18 14.34.110.A, there shall be a presumption, rebuttable by clear and convincing evidence, that the
19 hiring entity violated this Chapter 14.34 for the periods and for each independent contractor for
20 whom records were not retained.

21 **14.34.120 Retaliation prohibited**

22 A. No hiring entity or any other person shall interfere with, restrain, or deny the exercise
23 of, or the attempt to exercise, any right protected under this Chapter 14.34.

1 B. No hiring entity or any other person shall take any adverse action against any person
2 because the person has exercised in good faith the rights protected under this Chapter 14.34.
3 Such rights include, but are not limited to, the right to make inquiries about the rights protected
4 under this Chapter 14.34; the right to inform others about their rights under this Chapter 14.34;
5 the right to inform the person's hiring entity, the person's legal counsel, a union or similar
6 organization, or any other person about an alleged violation of this Chapter 14.34; the right to
7 file an oral or written complaint with the Agency or bring a civil action for an alleged violation
8 of this Chapter 14.34; the right to cooperate with the Agency in its investigations of this Chapter
9 14.34; the right to testify in a proceeding under or related to this Chapter 14.34; the right to
10 refuse to participate in an activity that would result in a violation of city, state or federal law; and
11 the right to oppose any policy, practice, or act that is unlawful under this Chapter 14.34.

12 C. No hiring entity or any other person shall communicate to a person exercising rights
13 protected in this Section 14.34.120, directly or indirectly, the willingness to inform a government
14 worker that the person is not lawfully in the United States, or to report, or to make an implied or
15 express assertion of a willingness to report, suspected citizenship or immigration status of an
16 independent contractor or family member of an independent contractor to a federal, state, or local
17 agency because the independent contractor has exercised a right under this Chapter 14.34.

18 D. It shall be a rebuttable presumption of retaliation if a hiring entity or any other person
19 takes an adverse action against a person within 90 days of the person's exercise of rights
20 protected in this Section 14.34.120. The hiring entity may rebut the presumption with clear and
21 convincing evidence that the adverse action was taken for a permissible purpose.

22 E. Proof of retaliation under this Section 14.34.120 shall be sufficient upon a showing
23 that a hiring entity or any other person has taken an adverse action against a person and the

1 person's exercise of rights protected in this Section 14.34.120 was a motivating factor in the
2 adverse action, unless the hiring entity can prove that the action would have been taken in the
3 absence of such protected activity.

4 F. The protections afforded under this Section 14.34.120 shall apply to any person who
5 mistakenly but in good faith alleges violations of this Chapter 14.34.

6 G. A complaint or other communication by any person triggers the protections of this
7 Section 14.34.120 regardless of whether the complaint or communication is in writing or makes
8 explicit reference to this Chapter 14.34.

9 **14.34.130 Enforcement power and duties**

10 A. The Agency shall have the power to enforce this Chapter 14.34 and shall have such
11 powers and duties in the performance of these functions as are defined in this Chapter 14.34 and
12 otherwise necessary and proper in the performance of the same and provided for by law.

13 B. The Agency is authorized to coordinate implementation and enforcement of this
14 Chapter 14.34 and may promulgate appropriate guidelines or rules for such purposes.

15 C. The Director is authorized to promulgate rules consistent with this Chapter 14.34 and
16 Chapter 3.02. Any guidelines or rules promulgated by the Director shall have the force and effect
17 of law and may be relied on by hiring entities, independent contractors, and other parties to
18 determine their rights and responsibilities under this Chapter 14.34.

19 **14.34.140 Violation**

20 The failure of any respondent to comply with any requirement imposed on the respondent under
21 this Chapter 14.34 is a violation.

22 **14.34.150 Investigation**

1 A. The Agency shall have the power to investigate any violations of this Chapter 14.34
2 by any respondent. The Agency may initiate an investigation pursuant to Director rules,
3 including but not limited to situations when the Director has reason to believe that a violation has
4 occurred or will occur, or when circumstances show that violations are likely to occur within a
5 class of hiring entities or businesses because the workforce contains significant numbers of
6 independent contractors who are vulnerable to violations of this Chapter 14.34 or the workforce
7 is unlikely to volunteer information regarding such violations. An investigation may also be
8 initiated through the receipt by the Agency of a report or complaint filed by an independent
9 contractor or other person.

10 B. An independent contractor or other person may report to the Agency any suspected
11 violation of this Chapter 14.34. The Agency shall encourage reporting pursuant to this Section
12 14.34.150 by taking the following measures:

13 1. The Agency shall keep confidential, to the maximum extent permitted by
14 applicable laws, the name and other identifying information of the independent contractor or
15 person reporting the violation. However, with the authorization of such person, the Agency may
16 disclose the independent contractor's or person's name and identifying information as necessary
17 to enforce this Chapter 14.34 or for other appropriate purposes.

18 2. The Agency may require the hiring entity to post or otherwise notify other
19 independent contractors working for the hiring entity that the Agency is conducting an
20 investigation. The hiring entity shall provide the notice of investigation in a form, place, and
21 manner designated by the Agency. The Agency shall create the notice of investigation in English
22 and other languages.

1 3. The Agency may certify the eligibility of eligible persons for “U” Visas under
2 the provisions of 8 U.S.C. § 1184.p and 8 U.S.C. § 1101.a.15.U. This certification is subject to
3 applicable federal law and regulations, and Director rules.

4 C. The Agency's investigation shall commence within three years of the alleged violation.
5 To the extent permitted by law, the applicable statute of limitations for civil actions is tolled
6 during any investigation under this Chapter 14.34 and any administrative enforcement
7 proceeding under this Chapter 14.34 based upon the same facts. For purposes of this Chapter
8 14.34:

9 1. The Agency's investigation begins on the earlier date of when the Agency
10 receives a complaint from a person under this Chapter 14.34, or when the Agency provides
11 notice to the respondent that an investigation has commenced under this Chapter 14.34.

12 2. The Agency's investigation ends when the Agency issues a final order
13 concluding the matter and any appeals have been exhausted; the time to file any appeal has
14 expired; or the Agency notifies the respondent in writing that the investigation has been
15 otherwise resolved.

16 D. The Agency's investigation shall be conducted in an objective and impartial manner.

17 E. The Director may apply by affidavit or declaration in the form allowed under RCW
18 9A.72.085 to the Hearing Examiner for the issuance of subpoenas requiring a hiring entity to
19 produce the records required by Section 14.34.110, or for the attendance and testimony of
20 witnesses, or for the production of documents required to be retained under Section 14.34.110, or
21 any other document relevant to the issue of whether any independent contractor or group of
22 independent contractors received the information or other benefits required by this Chapter
23 14.34, and/or to whether a hiring entity has violated any provision of this Chapter 14.34. The

1 Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue
2 subpoenas upon a showing that there is reason to believe that: a violation has occurred, a
3 complaint has been filed with the Agency, that circumstances show that violations are likely to
4 occur within a class of businesses because the workforce contains significant numbers of
5 independent contractors who are vulnerable to violations of this Chapter 14.34, the workforce is
6 unlikely to volunteer information regarding such violations, or the Agency has gathered
7 preliminary information indicating that a violation may have occurred.

8 F. A hiring entity that fails to comply with the terms of any subpoena issued under
9 subsection 14.34.150.E in an investigation by the Agency under this Chapter 14.34 before the
10 issuance of a Director's Order issued pursuant to subsection 14.34.160.C may not use such
11 records in any appeal to challenge the correctness of any determination by the Agency of
12 liability, damages owed, or penalties assessed.

13 G. In addition to other remedies, the Director may refer any subpoena issued under
14 subsection 14.34.150.E to the City Attorney to seek a court order to enforce any subpoena.

15 H. Where the Director has reason to believe that a violation has occurred, the Director
16 may order any appropriate temporary or interim relief to mitigate the violation or maintain the
17 status quo pending completion of a full investigation or hearing, including but not limited to a
18 deposit of funds or bond sufficient to satisfy a good-faith estimate of compensation, interest,
19 damages, and penalties due. A respondent may appeal any such order in accordance with Section
20 14.34.180.

21 **14.34.160 Findings of fact and determination**

22 A. Except when there is an agreed upon settlement, the Director shall issue a written
23 determination with findings of fact resulting from the investigation and statement of whether a

1 violation of this Chapter 14.34 has or has not occurred based on a preponderance of the evidence
2 before the Director.

3 B. If the Director determines that there is no violation of this Chapter 14.34, the Director
4 shall issue a “Determination of No Violation” with notice of an independent contractor’s or other
5 person’s right to appeal the decision, pursuant to Director rules.

6 C. If the Director determines that a violation of this Chapter 14.34 has occurred, the
7 Director shall issue a “Director's Order” that shall include a notice of violation identifying the
8 violation or violations.

9 1. The Director’s Order shall state with specificity the amounts due under this
10 Chapter 14.34 for each violation, including payment of unpaid compensation, liquidated
11 damages, civil penalties, penalties payable to aggrieved parties, fines, and interest pursuant to
12 Section 14.34.170.

13 2. The Director's Order may specify that civil penalties and fines due to the
14 Agency can be mitigated for respondent's timely payment of remedy due to an aggrieved party
15 pursuant to subsection 14.34.170.A.4.

16 3. The Director’s Order may specify that civil penalties and fines are due to the
17 aggrieved party rather than due to the Agency.

18 4. The Director's Order may direct the respondent to take such corrective action as
19 is necessary to comply with the requirements of this Chapter 14.34, including but not limited to
20 monitored compliance for a reasonable time period.

21 5. The Director's Order shall include notice of the respondent's right to appeal the
22 decision pursuant to Section 14.34.180.

23 **14.34.165 Complaint procedure**

1 A. The Agency shall have the power to respond to any violations of this Chapter 14.34
2 with a complaint procedure.

3 B. The Agency may initiate a complaint procedure as an alternative enforcement method
4 to an investigation for responding to a report or complaint by any person of a violation of this
5 Chapter 14.34. The Director may issue rules for the complaint procedure, including but not
6 limited to rules to establish the timeline for sending the information required by subsection
7 14.34.170.D and to indicate when the Agency may prioritize use of a complaint procedure prior
8 to an investigation or in lieu of an investigation. The Director may also establish other
9 enforcement methods to efficiently resolve violations of this Chapter 14.34.

10 C. The Agency may require the complainant to provide information pursuant to the
11 complaint procedure, including but not limited to:

- 12 1. Contact information for the independent contractor and hiring entity;
- 13 2. A statement describing the proposed terms and conditions of work, such as the
14 information required by the pre-contract disclosure pursuant to Section 14.34.050;
- 15 3. A copy of the pre-contract disclosure, if available; and
- 16 4. A statement describing the alleged violations of this Chapter 14.34.

17 D. The Agency shall send notices to the hiring entity and complainant, including but not
18 limited to:

19 1. Notice of the alleged violation(s). The Agency shall send notice to the hiring
20 entity of the alleged violation(s) of this Chapter 14.34. The Agency shall bear the cost of sending
21 such notice by certified mail or by other means incurring a cost to the Agency. This notice shall
22 include but not be limited to:

- 23 a. Statement of the alleged violation(s) of this Chapter 14.34; and

1 b. Description of the remedies available to an independent contractor for
2 violation(s) of this Chapter 14.34;

3 2. Response from the hiring entity. Within 20 days of service of the notice to
4 hiring entity of the alleged violation, the hiring entity shall send the Agency one of the
5 following:

6 a. Written statement that the hiring entity provided the independent
7 contractor with the pre-contract disclosure, timely payment in full, or payment disclosure
8 required by this Chapter 14.34 and proof of such disclosure(s) or payment; or

9 b. Written statement that the hiring entity did not provide the independent
10 contractor the pre-contract disclosure, timely payment in full, or payment disclosure required by
11 this Chapter 14.34 and the reason(s) for not providing such disclosure(s) or payment.

12 3. Notice to the complainant of the response from the hiring entity. The Agency
13 shall send a notice to the complainant of the response from the hiring entity. This notice to the
14 complainant shall include but not be limited to:

15 a. The response from hiring entity, including any enclosures;

16 b. Information on the right to bring a civil action in a court of competent
17 jurisdiction;

18 c. Any other information about the status of the complaint; and

19 d. Information about the navigation program pursuant to Section
20 14.34.167.

21 4. Notice of no response. If the Agency receives no response from the hiring
22 entity within the timeframe established by Director rule for subsection 14.34.165.D.3, the
23 Agency shall send a notice of no response to the complainant and the hiring entity, and shall

1 include proof that the Agency previously sent notice of the alleged violation(s) to the hiring
2 entity.

3 5. Notice of closure. The Agency shall the complainant and hiring entity notice of
4 the Agency's completion of the complaint procedure and/or closure of the case.

5 E. Upon satisfying the requirements of subsections 14.34.165.C and 14.34.165.D, the
6 Agency may close the case.

7 **14.34.167 Navigation program**

8 A. The Agency shall establish a navigation program that provides intake and information
9 relating to the provisions of this Chapter 14.34.

10 1. The navigation program shall provide a range of information, including but not
11 limited to:

12 a. Information on the provisions and procedures of this Chapter 14.34;

13 b. Model notices of the pre-contract disclosure, payment disclosure, and
14 notice of rights required by this Chapter 14.34;

15 c. General court information, including but not limited to:

16 i. Information on court procedures for filing civil actions in small
17 claims, district court, and superior court; and

18 ii. Information on obtaining translation and interpretation services,
19 and other courtroom services;

20 d. A list of organizations that can be used to identify attorneys;

21 e. Organizations providing outreach and education, and/or legal assistance
22 to independent contractors;

1 f. Information about classifying workers as employees or independent
2 contractors; and

3 g. As determined by the Director, additional information related to the
4 provisions of this Chapter 14.34, other workplace protections for independent contractors, or
5 other resources for resolving workplace issues.

6 2. The navigation program shall include outreach and education to the public on
7 the provisions and procedures of this Chapter 14.34.

8 3. The navigation program shall not include legal advice from the Agency.
9 However, if the Agency refers an independent contractor to a community organization through
10 the navigation program, the community organization is not precluded from providing legal
11 advice.

12 **14.34.170 Remedies**

13 A. The payment of unpaid compensation, liquidated damages of up to twice the amount
14 of unpaid compensation, civil penalties, penalties payable to aggrieved parties, fines, and interest
15 provided under this Chapter 14.34 is cumulative and is not intended to be exclusive of any other
16 available remedies, penalties, fines, and procedures.

17 1. The amounts of all civil penalties, penalties payable to aggrieved parties, and
18 fines contained in this Section 14.34.170 shall be increased annually to reflect the rate of
19 inflation and calculated to the nearest cent on January 1 of each year thereafter. The Agency
20 shall determine the amounts and file a schedule of such amounts with the City Clerk.

21 2. If a violation is ongoing when the Agency receives a complaint or opens an
22 investigation, the Director may order payment of unpaid compensation plus interest that accrues

1 after receipt of the complaint or after the investigation opens and before the date of the Director's
2 Order.

3 3. Interest shall accrue from the date the unpaid compensation was first due at 12
4 percent annum, or the maximum rate permitted under RCW 19.52.020.

5 4. If there is a remedy due to an aggrieved party, the Director may waive part or
6 all civil penalties and fines due to the Agency based on timely payment of the full remedy due to
7 the aggrieved party.

8 a. The Director may waive the total amount of civil penalties and fines due
9 to the Agency if the Director determines that the respondent paid the full remedy due to the
10 aggrieved party within ten days of service of the Director's Order.

11 b. The Director may waive half the amount of civil penalties and fines due
12 to the Agency if the Director determines that the respondent paid the full remedy due to the
13 aggrieved party within 15 days of service of the Director's Order.

14 c. The Director shall not waive any amount of civil penalties and fines due
15 to the Agency if the Director determines that the respondent has not paid the full remedy due to
16 the aggrieved party after 15 days of service of the Director's Order.

17 5. When determining the amount of liquidated damages, civil penalties, penalties
18 payable to aggrieved parties, and fines due under this Section 14.34.170 for a settlement
19 agreement or Director's Order, including but not limited to the mitigation of civil penalties and
20 fines due to the Agency for timely payment of remedy due to an aggrieved party under
21 subsection 14.34.170.A.4, the Director may consider:

22 a. The total amount of unpaid compensation, liquidated damages,
23 penalties, fines, and interest due;

- 1 b. The nature and persistence of the violations;
- 2 c. The extent of the respondent's culpability;
- 3 d. The substantive or technical nature of the violations;
- 4 e. The size, revenue, and human resources capacity of the respondent;
- 5 f. The circumstances of each situation;
- 6 g. The amount of penalties in similar situations; and
- 7 h. Pursuant to rules that the Director may issue, other factors that are
- 8 material and necessary to effectuate the terms of this Chapter 14.34.

9 B. A respondent found to be in violation of this Chapter 14.34 shall be liable for full
10 payment of unpaid compensation due plus interest in favor of the aggrieved party under the
11 terms of this Chapter 14.34, and other equitable relief. If the precise amount of unpaid
12 compensation cannot be determined due to a respondent's failure to produce records or if a
13 respondent produces records in a manner or form which makes timely determination of the
14 amount of unpaid compensation impracticable, the Director may designate a daily amount for
15 unpaid compensation due to aggrieved party. For any violation of this Chapter 14.34, the
16 Director may assess liquidated damages in an additional amount of up to twice the unpaid
17 compensation.

18 C. If the independent contractor performs agreed-upon work for a hiring entity and the
19 hiring entity has not provided a pre-contract disclosure pursuant to Section 14.34.050 or the
20 hiring entity has not conformed to the terms and conditions of the pre-contract disclosure
21 pursuant to Section 14.34.050, there shall be a presumption, rebuttable by clear and convincing
22 evidence, such as a written contract, that the independent contractor's alleged terms and

1 conditions of the contractual relationship are the terms and conditions of the contractual
2 relationship.

3 D. A respondent found to be in violation of this Chapter 14.34 for retaliation under
4 Section 14.34.120 shall be subject to any appropriate relief at law or equity including, but not
5 limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full
6 payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of
7 this Chapter 14.34, and liquidated damages in an additional amount of up to twice the unpaid
8 compensation. The Director also shall order the imposition of a penalty payable to the aggrieved
9 party of up to \$5,565.10.

10 E. The Director is authorized to assess civil penalties for a violation of this Chapter 14.34
11 and may specify that civil penalties are due to the aggrieved party rather than due to the Agency.

12 1. For a first violation of this Chapter 14.34, the Director may assess a civil
13 penalty of up to \$556.30 per aggrieved party.

14 2. For a second violation of this Chapter 14.34, the Director shall assess a civil
15 penalty of up to \$1,112.60 per aggrieved party, or an amount equal to ten percent of the total
16 amount of unpaid compensation, whichever is greater.

17 3. For a third or any subsequent violation of this 14.34, the Director shall assess a
18 civil penalty of up to \$5,565.10 per aggrieved party, or an amount equal to ten percent of the
19 total amount of unpaid compensation, whichever is greater.

20 4. For purposes of this subsection 14.34.170.E, a violation is a second, third, or
21 subsequent violation if the respondent has been a party to one, two, or more than two settlement
22 agreements, respectively, stipulating that a violation has occurred; and/or one, two, or more than

1 two Director's Orders, respectively, have issued against the respondent in the ten years preceding
2 the date of the violation; otherwise, it is a first violation.

3 F. The Director is authorized to assess fines for a violation of this Chapter 14.34 and may
4 specify that fines are due to the aggrieved party rather than due to the Agency. The Director is
5 authorized to assess fines as follows:

Violation	Fine
Failure to provide written pre-contract disclosure under Section 14.34.050	Up to \$556.30 per aggrieved party
Failure to provide written payment disclosure under Section 14.34.060	Up to \$556.30 per aggrieved party
Failure to provide written notice of rights under Section 14.34.100	Up to \$556.30 per aggrieved party
Failure to retain hiring entity records for three years under subsections 14.34.110.A and 14.34.110.B	Up to \$556.30 per missing record
Failure to comply with prohibitions against retaliation for exercising rights protected under Section 14.34.120	Up to \$1,112.60 per aggrieved party
Failure to provide notice of investigation to independent contractors under subsection 14.34.150.B.2	Up to \$556.30 per aggrieved party
Failure to post or distribute public notice of failure to comply with final order under subsection 14.34.210.A.1	Up to \$556.30

6
7 For each independent contractor hired by the hiring entity, the maximum amount that may be
8 imposed in fines in a one-year period for each type of violation listed above is \$5,565.10. For
9 each hiring entity, if a fine for retaliation is issued, the maximum amount that may be imposed in
10 a one-year period is \$22,259.36.

11 G. A respondent who willfully hinders, prevents, impedes, or interferes with the Director
12 or Hearing Examiner in the performance of their duties under this Chapter 14.34 shall be subject
13 to a civil penalty of not less than \$1,112.60 and not more than \$5,565.10.

1 H. In addition to the unpaid compensation, penalties, fines, liquidated damages, and
2 interest, the Agency may assess against the respondent in favor of the City the reasonable costs
3 incurred in enforcing this Chapter 14.34, including but not limited to reasonable attorneys' fees.

4 I. A respondent that is the subject of a settlement agreement stipulating that a violation
5 has occurred shall count for debarment, or a final order for which all appeal rights have been
6 exhausted, shall not be permitted to bid, or have a bid considered, on any City contract until such
7 amounts due under the final order have been paid in full to the Director. If the respondent is the
8 subject of a final order two times or more within a five-year period, the hiring entity shall not be
9 allowed to bid on any City contract for two years. This subsection 14.34.170.I shall be construed
10 to provide grounds for debarment separate from, and in addition to, those contained in Chapter
11 20.70 and shall not be governed by that chapter provided that nothing in this subsection
12 14.34.170.I shall be construed to limit the application of Seattle Municipal Code Chapter 20.70.
13 The Director shall notify the Director of Finance and Administrative Services of all respondents
14 subject to debarment under this subsection 14.34.170.I.

15 **14.34.180 Appeal period and failure to respond**

16 A. An independent contractor or other person who claims an injury as a result of an
17 alleged violation of this Chapter 14.34 may appeal the Determination of No Violation, pursuant
18 to Director rules.

19 B. A respondent may appeal the Director's Order, including all remedies issued pursuant
20 to Section 14.34.170, by requesting a contested hearing before the Hearing Examiner in writing
21 within 15 days of service of the Director's Order. If a respondent fails to appeal the Director's
22 Order within 15 days of service, the Director's Order shall be final. If the last day of the appeal

1 period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run
2 until 5 p.m. on the next business day.

3 **14.34.190 Appeal procedure and failure to appear**

4 A. Contested hearings shall be conducted pursuant to the procedures for hearing
5 contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for
6 hearing contested cases. The hearing shall be conducted de novo and the Director shall have the
7 burden of proving by a preponderance of the evidence that the violation or violations occurred.
8 Upon establishing such proof, the remedies and penalties imposed by the Director shall be
9 upheld unless it is shown that the Director abused discretion. Failure to appear for a contested
10 hearing shall result in an order being entered finding that the respondent committed the violation
11 stated in the Director's Order. For good cause shown and upon terms the Hearing Examiner
12 deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

13 B. In all contested cases, the Hearing Examiner shall enter an order affirming, modifying
14 or reversing the Director's Order, consistent with Ordinance 126068.

15 **14.34.200 Appeal from Hearing Examiner order**

16 A. The respondent may obtain judicial review of the decision of the Hearing Examiner by
17 applying for a Writ of Review in the King County Superior Court within 30 days from the date
18 of the decision in accordance with the procedure set forth in chapter 7.16 RCW, other applicable
19 law, and court rules.

20 B. The decision of the Hearing Examiner shall be final and conclusive unless review is
21 sought in compliance with this Section 14.34.200.

22 **14.34.210 Failure to comply with final order**

1 A. If a respondent fails to comply within 30 days of service of any settlement agreement
2 with the Agency, or with any final order issued by the Director or the Hearing Examiner for which
3 all appeal rights have been exhausted, the Agency may pursue, but is not limited to, the following
4 measures to secure compliance:

5 1. The Director may require the respondent to post or distribute public notice of
6 the respondent's failure to comply in a form and manner determined by the Agency.

7 2. The Director may refer the matter to a collection agency. The cost to the City
8 for the collection services will be assessed as costs, at the rate agreed to between the City and the
9 collection agency, and added to the amounts due.

10 3. The Director may refer the matter to the City Attorney for the filing of a civil
11 action in King County Superior Court, the Seattle Municipal Court, or any other court of
12 competent jurisdiction to enforce such order or to collect amounts due. In the alternative, the
13 Director may seek to enforce a Director's Order or a final order of the Hearing Examiner under
14 Section 14.34.190.

15 4. The Director may request that the City's Department of Finance and
16 Administrative Services deny, suspend, refuse to renew, or revoke any business license held or
17 requested by the hiring entity or person until such time as the hiring entity complies with the
18 remedy as defined in the settlement agreement or final order. The City's Department of Finance
19 and Administrative Services shall have the authority to deny, refuse to renew, or revoke any
20 business license in accordance with this subsection 14.34.210.A.4.

21 B. No respondent that is the subject of a final order issued under this Chapter 14.34 shall
22 quit business, sell out, exchange, convey, or otherwise dispose of the respondent's business or
23 stock of goods without first notifying the Agency and without first notifying the respondent's

1 successor of the amounts owed under the final order at least three business days before such
2 transaction. At the time the respondent quits business, or sells out, exchanges, or otherwise
3 disposes of the respondent's business or stock of goods, the full amount of the remedy, as defined
4 in a final order issued by the Director or the Hearing Examiner, shall become immediately due
5 and payable. If the amount due under the final order is not paid by respondent within ten days
6 from the date of such sale, exchange, conveyance, or disposal, the successor shall become liable
7 for the payment of the amount due, provided that the successor has actual knowledge of the order
8 and the amounts due or has prompt, reasonable, and effective means of accessing and verifying
9 the fact and amount of the order and the amounts due. The successor shall withhold from the
10 purchase price a sum sufficient to pay the amount of the full remedy. When the successor makes
11 such payment, that payment shall be deemed a payment upon the purchase price in the amount
12 paid, and if such payment is greater in amount than the purchase price the amount of the
13 difference shall become a debt due such successor from the hiring entity.

14 **14.34.220 Debt owed The City of Seattle**

15 A. All monetary amounts due under the Director's Order shall be a debt owed to the City
16 and may be collected in the same manner as any other debt in like amount, which remedy shall
17 be in addition to all other existing remedies, provided that amounts collected by the City for
18 unpaid compensation, liquidated damages, penalties payable to aggrieved parties, or front pay
19 shall be held in trust by the City for the aggrieved party and, once collected by the City, shall be
20 paid by the City to the aggrieved party.

21 B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the
22 time period set forth in subsection 14.34.180.B, the Director's Order shall be final, and the
23 Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to

1 enforce the Director's Order by entering judgment in favor of the City finding that the respondent
2 has failed to exhaust its administrative remedies and that all amounts and relief contained in the
3 order are due. The Director's Order shall constitute prima facie evidence that a violation occurred
4 and shall be admissible without further evidentiary foundation. Any certifications or declarations
5 authorized under RCW 9A.72.085 containing evidence that the respondent has failed to comply
6 with the order or any parts thereof, and is therefore in default, or that the respondent has failed to
7 appeal the Director's Order to the Hearing Examiner within the time period set forth in
8 subsection 14.34.180.B, and therefore has failed to exhaust the respondent's administrative
9 remedies, shall also be admissible without further evidentiary foundation.

10 C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner
11 within the time period set forth in subsection 14.34.200.A, the order of the Hearing Examiner
12 shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's
13 Order by entering judgment in favor of the City for all amounts and relief due under the order of
14 the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence
15 that the violations contained therein occurred and shall be admissible without further evidentiary
16 foundation. Any certifications or declarations authorized under RCW 9A.72.085 containing
17 evidence that the respondent has failed to comply with the order or any parts thereof, and is
18 therefore in default, or that the respondent has failed to avail itself of judicial review in
19 accordance with subsection 14.34.200.A, shall also be admissible without further evidentiary
20 foundation.

21 D. In considering matters brought under subsections 14.34.220.B and 14.34.220.C, the
22 Seattle Municipal Court may include within its judgment all terms, conditions, and remedies

1 contained in the Director's Order or the order of the Hearing Examiner, whichever is applicable,
2 that are consistent with the provisions of this Chapter 14.34.

3 **14.34.230 Private right of action**

4 A. Any person or class of persons that suffers an injury as a result of a violation of this
5 Chapter 14.34, or is the subject of prohibited retaliation under Section 14.34.120, may bring a
6 civil action in a court of competent jurisdiction against the hiring entity or other person violating
7 this Chapter 14.34 and, upon prevailing, may be awarded reasonable attorney fees and costs and
8 such legal or equitable relief as may be appropriate to remedy the violation including, without
9 limitation: the payment of any unpaid compensation plus interest due to the person and
10 liquidated damages in an additional amount of up to twice the unpaid compensation; and a
11 penalty payable to any aggrieved party of up to \$5,565.10 if the aggrieved party was subject to
12 prohibited retaliation. Interest shall accrue from the date the unpaid compensation was first due
13 at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

14 B. In a civil action against the hiring entity under this Chapter 14.34 or in a breach of
15 contract action against the hiring entity, there shall be a presumption as follows: if the
16 independent contractor performs agreed-upon work for a hiring entity and the hiring entity has
17 not provided a pre-contract disclosure pursuant to Section 14.34.050 or the hiring entity has not
18 conformed to the terms and conditions of the pre-contract disclosure pursuant to Section
19 14.34.050, there shall be a presumption rebuttable by clear and convincing evidence, such as a
20 written contract, that the independent contractor's alleged terms and conditions of the contractual
21 relationship are the terms and conditions of the contractual relationship.

1 C. For purposes of this Section 14.34.230, “person” includes any entity a member of
2 which has suffered an injury or retaliation, or any other individual or entity acting on behalf of an
3 aggrieved party that has suffered an injury or retaliation.

4 D. For purposes of determining membership within a class of persons entitled to bring an
5 action under this Section 14.34.230, two or more independent contractors are similarly situated if
6 they:

- 7 1. Are or were hired for the same hiring entity or hiring entities, whether
- 8 concurrently or otherwise, at some point during the applicable statute of limitations period,
- 9 2. Allege one or more violations that raise similar questions as to liability, and
- 10 3. Seek similar forms of relief.

11 E. For purposes of subsection 14.34.230.C, independent contractors shall not be
12 considered dissimilar solely because the independent contractors’:

- 13 1. Claims seek damages that differ in amount, or
- 14 2. Job titles or other means of classifying independent contractors differ in ways
15 that are unrelated to their claims.

16 F. An order issued by the court may include a requirement for a hiring entity to submit a
17 compliance report to the court and to the Agency.

18 **14.34.233 Waiver**

19 Any waiver by an individual of any provisions of this Chapter 14.34 shall be deemed contrary to
20 public policy and shall be void and unenforceable.

21 **14.34.235 Encouragement of more generous policies**

1 A. Nothing in this Chapter 14.34 shall be construed to discourage or prohibit a hiring
2 entity from the adoption or retention of disclosure policies more generous than the one required
3 herein.

4 B. Nothing in this Chapter 14.34 shall be construed as diminishing the obligation of the
5 hiring entity to comply with any contract, or other agreement providing more generous
6 disclosure policies to an independent contractor than required herein.

7 **14.34.240 Other legal requirements; effect on other laws**

8 A. Subject to subsections 14.34.055.C, 14.34.170.C, and 14.34.230.B, the provisions of
9 this Chapter 14.34:

10 1. Supplement and do not diminish or replace any other basis of liability or
11 requirement established by statute or common law;

12 2. Shall not be construed to preempt, limit, or otherwise affect the applicability of
13 any other law, regulation, requirement, policy, or standard for disclosure requirements or timely
14 payment, or that extends other protections to independent contractors; and

15 3. Shall not be interpreted or applied so as to create any power or duty in conflict
16 with federal or state law.

17 Nor shall this Chapter 14.34 be construed to preclude any person aggrieved from seeking judicial
18 review of any final administrative decision or order made under this Chapter 14.34 affecting
19 such person. Nothing in this Section 14.34.240 shall be construed as restricting an independent
20 contractor's right to pursue any other remedies at law or equity for violation of the contractor's
21 rights.

22 B. A hiring entity's failure to comply with the provisions of this Chapter 14.34 shall not
23 render any contract between the hiring entity and an independent contractor void or voidable.

1 C. No provision of this Chapter 14.34 shall be construed as providing a determination
2 about the legal classification of any individual as an employee or independent contractor.

3 **14.34.250 Severability**

4 The provisions of this Chapter 14.34 are declared to be separate and severable. If any clause,
5 sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 14.34, or the
6 application thereof to any hiring entity, independent contractor, person, or circumstance, is held
7 to be invalid, it shall not affect the validity of the remainder of this Chapter 14.34, or the validity
8 of its application to other persons or circumstances.

9 Section 2. Section 3.02.125 of the Seattle Municipal Code, last amended by Ordinance
10 126283, is amended as follows:

11 **3.02.125 Hearing Examiner filing fees**

12 A. The filing fee for a case before the City Hearing Examiner is \$85, with the following
13 exceptions:

Basis for Case	Fee in dollars

Hazard Pay for Grocery Employees Ordinance (Ordinance 126274)	No fee
<u>Independent Contractor Protections Ordinance (Chapter 14.34)</u>	<u>No fee</u>
Land Use Code Citation (Chapter 23.91)	No fee

14 ***
15 Section 3. Section 3.15.000 of the Seattle Municipal Code, last amended by Ordinance
16 126189, is amended as follows:

17 **3.15.000 Office of Labor Standards created – Functions**

18 There is created within the Executive Department an Office of Labor Standards, under the
19 direction of the Mayor. The mission of the Office of Labor Standards is to advance labor

1 standards through thoughtful community and business engagement, strategic enforcement and
2 innovative policy development, with a commitment to race and social justice. The Office of
3 Labor Standards seeks to promote greater economic opportunity and further the health, safety,
4 and welfare of ~~((employees))~~ workers; support employers and other hiring entities in their
5 implementation of labor standards requirements; and end barriers to workplace equity for
6 women, communities of color, immigrants and refugees, and other vulnerable workers.

7 The functions of the Office of Labor Standards are as follows:

8 A. Promoting labor standards through outreach, education, technical assistance, and
9 training ~~((for employees and employers))~~;

10 B. Collecting and analyzing data on labor standards enforcement;

11 C. Partnering with community, businesses, and workers for stakeholder input and
12 collaboration;

13 D. Developing innovative labor standards policy;

14 E. Administering and enforcing City of Seattle ordinances relating to paid sick and safe
15 time (Chapter 14.16), use of criminal history in employment decisions (Chapter 14.17),
16 minimum wage and minimum compensation (Chapter 14.19), wage and tip compensation
17 requirements (Chapter 14.20), secure scheduling (Chapter 14.22), domestic workers (Chapter
18 14.23), hotel employees safety protections (Chapter 14.26), protecting hotel employees from
19 injury (Chapter 14.27), improving access to medical care for hotel employees (Chapter 14.28),
20 hotel employees job retention (Chapter 14.29), commuter benefits (Chapter 14.30),
21 transportation network company driver deactivation protections (Chapter 14.32), transportation
22 network company driver minimum compensation (Chapter 14.33), independent contractor

1 protections (Chapter 14.34), and other labor standards ordinances that may be enacted in the
2 future.

3 Section 4. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last
4 amended by Ordinance 126274, is amended as follows:

5 **6.208.020 Denial, revocation of, or refusal to renew business license**

6 A. In addition to any other powers and authority provided under this Title 6, the Director,
7 or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any
8 business license issued under the provisions of this Chapter 6.208. The Director, or the Director's
9 designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or
10 refusal to renew the license and on what grounds such a decision was based. The Director may
11 deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of
12 the following grounds:

- 13 1. The license was procured by fraud or false representation of fact.
- 14 2. The licensee has failed to comply with any provisions of this Chapter 6.208.
- 15 3. The licensee has failed to comply with any provisions of Chapters 5.32, 5.35,
16 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.
- 17 4. The licensee is in default in any payment of any license fee or tax under Title 5
18 or Title 6.
- 19 5. The property at which the business is located has been determined by a court to
20 be a chronic nuisance property as provided in Chapter 10.09.
- 21 6. The applicant or licensee has been convicted of theft under subsection
22 12A.08.060.A.4 within the last ten years.

1 7. The applicant or licensee is a person subject within the last ten years to a court
2 order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29
3 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of
4 either:

5 a. The expiration of the time for filing an appeal from the final judgment
6 order under the court rules in effect at the time of the final judgment order; or

7 b. If a timely appeal is made, the date of the final resolution of that appeal
8 and any subsequent appeals resulting in final judicial affirmation of the findings of violations of
9 chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.

10 8. The applicant or licensee is a person subject within the last ten years to a final
11 and binding citation and notice of assessment from the Washington Department of Labor and
12 Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and
13 penalties assessed therewith were not satisfied within 30 days of the date the citation became
14 final and binding.

15 9. Pursuant to subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4,
16 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4, 14.27.210.A.4, 14.28.210.A.4,
17 14.30.180.A.4, ~~((and))~~ 14.33.210.A.4, and 14.34.210.A.4, subsection 100.240.A.4 of Ordinance
18 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection 100.240.A.4 of Ordinance
19 126274, the applicant or licensee has failed to comply, within 30 days of service of any
20 settlement agreement, with any final order issued by the Director of the Office of Labor
21 Standards, or any final order issued by the Hearing Examiner under Chapters 14.16, 14.17,
22 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, ~~((and))~~ 14.33, and 14.34,
23 Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have

1 Section 5. Recognizing that more than 40,000 gig workers in the City of Seattle,
2 including people of color, immigrants, workers with disabilities, LGBTQ+ workers, and single
3 parents are currently paid subminimum wages for their work, depend on the flexibility and
4 accessibility promised by the platform gig economy, and that the community depends on these
5 essential workers to deliver groceries and food and provide other valuable services, the City
6 Council intends to address this inequity by expanding the City’s labor standards to ensure that
7 these gig workers hired as independent contractors are paid at least the City’s minimum wage
8 under Chapter 14.19 of the Seattle Municipal Code plus reasonable expenses, with flexibility
9 protections, and meaningful transparency. The City has consistently expressed its intent to
10 promote greater economic opportunity and end barriers to workplace equity for all workers in
11 Seattle and for all workers to have access to the protections of the City’s existing labor standards.
12 To accomplish these goals, the Council will seek to engage stakeholders in the spring and
13 summer of 2021 on legislation that will address these inequities and ensure that more workers
14 are protected by minimum wage standards. The Council intends to discuss the legislation in
15 committee in July and August 2021 and consider the legislation for a full Council vote before the
16 start of the 2021 budget deliberations.

17 Section 6. Sections 1 through 4 of this ordinance shall take effect and be in force on
18 March 1, 2022.

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

4 Passed by the City Council the _____ day of _____, 2021,
5 and signed by me in open session in authentication of its passage this ____ day of
6 _____, 2021.

7 _____
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this _____ day of _____, 2021.

10 _____
11 Jenny A. Durkan, Mayor

12 Filed by me this _____ day of _____, 2021.

13 _____
14 Monica Martinez Simmons, City Clerk

15 (Seal)



SEATTLE CITY COUNCIL
CENTRAL STAFF

Independent Contractor Protections Draft Legislation

SPONSORED BY COUNCILMEMBER HERBOLD

KARINA BULL, ANALYST
FINANCE AND HOUSING COMMITTEE
MAY 4, 2021

Independent Contractor Protections

- Requirements for pre-contract disclosures, timely payment, and payment disclosures
- Effective on March 1, 2022
- Enforced by the Office of Labor Standards (OLS)

Hiring Entity Coverage

1. **Commercial hiring entities** hiring an independent contractor for business services
2. **Any hiring entity** hiring an independent contractor for **domestic worker** services

Independent Contractor Coverage

- **Independent contractors working in whole or part in Seattle**
- **Exclusions for:**
 - Attorneys and licensed medical professionals working within the scope of their professions, and
 - Other independent contractors working in professions governed by a comparable code of ethics (pursuant to OLS rules)

Pre-contract Disclosure

1. Proposed Terms & Conditions of Work

- Written statement
- Due before the independent contractor starts work
- Provided in English and the independent contractor's primary language

**OLS would create model notices & templates in English and other languages*

Pre-contract Disclosure

1. Current Date
2. Independent Contractor & Hiring Entity
3. Contact Information
4. Description of Work
5. Location(s) of Work
6. Rate(s) of pay
7. Estimated Tips and/or Service Charge Distributions (if part of the offered payment)
8. Pay Basis (hour, day, week, monthly, fee per project, piece rate, commission)
9. Tips and/or service charge distribution policy
10. Typical expenses and reimbursements
11. Deductions, Fees, or Other Charges and Policies for Each Type of Charge
12. Payment Schedule
13. Other information required by OLS Director rules.

Timely Payment

- 1. Payment** of amount due in pre-contract disclosure (or related contract)
- 2. On specified date**
 - Payment due on or before the date in the pre-contract disclosure (or related contract)
 - If no specified date, then payment due no later than 30 days after the completion of the independent contractor's services

Payment Disclosure

- 1. Itemized pay statement**
- 2. Provided with each payment**

**OLS would create model notices & templates in English and other languages*

Payment Disclosure

1. Current Date
2. Independent Contractor & Hiring Entity
3. Description of Work
4. Location(s) of Work
5. Rate(s) of pay
6. Tip Compensation and/or Service Charge Distributions
7. Pay Basis with Accounting for Method of Determining Payment
8. Expenses Reimbursed
9. Gross Payment
10. Deductions, Fees, or Other Charges
11. Net Payment
12. Other information required by OLS Director rules.

Other Requirements

1. Notice of rights

- Information in English and the independent contractor's primary language
- Model notices in English and other languages created by OLS

2. Recordkeeping

- Retention of records for three years

3. Prohibited retaliation

Enforcement

1. Office of Labor Standards

- Investigations, complaint procedure, court navigation program

2. Private right of action

- Individual and class actions
- Court could award the independent contractor attorney fees plus costs

Remedies

1. Remedies for independent contractor

- Pre-contract and payment disclosures
- Unpaid compensation (up to three times the amount owed)

2. Penalties and fines

- Penalties/fines in varying amounts, including up to \$556.30 per type of violation
- OLS could lower penalties/fines depending on the circumstances of the violation

Rebuttable presumption for payment

- **Rebuttable presumption** - If there is no pre-contract disclosure **or** the payment does not match the pre-contract disclosure, there would be a legal presumption rebuttable by clear and convincing evidence (such as a written contract) that the independent contractor's claims for payment are true
- **Enforcement measure** - Both OLS and a court could use the rebuttable presumption to establish the payment due to an independent contractor

**“Clear and convincing evidence” means evidence that is highly and substantially more likely to be true than untrue*

Labor Standards for Platform Gig Workers

- **Non-codified section on labor standards for platform gig workers** (i.e., workers hired as independent contractors by companies providing work through an online-enabled application or platform)
- **Statement of council's intent** to develop legislation requiring minimum compensation, flexibility protections, and transparency information for platform gig workers, and to consider such legislation for a full Council vote before the start of the 2021 budget deliberations

Issue Identification

Written Contract

Options

- A. Require a written contract instead of a pre-contract disclosure
- B. Make no changes to the legislation

Enforcement – remedies, civil penalties, and fines

Options

- A. Specify that OLS could not impose penalties/fines for first violations by a small business (except for egregious violations). Small business could be defined as:
 - 1. Businesses with certain number of employees (e.g., less than 5, 10, 20 employees),
 - 2. Businesses exempt from City business license tax, or
 - 3. Businesses defined by Director rules
- B. Specify that OLS could not impose penalties/fines for first violations by any hiring entity hiring a domestic worker (except for egregious violations)
- C. Remove OLS's authority to impose penalties/fines on small businesses
- D. Remove OLS's authority to impose penalties/fines on hiring entities hiring domestic workers.
- E. Specify some combination of A, B, C, or D

Effective Date

Options

- A. Change effective date to provide one year to prepare for implementation (e.g., June 1, 2022, July 1, 2022)
- B. Make no changes to the legislation

Next Steps

1. May 17, 2021 – Introduction and Referral
2. May 18, 2021 – Finance and Housing Committee discussion (& possible vote)

Questions?

May 3, 2021

MEMORANDUM

To: Finance and Housing Committee
From: Karina Bull, Analyst
Subject: Draft Legislation for Independent Contractor Protections

On May 4, 2021, the Finance and Housing Committee (Committee) will discuss draft legislation, sponsored by Councilmember Herbold that would include new requirements for hiring independent contractors. This memo provides an overview of the legislation and identifies policy issues for the Councilmembers' consideration.

Background

In February 2019, the City Council (Council) passed [Resolution 31863](#) to address the problem of employers improperly misclassifying employees as independent contractors. The resolution requested the Office of Labor Standards (OLS) and the Labor Standards Advisory Commission (LSAC) to work on policy, outreach and enforcement proposals to address this problem.

In May 2020, the LSAC recommended that the City require hiring entities to provide all independent contractors (not just those who are at risk of being misclassified) with the following written information:

1. proposed terms of engagement between parties, and
2. itemized pay information.

The LSAC described these recommendations as the first steps toward creating more transparency and access to information for workers hired as independent contractors and noted that there was support for the recommendations from business, community, and worker advocates on the Commission. On April 6, 2021, the LSAC presented these [recommendations](#) to the Finance and Housing Committee.

On April 20, 2021, the Committee was scheduled to discuss draft legislation that incorporated LSAC's recommendations and an accompanying Central Staff memo, but the discussion was postponed due to time constraints. On May 4, 2021, the Committee will discuss revised draft legislation that includes substantive policy developments in the areas of:

1. hiring entity coverage;
2. labor standards requirements; and
3. enforcement mechanisms.

Currently, Seattle has seven laws extending employee protections to workers hired as independent contractors.¹ While the Transportation Network Company (TNC) Minimum Compensation Ordinance, Paid Sick and Safe Time for Gig Workers Ordinance, and Premium Pay for Gig Workers Ordinance establish some permanent and temporary protections for ride share drivers and gig workers, there are no comprehensive labor standards for all independent contractors working in Seattle.

Summary

The legislation would incorporate and expand LSAC's recommendations to establish new labor standards for many (although not all) independent contractors working in Seattle. The labor standards would be effective on March 1, 2022.

Coverage

The legislation would cover independent contractors working for two types of hiring entities:

1. a commercial hiring entity that hires an independent contractor to provide services for the commercial hiring entity's business or commercial activity; or
2. any hiring entity that hires an independent contractor to provide domestic worker services.

The Legislation would exclude all independent contractors hired by non-commercial entities (e.g., a plumber, carpenter, or pet sitter hired by a private party). The legislation would also explicitly exclude coverage of attorneys and licensed medical professionals working within the scope of their profession and, pursuant to future Director rules, other independent contractors working in a profession governed by a comparable code of ethics.

Labor standards requirements

The legislation would require hiring entities to provide independent contractors with pre-contract disclosures, timely payment, and payment disclosures.

- 1. Pre-contract disclosures** – Prior to beginning work, a hiring entity would provide a written disclosure with the terms and conditions of the job. Consistent with Wage Theft Ordinance requirements for employees, the legislation would require hiring entities to provide the information in English and the independent contractor's primary language. The legislation would also direct OLS to create model notices (e.g., template documents with fillable blanks) of the pre-contract disclosure in English, Spanish and other languages.

¹ Seattle ordinances covering independent contractors include:

(1) Fair Employment Practices Ordinance, [SMC 14.04](#) (covering domestic workers); (2) Fair Contracting Ordinance, [SMC 14.08](#); (3) Domestic Workers Ordinance, [SMC 14.23](#); (4) TNC Driver Deactivation Rights Ordinance, [SMC 14.32](#); (5) TNC Driver Minimum Compensation Ordinance, [SMC 14.33](#); (6) Paid Sick and Safe Time for Gig Workers, [Ordinance 126091](#); and (7) Premium Pay for Gig Workers, [Ordinance 126094](#).

2. **Timely payment** – A hiring entity would pay an independent contractor pursuant to the terms and conditions of the pre-contract disclosure (or related contract). The payment would be due on or before the date specified in the pre-contract disclosure (or related contract). If the pre-contract disclosure (or related contract) does not specify a due date, then payment would be due no later than 30 days after the completion of the services.
3. **Payment disclosures** – With each payment, the hiring entity would provide a written disclosure with itemized pay information including total payment and a breakdown of the rate of pay, pay basis, tip compensation (if included) and other items.

The legislation would also require hiring entities to provide independent contractors with a notice of rights in English and the independent contractor’s primary language; retain records showing compliance for three years; and comply with anti-retaliation prohibitions.

Enforcement

The Office of Labor Standards (OLS) would implement the legislation as follows:

1. **Rules** – OLS would have authority to issue administrative rules. There are numerous provisions stating OLS’s authority to issues rules. In addition, OLS would have discretion to clarify other provisions to help parties understand their rights and responsibilities.
2. **Outreach** – OLS would develop model notices and templates for the pre-contract disclosure, payment disclosure, and notice of rights in English and other languages. OLS would also establish a court navigation program to provide intake and information on court procedures for civil actions; obtaining translation, interpretation and other courtroom services; contacting organizations for legal assistance, and other information on resolving workplace issues.
3. **Enforcement**
 - a. **OLS enforcement** – OLS would conduct investigations or engage in a “complaint procedure.” For the complaint procedure, OLS would provide the hiring entity with notice of an alleged violation and an opportunity to respond. OLS would provide the hiring entity’s response to the independent contractor. OLS would not determine whether a violation has occurred. After the conclusion of the complaint procedure, the independent contractor could pursue further enforcement of the claim in court.
 - b. **Private right of action** – Aggrieved parties would have a right to file a civil action for violations and could be awarded attorney fees plus costs.
4. **Remedies** – Remedies for violations would include (1) provision of the pre-contract and payment disclosures, and (2) payment of up to three times the unpaid compensation plus interest.
 - a. **Rebuttable presumption for payment** – If a hiring entity fails to provide a pre-contract disclosure or fails to provide the payment specified in a pre-contract disclosure, the legislation would establish a legal presumption, rebuttable by clear

and convincing evidence² (such as a written contract), that the independent contractor’s claims for payment are true. Both OLS and a court could use the rebuttable presumption to establish the payment due to an independent contractor.

- b. Penalties and fines** – Consistent with existing labor standards, OLS could also impose penalties/fines in varying amounts, including up to \$556.30 per type of violation. OLS could issue lower penalties/fines depending on the circumstances of the violation (e.g., nature and persistence of the violations; substantive or technical nature of the violations; size, revenue, and human resources capacity of the hiring entity).

Labor Standards for platform gig workers

The proposed legislation includes a non-codified section on labor standards for platform gig workers (i.e., workers hired as independent contractors by companies providing work through an online-enabled application or platform). The non-codified section states Council’s intent to develop legislation that would require minimum compensation, flexibility protections, and transparency requirements and to consider such legislation for a full Council vote before the start of the 2021 budget deliberations.

Issue Identification

1. Written contract

The legislation would rehire hiring entities to provide independent contractors with a pre-contract disclosure before the independent contractor begins work.

Council may want to consider requiring a written contract instead of a pre-contract disclosure. Requiring a written contract could simplify the hiring process and enforcement. A contract could result in a more participatory “meeting of the minds” than a pre-contract disclosure prepared by one party; result in greater clarity of terms (including terms not required by the pre-contract disclosure); and reduce the risk of a dispute. A written contract is already a legally binding document that would not require a rebuttable presumption to establish an enforceable agreement. A downside of a written contract is that parties could no longer enter into oral contracts – although the ability to purely engage in an oral agreement is already somewhat diminished by the written pre-contract disclosure requirement.

Options:

- A. Require a written contract instead of a pre-contract disclosure.
- B. Make no changes to the legislation.

² “Clear and convincing evidence” means that the evidence must be highly and substantially more likely to be true than untrue. This is a medium level burden of proof that is a more rigorous standard than “preponderance of the evidence” but a less rigorous standard than “beyond a reasonable doubt.”

2. Enforcement – remedies, civil penalties, and fines

Certain hiring entities, such as small businesses and hiring entities hiring domestic workers, might be unaccustomed to providing written disclosures for contract work or keeping records of hiring independent contractors. Such hiring entities also might experience significant hardship if required to pay to three times the amount due to the independent contractor and penalties/fines for violations of these requirements.

The legislation would have several provisions to mitigate the impact of OLS's enforcement, such as Director discretion to:

- a. use a complaint procedure that centers on providing notice to the parties rather than an investigation;
- b. determine whether to impose penalties/fines based on the circumstances of each situation; and
- c. waive or reduce penalties/fines if the hiring entity pays the remedy due in a timely manner following service of the Director's Order.

Council may want to consider additional measures to mitigate the impact of enforcement. For example, the legislation could prevent OLS from imposing penalties/fines for first violations (except for egregious violations) by small businesses or hiring entities hiring domestic workers. Or the legislation could entirely remove penalties/fines for violations by such hiring entities, thereby restricting such enforcement measures to larger commercial hiring entities.

Options:

- A. Specify that OLS could not impose penalties/fines for first violations by a small business (except for egregious violations). Small businesses could be defined as those hiring less than a certain number of employees (e.g., less than 5, 10, 20 employees), those exempt from City business license tax, or as defined by Director rules.
- B. Specify that OLS could not impose penalties/fines for first violations by any hiring entity hiring a domestic worker (except for egregious violations).
- C. Remove OLS's authority to impose penalties/fines on small businesses.
- D. Remove OLS's authority to impose penalties/fines on hiring entities hiring domestic workers.
- E. Specify some combination of A, B, C, or D.
- F. Make no changes to the legislation.

3. Effective Date

The labor standards requirements would become effective on March 1, 2022. Council may want to consider providing OLS with more time to prepare for implementation. There is no typical amount of time between Council's passage of labor standards and implementation. Previous labor standards (except for emergency ordinances) have had lead times from three months to one year or longer. When establishing the effective date, Council may want to consider the time needed for OLS to create a variety of informational materials (e.g., model notices in English and other languages, court navigation documents) and engage in a potentially lengthy rulemaking process. OLS recommends an effective date of one year from passage.

Options

- A. Change the effective date of the labor standards requirements to provide OLS with at least one year to prepare for implementation (e.g., June 1, 2022 or July 1, 2022).
- B. Make no changes to the legislation.

Next steps

The Finance and Housing Committee is scheduled to discuss the draft legislation at its meeting on May 4, 2021. Please contact me if you have questions.

cc: Dan Eder, Interim Director
Aly Pennucci, Supervising Analyst



Legislation Text

File #: CB 120058, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Office of Housing (OH); authorizing the acceptance of a transfer of real property in Southeast Seattle for the purpose of development of affordable housing and other related uses, and for general municipal purposes; placing the property under the jurisdiction of OH; and ratifying and confirming certain prior acts.

WHEREAS, the Central Puget Sound Regional Transit Authority (“Sound Transit”), a Washington municipal corporation, is the owner of certain surplus real property located in Seattle, Washington, further described in the Real Property Transfer Agreement attached as Exhibit A to this ordinance and incorporated by this reference (the “Property”). The Property is comprised of 16 individual tax parcels grouped into ten development sites; and

WHEREAS, pursuant to RCW 81.112.350, Sound Transit has additional power to further equitable Transit-Oriented Development (TOD) goals by disposing of surplus property to certain qualified entities on the express condition that such surplus property is developed and operated as affordable housing consistent with the requirements of RCW 81.112.350; and

WHEREAS, Sound Transit acquired all of the subject parcels except for one (parcel ID #4281400385-00) in part with funding provided by the Federal Transit Administration (FTA). Sound Transit and OH approached FTA about transferring the properties to The City of Seattle for affordable housing, particularly to increase the supply of affordable homeownership opportunities in the Rainier Valley. On September 9, 2020, following publication in the Federal Register, the FTA Region X office approved the transfer of the properties pursuant to 49 USC 5334(h). The approval allows Sound Transit to transfer the

properties to The City of Seattle with discharge of the repayment obligation to FTA, provided the properties remain in their permitted use for at least five years. As part of the Real Property Transfer Agreement described below, Sound Transit and OH agree to comply with the FTA letter of approval and to cooperate with any requests for information by FTA in connection with FTA's approval of the transfer and monitoring for compliance; and

WHEREAS, the City has previously appropriated to OH \$10 million for affordable homeownership opportunities, and OH will invest those resources in development at the Property; and

WHEREAS, Sound Transit Board adopted Motion 2021-08 authorizing Sound Transit to enter into the Real Property Transfer Agreement described below; and

WHEREAS, Sound Transit and OH have executed the Real Property Transfer Agreement described below, subject to City Council approval; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office of Housing or the Director's designee ("OH Director") is authorized on behalf of The City of Seattle (i) to enter into the Real Property Transfer Agreement attached to this ordinance as Exhibit B to Exhibit A, and to enter into amendments or modifications thereto consistent with the intent of the Agreement, (ii) to execute such documents as deemed necessary to accept the Property from Sound Transit, together with all rights, privileges, and other property pertaining thereto, for the purpose of developing affordable housing for households at or below 80 percent of area median income and for other related purposes, and for general municipal purposes, and (iii) to execute such other documents and to undertake all necessary actions and obligations described or anticipated in the Real Property Transfer Agreement, including any covenants required by the Real Property Transfer Agreement.

Section 2. Upon acceptance the Property shall be under the jurisdiction of the Office of Housing.

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Exhibit A - Real Property Transfer Agreement
- Exhibit A, Exhibit A - The Property
- Exhibit A, Exhibit B - Form of Deed
- Exhibit A, Exhibit C - Form of Affordable Housing Covenant
- Exhibit A, Exhibit D - Form of Restrictive Covenant

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement (the “*Agreement*”) is made and entered into between THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing (“*Buyer*” or “*OH*”), and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington municipal corporation (“*Seller*” or “*Sound Transit*”).

RECITALS

A. Seller is the owner of certain real property located in Seattle, Washington further described on Exhibit A attached hereto and incorporated by this reference (the “*Property*”). The Property is comprised of 16 individual tax parcels grouped into ten development sites (each a “*Site*” and collectively, the “*Sites*”).

B. By Resolutions R2020-16 and R2015-07, the Sound Transit Board of Directors approved a declaration of surplus property for the Property.

C. Sound Transit adopted a Transit-Oriented Development (TOD) Program Strategic Plan and TOD Policy, each as amended and updated from time to time, which policy and strategic plan provide the foundation for how Sound Transit approaches integrating transit infrastructure and local and regional land use development when disposing of surplus properties. Pursuant to RCW 81.112.350, Sound Transit has additional power to further equitable Transit-Oriented Development (“TOD”) Goals by disposing of surplus property to certain qualified entities on the express condition that such surplus property is developed and operated as affordable housing consistent with the requirements of RCW 81.112.350.

D. Sound Transit acquired all of the subject parcels except for one (parcel ID # 4281400385-00) in part with funding provided by the Federal Transit Administration (FTA). Sound Transit and OH approached FTA about transferring the properties to the City of Seattle for affordable housing, particularly to increase the supply of affordable homeownership opportunities in the Rainier Valley. On Sept. 9, 2020, following publication in the Federal Register, the FTA Region X office approved the transfer of the properties pursuant to 49 USC 5334(h). The approval allows Sound Transit to transfer the properties to the City of Seattle with discharge of the repayment obligation to FTA, provided the properties remain in their permitted use for at least 5 years. Sound Transit and OH agree to comply with the FTA letter of approval and to cooperate with any requests for information by FTA in connection with FTA’s approval of the transfer and monitoring for compliance.

E. Buyer desires to acquire from Seller and Seller desires to convey to Buyer the Property (as hereinafter defined) on the terms and conditions set forth below for the purpose of making the property available for the development of affordable housing.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I. PROPERTY

Seller hereby agrees to convey and quitclaim to Buyer, and Buyer hereby agrees to acquire from Seller, the following Property subject to the terms and conditions set forth herein:

1.1 Property. That certain real property described on *Exhibit A* attached hereto and incorporated by this reference (the "*Property*").

ARTICLE II. CONSIDERATION AND BUYER OBLIGATIONS

2.1 Consideration. The Property will be transferred at no monetary cost but in consideration for Buyer's fulfillment of development and community benefit obligations as set forth in this Agreement.

2.2 Request for Proposals. The Office of Housing shall complete a Request for Proposals (RFP) Process with the goal of achieving the following project milestones:

(a) All 10 Sites will be made available for development of Resale-Restricted Homes (as defined below) within 10 years of the date of transfer to OH, requiring developers to create between 100 and 150 homes across all Sites, for sale or rent to income-eligible households. OH will determine the final number of homes per Site following a community engagement process that will, in part, inform decisions regarding the number of bedrooms per home at each development, provided that the number of homes across all Sites shall not be less than 100. The intent of this range is to maximize the density on each Site and provide the largest number of affordable homes possible, while working to fulfill the previously identified community priority for "family-sized homes", understanding that homes with more bedrooms will limit the unit development capacity at each Site.

(b) Resale-Restricted Homes are homes that are subject to recorded restrictions intended to require that, for a period of at least 50 years, upon resale, the homes must be sold to eligible homebuyers at a sales price that is likely to be affordable to a Low-Income homebuyer. Resale restrictions must be in the form of a ground lease, covenant, or other recorded document approved by OH and are in addition to the Affordable Housing Covenant reserved by Sound Transit.

(c) The first 3 Sites will be made available for affordable housing development via a Request for Proposal process which is published within 180 days of the transfer of the Property to OH.

(d) OH agrees to make the Sites available to developers via a series of RFPs for the creation of long-term affordable housing that meets the requirements of RCW 81.112.350. In conjunction with publication of these RFPs OH shall conduct affirmative outreach to developers and/or homebuyer readiness organizations led by and/or serving communities of color.

2.3 OH Funding Commitment. The Office of Housing will make a minimum of \$10 million in funding available for the development of the Property for affordable housing. OH shall make the OH funding available for each Site according to a formula that allocates funding on a per unit basis. OH funding will be in accordance with its policies and procedures, which currently allow for funding of affordable units as follows:

- i. \$70,000 per unit for two-bedroom units or smaller
- ii. \$100,000 per unit for three-bedroom units or larger

These per-unit amounts may be modified to reflect changes to the City of Seattle's Housing Funding Policies but the total OH funding commitment will not be less than \$10 million. OH will review development proposals for financial feasibility and conformance to City policies.

2.4 Green Building. Projects developed on the Sites will be required to meet:

- i. Evergreen Sustainable Development Standard v3.0.1 (2018 update),
or
- ii. LEED Mid-rise v4 or LEED Residential v4.1 Gold level and meet
ESDS requirement: 5.1A Building Performance Standard – New
Construction, or
- iii. An approved equivalent green-building standard, approved by Sound
Transit and OH.

2.5 Sound Transit Participation in RFP Process. Sound Transit reserves the right to review and comment on a draft of each RFP. OH will provide Sound Transit with at least 10 business days to provide comments. OH will consider Sound Transit's comments in good faith but is not obligated to accept Sound Transit's comments on any RFP other than comments that affect OH's compliance with this Agreement or the Covenants. Sound Transit also reserves the right to have one staff member participate as part of the proposal evaluation committee for each RFP.

2.6 Reporting. Sound Transit will receive a quarterly report from OH summarizing any milestones associated with the solicitation and an annual report each year until all housing units across the Sites are built and occupied. Such annual report will include the number of units constructed or planned for construction and the amount of OH funding expended or pledged to date.

2.7 Community Engagement. Additionally, OH shall make a good faith effort to achieve the goals for this project identified through the joint equitable engagement efforts conducted during the summer of 2019, including:

- i. Drafting RFPs that request various community priorities such as family-sized units for the sites.
- ii. Seeking opportunities to deepen affordability for those making below 80% of adjusted median income.

- iii. Requesting that developers facilitate relationships with community organizations and prioritize local groups looking for non-residential space where ground floor non-residential space is allowed.

ARTICLE III. TITLE AND DUE DILIGENCE

3.1 Review of Title and Surveys. During the Due Diligence Period (as defined below), Buyer shall obtain from First American Title Insurance Company (“**Title Company**”) a preliminary commitment for title insurance for the Property, including copies of all exceptions and encumbrances noted thereon (the “**Preliminary Commitment**”). Buyer is also anticipating obtaining surveys of the Property for extended title insurance. Buyer and Seller shall work together during the Due Diligence Period to resolve any title exceptions to which Buyer objects, but Seller shall not be required to expend any funds or incur any liabilities to cause any title exceptions to be removed from the Commitment or insured over by the Title Company.

3.2 Title Insurance. Subject to Buyer fulfilling its obligations hereunder, Title Company must issue to Buyer at Closing a Standard Coverage Owner’s Policy of title insurance or, if Buyer so requests in writing, an Extended Coverage Owner’s Policy of title insurance, issued by Title Company, dated the date of Closing, insuring Buyer’s title to the Property subject to no exceptions other than the standard printed exceptions, the Permitted Exceptions, and the Covenants (the “**Title Policy**”). The Title Policy shall contain such endorsements as Buyer may specify and which Title Company is willing to issue, provided that Buyer shall pay all costs of the Title Policy, the endorsements, and the cost of any update of the survey required for such extended coverage.

3.3 Conveyance of Property. At Closing Seller shall convey to Buyer fee simple title to the Property by execution and delivery of a quit claim deed in the form attached hereto as **Exhibit B** (the “**Deed**”), which is hereby approved as to form by Buyer.

3.4 Due Diligence Period. Purchaser to have a ninety (90) day due diligence review period commencing after the execution of the Property Transfer Agreement. During that time, Purchaser may review existing due diligence materials provided by Sound Transit, the Preliminary Commitment, and have a right to have limited access to the property to conduct additional due diligence activities, including obtaining an ALTA survey of each Site. OH shall notify Sound Transit prior to conducting on site due diligence, and shall coordinate its access to each Site with Sound Transit. Sound Transit due diligence materials that have been provided for each property include:

- (a) A 2019 title report
- (b) A 2019 appraisal
- (c) Any reports Sound Transit may have regarding environmental and soil conditions as known

Any additional due diligence is the responsibility of OH. Sound Transit has provided reports in its possession as a courtesy but does not make any warranties or representations as to their

accuracy or completeness.

ARTICLE IV. CONDITIONS PRECEDENT TO CLOSING

4.1 Conditions Precedent to Buyer Obligations. Buyer's rights and obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

(a) Performance by Seller. Seller shall have performed all material obligations required by this Agreement to be performed by it.

(b) Title Policy. Title Company shall be committed to issuing the Title Policy, provided Buyer has fulfilled its obligations with respect to the Title Company.

(c) Representations and Warranties True. All of Seller's representations and warranties contained herein shall be true and correct in all material respects as of the date scheduled for Closing.

(d) City Council Ordinance Authority. City Council approval of the Property transfer and this Agreement on or before May 31, 2021. If City Council has not approved of the Property transfer and this Agreement by such date, this Agreement shall automatically terminate and be no further force and effect.

The conditions set forth in Sections 4.1(a) through (c) above are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied as of the Closing Date, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, whereupon the parties shall have no further obligations hereunder other than those obligations which survive the termination of this Agreement by their express terms.

4.2 Conditions Precedent to Seller Obligations. Seller's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

(a) Buyer shall have delivered to Seller the covenants described in Section 6.1, below, substantially in the forms of *Exhibit C and Exhibit D* to this Agreement, to be recorded at Closing as covenants running with the land.

(b) Buyer shall have performed all other material obligations required by this Agreement to be performed by it.

(c) Buyer's representations and warranties contained herein shall be true and correct in all material respects as of the date scheduled for Closing.

The conditions set forth in Sections 4.2(a) through (c) above are intended solely for the benefit of Seller. If any of the foregoing conditions are not satisfied as of the Closing Date, Seller shall have the right at its sole election either to waive the condition in question and proceed with the sale or, in the alternative, to terminate this Agreement.

ARTICLE V. REVERSIONARY RIGHTS

5.1 Reversionary Rights. Should OH fail in its obligations to transfer all Sites to developers for the construction of affordable housing by the 10th anniversary of the date of transfer of the Property from Sound Transit to OH, any properties still held by OH at that time will, upon the request of Sound Transit, be transferred back to Sound Transit ownership at no cost to Sound Transit, free and clear of all liens or encumbrances except the Permitted Exceptions and those encumbrances approved in writing by Sound Transit. OH and Sound Transit shall cooperate to execute and record the necessary instruments to effect such reconveyance.

ARTICLE VI. COVENANTS

6.1 Affordable Housing Covenant. As a condition of Seller's obligations to convey the Property to Buyer, at Closing, Buyer shall execute, acknowledge and deliver for recording a covenant (the "***Affordable Housing Covenant***") substantially in the form attached hereto as ***Exhibit C***, committing the use of the Property as follows:

(a) A recorded covenant that requires the Property be used for affordable housing in accordance with RCW 81.112.350 and addresses the following:

- i. A minimum of 100% of the housing units constructed on the Property must be dedicated to affordable housing. Homes must be affordable to households whose adjusted income is at or below eighty percent (80%) of area median income for King County at the time of purchase.
- ii. Ground floor community or non-profit space will be permitted on sites where required or allowed by local zoning code and recommended through community engagement process.
- iii. Allowance of other potential ground floor uses will be determined on a case by case basis by the parties.
- iv. Income restrictions to be for a term of no less than fifty (50) years.
- v. Restrictions that, if any part of the Properties are sold during the term of income restrictions for a use other than approved, that any net sale proceeds be used for creating affordable housing within one-half mile of a light rail station or transit station, as required by RCW 81.112.350(1)(b)(ii)(B). This restriction does not apply to individual home buyers selling their unit to another income-qualified buyer.

6.2 Restrictive Covenant. As a condition of Seller's obligations to convey the Property to Buyer, at Closing, Buyer shall also execute, acknowledge and deliver for recording a covenant (the "***Restrictive Covenant***") substantially in the form attached hereto as ***Exhibit D***, to ensure that the Property is used for the permitted use of affordable housing as required by FTA, for a term of five (5) years.

6.3 OH Transfers to Affordable Housing Developers. OH agrees that it will not transfer, convey, or dispose of any Site to an awarded developer until such time as the proposed project has all necessary permits and financing in place and is ready to move forward with construction, unless Sound Transit has approved otherwise in writing. Additionally, OH will put in place or cause to be put in place various measures such as completion guarantees, payment and performance bonds, or reversionary clauses as appropriate to ensure that projects are completed and available for occupancy within 5 years of transfer of the property from OH to the developer.

6.4 Permanently Affordable Homeownership Financing and Programming. OH will put in place or cause to be put in place various loan and programmatic agreements with nonprofit partners to ensure monitoring and compliance with affordable housing covenants for at least 50 years. In addition, OH and Sound Transit shall work collaboratively as needed to allow for permanently affordable homeownership financing, including potential Fannie Mae requirements, so long as OH and its nonprofit affordable homeownership partners have provided Sound Transit with adequate assurances that the 50-year income restrictions will be satisfied.

ARTICLE VII: TRANSFER OF PROPERTY “AS IS”

7.1 Environmental Review. OH is responsible for conducting or assigning to the developers any required environmental review and approvals associated with project permitting. Sound Transit does not make any representations or warranties about the environmental condition of the Property, including its physical condition, the presence or absence of any hazardous substances, or its suitability for any intended use. By electing to proceed with the acquisition of the Property pursuant to this Agreement, OH expressly acknowledges that it has had an opportunity to conduct its own investigation of the Property. OH acknowledges that Sound Transit is conveying the Property in an “AS-IS” condition and state of repair, and with all faults, of any kind or nature and without any representations or warranties, express, implied or statutory.

7.2 Delivery Condition. The Property will be delivered in an as-is condition. Any encroachments, side sewer easements, or encumbrances on title will be the responsibility of OH to resolve or require the developer that takes ownership of the properties to resolve. Upon recording of the Deed to OH, OH shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, hazardous substances, vaults, debris, pipelines, utilities or other structures. OH will take ownership of any fencing put on the perimeter of the Sites by Sound Transit. Upon closing, Sound Transit will remove all signage and padlocking on that fencing.

7.3 Release of Sound Transit. To the maximum extent allowed by law, OH does hereby waive and release Sound Transit and its officers, directors, employees, representatives, and agents from any and all damages, losses, liabilities, costs and expenses whatsoever (including, without limitation, reasonable attorneys’ fees and costs) and claims associated therewith which may arise on account of or in connection with the physical or environmental condition of the Property. The terms and conditions of this Section 7 shall expressly survive the Closing and shall not merge with the provisions of the Deed or any other closing documents.

OH acknowledges that the transfer at no cost reflects the “AS IS” nature of this transaction and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

ARTICLE VIII. CLOSING AND ESCROW

8.1 Closing. The closing of the transaction contemplated in this Agreement (the “*Closing*”) shall take place within 180 days of mutual execution of this Agreement unless otherwise mutually agreed to by Buyer and Seller (the “*Closing Date*”).

8.2 Delivery by Seller. On or before the Closing Date, Seller shall deposit with First American Title Insurance Company (“*Escrow Holder*”), the following:

(a) the duly executed and acknowledged Deed for the Property ready for recordation on the Closing Date together with a duly executed real estate excise tax affidavit and a non-foreign certificate; and

(b) such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.3 Delivery by Buyer. On or prior to the Closing Date Buyer shall deposit with Escrow Holder the following:

(a) a duly executed real estate excise tax affidavit;

(b) the duly executed Covenants; and

(c) such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.4 Title Policy; Other Instruments. Title Company shall issue the Title Policy at Closing or as soon thereafter as practicable. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder, Title Company or otherwise required to close the escrow and consummate the transfer of the Property in accordance with the terms hereof.

8.5 Prorations. All expenses of the Property, including but not limited to, real property taxes, drainage district service charges, water, sewer and utility charges, current years’ installments of assessments or LID’s and other expenses normal to the maintenance of the Property, but excluding insurance premiums, shall be prorated as of 12:01 a.m. on the Closing Date.

8.6 Closing Costs and Expenses. Buyer and Seller shall each pay their own attorney’s fees and expenses to perform their obligations hereunder in addition to the following:

(a) Buyer shall pay all real estate excise taxes, and other transfer taxes applicable to the transfer of the Property.

(b) Buyer shall pay:

- (i) The fees for the Escrow Holder;
- (ii) All costs and expenses of Buyer's consultants and investigations;
- (iii) The premium for the Title Policy, together with the cost of all endorsements requested by Buyer and the cost of the survey, if any is required.

8.7 Closing Statements. The prorations shall be made on the basis of a written closing statement submitted by Escrow Holder to Buyer and Seller prior to the Closing Date and approved by Buyer and Seller, which approval shall not unreasonably be withheld. In the event any prorations or apportionments made hereunder shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same. Any item which cannot be prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and re-prorated between Buyer and Seller when the information is available. Notwithstanding the foregoing, any adjustments or re-prorations shall be made, if at all, within one hundred eighty (180) days after the Closing Date.

ARTICLE IX. REPRESENTATIONS AND WARRANTIES

Seller and Buyer make the following representations and warranties:

9.1 Seller's Representations. Seller represents and warrants to Buyer as of the Date of Closing:

(a) Litigation. There is no litigation or proceeding pending against Seller, or to Seller's current actual knowledge threatened against Seller, which relate to the Property or the transaction contemplated by this Agreement.

(b) Compliance. Seller has no actual knowledge that the Property or the operation and use thereof does not comply in any material respect with applicable laws.

(c) No Prior Options, Sales or Assignments. Seller has not granted any options nor obligated itself in any manner whatsoever to sell the Property or any portion thereof to any party other than Buyer.

(d) Liens. Seller has no actual knowledge of unpaid bills, claims, or liens pending or contemplated by mechanics, material suppliers, surveyors, or others, recorded or unrecorded in connection with the Property.

(e) Authority. This Agreement is authorized under Sound Transit Motion M2021-08, and all documents executed by Seller which are to be delivered at Closing will be duly authorized, executed and delivered by Seller, and do not and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is subject.

9.2 Buyer's Representations. Buyer represents and warrants to Seller as of the Date of Closing:

(a) Authority. This Agreement is authorized under City Ordinance No.

_____, and all documents executed by Buyer which are to be delivered to Seller at Closing will be duly authorized, executed and delivered by Buyer, and do not and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Buyer is subject.

(b) Availability of Funds. Buyer has or has access to sufficient funds to perform all its obligations under this Agreement.

9.3 General Provision Regarding Warranties and Representation. If, prior to Closing, either Buyer or Seller discovers a fact or circumstance which might render a representation or warranty by that party inaccurate in any material respect, it shall promptly advise the other party thereof in writing. If Buyer is so advised of such a fact or circumstance prior to Closing, it shall have the option, exercisable within five (5) days thereafter to either (a) elect to terminate this Agreement or (b) to waive such inaccuracy, in which event Buyer shall be deemed to have waived all rights, claims and causes of action against Seller related thereto and the representation or warranty shall be deemed amended to reflect such fact or circumstance.

ARTICLE X. LOSS BY CONDEMNATION OR CASUALTY

In the event that all or any material portion of the Property or the becomes the subject of a taking or condemnation under the provisions of eminent domain law or suffers a casualty after the Date of this Agreement but prior to the Closing Date, Seller may terminate this Agreement, in which case the parties shall have no further rights or obligations hereunder.

ARTICLE XI. INDEMNIFICATION

Buyer shall defend, indemnify and hold Seller harmless from and against and reimburse Seller on demand for, any and all obligations, losses, liabilities, claims, cost or expense (including reasonable attorneys' fees), whether direct, contingent or consequential, resulting from claims asserted against Seller by any third party relating to the Property and arising out of actions or circumstances occurring on or after Closing, other than claims arising from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Seller under this Agreement.

ARTICLE XII. CONDITION OF PROPERTY

12.1 "AS IS" Sale. The Property and title thereto shall be 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, INCLUDING THE POTENTIAL OF ENCROACHMENTS, OR ITS SUITABILITY OR SUFFICIENCY FOR BUYER'S INTENDED USES AND PURPOSES.

12.2 Condition of Property; Risk of Loss. Seller shall convey the Property to Buyer at Closing in substantially the same physical condition the Property is in as of the Effective Date, ordinary wear and tear excepted. Seller shall bear the risk of physical loss or damage to the Property until the Closing Date. Thereafter, Buyer shall bear the risk of physical loss or damage to the Property.

12.3 Waiver of Seller Disclosure Statement. Buyer hereby waives any right it may have under applicable law to receive the Seller Disclosure Statement described in Ch. 64.06 RCW; provided, that Buyer may not waive disclosures required under RCW 64.06.013 related to environmental matters.

ARTICLE XIII. DEFAULT; REMEDIES

13.1 Default by Buyer Prior to Closing. If Buyer fails, without legal excuse, to complete the transfer of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder for any reason, Seller's sole and exclusive remedy shall be to terminate this Agreement. The foregoing limitation on the liability of Buyer shall not be applicable with respect to Buyer's obligations to be performed at or after Closing.

13.2 Default by Buyer After Closing. If Buyer fails to timely satisfy all of its obligations under this Agreement after Closing, then Buyer shall be in default. Seller shall have the right to pursue any and all remedies available at law or in equity.

13.3 Default by Seller Prior to Closing. If Seller fails, without legal excuse, to complete the transfer of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder for any reason prior to Closing, Buyer's sole and exclusive remedy shall be to terminate this Agreement.

13.4 Default by Buyer After Closing. If Seller fails to timely satisfy all of its obligations under this Agreement after Closing, then Seller shall be in default. Buyer shall have the right to pursue any and all remedies available at law or in equity.

ARTICLE XIV. NOTICES

14.1 Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if: (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, (iii) electronically transmitted with confirmation sent by another method specified in this Section 14.2 or (iv) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Seller at: Sound Transit
Attn: Mara D'Angelo, Senior Project Manager
401 S. Jackson Street
Seattle, WA 98104
Phone: 206-903-7089
Email: maradangelo@soundtransit.org

With a copy to: Sound Transit
Attn: Joanna Valeri, Senior Legal Counsel
401 S. Jackson Street
Seattle, WA 98104
Phone: 206-398-5306
Email: joanna.valeri@soundtransit.org

Buyer at: City of Seattle
Office of Housing
Attn: Erika Malone
700 Fifth Avenue, Suite 5700
P.O. Box 94725
Seattle, WA 98124-4725
Phone: 206-684-0247
Email: Erika.Malone@Seattle.Gov

With a copy to: The Seattle City Attorney's Office
Attn: Edward Lin
Seattle City Attorney's Office
701 Fifth Avenue, Suite 2050
Seattle, WA 98104
Phone: (206) 233-2169
Email: Edward.Lin@Seattle.Gov

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

14.3 Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement. No failure by Seller or Buyer to insist upon the strict performance of any covenant, agreement, or condition of this Agreement or to exercise any right or remedy shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller's or Buyer's permitted Affiliates and assigns.

14.4 Survival. All provisions of this Agreement which involve obligations, duties or rights to be performed after the Closing Date or the recording of the Deed, and all indemnifications, representations and warranties made in or to be made pursuant to this Agreement shall survive the Closing Date and/or the recording of the Deed.

14.5 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

14.6 Merger of Prior Agreements; Reliance. This Agreement and any exhibits hereto, constitute the final and complete agreement between the parties with respect to the transfer of the Property and supersede all prior and contemporaneous agreements, letters of intent and understandings between the parties hereto relating to the subject matter of this Agreement. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, nor liable for, any warranties, representations or statements of fact or opinion made by any other person,

partnership, corporation or other entity, including, without limitation, the Title Company, any surveyor and any consultants. Buyer acknowledges to Seller that in entering into this Agreement, Buyer is not relying on any warranties except those expressly set forth herein.

14.7 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

14.8 Governing Law; Time. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Washington. “**Day**” as used herein means a calendar day and “**Business Day**” means any day on which commercial banks in Seattle, Washington are generally open for business. Any period of time which would otherwise end on a non-Business Day shall be extended to the next following Business Day. Time is of the essence of this Agreement.

14.9 Exhibits. All exhibits attached hereto or referenced herein are incorporated in this Agreement.

14.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provisions had not been contained herein.

14.11 Counterparts. This Agreement and the documents to be delivered hereunder may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

14.12 Assignment. Seller’s rights and obligations under this Agreement are not assignable without the prior written consent of Buyer. Buyer’s rights and obligations under this Agreement are not assignable without the prior written consent of Seller.

14.13 Agency Disclosure and Brokerage Provisions. No brokers or agents have represented either party in this transaction.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the later date written below.

BUYER: THE CITY OF SEATTLE,
a Washington municipal corporation

DocuSigned by:
By: Emily Alvarado
Name: Emily Alvarado
Its: Director, Office of Housing
Date: 4/13/2021

SELLER: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

DocuSigned by:
By: Thatcher Imboden
Name: Thatcher Imboden
Its: Director, Land Use, Planning & Development
Date: 4/13/2021

Authorized by Sound Transit Resolution/Motion M2021-08

Approved as to Form:

DocuSigned by: Joanna Valeri 4/13/2021
Sound Transit legal counsel

Exhibit AThe Property

Ten sites, composed of sixteen individual parcels, primarily located along Martin Luther King Jr. Way S. in the Rainier Valley, in proximity to the Columbia City, Mount Baker, and/or Othello light rail stations, as listed below.

Site #	Parcel ID	ROW No	Site Address, Seattle WA	Closest Light Rail Station	FTA Interest	Est. Square Footage
2	1756700015-02	RV093	4851 MLK Jr. Way S.	Columbia City	60.00%	2,184
	1756700010-07	RV094	4853 MLK Jr. Way S.	Columbia City	60.00%	1,744
	1756700005-04	RV095	4859 MLK Jr. Way S.	Columbia City	60.00%	4,631
4	5414100205-00	RV079	4733 MLK Jr. Way S.	Columbia City	60.00%	1,815
	5414100220-01	RV082	4735 MLK Jr. Way S.	Columbia City	60.00%	1,428
	5414100230-09	RV083	4741 MLK Jr. Way S.	Columbia City	60.00%	4,522
5	4006000319-00	RV246	4203 S. Kenyon St.	Othello	60.00%	4,526
	4006000322-00	RV247	7908 MLK Jr. Way S.	Othello	24.16%	5,892
6	3333002640-00	RV192	6740 MLK Jr. Way S.	Othello	24.16%	8,439
7	1426300125-00	RV032	3601 MLK Jr Way S.	Mount Baker	24.16%	9,180
8	4281400385-00	RV243	7860 MLK Jr. Way S.	Othello	N/A	3,797
9	1756700110-06	RV096	4865 MLK Jr. Way S.	Columbia City	60.00%	3,292
	1756700120-04	RV097	3112 S. Ferdinand St.	Columbia City	24.16%	1,845
10	1703400990-00	RV099	3201S. Ferdinand St.	Columbia City	24.16%	3,776
11	2660500259-00	RV112	5042 MLK Jr. Way S.	Columbia City	60.00%	2,387
12	1662500061-00	RV185	6701 MLK Jr. Way S.	Othello	24.16%	8,341

Legal Descriptions:**Tax parcel 1756700015 (Site 2):**

PARCEL A OF CITY OF SEATTLE SHORT PLAT NO. 80-167, ACCORDING TO SHORT PLAT RECORDED SEPTEMBER 29, 1981 UNDER RECORDING NO. 8109290913, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002407.

Tax parcel 1756700010 (Site 2):

PARCEL B OF CITY OF SEATTLE SHORT PLAT NO. 80-167, ACCORDING TO SHORT PLAT RECORDED SEPTEMBER 29, 1981 UNDER RECORDING NO. 8109290913, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002410.

Tax parcel 1756700005 (Site 2):

PARCEL C OF CITY OF SEATTLE SHORT PLAT NO. 80-167, ACCORDING TO SHORT PLAT RECORDED SEPTEMBER 29, 1981 UNDER RECORDING NO. 8109290913, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002408.

Tax parcel 1756700110 (Site 9):

ALL OF LOT 25 AND THE NORTH 36 FEET OF LOT 26 OF CORLISS ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 27, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION OF SAID LOT 26 CONDEMNED FOR STREET;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002409.

Tax parcel 1756700120 (Site 9):

LOTS 26 AND 27 OF CORLISS ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 27, IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 36 FEET OF LOT 26;
AND EXCEPT THAT PORTION OF SAID LOTS 26 AND 27 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY, PURSUANT TO ORDINANCE NO. 30673;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002406.

Tax parcel 5414100220 (Site 4):

PARCEL A OF CITY OF SEATTLE SHORT PLAT NO. 80-168, ACCORDING TO SHORT PLAT RECORDED APRIL 28, 1981 UNDER RECORDING NO. 8104280365, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY SOUTH, PURSUANT TO ORDINANCE NO. 30673;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20100730000175.

Tax parcel 5414100205 (Site 4):

PARCEL B OF CITY OF SEATTLE SHORT PLAT NO. 80-168, ACCORDING TO SHORT PLAT RECORDED APRIL 28, 1981 UNDER RECORDING NO. 8104280365, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY SOUTH, PURSUANT TO ORDINANCE NO. 30673;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20110308000322.

Tax parcel 5414100230 (Site 4):

LOTS 14 AND 15 IN BLOCK 2 OF MEADOW PARK ADDITION TO COLUMBIA CITY, ACCORDING TO PLAT RECORDED IN VOLUME 10 OF PLATS AT PAGE(S) 93, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONDEMNED FOR EMPIRE WAY SOUTH IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096, ORDINANCE NO. 30673;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20100730000176.

Tax parcel 4006000319 (Site 5):

THE NORTH 56.58 FEET OF THE WEST HALF OF LOT 16 OF LAKE DELL, ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 150 FEET THEREOF;
AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 216919 FOR EMPIRE WAY, PURSUANT TO CITY OF SEATTLE ORDINANCE NO. 55314;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20110526000998.

Tax parcel 4006000322 (Site 5):

THE SOUTH 73 FEET OF THE NORTH 129.58 FEET OF THE WEST HALF OF TRACT 16 OF LAKE DELL, ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 150 FEET THEREOF;
AND EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 216599 FOR EMPIRE WAY, AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 53314;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20110526000997.

Tax parcel 3333002640 (Site 6):

THAT PORTION OF LOT 5 IN BLOCK 13 OF HILLMAN CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO PLAT RECORDED IN VOLUME 11 OF PLATS AT PAGE(S) 23, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF EMPIRE WAY SOUTH, KNOW KNOWN AS MARTIN LUTHER KING WAY;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20101208001109.

Tax parcel 1426300125 (Site 7):

LOTS 3 THROUGH 6; THE NORTH 10 FEET OF LOT 7, THE NORTH 11 FEET OF THE EAST 27 FEET OF LOT 34, AND ALL OF LOTS 35 AND 36 IN BLOCK 2 OF CASCADE VIEW ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 75, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 75 FEET OF SAID LOT 35;
ALSO EXCEPT THE WEST 3 FEET OF SAID LOT 36;

ALSO EXCEPT THAT PORTION OF SAID LOTS 4 THROUGH 7 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY SOUTH, PURSUANT TO ORDINANCE NO. 30673;
ALSO EXCEPT THAT PORTION CONVEYED FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20040330002447;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20100217000919;
TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING, WHICH, UPON VACATION ATTACHES TO SAID PROPERTY BY OPERATION OF LAW.

Tax parcel 4281400385 (Site 8):

THE SOUTH 11 FEET OF LOTS 1 AND 2 AND LOTS 35 THROUGH 38, INCLUSIVE IN BLOCK 5 OF LESTER ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 19 OF PLATS AT PAGE(S) 39, IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 53 FEET THEREOF;
ALSO EXCEPT THE EAST 15 FEET OF SAID LOT 35;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20110526000999.

Tax parcel 1703400990 (Site 10):

LOTS 1664 AND 1665 IN BLOCK 61 OF COLUMBIA SUPPLEMENTAL NUMBER 1, ACCORDING TO PLAT RECORDED IN VOLUME 8 OF PLATS AT PAGE(S) 12, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR CAUSE NUMBER 98096 FOR STREET PURPOSES AS PROVIDED BY ORDINANCE NUMBER 30673 OF THE CITY OF SEATTLE;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20090720000113.

Tax parcel 2660500259 (Site 11):

THAT PORTION OF THE SOUTH 50 FEET OF TRACT 5 OF FRYE'S ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS AT PAGE(S) 87, IN KING COUNTY, WASHINGTON, LYING EAST OF EMPIRE WAY;
EXCEPT THE EAST 88 FEET THEREOF;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20090720000143.

Tax parcel 1662500061 (Site 12):

TRACT 7 OF COFFMAN GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 10 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 144 FEET OF THE NORTH 100 FEET;
ALSO EXCEPT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20110315000126.

Exhibit B

Form of Deed

Exhibit C

Form of Affordable Housing Covenant

Exhibit D

Form of Restrictive Covenant

When Recorded, Return to:
City of Seattle
Office of Housing
700 Fifth Avenue, Suite 5700
P.O. Box 94725
Seattle, Washington 98124-4725
Attn: Erika Malone

QUIT CLAIM DEED

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington

Grantee: THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing

Abbreviated Legal Description of Property:

Official Legal Description on Exhibit A

Assessor's Tax Parcel Account Number(s):

Reference Number of Related Documents: N/A

QUIT CLAIM DEED

The Grantor, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, for and in consideration of public benefit and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and quit claims to THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing, as Grantee, all of Grantor's right, title, and interest in the following described real estate situated in the County of King, State of Washington (the "Property"), together with any after-acquired title of the Grantor therein and subject to all rights, conditions, covenants, easements, and reservations of record:

See Exhibit A attached hereto.

The Property is conveyed subject to an Affordable Housing Covenant and a Restrictive Covenant signed by Grantor and Grantee and recorded in the real property records of King County, Washington as of the date hereof.

Dated this ___ day of _____, 2021.

GRANTOR:
**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**, a Washington regional
transit authority

Name: _____

Title: _____

Approved as to form:

Sound Transit legal counsel

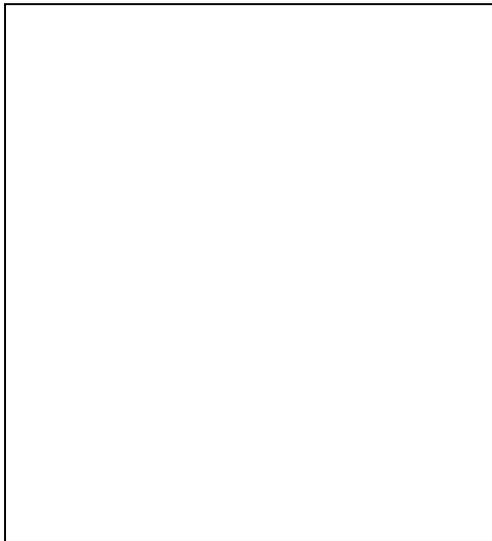
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the Central Puget Sound Regional Transit Authority, a Washington regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My appointment expires _____

Exhibit A

Legal Description of Property

After recording return to:
Central Puget Sound Regional Transit Authority
401 S. Jackson Street
Seattle, Washington 98104
Attn: Mara D'Angelo, Senior Project Manager

AFFORDABLE HOUSING COVENANT

GRANTOR: THE CITY OF SEATTLE, a Washington municipal corporation
GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a Washington regional transit authority

Abbreviated Legal Description:

Full legal on Exhibit A

Assessor's Property Tax Parcel Account Number(s):

AFFORDABLE HOUSING COVENANT

THIS AFFORDABLE HOUSING COVENANT (this “Affordable Housing Covenant” or “Covenant”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing (“Grantor”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority (“Grantee” or “Sound Transit”), collectively referred to herein as the “Parties,” with reference to the following facts:

RECITALS

A. Sound Transit is a regional transit authority of the State of Washington created pursuant to RCW chapter 81.104 and 81.112 with all powers necessary to implement a high capacity transit system within its boundaries.

B. Pursuant to RCW 81.112.350 Sound Transit has additional power to further equitable transit oriented development goals by disposing of surplus property to qualified entities on the express condition that such property is developed and operated as affordable housing consistent with the requirements of RCW 81.112.350.

C. Grantor and Grantee entered into a Real Property Transfer Agreement dated as of _____, 2021 (the “Real Property Transfer Agreement”), pursuant to which Sound Transit agreed to convey the real property described on **Exhibit A** attached hereto and incorporated herein (the “Property”), on the terms and conditions contained therein for the purpose of the creation and maintenance of affordable housing pursuant to RCW 81.112.350.

D. Sound Transit’s agreement to convey the Property is conditioned upon the conveyance being subject to the restrictive covenants described herein. This Affordable Housing Covenant is executed and recorded along with the Quit Claim Deed (the “Deed”) of the same date.

E. The Parties are entering into this Affordable Housing Covenant for the benefit of Sound Transit and Sound Transit’s significant interests in land adjacent to and in the vicinity of the Property.

F. It is the intent of the Parties that the conveyance of the Property to Grantor to develop affordable housing thereon pursuant to the terms and conditions set forth in the Real Property Transfer Agreement and this Covenant will (i) provide public benefit and promote the public welfare, (ii) provide affordable housing in close proximity to existing transit facilities, (iii) support transit ridership thereby decreasing traffic congestion and improving air quality for the region, and (iv) comply with the requirements of RCW 81.112.350.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. Each recital set forth above is incorporated into this Covenant.

2. Property to be Used for Affordable Housing. Grantor covenants and agrees the Property shall be used for the development, construction, use and operation of affordable housing that meets the following minimum criteria: The housing units on the Property shall be exclusively for lease or sale to residents whose Household Annual Income based on household size at the time of initial occupancy does not exceed 80% of Area Median Income (“Income Eligible Occupants”). Grantor shall be responsible for determining each applicant’s qualification as an Income Eligible Occupant. For purposes of this Affordable Housing Covenant, the definition and calculation of “Income Eligible Occupants,” “Household Annual Income” and “Area Median Income” shall be determined by using area median income, adjusted for household size, for King County. Area median income for King County shall be determined using the Department of Housing and Urban Development’s (HUD’s) calculation for King County median family income, which currently is based on the “Seattle-Bellevue, WA HUD Metro Fair Market Rent (FMR) Area.” If, at any point in the future, HUD no longer estimates median income for the Seattle-Bellevue, WA HUD Metro FMR Area, the Parties shall agree on a comparable figure reported by a local, state, or federal agency to be used instead. Resale restricted homes must be restricted by a ground lease, covenant, or other recorded document, in a form approved by Grantor, requiring that homes will be sold to Income Eligible Occupants at a sales price that is likely to be affordable to Income Eligible Occupants. Grantor shall be responsible for enforcing the terms of such recorded document.

3. Compliance with Legal Requirements. In the implementation of this Covenant, Grantor shall comply with all Fair Housing Laws and applicable nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapter 14.08 of the Seattle Municipal Code.

4. Term. This Covenant shall take effect upon recording in the real property records of King County, Washington and shall remain in effect for a term of 50 years.

5. Covenant to Run with the Land. This Covenant shall be recorded in the real property records of King County, Washington and shall be a covenant running with the land. This Covenant shall be binding on Grantor and any subsequent purchaser, mortgagee, lender, lessee, or any other person for so long as Grantor or any subsequent entity or person may have any right, title or interest in the Property, so long as this Covenant shall remain in effect. This Covenant shall not be subordinated to the lien of any mortgage, deed of trust, or other encumbrance on any interest in the Property unless Sound Transit expressly consents to such subordination in a written instrument properly executed, acknowledged and recorded.

6. Enforcement of Terms. The benefits of this Covenant shall inure to and may be enforced by Sound Transit or its successors and assigns. This Covenant is not intended, and shall not be construed, to create a duty or obligation of Sound Transit to enforce any term or provision of the Covenant at the request of or for the benefit of any person, and no former, present, or

prospective resident or any other person, firm, governmental entity, organization, or entity shall have a cause of action hereunder.

7. Defaults; Remedies. Failure to perform any provision of this Covenant shall constitute a default if the failure to perform is not cured within 90 days after written notice of such default has been given by Sound Transit. If the default cannot reasonably be cured within 90 days after notice, then Grantor shall not be in default if it commences to cure the default within such 90-day period and thereafter diligently prosecutes such cure to completion. Sound Transit shall be entitled to all remedies in law or equity, including without limitation the right to compel specific performance or restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant.

8. Delay. No delay in enforcing the provisions of this Covenant as to any breach or violation shall impair, delay or waive the right of Sound Transit to enforce the same or obtain relief against or recover the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

9. Severability. If any provision of this Covenant shall be found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

11. Attorneys' Fees. Grantor hereby agrees to pay Sound Transit all costs, expenses and fees, including all reasonable attorneys' fees that may be incurred by Sound Transit in enforcing or attempting to enforce this Covenant following an event of default on the part of Grantor or any of Grantor's successor or assigns. The obligations of Grantor under this Section 11 shall survive any termination or expiration of this Covenant until all sums due have been paid in full.

12. Governing Law; Jurisdiction. This Covenant shall be governed by the laws of the State of Washington, and jurisdiction of any action concerning this Covenant shall lie exclusively in King County Superior Court.

13. No Conflict with Other Documents. The Parties agree they have not executed and will not execute any other agreements with provisions contradictory to or in opposition to the provisions contained in this Covenant and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict herewith.

14. Fair Construction. The provisions of this Covenant shall be construed as a whole according to their common meaning not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Covenant. Each Party hereto has reviewed and revised this Covenant with the assistance of its legal counsel.

15. Successors and Assigns. This Covenant shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

16. Counterparts. This Covenant may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Covenant on the later date set forth below.

GRANTOR:

THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Sound Transit legal counsel

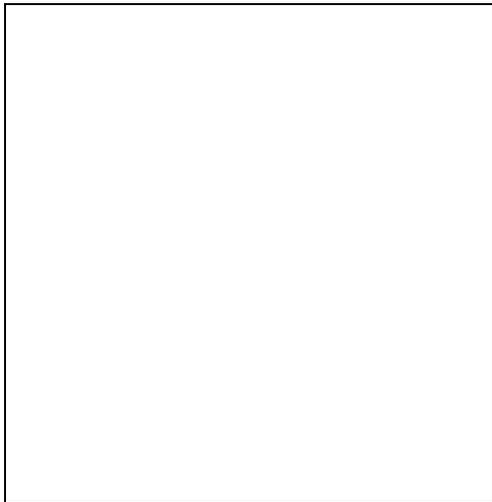
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of The City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My appointment expires _____

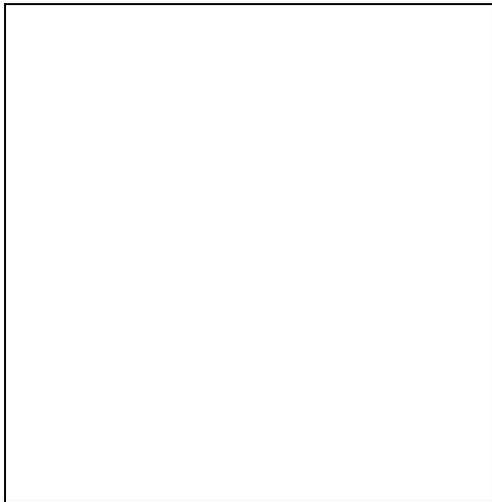
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the Central Puget Sound Regional Transit Authority, a Washington regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My appointment expires _____

EXHIBIT A

Legal Description of the Property

After recording return to:
Central Puget Sound Regional Transit Authority
401 S. Jackson Street
Seattle, Washington 98104
Attn: Mara D'Angelo, Senior Project Manager

RESTRICTIVE COVENANT

GRANTOR: THE CITY OF SEATTLE, a Washington municipal corporation

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a Washington regional transit authority

Abbreviated Legal Description:

Full legal on Exhibit A

Assessor's Property Tax Parcel Account Number(s):

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this “Covenant”) is entered into as the ___ day of _____, 2021 by and between THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing (“Grantor” or the “City”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority (“Grantee” or “Sound Transit”), collectively referred to herein as the “Parties,” with reference to the following facts:

RECITALS

A. Sound Transit is a regional transit authority of the State of Washington created pursuant to RCW chapters 81.104 and 81.112 with all powers necessary to implement a high capacity transit system within its boundaries.

B. Sound Transit conveyed the real property legally described on Exhibit A attached hereto (the “Property”). Sound Transit originally acquired the Property in part with grant funding provided by the U.S. Department of Transportation, Federal Transit Administration (“FTA”).

C. Sound Transit declared the Property as surplus property pursuant to Resolution R2020-16.

D. Sound Transit and Grantee entered into a Real Property Transfer Agreement dated _____, 2021 (the “Real Property Transfer Agreement”), pursuant to which Sound Transit agreed to convey the Property to the City, on the terms and conditions contained therein for the purpose of the creation and maintenance of affordable housing pursuant to RCW 81.112.350.

E. As a condition of such conveyance of the Property, in accordance with 49 U.S.C. 5334(h), the City has agreed to use the Property for the public purpose of affordable housing, and the City’s agreement to use the Property for such public purpose is a material inducement to Sound Transit’s agreement to convey the Property to the City.

F. Accordingly, the City must enter into this Covenant to run with the land, burdening the Property, as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. Each recital set forth above is incorporated into this Covenant.

2. Permitted Uses. The Property, for a period of five (5) years from the date of recording hereof (the “Restricted Use Term”), must be used solely for the development of affordable housing, including resale restricted affordable homeownership units, and related community service purposes and for no other purpose unless approved in writing by the FTA (the “Permitted Uses”). The City shall not be deemed to be in violation of this Section 2 if the City is using good faith, diligent efforts to develop the Property for the Permitted Uses. Ground floor non-residential uses shall be permitted where required or allowed by local zoning code. The City may transfer the Property for affordable housing development provided the Property is transferred subject to this Covenant and the Affordable Housing Covenant recorded concurrently herewith. This Covenant shall automatically terminate after the Restricted Use Term expires. Notwithstanding the foregoing, upon Grantor’s request, the parties shall execute and record a termination of this Covenant after the Restricted Use Term expires as confirmation for the public record.

3. Right of Entry. If the Property is used for any purpose other than the Permitted Uses during the Restricted Use Term, Sound Transit shall have a right of re-entry, in addition to all rights and remedies under Section 7 below, in order to enforce compliance with Section 2 above.

4. Successors and Assigns. The rights and obligations set forth in this Covenant touch and concern the land, and shall run with the Property during the Restricted Use Term. The benefits and burdens herein shall be binding upon the City and its successors and assigns, and shall inure to the benefit of Sound Transit and its successors and assigns.

5. No Modification; Recording. This Covenant may not be modified or amended except by a subsequent agreement in writing signed by the parties. This Covenant shall be recorded in the real property records of King County, Washington.

6. Enforcement; Attorneys’ Fees. In the event of a dispute arising from or related to this Covenant, the prevailing party in any such proceeding shall be entitled to recover its costs and reasonable attorneys’ fees. This Section 6 shall survive the expiration or termination of this Covenant.

7. Remedies. If there is a default hereunder on the part of the City, Sound Transit, at its option in its sole discretion, shall be entitled to exercise all rights and remedies available under this Covenant or in law or equity, without prejudice to any other rights or remedies it may have, including, without limitation, the right to compel specific performance of the obligations under this Covenant and to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation of breach of this Covenant. In seeking any equitable remedies, Sound Transit shall not be required to prove or establish that Sound Transit does not have an adequate remedy at law, it being agreed that damage to Sound Transit from the City’s breach of this Covenant is not readily quantifiable and monetary damages would be inadequate. The City hereby waives the requirement of any such proof and acknowledges that Sound Transit will have suffered irreparable harm and would not have an adequate remedy at law for the City’s breach of this Covenant. In no event shall Sound

Transit be required to post a bond or other security in any action seeking to enforce the provisions of this Covenant by injunctive relief or other remedy.

8. Non-Waiver. Sound Transit's failure to provide notice of default hereunder, or any delay in providing any such notice of default, shall not be deemed a waiver by Sound Transit of the default. No waiver by Sound Transit of any provision of this Covenant or any breach thereof shall be of any force or effect unless in writing by Sound Transit, and no such waiver shall be construed to be a continuing waiver. The waiver by Sound Transit of the performance of any covenant, condition, or promise shall not invalidate this Covenant nor shall it be considered a waiver by Sound Transit of any other covenant, condition, or promise hereunder. The waiver by Sound Transit of the time for performing any other act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

9. Governing Law; Jurisdiction. This Covenant shall be governed by the laws of the State of Washington, and jurisdiction of any action concerning this Covenant shall lie exclusively in King County Superior Court.

10. No Conflict with Other Documents. The parties agree they have not executed and will not execute any other agreements with provisions contradictory to or in opposition to the provisions contained in this Covenant and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict herewith.

11. Counterparts. This Covenant may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Covenant on the later date set forth below.

GRANTOR:

THE CITY OF SEATTLE, a Washington municipal corporation, by and through the Office of Housing

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Sound Transit legal counsel

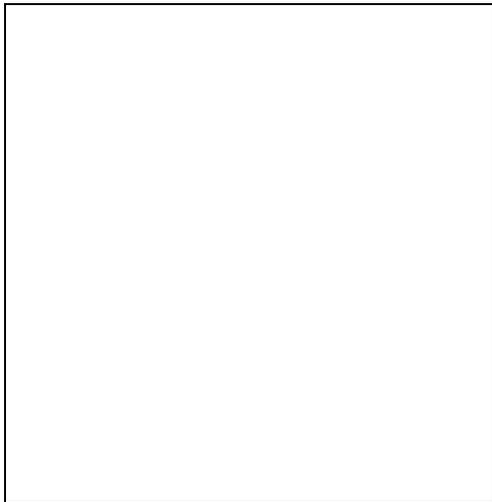
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of The City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My appointment expires _____

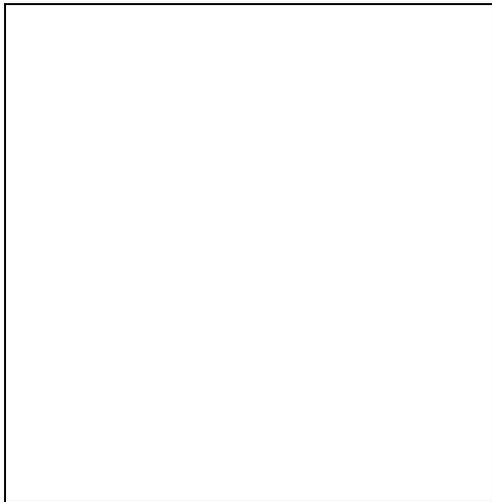
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the Central Puget Sound Regional Transit Authority, a Washington regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My appointment expires _____

EXHIBIT A

Legal Description of the Property

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Housing	Erika Malone 684-0247	Miguel Jimenez 684-5805

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

1. BILL SUMMARY

Legislation Title: relating to the Office of Housing (OH); authorizing the acceptance of a transfer of real property in Southeast Seattle for the purpose of development of affordable housing and other related uses, and for general municipal purposes; placing the property under the jurisdiction of OH; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: In response to longstanding requests from the community for more affordable homeownership opportunities and the activation of vacant, surplus sites in the Rainier Valley, the City of Seattle Office of Housing (OH) has collaboratively worked with Sound Transit since 2017 to avail ten underutilized, surplus sites for the development of permanently affordable homes.

In the 2020 Adopted Budget, the City Council appropriated up to \$12 million to OH to invest in the development of permanently affordable homeownership opportunities in the Rainier Valley, on these sites specifically. This appropriation, funded through proceeds from the Mercer property sale, was subsequently carried forward into the 2021 budget. These funds will support the development of these parcels as well as pay for associated pre-development and holding-term costs such as taxes, fees and property maintenance. Development partners, when identified, will seek additional funding from state, federal and private resources necessary to develop permanently affordable homes.

On February 25, 2021, the Sound Transit Board voted to approve the transfer, at no cost, of the surplus sites to OH for permanently affordable homeownership development. Prior to the transfer of ownership, City Council must accept the parcels by Ordinance.

The redevelopment project, known as the Rainier Valley Homeownership Initiative, is envisioned to create:

- At least 100 permanently affordable homes, for sale to low-and-moderate income (LMI) residents, that are developed and/or stewarded by locally-led and accountable agencies in service to a collective community vision
- Asset-building opportunities for communities in the Rainier Valley through affordable homeownership today and in perpetuity for future homebuyers
- Increased capacity of Rainier Valley leaders and agencies to develop, own and/or steward property in Seattle and King County.

Redevelopment will follow and be guided by a community visioning process led by national leader, Grounded Solutions Network (GSN) and local coalition builder, Puget Sound Sage (Sage). GSN connects national and local expertise; bringing together the networks, knowledge

and support necessary to build inclusive communities. They promote housing solutions that will stay affordable for generations so communities can stabilize and strengthen their foundation, for good. Sage works to chart a path to a living economy in the South Salish Sea and Duwamish River Valley regions by developing community power to influence, lead and govern. Sage operates under the belief that development without displacement is possible through community self-determination and stewardship of land.

This community visioning work will include convening a community advisory board, conducting capacity assessments of organizations that wish to participate in the development and stewardship of community assets, identifying partners and partnership structure for initiative implementation, and provision of education and technical assistance.

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?

If this legislation is not implemented the City of Seattle will miss a rare opportunity to acquire land at no-cost for development of much needed and community requested affordable homeownership opportunities for residents facing immense displacement pressure in a neighborhood that is rapidly gentrifying.

4. OTHER IMPLICATIONS

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

No.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

Yes. It temporarily increases the number of properties owned by the City of Seattle by 10. OH will develop a community led process that will lead to the transfer of the properties to affordable housing developers as selected through a Request for Proposal (RFP) process.

Transfer to developers will occur once all permits and financing is secured and will require future City Council approval.

- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
High housing costs and housing insecurity disproportionately affects people of color. This is especially acute for households of color who continue to be disproportionately excluded from homeownership opportunities. Implementation of this legislation supports RSJI principles as the initiative is in response to calls from primarily BIPOC organizations and individuals from Rainier Valley neighborhoods, for investment in more affordable homeownership opportunities. The RFP process will follow and be guided by the continuation of an equitable community engagement process.

f. Climate Change Implications

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

While the outcomes of the initiative will result in more households living near public transit which should help reduce personal vehicle trips, this project is not likely to either increase or decrease carbon emissions in a material way.

- 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.**

This project will neither increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way.

- 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 allows for a programmatic expansion of OH's affordable homeownership program in Southeast Seattle. The goals of this expansion are to increase homeownership rates in this part of Seattle, and to help address disproportionately low rates of homeownership among households of color. This legislation will facilitate the development of no fewer than 100 permanently affordable homes, and it is anticipated that the developers of the various sites may conduct special outreach to demographic groups least likely to apply, including through outreach in various languages.

List attachments/exhibits below:

Summary Attachment 1 - List of sites for acceptance

Summary Attachment 2 - Map of site locations

List of sites for acceptance

Ten sites, composed of sixteen individual parcels, primarily located along Martin Luther King Jr. Way S. in the Rainier Valley, in proximity to the Columbia City, Mount Baker, and/or Othello light rail stations, as listed below.

Site #	Parcel ID	Site Address, Seattle WA	Closest Light Rail Station	Est. Square Footage
2	1756700015-02	4851 MLK Jr. Way S.	Columbia City	2,184
	1756700010-07	4853 MLK Jr. Way S.	Columbia City	1,744
	1756700005-04	4859 MLK Jr. Way S.	Columbia City	4,631
4	5414100205-00	4733 MLK Jr. Way S.	Columbia City	1,815
	5414100220-01	4735 MLK Jr. Way S.	Columbia City	1,428
	5414100230-09	4741 MLK Jr. Way S.	Columbia City	4,522
5	4006000319-00	4203 S. Kenyon St.	Othello	4,526
	4006000322-00	7908 MLK Jr. Way S.	Othello	5,892
6	3333002640-00	6740 MLK Jr. Way S.	Othello	8,439
7	1426300125-00	3601 MLK Jr Way S.	Mount Baker	9,180
8	4281400385-00	7860 MLK Jr. Way S.	Othello	3,797
9	1756700110-06	4865 MLK Jr. Way S.	Columbia City	3,292
	1756700120-04	3112 S. Ferdinand St.	Columbia City	1,845
10	1703400990-00	3201S. Ferdinand St.	Columbia City	3,776
11	2660500259-00	5042 MLK Jr. Way S.	Columbia City	2,387
12	1662500061-00	6701 MLK Jr. Way S.	Othello	8,341

TOD Opportunities in the Rainier Valley



Legend

- # TOD opportunity
- Link station
- Link alignment
- ★ Community landmark

0.25
Miles

Map Date: 7/5/2019



Legislation to Accept Properties from Sound Transit for Affordable Homeownership

Finance and Housing Committee

May 4, 2021

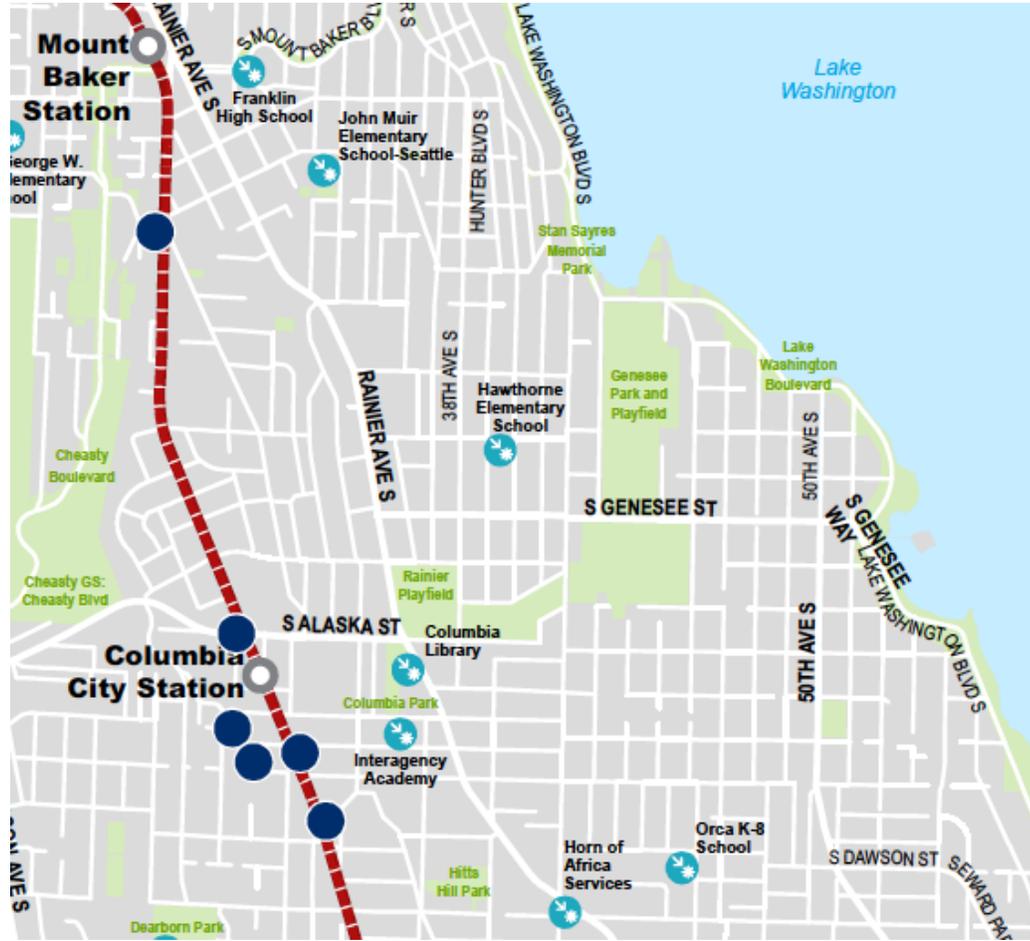


City of Seattle 166

BACKGROUND

- Responding to the call from Rainier Valley communities for affordable homeownership
- Building on successful OH/ST TOD partnership
- Ten underutilized, surplus sites identified for the development of permanently affordable homes for ownership
- Significant action to date: community engagement, FTA and Sound Transit approval

THE PROPERTIES



PROCESS TO DATE

- Property identification – 2017/2018
- Community engagement effort and report – 2019
- FTA approval – September 2020
- Sound Transit board approval – February 2021
- OH/ST Transfer agreement executed – April 2021
- City Legislation to accept properties – NOW

OH/ST TRANSFER AGREEMENT

- Agreement executed April 13, 2021
- Due diligence period until July 12, 2021
 - Title commitments
 - Boundary surveys
 - Additional environmental assessments
- Property Transfer October 7, 2021
- RFPs published for first three sites within 6 months of transfer
- All sites must be made available for development within ten years
- No fewer than 100 permanently affordable homes developed

COMMUNITY ENGAGEMENT AND VISIONING



COMMUNITY ENGAGEMENT AND VISIONING

- **Equitable Engagement:** Partnering with Grounded Solutions Network, Puget Sound Sage to continue equitable community engagement process and visioning
- **Those Most Impacted:** Vision will be set by those most impacted by housing insecurity and displacement including Black, Indigenous and other People of Color
- **Community Driven:** Community will craft a three-to-five-year implementation plan for development and stewardship of affordable ownership housing

INITIATIVE VISION

- 100+ for sale homes to low-and-moderate income Rainier Valley residents in service to a collective community vision
- Asset-building opportunities for households historically excluded from ownership today and in perpetuity for future homebuyers
- Increased capacity of local leaders and agencies to develop, own and/or steward property in Seattle and King County

LEGISLATIVE ACTION

- Accepts property at no cost
- Acceptance satisfies City Charter requirements
- Places property in OH jurisdiction

- Exhibits include:
 - Transfer Agreement
 - Form of Deed
 - Form of Affordable Housing Covenant and form of restrictive covenant