

Ordinance No. 109808

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AN ORDINANCE relating to nondiscrimination by those providing goods or services to the City; increasing the number of classes protected by the ordinance, for consistency with the City's Fair Employment Practices Ordinance (Ordinance 109116); amending Seattle Municipal Code Sections 20.44.010, 20.44.020, 20.44.030, 20.44.040, 20.44.050, and 20.44.100 (Sections 1, 2, 3.1, 3.2, 3.3, and 7 of Ordinance 101432).

3/25/81 DUES AS AMENDED 7/27/81

COMPTROLLER
FILE NUMBER

Council Bill No. 102155

INTRODUCED MAR 23 1981	BY PERSONNEL & PROPERTY MANAGEMENT
REFERRED MAR 23 1981	
REFERRED	
REPORT MAR 30 1981	SECOND READING MAR 30 1981
THIRD READING MAR 30 1981	SIGNED MAR 30 1981
PREPARED BY MAR 31 1981	APPROVED
SENT TO CITY CLERK APR 06 1981	PUBLISHED APR 06 1981
VETOED BY MAYOR	VETO PUBLISHED
FALSED OVER VETO	VETO SUSTAINED

ORDINANCE 109808

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4 goods or services to the City; increasing the number of
5 classes protected by the ordinance, for consistency
6 with the City's Fair Employment Practices Ordinance
7 (Ordinance 109116); amending Seattle Municipal Code
8 Sections 20.44.010, 20.44.020, 20.44.030, 20.44.040,
9 20.44.050, and 20.44.100 (Sections 1, 2, 3.1, 3.2, 3.3,
10 and 7 of Ordinance 101432).

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

12 Section 1. Section 20.44.010 (Section 1 of Ordinance
13 101432) is amended as follows:

14 20.44.010. DEFINITIONS. As used in this subchapter:

15 A. "Bona Fide Occupational Qualification" means a job
16 qualification ((as to a person's age, sex, race, creed,
17 color, or national origin)) which ((will be)) is essential
18 to the accomplishment of the purposes for which the person
19 is hired.

20 B. "Commission" means the Human Rights Commission of
21 The City of Seattle.

22 C. "Consultant contracts" means contracts for expert
23 and temporary personal services, but ((shall)) does not
24 include contracts for services in connection with anticipated
25 or pending litigation in which the City is involved.

26 D. "Contract" shall have its ordinary and usual meaning,
27 but shall not include agreements made with other governmental
28 agencies, associations of governmental agencies or officials,
or with particular officers or employees of such agencies
for services related to their official position or employment.

E. "Contracting Authority" means the City officer or
board authorized to enter into contracts on behalf of the
City.

1 F. "Director" means the Director of the Department of
2 Human Rights or his/her designee.

3 G. (~~"Minority," "minorities," or "minority persons"~~)
4 "Protected classes" means ((+)) persons or groups of persons
5 who may be (~~excluded or~~) discriminated against because of
6 (~~creed,~~) race, color, sex, (~~age, or national origin,~~)
7 or the presence of any sensory, mental or physical handicap,
8 and (~~including~~) includes but is not limited to ((persons
9 between the ages of forty and sixty-five)) women, Blacks,
10 Asians (Japanese, Chinese, Filipino, Korean, Samoan), (~~American~~
11 ~~Indians,~~) Native Americans, Aleuts, and Hispanics (Spanish
12 Americans, Mexican Americans, Chicanos, Puerto Ricans) and
13 other ((persons with Spanish surnames not otherwise reported))
ethnic minority persons.

14 H. "Services" shall have its ordinary and usual meaning,
15 but shall not include subscription services or services
16 related to anticipated or pending litigation in which the
17 city is involved.

18 I. "Vendor" means a contractor who has a contract with
19 the city for supplies, materials or equipment.

20 Section 2. Section 20.44.020 (Section 2 of Ordinance
21 101432) is amended as follows:

22 20.44.020 POWERS AND DUTIES OF THE DIRECTOR.

23 The Director shall have the power and duty to:

24 A. Assist all city contracting authorities in preparing
25 equal opportunity and antidiscrimination provisions for
26 contract specifications, advise as to the compliance records
27 of prospective contractors, and report findings as to
28 discriminatory practices and employment guidelines recommended

1 by the Human Rights Commission and established by pertinent
2 ordinances, state or federal laws or regulations pertaining
3 to equal opportunity affecting prospective contracts;

4 B. Recommend to city contracting authorities the
5 content of contract specifications requiring affirmative
6 action to assure equality of employment opportunity, including
7 but not limited to minimum employment goals and ranges of
8 ratios for ((minority persons adversely affected by
9 discrimination)) members of a protected class;

10 C. Perform the duties prescribed in this subchapter,
11 including adopting, rescinding, and amending suitable rules
12 and regulations to implement this subchapter, reviewing
13 sworn statements and proposed affirmative action programs,
14 making investigations, assisting contractors, and evaluating
15 contractor compliance and assisting contracting authorities
16 to meet the requirements of this subchapter;

17 D. Perform such other duties as may be required by
18 ordinance or which are necessary to implement the purposes
19 of this subchapter.

20 Section 3. Section 20.44.030 (Section 3.1 of Ordinance
21 101432) is amended as follows:

22 20.44.030 FRANCHISES, CONSULTANT, PUBLIC IMPROVEMENT
23 AND SERVICES CONTRACTS.

24 All consultant contracts, franchises, and contracts for
25 public improvements, or services, the estimated cost of
26 which exceeds One Thousand Dollars (\$1,000.00), shall contain
27 the following provisions:

28 ((A*)) "During the performance of this contract,
the contractor agrees as follows:

"The contractor will not discriminate against any
employee or applicant for employment because of race,
religion, creed, color, sex, ((age*)) marital status,
sexual orientation, political ideology, ancestry,

1 ((~~e~~)) national origin, or the presence of any sensory,
2 mental or physical handicap, unless based upon a bona
3 fide occupational qualification. The contractor will
4 take affirmative action to ensure that applicants are
5 employed, and that employees are treated during employment,
6 without regard to their creed, religion, race, color,
7 sex, (~~age, or~~) national origin, (~~-~~) or the presence
8 of any sensory, mental or physical handicap. Such
9 action shall include, but not be limited to the following:
10 employment, upgrading, demotion, or transfer, recruitment,
11 or recruitment advertising, layoff or termination,
12 rates of pay or other forms of compensation, and
13 selection for training, including apprenticeship. The
14 contractor agrees to post in conspicuous places, available
15 to employees and applicants for employment, notices to
16 be provided by the contracting officer setting forth
17 the provisions of this nondiscrimination clause. ((~~u~~))

18 ((~~B~~)) "The contractor will, prior to commencement
19 and during the term of this contract, furnish to the
20 Director of Human Rights (as used herein Director means
21 the Director of the Human Rights Department or his/her
22 designee) upon his/her request and on such form as may
23 be provided by the Director therefor, a report of the
24 affirmative action taken by the contractor in implementing
25 the terms of ((~~this~~) these provisions, and will permit
26 access to his/her records of employment, employment
27 advertisements, application forms, other pertinent data
28 and records requested by the Director for the purposes
of investigation to determine compliance with this
provision. ((~~u~~))

1 ((~~E~~)) "If upon investigation the Director finds
2 probable cause to believe that the contractor has
3 failed to comply with any of the terms of ((~~the~~)
4 these provisions, the contractor and the contracting
5 authority shall be so notified in writing. The contracting
6 authority shall give the contractor an opportunity to
7 be heard, after ((~~10~~) ten days' notice. If the
8 contracting authority concurs in the findings of the
9 Director, it may suspend the contract and/or withhold
10 any funds due or to become due to the contractor,
11 pending compliance by the contractor with the terms of
12 ((~~this~~) these provisions. ((~~u~~))

13 ((~~D~~)) "Failure to comply with any of the terms of
14 ((~~this~~) these provisions shall be a material breach of
15 this contract. ((~~u~~))

16 ((~~E~~)) "The foregoing provisions will be inserted
17 in all sub-contracts for work covered by this contract."

18 Section 4. Section 20.44.040 (Section 3.2 of Ordinance
19 101432) is amended as follows:

20 20.44.040 LEASE AND CONCESSION CONTRACTS.

21 A. All contracts of the city for leases and concessions
22 shall contain the following provisions:
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1 "The lessee (contractor) agrees to comply with all
2 state and local laws prohibiting discrimination with
3 regard to creed, religion, race, color, sex, ((age7))
4 marital status, sexual orientation, political ideology,
5 ancestry, ((e#)) national origin, or the presence of
6 any sensory, mental or physical handicap."

7 B. All contracts of the city for leases and concessions
8 of seven consecutive days' duration or longer and involving
9 employers with three or more employees shall contain the
10 following provisions:

11 "During the performance of this contract, the
12 lessee (contractor) agrees as follows:

13 "The lessee (contractor) will not discriminate
14 against any employee or applicant for employment because
15 of creed, religion, race, color, sex, ((age7)) marital
16 status, sexual orientation, political ideology, ancestry,
17 ((e#)) national origin, or the presence of any sensory,
18 mental or physical handicap, unless based upon a bona
19 fide occupational qualification. The lessee (contractor)
20 will take affirmative action to ensure that applicants
21 are employed, and that employees are treated during
22 employment without regard to their creed, religion,
23 race, color, sex, ((age7 e#)) national origin, or the
24 presence of any sensory, mental or physical handicap.
25 Such action shall include, but not be limited to the
26 following: employment, upgrading, demotion, or transfer,
27 recruitment or recruitment advertising, layoff or
28 termination, rates of pay or other forms of compensation,
and selection for training, including apprenticeship.
The lessee (contractor) agrees to post in conspicuous
places available to employees and applicants for
employment, notices to be provided by the contracting
officer setting forth the provisions of this nondiscrimi-
nation clause. The lessee (contractor) will take
affirmative action to ensure that all of its employees,
agents and subcontractors adhere to ((this)) these
provisions; provided, nothing herein shall prevent an
employer from giving preference in employment to
members of his/her immediate family.

"Lessee (contractor) will, upon the request of the
Director (as used herein Director means the Director of
the Human Rights Department, or his/her designee)
furnish to the Director on such form as may be provided
therefor, a report of the affirmative action taken by
the lessee (contractor) in implementing the terms of
this provision, and will permit access to his records
of employment, employment advertisements, application
forms, other pertinent data and records requested by
the Director for the purpose of investigation to
determine compliance with ((this)) these provisions."

1 "If, upon investigation, the Director determines
2 that there is probable cause to believe that the lessee
3 (contractor) has failed to comply with any of the terms
4 of ~~((this))~~ these provisions, the lessee (contractor)
5 shall be so notified in writing. The contracting
6 authority shall give the lessee (contractor) an opportunity
7 to be heard, after ~~((10))~~ ten days' notice. If the
8 contracting authority concurs in the findings of the
9 Director, it may suspend or terminate this lease (contract)
10 and evict lessee (terminate the contract) in accordance
11 with law.

12 "Failure to comply with any of the terms of ~~((this))~~
13 these provisions shall be material breach of this lease
14 (contract).

15 "The foregoing provisions will be inserted in all
16 subleases (subcontracts) entered into under this lease
17 (contract)."

18 Section 5. Section 20.44.050 (Section 3.3 of Ordinance
19 101432) is amended as follows:

20 20.44.050 SUPPLIES, MATERIALS AND EQUIPMENT CONTRACTS.

21 A. All contracts of the city for the purchase of
22 supplies, materials, or equipment shall contain the following
23 provisions:

24 "During the performance of this contract, the
25 vendor agrees as follows:

26 "The vendor will not discriminate against any
27 employee or applicant for employment because of creed,
28 religion, race, color, sex, ~~((age))~~ marital status,
sexual orientation, political ideology, ancestry,
~~((or))~~ national origin, or the presence of any sensory,
mental or physical handicap, unless based upon a
29 bona fide occupational qualification. The vendor will
30 take affirmative action to ensure that applicants are
31 employed, and that employees are treated during employment,
32 without regard to their creed, religion, race, color,
sex, ~~((age or))~~ national origin, or the presence of
any sensory, mental or physical handicap. Such action
33 shall include, but not be limited to the following:
34 employment, upgrading, demotion, or transfer, recruitment
35 or recruitment advertising, layoff or termination,
36 rates of pay or other forms of compensation, and selection
37 for training, including apprenticeship. The vendor
38 agrees to post in conspicuous places, available to
employees and applicants for employment, notices to be
provided by the contracting officer setting forth the
provisions of this nondiscrimination clause."

1 B. Before any city contracting authority accepts any
2 bid or enters into any contract for the purchase of supplies,
3 materials, or equipment the vendor shall be prequalified to
4 do business with the city as provided for in this section,
5 provided that the contracting authority may waive the requirement
6 of prequalification whenever it finds and certifies after
7 investigation that:

- 8 1. Needed supplies, materials or equipment are available
9 only from a single source and that the vendor has
10 failed to comply with the requirements for prequali-
11 fication; or
- 12 2. An emergency exists which requires the immediate
13 purchase of supplies, materials, or equipment and
14 for which the contracting authority is authorized
15 to secure the supplies, materials, or equipment in
16 the open market, without advertisement, at the
17 lowest obtainable price, and that the vendor of
18 the supplies, materials, or equipment is not
19 currently disqualified from doing business with
20 the city by reason of its removal from prequalified
21 status or its failure to satisfy the prequalification
22 requirements pursuant to its application for
23 prequalification.

24 C. City contracting authorities purchasing supplies,
25 materials, or equipment shall cause notice of this prequalifying
26 requirement to be included in all invitations to bid and to
27 be conspicuously displayed in all offices purchasing supplies,
28 materials, or equipment for the city.

D. A vendor shall be deemed to be prequalified when
the contracting authority, with the advice and recommendations
of the Director, finds that:

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1. The vendor is complying with federal, state, and local laws regarding discrimination;
 2. The vendor has satisfactorily completed and filed with the Director on such form as the Director provides therefor, the following information:
 - a. An employment profile which may include the number of employees, their ((~~breed~~, ~~race~~, ~~color~~, ~~sex~~, ~~age~~ and ~~national origin~~)) protected class status, and the type of work each performs by general categories, and such other information as requested by the Director, and
 - b. A sworn statement as set out in Section 20.44.070 which shall become terms and conditions of any and all contracts of the vendor with the city for the purchase of supplies, materials, or equipment.

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E. A contracting authority may assume that a vendor has satisfied the requirements for prequalifying if the Director does not notify the contracting authority to the contrary within three working days of the submission to the Director by the vendor of all information and sworn statements required to prequalify.

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F. Whenever the contracting authority, with the advice of the Director, finds that a contractor's sworn statement is in need of review or updating, he/she shall so notify the vendor who shall take steps as necessary to review or update his/her sworn statement to meet the contracting authority's requirements, provided that if changes in the sworn statement would have a substantial financial impact on the contractor

1 with regard to contracts already entered into the changes
2 shall not apply to such contracts.

3 G. If upon investigation the Director determines that
4 there is probable cause to believe that the vendor has
5 failed to comply with any of the terms of this section or
6 with the obligations of the sworn statement, written findings
7 as to each such probable breach shall be given by the
8 Director to the vendor and the contracting authority. The
9 contracting authority shall give the vendor an opportunity
10 to be heard, after ten days' notice. If the contracting
11 authority concurs in the findings of the Director, it may
cancel or suspend the vendor's prequalification.

12 Section 6. Section 20.44.100 (Section 7 of Ordinance
13 101432) is amended as follows:

14 20.44.100 EMPLOYMENT GOALS, RANGES, OR RATIOS.

15 A. Whenever the Director has certified to any city
16 contracting authority that:

17 1. (~~Identified minorities~~) Members of protected
18 classes are being denied equal employment opportunity within
19 the city in certain occupations, trades, professions or
20 supervisory types of work included in city contracts (~~by~~
21 ~~reason of creed, race, color, sex, age, or national origin~~)
due to existing discrimination or the effects of prior
22 discrimination; and

23 2. Persons (~~within such minorities~~) who are members
24 of such protected classes are ready, willing and capable of
25 accepting such employment or performing such tasks if the
opportunity be available; and

26 3. Employment goals, ranges, or ratios for employment
27 of such (~~minorities~~) persons who are members of protected
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1 classes in such occupations, trades, professions or supervisory
2 types of work or tasks are necessary to assure such persons
3 equality of employment opportunity and to overcome discrimi-
4 nation or the effects of past discrimination and social or
5 institutional inertia; and

6 4. The goals, ranges or ratios certified reasonably
7 reflect the employment goals, ranges or ratios that would
8 exist under conditions of equal employment opportunity and
9 assure fair, equal and nondiscriminatory treatment of all
10 persons without respect to creed, race, color, ((age))
11 sex, or national origin;

12 then specifications for contracts let by any contracting
13 authority and involving the line of work or tasks so certified
14 shall include a provision establishing employment goals,
15 ranges or ratios for ((such minorities)) persons of such
16 protected classes as certified by the Director and adjusted
17 by the contracting authority, if necessary, to reflect a
18 standard of performance that can be carried out by a contractor
19 proceeding in good faith and making every reasonable effort
20 to comply in all phases of employment, including solicitation,
21 training and apprenticeship, promotion, and treatment of
22 employees. Such provisions shall include provisions relating
23 to enforcement and sanctions for noncompliance.

24 B. Employment goals may be implemented by or stated as
25 a minimum number, ratio, range or a particular assignment,
26 and may include participation in multi-employer programs for
27 training and/or employment or coordination with state and
28 federal equal opportunity training programs, and shall be
designed and used to assure that applicants for employment
and employees receive equal employment opportunities and

1 fair, equal and nondiscriminatory treatment ((without
2 regard to creed, race, color, sex, age, or national origin)).

3 C. On projects or activities financed with assistance
4 from the United States or the state, the contracting authority
5 may substitute for such provisions such antidiscrimination
6 or equal employment opportunity provision required or requested
7 by the Department of Human Rights, the United States or the
8 state.

9 D. City contracting authorities shall, upon making
10 adjustments or when requested by the Director, submit copies
11 of the contracts covered by this section to the Director for
12 recommendations and further suggestions with regard to
13 ((minority employment goals)) employment goals for protected
14 classes which should be part of the specifications. Contracts
15 so submitted to the Director may be assumed adequate if not
16 returned within five days with recommendations for improvement.
17 Contracting authorities shall, as to any contract submitted
18 to the Director under this section, notify the Director for
19 the final form of such contract before the date of its
20 award.

21 E. Certifications by the Director under this section
22 shall be in effect until revoked or revised by the Director
23 and the contracting authority is notified of such revocation
24 or revision.

25 F. Employment goals established by this section are
26 not intended and shall not be taken to diminish the contractor's
27 responsibility and obligation under other sections of this
28 subchapter. A contractor whom the Director of Human Rights
has certified to be acting in good faith and making every
reasonable effort to comply with the employment goals established
shall be deemed in compliance, even though the employment
goals are not met.

(To be used for all Ordinances except Emergency.)

Section 7. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of March, 1921, and signed by me in open session in authentication of its passage this 30th day of March, 1921.

Adalberto Sibongo
President Pro Tem of the City Council.

Approved by me this 8th day of April, 1921.

Charles Porter
Mayor.

Filed by me this 8 day of April, 1921.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published

By *Theresa Dunbar*
Deputy Clerk.

MEMORANDUM

March 27, 1981

TO: Dolores Sibonga
Seattle City Council

Attention: Bob Flor

FROM: The Law Department *SRS*
Susan R. Sampson, Assistant City Attorney

RE: C.B. 102155 Nondiscrimination by Contractors

Attached find two sets of legislation, the first merely removing "age" from C.B. 102155; and the second removing both "age" and "religion." You had requested only the latter. However, we have confirmed that whenever the City engages in federally grant-funded contracts, it is required to insert certain nondiscrimination and affirmative action clauses in its contracts. The required clauses must mention religion. For consistency with federal requirements, the Council may wish to retain reference to religion in its contracting language.

SRS:rl
Attch.

RECEIVED

MAR 30 1981

DOLORES SIBONGA
SEATTLE CITY COUNCIL MEMBER



Seattle City Council

Memorandum

Date: December 4, 1980

To: Members, Personnel & Property
Management Committee

From: Bob Flor, Legislative Assistant

Subject: C.B.101592 -- RELATES TO NON-DISCRIMINATION BY THOSE
PROVIDING GOODS OR SERVICES TO THE CITY, AND AMENDS
ORDINANCE 101432.

RELATING TO NON-DISCRIMINATING BY THOSE PROVIDING
GOODS OR SERVICES TO THE CITY AND AMENDING ORDINANCE
101432, INCREASING THE NUMBER OF CLASSES PROTECTED
BY THE ORDINANCE, FOR CONSISTENCY WITH THE CITY'S
FAIR EMPLOYMENT PRACTICES ORDINANCE (Ord.109116)

This legislation was held in P&PM Committee meetings on August 13 and 27, 1980, for language changes. After discussion with Sue Sampson, Law Department, the following amendments are recommended:

Page 2, line 4

"Protected classes' means persons who may be discriminated against because of creed, race, color, sex, age, or nation(s)al" origin and including persons between the ages of 40 and 65, women and ethnic minorities including but not limited to Blacks, Asians (Japanese, Chinese, Filipino, Korean, Samoan), American Indians, and Hispanics (Spanish Americans, Mexican Americans, Chicano, Puerto Ricans and others).

The language throughout the Council Bill has been amended to reflect prohibition of discrimination "against members of protected groups".

The language has also been amended to include the words "his/her" or "he/she" throughout the bill.

DS:RF:m

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5 who may be ((excluded or)) discriminated against because of
6 ((creed)) race, color, sex, age, ((or national origin))
7 or the presence of any sensory, mental or physical handicap,
8 and ((including)) includes but is not limited to ((persons
9 between the ages of forty and sixty-five)) women, Blacks,
10 Asians (Japanese, Chinese, Filipino, Korean, Samoan), ((American
11 Indians)) Native Americans, Aleuts, and Hispanics (Spanish
12 Americans, Mexican Americans, Chicanos, Puerto Ricans) and
13 other ((persons with Spanish surnames not otherwise reported))
14 ethnic minority persons, but does not include persons under
15 forty or over seventy years of age.

15 H. "Services" shall have its ordinary and usual meaning,
16 but shall not include subscription services or services
17 related to anticipated or pending litigation in which the
18 city is involved.

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2 ordinances, state or federal laws or regulations pertaining
3 to equal opportunity affecting prospective contracts;

4 B. Recommend to city contracting authorities the
5 content of contract specifications requiring affirmative
6 action to assure equality of employment opportunity, including
7 but not limited to minimum employment goals and ranges of
8 ratios for ((minority persons adversely affected by
discrimination)) members of a protected class;

9 C. Perform the duties prescribed in this subchapter,
10 including adopting, rescinding, and amending suitable rules
11 and regulations to implement this subchapter, reviewing
12 sworn statements and proposed affirmative action programs,
13 making investigations, assisting contractors, and evaluating
14 contractor compliance and assisting contracting authorities
15 to meet the requirements of this subchapter;

16 D. Perform such other duties as may be required by
17 ordinance or which are necessary to implement the purposes
18 of this subchapter.

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28 the contractor agrees as follows:

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employee or applicant for employment because of race,
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1 ((~~or~~)) national origin, or the presence of any sensory,
2 mental or physical handicap, unless based upon a bona
3 fide occupational qualification. The contractor will
4 take affirmative action to ensure that applicants are
5 employed, and that employees are treated during employment,
6 without regard to their creed, religion, race, color,
7 sex, age, ((~~or~~)) national origin, ((~~or~~)) or the presence
8 of any sensory, mental or physical handicap. Such
9 action shall include, but not be limited to the following:
10 employment, upgrading, demotion, or transfer, recruitment,
11 or recruitment advertising, layoff or termination,
12 rates of pay or other forms of compensation, and selection
13 for training, including apprenticeship. The contractor
14 agrees to post in conspicuous places, available to
15 employees and applicants for employment, notices to be
16 provided by the contracting officer setting forth the
17 provisions of this nondiscrimination clause. ((~~or~~))

18 ((~~B-~~)) "The contractor will, prior to commencement
19 and during the term of this contract, furnish to the
20 Director of Human Rights (as used herein Director means
21 the Director of the Human Rights Department or his/her
22 designee) upon his/her request and on such form as may
23 be provided by the Director therefor, a report of the
24 affirmative action taken by the contractor in implementing
25 the terms of ((~~this~~)) these provisions, and will permit
26 access to his/her records of employment, employment
27 advertisements, application forms, other pertinent data
28 and records requested by the Director for the purposes
of investigation to determine compliance with this
provision. ((~~or~~))

1 ((~~E-~~)) "If upon investigation the Director finds
2 probable cause to believe that the contractor has
3 failed to comply with any of the terms of ((~~the~~))
4 these provisions, the contractor and the contracting
5 authority shall be so notified in writing. The contracting
6 authority shall give the contractor an opportunity to
7 be heard, after ((~~10~~)) ten days' notice. If the
8 contracting authority concurs in the findings of the
9 Director, it may suspend the contract and/or withhold
10 any funds due or to become due to the contractor,
11 pending compliance by the contractor with the terms of
12 ((~~this~~)) these provisions. ((~~or~~))

13 ((~~D-~~)) "Failure to comply with any of the terms of
14 ((~~this~~)) these provisions shall be a material breach of
15 this contract. ((~~or~~))

16 ((~~E-~~)) "The foregoing provisions will be inserted
17 in all sub-contracts for work covered by this contract."

18 Section 4. Section 20.44.040 (Section 3.2 of Ordinance
19 101432) is amended as follows:

20 20.44.040 LEASE AND CONCESSION CONTRACTS.

21 A. All contracts of the city for leases and concessions
22 shall contain the following provisions:
23

1 "The lessee (contractor) agrees to comply with all
2 state and local laws prohibiting discrimination with
3 regard to creed, religion, race, color, sex, age,
4 marital status, sexual orientation, political ideology,
5 ancestry, ~~((or))~~ national origin, or the presence of
6 any sensory, mental or physical handicap."

7 B. All contracts of the city for leases and concessions
8 of seven consecutive days' duration or longer and involving
9 employers with three or more employees shall contain the
10 following provisions:

11 "During the performance of this contract, the
12 lessee (contractor) agrees as follows:

13 "The lessee (contractor) will not discriminate
14 against any employee or applicant for employment because
15 of creed, religion, race, color, sex, age, marital
16 status, sexual orientation, political ideology, ancestry,
17 ~~((or))~~ national origin, or the presence of any sensory,
18 mental or physical handicap, unless based upon a bona
19 fide occupational qualification. The lessee (contractor)
20 will take affirmative action to ensure that applicants
21 are employed, and that employees are treated during
22 employment without regard to their creed, religion,
23 race, color, sex, age, ~~((or))~~ national origin, or the
24 presence of any sensory, mental or physical handicap.
25 Such action shall include, but not be limited to the
26 following: employment, upgrading, demotion, or transfer,
27 recruitment or recruitment advertising, layoff or
28 termination, rates of pay or other forms of compensation,
and selection for training, including apprenticeship.
The lessee (contractor) agrees to post in conspicuous
places available to employees and applicants for
employment, notices to be provided by the contracting
officer setting forth the provisions of this nondiscrimination
clause. The lessee (contractor) will take affirmative
action to ensure that all of its employees, agents and
subcontractors adhere to ~~((this))~~ these provisions;
provided, nothing herein shall prevent an employer from
giving preference in employment to members of his/her
immediate family.

"Lessee (contractor) will, upon the request of the
Director (as used herein Director means the Director of
the Human Rights Department, or his/her designee)
furnish to the Director on such form as may be provided
therefor, a report of the affirmative action taken by
the lessee (contractor) in implementing the terms of
this provision, and will permit access to his records
of employment, employment advertisements, application
forms, other pertinent data and records requested by
the Director for the purpose of investigation to
determine compliance with ~~((this))~~ these provisions.

1 "If, upon investigation, the Director determines
2 that there is probable cause to believe that the lessee
3 (contractor) has failed to comply with any of the terms
4 of ~~((this))~~ these provisions, the lessee (contractor)
5 shall be so notified in writing. The contracting
6 authority shall give the lessee (contractor) an opportunity
7 to be heard, after ~~((10))~~ ten days' notice. If the
8 contracting authority concurs in the findings of the
9 Director, it may suspend or terminate this lease
10 (contract) and evict lessee (terminate the contract) in
11 accordance with law.

12 "Failure to comply with any of the terms of
13 ~~((this))~~ these provisions shall be material breach of
14 this lease (contract).

15 "The foregoing provisions will be inserted in all
16 subleases (subcontracts) entered into under this lease
17 (contract)."

18 Section 5. Section 20.44.050 (Section 3.3 of Ordinance
19 101432) is amended as follows:

20 20.44.050 SUPPLIES, MATERIALS AND EQUIPMENT CONTRACTS.

21 A. All contracts of the city for the purchase of
22 supplies, materials, or equipment shall contain the following
23 provisions:

24 "During the performance of this contract, the
25 vendor agrees as follows:

26 "The vendor will not discriminate against any
27 employee or applicant for employment because of creed,
28 religion, race, color, sex, age, marital status,
sexual orientation, political ideology, ancestry,
~~((or))~~ national origin, or the presence of any sensory,
mental or physical handicap, unless based upon a
bona fide occupational qualification. The vendor will
take affirmative action to ensure that applicants are
employed, and that employees are treated during employment,
without regard to their creed, religion, race, color,
sex, age, ~~((or))~~ national origin, or the presence of
any sensory, mental or physical handicap. Such action
shall include, but not be limited to the following:
employment, upgrading, demotion, or transfer, recruitment
or recruitment advertising, layoff or termination,
rates of pay or other forms of compensation, and
selection for training, including apprenticeship. The
vendor agrees to post in conspicuous places, available
to employees and applicants for employment, notices to
be provided by the contracting officer setting forth
the provisions of this nondiscrimination clause."

1 B. Before any city contracting authority accepts any
2 bid or enters into any contract for the purchase of supplies,
3 materials, or equipment the vendor shall be prequalified to
4 do business with the city as provided for in this section,
5 provided that the contracting authority may waive the
6 requirement of prequalification whenever it finds and
certifies after investigation that:

- 7 1. Needed supplies, materials or equipment are available
8 only from a single source and that the vendor has
9 failed to comply with the requirements for prequali-
10 fication; or
11 2. An emergency exists which requires the immediate
12 purchase of supplies, materials, or equipment and
13 for which the contracting authority is authorized
14 to secure the supplies, materials, or equipment in
15 the open market, without advertisement, at the
16 lowest obtainable price, and that the vendor of
17 the supplies, materials, or equipment is not
18 currently disqualified from doing business with
19 the city by reason of its removal from prequalified
20 status or its failure to satisfy the prequalification
21 requirements pursuant to its application for
22 prequalification.

23 C. City contracting authorities purchasing supplies,
24 materials, or equipment shall cause notice of this prequalifying
25 requirement to be included in all invitations to bid and to
be conspicuously displayed in all offices purchasing supplies,
26 materials, or equipment for the city.

27 D. A vendor shall be deemed to be prequalified when
28 the contracting authority, with the advice and recommendations
of the Director, finds that:

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1. The vendor is complying with federal, state, and local laws regarding discrimination;
 2. The vendor has satisfactorily completed and filed with the Director on such form as the Director provides therefor, the following information:
 - a. An employment profile which may include the number of employees, their ((~~ered, race,~~
~~color, sex, age and national origin,~~)
protected class status, and the type of work each performs by general categories, and such other information as requested by the Director, and
 - b. A sworn statement as set out in Section 20.44.070 which shall become terms and conditions of any and all contracts of the vendor with the city for the purchase of supplies, materials, or equipment.

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E. A contracting authority may assume that a vendor has satisfied the requirements for prequalifying if the Director does not notify the contracting authority to the contrary within three working days of the submission to the Director by the vendor of all information and sworn statements required to prequalify.

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F. Whenever the contracting authority, with the advice of the Director, finds that a contractor's sworn statement is in need of review or updating, he/she shall so notify the vendor who shall take steps as necessary to review or update his/her sworn statement to meet the contracting authority's requirements, provided that if changes in the sworn statement would have a substantial financial impact on the contractor

1 with regard to contracts already entered into the changes
2 shall not apply to such contracts.

3 G. If upon investigation the Director determines that
4 there is probable cause to believe that the vendor has
5 failed to comply with any of the terms of this section or
6 with the obligations of the sworn statement, written findings
7 as to each such probable breach shall be given by the
8 Director to the vendor and the contracting authority. The
9 contracting authority shall give the vendor an opportunity
10 to be heard, after ten days' notice. If the contracting
11 authority concurs in the findings of the Director, it may
cancel or suspend the vendor's prequalification.

12 Section 6. Section 20.44.100 (Section 7 of Ordinance
13 101432) is amended as follows:

14 20.44.100 EMPLOYMENT GOALS, RANGES, OR RATIOS.

15 A. Whenever the Director has certified to any city
16 contracting authority that:

17 1. (~~identified minorities~~) Members of protected
18 classes are being denied equal employment opportunity within
19 the city in certain occupations, trades, professions or
20 supervisory types of work included in city contracts ((by
21 reason of creed, race, color, sex, age, or national origin))
due to existing discrimination or the effects of prior
22 discrimination; and

23 2. Persons ((within such minorities)) who are members
24 of such protected classes are ready, willing and capable of
25 accepting such employment or performing such tasks if the
opportunity be available; and

26 3. Employment goals, ranges, or ratios for employment
27 of such ((minorities)) persons who are members of protected
28

1 classes in such occupations, trades, professions or supervisory
2 types of work or tasks are necessary to assure such persons
3 equality of employment opportunity and to overcome discrimination
4 or the effects of past discrimination and social or institutional
5 inertia; and

6 4. The goals, ranges or ratios certified reasonably
7 reflect the employment goals, ranges or ratios that would
8 exist under conditions of equal employment opportunity and
9 assure fair, equal and nondiscriminatory treatment of all
10 persons without respect to creed, race, color, age, sex, or
11 national origin;
12 then specifications for contracts let by any contracting
13 authority and involving the line of work or tasks so certified
14 shall include a provision establishing employment goals,
15 ranges or ratios for ((such minorities)) persons of such
16 protected classes as certified by the Director and adjusted
17 by the contracting authority, if necessary, to reflect a
18 standard of performance that can be carried out by a contractor
19 proceeding in good faith and making every reasonable effort
20 to comply in all phases of employment, including solicitation,
21 training and apprenticeship, promotion, and treatment of
22 employees. Such provisions shall include provisions relating
23 to enforcement and sanctions for noncompliance.

24 B. Employment goals may be implemented by or stated as
25 a minimum number, ratio, range or a particular assignment,
26 and may include participation in multi-employer programs for
27 training and/or employment or coordination with state and
28 federal equal opportunity training programs, and shall be
designed and used to assure that applicants for employment
and employees receive equal employment opportunities and

1 fair, equal and nondiscriminatory treatment ((without
2 regard to creed, race, color, sex, age, or national origin)).

3 C. On projects or activities financed with assistance
4 from the United States or the state, the contracting authority
5 may substitute for such provisions such antidiscrimination
6 or equal employment opportunity provision required or requested
7 by the Department of Human Rights, the United States or the
8 state.

9 D. City contracting authorities shall, upon making
10 adjustments or when requested by the Director, submit copies
11 of the contracts covered by this section to the Director for
12 recommendations and further suggestions with regard to
13 ((minority employment goals)) employment goals for protected
14 classes which should be part of the specifications. Contracts
15 so submitted to the Director may be assumed adequate if not
16 returned within five days with recommendations for improvement.
17 Contracting authorities shall, as to any contract submitted
18 to the Director under this section, notify the Director for
19 the final form of such contract before the date of its
20 award.

21 E. Certifications by the Director under this section
22 shall be in effect until revoked or revised by the Director
23 and the contracting authority is notified of such revocation
24 or revision.

25 F. Employment goals established by this section are
26 not intended and shall not be taken to diminish the contractor's
27 responsibility and obligation under other sections of this
28 subchapter. A contractor whom the Director of Human Rights
has certified to be acting in good faith and making every
reasonable effort to comply with the employment goals established
shall be deemed in compliance, even though the employment
goals are not met.

(To be used for all Ordinances except Emergency.)

Section 7.... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the..... day of....., 19,
and signed by me in open session in authentication of its passage this..... day of
....., 19

President..... of the City Council.

Approved by me this..... day of....., 19

Mayor.

Filed by me this..... day of....., 19

Attest:.....
City Comptroller and City Clerk.

(SEAL)

Published.....

By.....
Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported

and Adopted

MAR 30 1981

Your Committee on

PERSONNEL & PROPERTY
MANAGEMENT

to which was referred

C.B. 102155

Relating to nondiscrimination by those providing goods or services to the City; increasing the number of classes protected by the ordinance, for consistency with the City's Fair Employment Practices Ordinance (Ordinance 109116); amending Seattle Municipal Code Sections 20.44.010, 20.44.020, 20.44.030, 20.44.040, 20.44.050, and 20.44.100 (Sections 1, 2, 3.1, 3.2, 3.3, and 7 of Ordinance 101432).

3/25/81 PASS AS AMENDED P.P.M.

H. Adams

Chairman

Chairman

Committee

Committee

Affidavit of Publication

STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 109808

was published on April 17, 1981

Subscribed and sworn to before me on

April 17, 1981

Notary Public for the State of Washington,
residing in Seattle.

ORDINANCE 101432

AN ORDINANCE relating to nondiscrimination by those providing goods or services to the City; increasing the number of classes protected by the ordinance, for consistency with the City's Fair Employment Practices Ordinance (Ordinance 199116); amending Seattle Municipal Code Sections 20.44.010, 20.44.020, 20.44.030, 20.44.040, 20.44.050, and 20.44.100 (Sections 1, 2, 3.1, 3.2, 3.3, and 7 of Ordinance 101432).

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 20.44.010 (Section 1 of Ordinance 101432) is amended as follows:

20.44.010. DEFINITIONS. As used in this subchapter:

A. "Bona Fide Occupational Qualification" means a job qualification ((as to a person's age, sex, race, creed, color, or national origin)) which ((will be)) is essential to the accomplishment of the purposes for which the person is hired.

B. "Commission" means the Human Rights Commission of The City of Seattle.

C. "Consultant contracts" means contracts for expert and temporary personal services, but ((shall)) does not include contracts for services in connection with anticipated or pending litigation in which the City is involved.

D. "Contract" shall have its ordinary and usual meaning, but shall not include agreements made with other governmental agencies, associations of governmental agencies or officials, or with particular officers or employees of such agencies for services related to their official position or employment.

E. "Contracting Authority" means the City officer or board authorized to enter into contracts on behalf of the City.

F. "Director" means the Director of the Department of Human Rights or his/her designee.

G. ((("Minority," "minorities," or "minority persons")) "Protected classes" means ((+)) persons or groups of persons who may be ((excluded or)) discriminated against because of ((+)) race, color, sex, ((age, or national origin)), or the presence of any sensory, mental or physical handicap, and ((including)) includes but is not limited to ((persons between the ages of forty and sixty-five)) women, Blacks, Asians (Japanese, Chinese, Filipino, Korean, Samoan), ((Americans Indians)), Native Americans, Aleuts, and Hispanics (Spanish Americans, Mexican Americans, Chicanos, Puerto Ricans) and other ((persons with Spanish surnames not otherwise reported)) ethnic minority persons.

H. "Services" shall have its ordinary and usual meaning, but shall not include subscription services or services related to anticipated or pending litigation in which the city is involved.

I. "Vendor" means a contractor who has a contract with the city for supplies, materials or equipment.

Section 2. Section 20.44.020 (Section 2 of Ordinance 101432) is amended as follows:

20.44.020 POWERS AND DUTIES OF THE DIRECTOR.

The Director shall have the power and duty to:

A. Assist all city contracting authorities in preparing equal opportunity and antidiscrimination provisions for contract specifications, advise as to the compliance records of prospective contractors, and report findings as to discriminatory practices and employment guidelines recommended by the Human Rights Commission and established by pertinent ordinances, state or federal laws or regulations pertaining to equal opportunity affecting prospective contracts;

B. Recommend to city contracting authorities the content of contract specifications requiring affirmative action to assure equality of employment opportunity, including but not limited to minimum employment goals and ranges of ratios for ((minority persons adversely affected by discrimination)) members of a protected class;

C. Perform the duties prescribed in this subchapter, including adopting, rescinding, and amending suitable rules and regulations to implement this subchapter, reviewing

sworn statements and proposed affirmative action programs, making investigations, assisting contractors, and evaluating contractor compliance and assisting contracting authorities to meet the requirements of this subchapter;

D. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this subchapter.

Section 3. Section 20.44.030 (Section 3.1 of Ordinance 101432) is amended as follows:

20.44.030 FRANCHISES, CONSULTANT, PUBLIC IMPROVEMENT AND SERVICES CONTRACTS.

All consultant contracts, franchises, and contracts for public improvements, or services, the estimated cost of which exceeds One Thousand Dollars (\$1,000.00), shall contain the following provisions:

((A-)) "During the performance of this contract, the contractor agrees as follows:

"The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, ((age)) marital status, sexual orientation, political ideology, ancestry, ((or)) national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, ((age or)) national origin, ((or)) or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. ((+))

((B-)) "The contractor will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department or his/her designee) upon his/her request and on such form as may be provided by the Director therefore, a report of the affirmative action taken by the contractor in implementing the terms of ((this)) these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision. ((+))

((C-)) "If upon investigation the Director finds probable cause to believe that the contractor has failed to comply with any of the terms of ((these)) these provisions, the contractor and the contracting authority shall be so notified in writing. The contracting authority shall give the contractor an opportunity to be heard, after ((10)) ten days' notice. If the contracting authority concurs in the findings of the

Director, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of ((these)) these provisions. ((+))

((D-)) "Failure to comply with any of the terms of ((these)) these provisions shall be a material breach of this contract. ((+))

((E-)) "The foregoing provisions will be inserted in all sub-contracts for work covered by this contract."

Section 4. Section 20.44.040 (Section 3.2 of Ordinance 101432) is amended as follows:

20.44.040 LEASE AND CONCESSION CONTRACTS.

A. All contracts of the city for leases and concessions shall contain the following provisions:

"The lessee (contractor) agrees to comply with all state and local laws prohibiting discrimination with regard to creed, religion, race, color, sex, ((age)) marital status, sexual orientation, political ideology, ancestry, ((or)) national origin, or the presence of any sensory, mental or physical handicap."

B. All contracts of the city for leases and concessions of seven consecutive days' duration or longer and involving employers with three or more employees shall contain the following provisions:

"During the performance of this contract, the lessee (contractor) agrees as follows:

"The lessee (contractor) will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, ((age)) marital status, sexual orientation, political ideology, ancestry, ((or)) national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The lessee (contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, ((age or)) national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The lessee (contractor) agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting

officer setting forth the provisions of this nondiscrimination clause. The lessee (contractor) will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to (these) these provisions; provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

"Lessee (contractor) will, upon the request of the Director (as used herein Director means the Director of the Human Rights Department, or his/her designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the lessee (contractor) in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with (these) these provisions.

"If, upon investigation, the Director determines that there is probable cause to believe that the lessee (contractor) has failed to comply with any of the terms of (these) these provisions, the lessee (contractor) shall be so notified in writing. The contracting authority shall give the lessee (contractor) an opportunity to be heard, after (10) ten days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this lease (contract) and evict lessee (terminate the contract) in accordance with law.

"Failure to comply with any of the terms of (these) these provisions shall be material breach of this lease (contract).

"The foregoing provisions will be inserted in all subleases (subcontracts) entered into under this lease (contract)."

Section 5. Section 20.44.050 (Section 3.3 of Ordinance 101432) is amended as follows:

20.44.050 SUPPLIES, MATERIALS AND EQUIPMENT CONTRACTS.

A. All contracts of the city for the purchase of supplies, materials, or equipment shall contain the following provisions:

"During the performance of this contract, the vendor agrees as follows:

"The vendor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, (age) marital status, sexual orientation, political ideology, ancestry, (age) national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, (age) national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

B. Before any city contracting authority accepts any bid or enters into any contract for the purchase of supplies, materials, or equipment the vendor shall be prequalified to do business with the city as provided for in this section, provided that the contracting authority may waive the requirement of prequalification whenever it finds and certifies after investigation that:

1. Needed supplies, materials or equipment are available only from a single source and that the vendor has failed to comply with the requirements for prequalification; or
2. An emergency exists which requires the immediate purchase of supplies, materials, or equipment and for which the contracting authority is authorized to secure the supplies, materials, or equipment in the open market, without advertisement, at the lowest obtainable price, and that the vendor of the supplies, materials, or equipment is not currently disqualified from doing business with the city by reason of its removal from prequalified status or its failure to satisfy the prequalification requirements pursuant to its application for prequalification.

C. City contracting authorities purchasing supplies, materials, or equipment shall cause notice of this prequalifying requirement to be included in all invitations to bid and to be conspicuously displayed in all offices purchasing supplies, materials, or equipment for the city.

D. A vendor shall be deemed to be prequalified when the contracting authority, with the advice and recommendations

1. The vendor is complying with federal, state, and local laws regarding discrimination;

2. The vendor has satisfactorily completed and filed with the Director on such form as the Director provides therefor, the following information:

a. An employment profile which may include the number of employees, their (creed, race, color, sex, age and national origin) protected class status, and the type of work

each performs by general categories, and such other information as requested by the Director, and

b. A sworn statement as set out in Section 20.44.070 which shall become terms and conditions of any and all contracts of the vendor with the city for the purchase of supplies, materials, or equipment.

E. A contracting authority may assume that a vendor has satisfied the requirements for prequalifying if the Director does not notify the contracting authority to the contrary within three working days of the submission to the Director by the vendor of all information and sworn statements required to prequalify.

F. Whenever the contracting authority, with the advice of the Director, finds that a contractor's sworn statement is in need of review or updating, he/she shall so notify the vendor who shall take steps as necessary to review or update his/her sworn statement to meet the contracting authority's requirements, provided that if changes in the sworn statement would have a substantial financial impact on the contractor with regard to contracts already entered into the changes shall not apply to such contracts.

G. If upon investigation the Director determines that there is probable cause to believe that the vendor has failed to comply with any of the terms of this section or with the obligations of the sworn statement, written findings as to such such probable breach shall be given by the Director to the vendor and the contracting authority. The contracting authority shall give the vendor an opportunity to be heard, after ten days' notice. If the contracting authority concurs in the findings of the Director, it may cancel or suspend the vendor's prequalification.

Section 5. Section 20.44.100 (Section 3 of Ordinance 101432) is amended as follows:

20.44.100 EMPLOYMENT GOALS, RANGES, OR RATIOS.

A. Whenever the Director has certified to any city contracting authority that:

1. ((Identified minorities) Members of protected classes are being denied equal employment opportunity within the city in certain occupations, trades, professions or supervisory types of work included in city contracts (by reason of creed, race, color, sex, age, or national origin) due to existing discrimination or the effects of prior discrimination; and

2. Persons ((within such minorities) who are members of such protected classes are ready, willing and capable of accepting such employment or performing such tasks if the opportunity be available; and

3. Employment goals, ranges, or ratios for employment of such ((minorities) persons who are members of protected classes in such occupations, trades, professions or supervisory types of work or tasks are necessary to assure such persons equality of employment opportunity and to overcome discrimination or the effects of past discrimination and social or institutional inertia; and

4. The goals, ranges or ratios certified reasonably reflect the employment goals, ranges or ratios that would exist under conditions of equal employment opportunity and assure fair, equal and nondiscriminatory treatment of all

persons without respect to creed, race, color, (age, sex, or national origin); then specifications for contracts let by any contracting authority and involving the line of work or tasks so certified shall include a provision establishing employment goals, ranges or ratios for ~~(such minorities)~~ persons of such protected classes as certified by the Director and adjusted by the contracting authority, if necessary, to reflect a standard of performance that can be carried out by a contractor proceeding in good faith and making every reasonable effort to comply in all phases of employment, including solicitation, training and apprenticeship, promotion, and treatment of employees. Such provisions shall include provisions relating to enforcement and sanctions for noncompliance.

B. Employment goals may be implemented by or stated as a minimum number, ratio, range or a particular assignment, and may include participation in multi-employer programs for training and/or employment or coordination with state and federal equal opportunity training programs, and shall be designed and used to assure that applicants for employment and employees receive equal employment opportunities and fair, equal and nondiscriminatory treatment ~~(without regard to creed, race, color, sex, age or national origin)~~.

C. On projects or activities financed with assistance from the United States or the state, the contracting authority may substitute for such provisions such antidiscrimination or equal employment opportunity provision required or requested by the Department of Human Rights, the United States or the state.

D. City contracting authorities shall, upon making adjustments or when requested by the Director, submit copies of the contracts covered by this section to the Director for recommendations and further suggestions with regard to ~~(minority employment goals)~~ employment goals for protected classes which should be part of the specifications. Contracts so submitted to the Director may be assumed adequate if not returned within five days with recommendations for improvement. Contracting authorities shall, as to any contract submitted to the Director under this section, notify the Director for the final form of such contract before the date of its award.

E. Certifications by the Director under this section shall be in effect until revoked or revised by the Director and the contracting authority is notified of such revocation or revision.

F. Employment goals established by this section are not intended and shall not be taken to diminish the contractor's responsibility and obligation under other sections of this subchapter. A contractor whom the Director of Human Rights has certified to be acting in good faith and making every reasonable effort to comply with the employment goals established shall be deemed in compliance, even though the employment goals are not met.

Section 7. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor, otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of March, 1981.

and signed by me in open session in authentication of its passage this 30th day of March, 1981.

Adelino Abango
President PFA 108 of the City Council

Approved by me this 9th day of April, 1981.

Charles J. Boyer
Mayor

Filed by me this 9 day of April, 1981.

Tim Hill
City Comptroller and City Clerk

(SEAL)

By *Travis Wumbao*
Deputy Clerk