



# SEATTLE CITY COUNCIL

## Public Assets and Native Communities Committee

### Agenda

Tuesday, May 4, 2021

2:00 PM

### Public Hearing

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

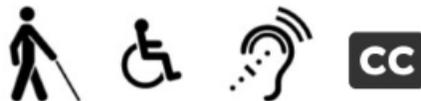
Debora Juarez, Chair  
Alex Pedersen, Vice-Chair  
Lisa Herbold, Member  
Teresa Mosqueda, Member  
Kshama Sawant, Member  
Dan Strauss, Alternate

Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)

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Council Chamber Listen Line: 206-684-8566

For accessibility information and for accommodation requests, please call  
206-684-8888 (TTY Relay 7-1-1), email [CouncilAgenda@Seattle.gov](mailto:CouncilAgenda@Seattle.gov), or visit  
<http://seattle.gov/cityclerk/accommodations>.



**SEATTLE CITY COUNCIL**  
**Public Assets and Native Communities**  
**Committee**  
**Agenda**  
**May 4, 2021 - 2:00 PM**  
**Public Hearing**

**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/public-assets-and-native-communities>

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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State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature.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 being held at the 2:00 p.m. Public Assets and Native Communities Committee meeting at**

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

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

**Submit written comments to Councilmember Juarez at**

**[Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)**

**Sign-up to provide Public Comment or the Public Hearing 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#**

**Online registration to speak at the Public Hearing during the Public Assets and Native Communities Committee meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Hearing during the meeting. Speakers must be registered in order to be recognized by the Chair. If you are unable to attend the remote meeting, please submit written comments to Councilmember Juarez at [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov).**

*Please Note: Times listed are estimated*

**A. Call To Order**

**B. Approval of the Agenda**

**C. Chair's Report**

**D. Public Comment**

8 minutes

**E. Items of Business**

1. [Appt 01874](#) **Appointment of Misha Y. Averill as member, Seattle Indian Services Commission Governing Council, for a term to June 30, 2023.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote** (5 minutes)

**Presenter:** Claudia Kauffman, Chair, Seattle Indian Services Commission

2. [Appt 01875](#) **Reappointment of Denise Moriguchi as member, Washington State Convention Center Public Facilities District Board, for a term to July 30, 2024.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote** (5 minutes)

**Presenter:** Jeff Blosser, CEO/President, Washington State Convention Center

3. [Appt 01876](#) **Reappointment of Ron A. Chew as member, Seattle Public Library Board of Trustees, for a term to April 1, 2026.**

*Supporting*

*Documents:* [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote** (5 minutes)

**Presenter:** Tom Fay, Interim Chief Librarian, Seattle Public Library

4. [CB 120048](#) **AN ORDINANCE relating to the City-owned real property known as the Red Barn Ranch and to the future North Rainier Park; authorizing the Superintendent of Parks and Recreation to execute documents removing recreational covenants from the Red Barn Ranch; and placing a restrictive covenant onto the North Rainier landbanked development property.**

*Attachments:* [Att A – Form of Red Barn Ranch Deed Release](#)

[Att B – Form of North Rainier Deed of Right](#)

*Supporting*

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

[Summary Att A - Maps](#)

[Presentation](#)

**Public Hearing, Briefing, Discussion, and Possible Vote** (15 minutes)

**Presenters:** Jesús Aguirre, Superintendent, Selena Elmer, and Max Jacobs, Seattle Parks and Recreation; Traci Ratzliff, Council Central Staff

5. [CB 120033](#) **AN ORDINANCE authorizing the Superintendent of Parks and Recreation to execute and accept from Seattle School District 1, on behalf of The City of Seattle, a Reciprocal Right of Entry License Agreement concerning Helene Madison Pool (Ingraham High School) and Southwest Teen Life Center and Pool (Chief Sealth High School).**

Attachments: [Att 1 - SPS Reciprocal ROE Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - SW Teen Life Center and Pool Parking](#)

[Summary Att B - Helene Madison Pool Parking](#)

[Presentation](#)

**Briefing, Discussion, and Possible Vote** (15 minutes)

**Presenters:** Jesús Aguirre, Superintendent, Lise Ward, and Max Jacobs, Seattle Parks and Recreation; Traci Ratzliff, Council Central Staff

6. [CB 120050](#) **AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute, for and on behalf of the City, a Use, Occupancy and Maintenance Agreement with Southwest Youth and Family Services to provide family support center programs consistent with Seattle Parks and Recreation purposes.**

Attachments: [Att A - Use Occupancy and Maintenance Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Presentation](#)

**Briefing, Discussion, and Possible Vote** (15 minutes)

**Presenters:** Jesús Aguirre, Superintendent, Seattle Parks and Recreation; Steve Daschle, Executive Director, and Joanne Orsucci, Southwest Youth and Family Services; Traci Ratzliff, Council Central Staff

**F. Adjournment**



Legislation Text

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**File #:** Appt 01874, **Version:** 1

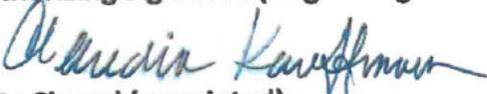
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Appointment of Misha Y. Averill as member, Seattle Indian Services Commission Governing Council, for a term to June 30, 2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <p style="text-align: center;">Misha Y. Averill</p>		
<b>Board/Commission Name:</b> Seattle Indian Services Commission		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: SISC Governing Council	<b>Term of Position: *</b> 7/1/2020 to 6/30/2024 2023 HS <input type="checkbox"/> Serving remaining term of a vacant position	
<b>Residential Neighborhood:</b> Bellevue, WA	<b>Zip Code:</b> 98005	<b>Contact Phone No.:</b> [REDACTED]
<p><b>Background:</b> Misha Y. Averill brings over eight (8) years of experience in the real estate-related industry to this position. Ms. Averill is currently a Commercial Real Estate Broker at Legacy Commercial, Bellevue, WA (2015 – present). Prior to her work at Legacy Commercial, Misha had extensive experience as a Paralegal, Executive Administrator/Legal Assistant in several legal firms in King County (DAL Law Firm and Marine View Law &amp; Escrow). Ms. Averill’s community &amp; volunteer activities include: Northwest Parkinson’s Foundation; Native Action Network (Empowering women to be leaders in their communities and beyond &amp; encouraging civic engagement and volunteerism); UW American Indian Studies Department; and President of Non-profit Olympic Hopefuls in the Sport of Inline Speed Skating.</p> <p>Ms. Averill will bring additional skills to the Commission in the area of real estate development and is a strategic thinker and problem-solver.</p> <p>This represents Ms. Averill’s initial appointment to the Seattle Indian Services Commission.</p>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> August 25, 2020		<b>Appointing Signatory:</b> Claudia Kauffman, Chair Seattle Indian Services Commission

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

# Misha Y. Averill

**A passion for being a part of a team** – A University of Washington graduate with Bachelor of Arts with a focus in International/Diversity Studies; seeking a long term position within commercial real estate that presents options for personal growth, challenges, while maintaining a healthy balance in work/life.

## Qualifications

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- Commercial Real Estate broker (5 years' experience)
- Superb Executive Assistant and Administration background (4 years' experience)
- Experience in City Development and tracking Land Use Code changes
- Able to handle heavy caseloads, event planning, calendaring, and meeting deadlines
- Enjoy meeting new people and new cultures; International experience in travel to 9 countries including Europe, Asia, and South America

## Education

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- Rockwell Institute, Real Estate Licensing Course** – Bellevue, WA 2018
- Completed the required hours for WA State real estate license
- University of Washington, College of Arts and Sciences** - Seattle, WA 2009-2013
- Bachelor of Arts in American Indian Studies, with a Diversity minor
  - Cumulative GPA: 3.3/4.0 - Graduation date: June 2013
  - Related course: Critical AIS issues on the UN declaration of Indigenous Rights, Indigenous Feminism, Indigenous film and Sovereignty visuals, and many Independent Studies working on various field case studies of AIS communities and issues
  - Extracurricular Campus Activities: OMDA (Office of Minority Affairs) member, EOP(Equal Opportunity Program) participant, First Nations group at UW, and member of Alpha Delta Pi sorority
- Puyallup High School** - Puyallup, WA 2006-2009
- Cumulative GPA: 3.92
  - Graduate top 99% of class of 555 students

## Experience

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- Commercial Real Estate Broker, Legacy Commercial** –Bellevue, WA. 9/2015- Present
- Asset management, leasing and legal matters
  - Hire experts for projects, redevelopment, and tenant improvements
  - Manage all acquisitions and sales of real estate properties in the US and Canada
  - Invoice and billings approval
- Paralegal, DAL Law Firm** –Normandy Park, WA. 4/2016- 5/2017
- Client relations- verifying appointments and communicating updates on files via phone & in writing
  - Drafting legal documents
  - Case Management through follow-up communication with clients, lenders, and court trustee
  - Drafting of master worksheets for the law firm
  - Social Media updating and drafting of blog posts
- Executive Administrator /Legal Assistant, Marine View Law & Escrow** -Des Moines, WA. 8/2013- 9/2015
- Assist with daily tasks and up-keep in the office and client's file and relations
  - Office management: Greet clients, answer phones, calendaring, and follow-up calls
  - Correspondences with clients i.e. send fax, emails, letters, and UPS/FedEx shipping drop-offs
  - Personable and able to conduct professional client appointments
  - Account management including taking payments, bank deposits, and Quickbooks entries
  - Prepare large files including bankruptcy filing, HAMP- home loan modifications, and real estate cases
- AVID Tutor, Puyallup School District** - Puyallup, WA 1/2011- 8/2013
- Work with all grade levels, and all subjects
  - Must be knowledgeable in core studies and electives
  - Superior problem solving skills and study habits
- USA Team Member & National Speed Circuit (NSC) Athlete** – Seattle, WA 8/2011 – 5/2015
- Overall US Champion 2014
  - Competed in three World Championships, qualified for four championships
  - USADA Athlete registered with the US Olympic Committee
  - First Alternate for the World Games in 2013 in Colombia
  - First Alternate for the Pan American Games in 2012 in Mexico

## Certifications and Technical Skills

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Superior communication skills- through arts and language - written and verbal  
English (Fluent); Navajo Language (Conversational); French (Basic); Spanish (Novice- intro learning)  
Computer skills- proficient in MS Office, Skyline, Photoshop, Adobe, Quickbooks, Lawpay, Clio, and Conflict-Data Base  
Social Media knowledge and management - including Facebook, Twitter, Instagram, Blogs, etc.

## Honors/Awards/Scholarships

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Award for Excellent Leadership from NAN Cohort	2018-2019
USA Team speed skater: 4 times represented Team USA as Overall Sprint Champion	2011-2014
University of Washington Dean's List, GPA 3.5 and above: 3.85	2013
University of Washington Dean's List, GPA 3.5 and above	2012
University of Washington OMDA/EOP Award Recipient- <i>Robert and Nancy Knight Scholarship</i> (\$3000)	2012
University of Washington Undergrad Grant Recipient (\$9366)	2012
Mary Gates Leadership Scholar and <i>Scholarship</i> (\$4000)	2012
Professional Olympic Caliber Athlete - USOC Elite Athlete Health Insurance	2012
Navajo Nation - <i>Chief Manuelito Scholar</i> (\$7000)	2011-2013
Washington State Indian Gaming Commission (\$2000)	2012
Washington State Indian Education for Higher Education Scholarship (\$1500)	2012
USA Roller Sports Scholarship - <i>Higher Education</i> (\$4000)	2012

## Volunteerism

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<b>Northwest Parkinson's Foundation</b>	5/2018
- Volunteered for the annual fundraising gala	
<b>Native Action Network</b>	4/2013 - Current
- Position: Youth Academy Coordinator and Communications Facilitator	
- Promotions and Communications through all social medias	
- Native American Women's Youth Leadership Conference organization and participant accommodation	
- Empowering women to be leaders in their communities and beyond	
- Encouraging civic engagement and volunteerism	
<b>University of Washington American Indian Studies Departmental Blogger</b>	1/2013 - 6/2013
- Discussing Issues and current happenings of Indigenous peoples	
- Reflecting on outside resources including all medias and social medias	
<b>President of Non-Profit for Olympic Hopefuls in the Sport of Inline Speed Skating</b>	9/2011 - 1/2013
- Facilitated meetings and coordinated group events and goals	
- Earned a place in Michelle Obama's <i>Just Move</i> Campaign	
- Participated in the Washington State Games in 2012	

## References

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Darcel Lobo, DAL Law Firm –Normandy Park, WA.  
[REDACTED]

Iris Friday, Native Action Network -Seattle, WA.  
[REDACTED]

Dave Benson, Great Lakes Skate Owner – Sterling Heights, MI.  
[REDACTED]

\*Additional References Upon Request

\*Letters of Recommendation Upon Request

# Seattle Indian Services Commission

Five (5) Members: Pursuant to Ordinance No. 103387, all members subject to City Council confirmation, 3-year terms:

- # City Council-appointed
- 1 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): Seattle Indian Services Commission’s Governing Council

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	Claudia G. Kauffman	11/01/16	10/31/19	2	Mayor
4	F	N/A	2.	Member	N. Iris Friday	11/01/17	10/31/20	5	Gov. Council
4	F	5	3.	Member	Colleen Echohawk-Hayashi	01/01/18	12/31/20	1	Gov. Council
4	M	N/A	4.	Member	Michael L. Reichert	12/01/19	11/30/22	1	Gov. Council
4	F	N/A	5.	Member	Misha Y. Averill	07/01/20	06/30/23	1	Gov. Council

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor		1						1										
Council																		
Other	1	3						4										
Total	1	4						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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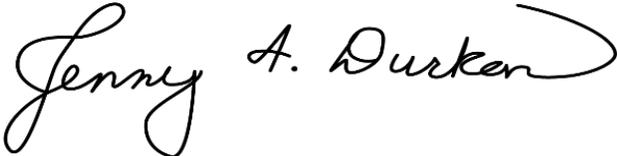
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Reappointment of Denise Moriguchi as member, Washington State Convention Center Public Facilities District Board, for a term to July 30, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Denise Moriguchi		
<b>Board/Commission Name:</b> Washington State Convention Center Public Facilities District		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 7/31/2020 to 7/30/2024  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Georgetown	<b>Zip Code:</b> 98108	<b>Contact Phone No.</b> [REDACTED]
<b>Background:</b> UWAJIMAYA (Family owned Asian Gift & Grocery Retailer and Wholesaler) in Seattle WA Uwajimaya President & CEO: March 2017 – present -Provide executive leadership for \$140MM business with 5 stores and 450+ employees Uwajimaya President: 2016-2017 -Led company's retail business and oversee 4 stores: HR, finance, IT, marketing, maintenance Uwajimaya CFO: 2015 – present Uwajimaya Marketing Director – 2013 – 2015 Bayer Healthcare – Consumer Care Division: Brand Manager, One A Day: 2009-2011 Toronto, Ontario Bayer Healthcare – Consumer Care Division: Associate Brand Mgr, 2007-2009 Bayer Healthcare – Consumer Care Division: Assistant Brand Mgr, 2007-2008 <b>Education:</b> MIT Sloan School of Management, MBA. Cambridge, MA 2005-2007 Bowdoin College, BA in Economics and Asian Studies. Brunswick, ME 1994-1998		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed): 1/15/21</b>		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor of Seattle

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

## DENISE MORIGUCHI

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**UWAJIMAYA** (*Family-owned Asian Gift & Grocery Retailer and Wholesaler*) Seattle, WA

**President & CEO**

March 2017-present

- Provide executive leadership for \$140MM business with five retail store locations, wholesale business and real estate holdings and 450+ employees in the Pacific Northwest.
- Lead internal strategic planning & visioning initiatives and operations while also focusing on strengthening community and international relations.

**President**

2016-2017

- Led company's retail business – overseeing four store locations, HR, finance, IT, marketing, maintenance and retail central services.

**CFO**

2015-present

- Oversee company's financial health, planning and reporting.

**Marketing Director**

2013-2015

- Refined customer target and marketing strategy.
- Developed online/social media strategy which included website redevelopment, implementation of SEO and SEM, and creation of new promotional campaigns through new online channels.

**BAYER HEALTHCARE – CONSUMER CARE DIVISION**

Toronto, Ontario (Canada)

Brand Manager, One A Day

2009-2012

- Led development of annual marketing plans and aligned cross-functional team, global business unit and external agencies around them to achieve three consecutive years of brand growth.
- Drove innovation pipeline and new product launch.

**BAYER HEALTHCARE – CONSUMER CARE DIVISION**

Morristown, NJ

Associate Brand Manager, Midol

2007-2009

- Assisted with the development and execution of the annual marketing plan.

Assistant Brand Manager, Alka-Seltzer Plus

2007-2008

- Managed and communicated day-to-day business performance including sales, forecasting, brand budget and P&L management, and category and competitive trend monitoring.

**EDUCATION**

**MIT SLOAN SCHOOL OF MANAGEMENT**

Cambridge, MA

MBA

2005-2007

**BOWDOIN COLLEGE**

Brunswick, ME

BA in Economics and in Asian Studies. Phi Beta Kappa, *summa cum laude*

1994-1998

**OTHER**

- Washington State Convention Center, Board Member 2017 to present
- Denise Louie Education Center, Emeritus Board Member
- AAA Washington, Board Member

# Washington State Convention Center – Public Facilities District 2020

9 Members: Pursuant to RCW 36.100.020 and King County Ordinance 16883, 3 members subject to Seattle City Council confirmation, 4-year terms:

- 3 Appointed by the Governor
- 3 Appointed by the County Executive, confirmed by the County Council
- 3 Appointed by the Mayor, confirmed by the City Council
  - 1 mayoral appointment must represent organized labor, except that this requirement does not apply to the initial board

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Position	Appointed By
2	F	N/A	1.	Vice Chair	Deryl Brown-Archie	7/31/18	7/30/22	3	Law: Health, Insurance	County
6	M	N/A	2.	Chair	Frank K. Finneran	7/31/18	7/30/22	3	Hospitality	County
6	M	7	3.	Member	Terry J. McLaughlin	7/31/20	7/30/24	3	Sports, Events, Tourism	County
3	F	N/A	4.	Member	Susana Gonzalez-Murillo	7/31/20	7/30/24	3	Banking	Governor
6	M	7	5.	Member	Jerome L. Hillis	7/31/18	7/30/22	3	Law: Real Estate	Governor
6	M	7	6.	Member	Craig Schafer	7/31/20	7/30/24	2	Hospitality	Governor
6	F	2	7.	Member	Nicole Grant	7/31/18	7/30/22	2	Organized Labor	Mayor
2	M	2	8.	Member	Robert J. Flowers	7/31/18	7/30/22	3	Banking	Mayor
1	F	N/A	9.	Member	Denise Moriguchi	7/31/20	7/30/24	2	Banking	Mayor

### SELF-IDENTIFIED DIVERSITY CHART

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

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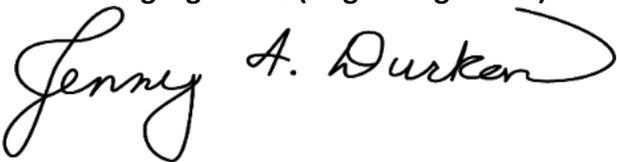
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Reappointment of Ron A. Chew as member, Seattle Public Library Board of Trustees, for a term to April 1, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Ron A. Chew		
<b>Board/Commission Name:</b> The Seattle Public Library Board of Trustees		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> 2/25/2021	<b>Term of Position: *</b> 4/2/2021 to 4/1/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> Beacon Hill	<b>Zip Code:</b> 98144	<b>Contact Phone No.:</b> N/A
<b>Background:</b> Ron Chew was appointed to the Library Board by Mayor Ed Murray in September 2016. Mr. Chew recently retired as executive director of the ICHS Foundation from 2010 through 2020, helping raise money to support a network of community clinics serving Asian Pacific American immigrants and refugees and other underserved populations. Mr. Chew is principal of Chew Communications, where he documents local community history through oral history and multimedia projects. He served as executive director of the Wing Luke Asian Museum from 1991 to 2007, and served for more than 13 years as editor of the International Examiner. Mr. Chew is author of the book, "My Unforgotten Seattle" published in 2020, a memoir documenting a personalized history of the Asian community in Seattle. He has served on The Seattle Public Library Foundation Board and continues to advise and assist emerging museums and cultural centers on fundraising, capital campaigns, and diversity issues. Mr. Chew is a third generation Seattleite and a graduate of Franklin High School and the University of Washington.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor of Seattle

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

## RON A. CHEW

Principal, Chew Communications, [www.chewcommunications.com](http://www.chewcommunications.com)

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### EMPLOYMENT

- 9/10 – Present    Executive Director, International Community Health Services Foundation  
Direct private fundraising for largest Asian Pacific Islander health care organization in Washington state. Includes board development, building donor base, coordination of annual fundraiser and coordination of capital campaign for new Shoreline and Bellevue clinics
- 1/08 – Present    Principal, Chew Communications  
Head of Seattle-based consulting firm specializing in executive leadership, community-based oral history, writing, research, publication and capacity-building for community-based non-profit organizations.
- 12/07 – 9/09    Community-Scholar-In-Residence, University of Washington, Museology Graduate Program  
Teach classes on community-based museum model and relationship-based fundraising.
- 2/91 12-08        Executive Director, Wing Luke Asian Museum, Seattle  
Manage non-profit Asian Pacific American historical museum with 20 employees and over 70 volunteers. Includes exhibit and program development, fundraising, public relations, collections supervision and community outreach and audience development. Leadership of \$23 million capital campaign to build new Museum in Chinatown-International District
- 9/89 - 1/91       Confidential Secretary  
Washington State Commission on Asian Pacific American Affairs, Seattle  
Represented state agency at Asian Pacific American community meetings, planned programs and events, drafted correspondence, scheduled meetings, supervised student interns, performed secretarial duties.
- 9/88 - 9/89       Multicultural Program Coordinator  
Seattle Central Community College, Seattle  
Provided guidance and assistance to 10 student organizations, worked with students, faculty, staff and community to plan ethnic and cultural arts events and activities for the college. Helped develop strategies to enhance minority student retention and education.
- 8/81 - 9/88       Editor  
International Examiner, Seattle  
Managed and produced semi-monthly Asian American newspaper in International District. Included recruitment, training and supervision of 30 to 35 member volunteer staff, news and editorial writing, editing, design, layout, fundraising, promotion, and distribution.
- 8/80 - 7/81       Executive Director  
McKenzie River Gathering Foundation, Seattle  
Established and staffed Seattle office of Northwest public foundation. Included donor fundraising; grants review; assistance to non-profits; production of quarterly newsletter, grants report booklet and fundraising materials; developing regional mailing list; and coordinating funding board.
- 1/77 - 1/80       Editor

- “Southeast Asian Voices,” co-author with Ed Echtele, book of oral histories, published by National Asian Pacific Center on Aging, 2011
- “Years of Caring: The Story of Nikkei Concerns,” September 2010
- “Dim Sum: The Seattle ABC (American Born Chinese) Dream, by Vera Ing (Introduction and Editing), published July, 2010
- “Pacific Islander Voices, compiled book of oral histories for National Asian Pacific Center on Aging, 2010
- “Senior Stories” co-author with Ed Echtele, book of oral histories, published by National Asian Pacific Center on Aging, 2010
- “Community-Based Arts Organizations: A New Center of Gravity,” monograph published by Americans for the Arts, Washington, D.C. 2009
- “Immigrants in America,” co-edited with Kris Morrissey, published by Museums and Social Issues Journal, Fall 2008
- “International Community Health Services: A Documentary History 1973-2008, published by ICHS Foundation, Seattle 2008
- “Museums and Civic Dialogue: Case Studies from Animating Democracy,” edited by Pam Korza and Barbara Schaffer Bacon. (Ron Chew introduction), Americans for the Arts, Washington, D.C. 2005
- “Taking Action: Advocates? Or Curators of Advocacy?”, *Museum News*, March/April 2004
- “The Joy and Agony of Reviewing Grants,” *Museum News*, September/October 2004
- “Crisis and Opportunity: Museums in the New Century Forum of Museum Directors,” essay in bilingual book, National Museum of History, 2003, Taipei, Taiwan
- “Reflections of Seattle’s Chinese Americans: The First 100 Years,” co-authored with Cassie Chinn, University of Washington Press, Seattle, 2003
- “Collected Stories: The Rise of Oral History in Museum Exhibitions,” *Museum News*, November/December 2002
- “Hum Bows, Not Hot Dogs: Memoirs of a Savvy Asian American Activist” by Bob Santos, (Ron Chew introduction) International Examiner Press, Seattle 2002
- “In Praise of the Small Museum,” *Museum News*, March/April 2002
- “Seattle’s International District: The Making of a Pan-Asian American Community,” by Doug Chin, (Ron Chew introduction), International Examiner Press, Seattle 2001
- “If Tired Hands Could Talk: Stories of Asian Garment Workers,” executive producer and writer, 60 minute video documentary, Wing Luke Asian Museum, Seattle 2001
- “The Wing Luke Asian Museum: Gathering Asian American Stories,” Chinese Historical Society of America, San Francisco, 2000
- “The History of the Cathay Post #186: The American Legion 1945-2000, introduction and editor, Seattle, WA, 2000
- “Finding Home in Chinatown: The Kong Yick Buildings,” executive producer and writer, 58-minute video documentary, Wing Luke Asian Museum, Seattle, 1998

# Seattle Public Library Board of Trustees

5 Members: Pursuant to RCW 27.12, City Charter Article XII, all members subject to City Council confirmation, 5-year terms:

- # City Council-appointed
- 5 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	F	6	1.	Trustee	Carmen Bendixen	4/2/2020	4/1/2025	1	Mayor
6	M	7	2.	Trustee	Jay Reich	4/2/2019	4/1/2024	2	Mayor
2	M	2	3.	Trustee	W. Tali Hairston	4/2/2018	4/1/2023	1	Mayor
6	F	1	4.	Trustee	Kristi England	4/2/2017	4/1/2022	2	Mayor
1	M	2	5.	Trustee	Ron A. Chew	4/2/2021	4/1/2026	2	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** CB 120048, **Version:** 1

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**CITY OF SEATTLE**

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

AN ORDINANCE relating to the City-owned real property known as the Red Barn Ranch and to the future North Rainier Park; authorizing the Superintendent of Parks and Recreation to execute documents removing recreational covenants from the Red Barn Ranch; and placing a restrictive covenant onto the North Rainier landbanked development property.

WHEREAS, in 1970 The City of Seattle (“City”) acquired a rural property of approximately 39 acres located approximately 30 miles outside Seattle city limits for the purpose of operating a youth outdoor recreation camp; and

WHEREAS, to pay for the acquisition, the City accepted funds from state and federal open space programs administered by the Washington State Recreation and Conservation Office (RCO) granted to the City on condition that the Red Barn Ranch property be used permanently for public outdoor recreation and the property be restricted to this purpose by recording against the property a Deed of Right to Use Land for Public Recreation Purposes (“Deed of Right”) as to the state funding program and an additional deed as to the federal program (together, the “Recreational Deeds”); and

WHEREAS, the Red Barn Ranch property was placed in Seattle Parks and Recreation’s (SPR) jurisdiction, and SPR renovated the property from 1971 to 1972, and afterward operated the youth camp until 1983, when operating costs, logistical challenges, and budget constraints required closing the camp; and

WHEREAS, the property remained closed and minimally maintained after 1983 because of the difficulty and expense of operating the property, in part due to its distance from Seattle, until the City began engaging outside entities to operate the Red Barn Ranch property for the purpose of providing ongoing recreational and educational programming; and

WHEREAS, as part of this ongoing effort, the City contracted with a private entity to operate a conference and recreation center from 1985 to 1987, then contracted with the Auburn School District from 1988 to 1991 to conduct a multipurpose education program on the property; and

WHEREAS, after again closing the site from 1991 to 1994, the City authorized management of the property by Camp Berachah Ministries through a series of annual permits from 1995 to 2011, after which, from 2011 to 2014, the City entered into an agreement allowing Camp Berachah to continue operating a recreational camp while also permitting the Seattle Tilth Association (now Tilth Alliance) to operate a demonstration garden, farm incubator, and farming education programs on the property; and

WHEREAS, after Camp Berachah ceased operations, from 2014 to 2018 Tilth Alliance alone operated the Red Barn Ranch property; and

WHEREAS, the Red Barn Ranch property has been vacant since Tilth Alliance vacated in 2018 and the City was unable to transfer the Red Barn Ranch property to another governmental agency for the purpose of retaining the public recreational use; and

WHEREAS, the City concluded that the Recreational Deeds should be removed to allow consideration of broader future uses of the property; and

WHEREAS, the City followed the required deed conversion process administered by the RCO, including providing public notice and an opportunity to comment, responding to public comments, and proposing a replacement property to which to transfer the Deed of Right, culminating in the City's receiving approval from the RCO's governing body, the Recreation and Conservation Funding Board, in January 2021 to release the Deed of Right from the Red Barn Ranch property, to assist in securing federal government approval to release the federal deed, and to place a replacement Deed of Right on the City's North Rainier Park property; and

WHEREAS, the City will explore options for future uses of the Red Barn Ranch property, including potentially by transferring use or ownership of the property to an outside entity, which future transaction will be

presented to the City Council for review and approval; and

WHEREAS, as required by RCW 35.21.960, public notice of the proposal to remove restrictive recreational covenants was provided, and a public hearing has been held; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation (“Superintendent”) or the Superintendent’s designee is authorized to execute and perform, for and on behalf of the City, the documents necessary to release the Recreational Deeds, King County Recording Numbers 7106300648 and 7207130463, from the Red Barn Ranch property, legally described as follows:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT COUNTY ROAD NO. 212;

ALSO EXCEPT THE NORTH 30 FEET FOR ROAD AS CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING 20050218001287.

and to place a recreational Deed of Right onto the North Rainier Park property, legally described as follows:

STATUTORY WARRANTY DEED NO. 20160707001229

PARCELS A, B, C, F AND G

LOTS 5 THROUGH 8 AND LOTS 13 THROUGH 16, INCLUSIVE, BLOCK 44, C.D. HILLMAN’S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

STATUTORY WARRANTY DEED NO. 20111229002432

PARCEL E

LOTS 9 AND 10, BLOCK 44, C.D. HILLMAN’S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

JUDGMENT RECORDING NO. 20190312000535

PARCEL D

LOTS 11 AND 12, BLOCK 44, C.D. HILLMAN’S RAINIER BOULEVARD GARDEN ADDITION

TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

Section 2. The Superintendent or the Superintendent’s designee is further authorized and directed, for and on behalf of the City, to execute, deliver, administer, and perform such ancillary agreements or documents or to take such other actions as in the Superintendent’s judgment may be necessary, appropriate, or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, this ordinance.

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 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:**

Attachment A - Form of Red Barn Ranch Deed Release

Attachment B - Form of North Rainier Deed of Right

**ATTACHMENT A**

Upon Recording, Please Return To:  
Washington State Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Myra Barker

**RELEASE OF DEED OF RIGHT**

Grantee(s): City of Seattle

Grantor(s): STATE OF WASHINGTON, acting by and through the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), and/or the Recreation and Conservation Funding Board

Abbreviated  
Legal

Description: SW ¼ of NE ¼ Sec. 24 Twp 21, N.R. 5 E., WM, Expt. Rd No. 212 and N 30 ft Rd

Assessor's Property Tax Parcel Number: 2421059004

THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Seattle ("Grantee") the following Release of Deed of Right:

WHEREAS, by instrument dated June 22, 1971, and recorded on June 30, 1971, Auditor's File No. 7106300648 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to outdoor recreation purposes forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Model Neighborhood Camp, Project Number 69-150A and executed by Grantor on June 9, 1970 and by the Interagency Committee on May 5, 1970 (the "Agreement");

WHEREAS, Grantee desires to remove the Deed of Right from the Property, as described herein; and

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal of the covenants and restrictions set forth in the Deed of Right, as set forth herein;

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands and forever releases said lands from the restrictions and covenants contained in the aforesaid Deed of Right. The Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference.

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Dated this \_\_\_\_ day \_\_\_\_\_, 2021.

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

Deputy Director, Washington State Recreation and Conservation Office

STATE OF \_\_\_\_\_ )  
WASHINGTON ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Deputy Director of the Washington State Recreation and Conservation Office, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Washington State Deputy Director of the Recreation and Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment expires

\_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT COUNTY ROAD NO. 212;  
ALSO EXCEPT THE NORTH 30 FEET FOR ROAD AS CONVEYED TO KING  
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY  
DEED RECORDED UNDER RECORDING 20050218001287.

Upon Recording, Please Return To:  
Washington State Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Myra Barker

**REPLACEMENT PROPERTY  
DEED OF RIGHT TO USE LAND FOR  
PUBLIC OUTDOOR RECREATION PURPOSES**

**Rainier Charlestown Property**

Grantor: City of Seattle

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON  
STATE RECREATION AND CONSERVATION FUNDING BOARD and the  
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,  
including any successor agencies

Abbreviated  
Legal

Description: Hillmans CD Rainier Blvd Garden, Plat Block 44, Plat Lots 5-16

Assessor's Property Tax Parcel Number(s): 335740-0055

Reference Numbers of Related Documents:

The Grantor grants this Replacement Property Deed of Right to Use Land for Public Outdoor Recreation Purposes (the "Deed") for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account. Such grant is made pursuant to the Grant Agreement

entered into between the Grantor and the Grantee entitled Model Neighborhood Camp (Red Barn Ranch), Project Number 69-150A signed by the Grantor on the 9<sup>th</sup> day of June and the Grantee the 5<sup>th</sup> day of May, 1970 (the "Grant Agreement") and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the replacement property, as approved by the Grantee for a conversion, at Rainier Charlestown Property, and as described in Exhibit A (Legal Description) and depicted in Exhibit B (Property Map) (the "Property") for park purposes, consistent with the Grant Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with outdoor recreation purposes and the Grant Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Property for compliance with the terms of this Deed and the Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Grant Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the

Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Property from what it would be without them.

For purposes of this Deed the Grant Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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**EXHIBIT A**  
**Legal Description**

STATUTORY WARRANTY DEED NO. 20160707001229

PARCELS A, B, C, F AND G

LOTS 5 THROUGH 8 AND LOTS 13 THROUGH 16, INCLUSIVE, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

STATUTORY WARRANTY DEED NO. 20111229002432

PARCEL E

LOTS 9 AND 10, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

JUDGMENT RECORDING NO. 20190312000535

PARCEL D

LOTS 11 AND 12, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

Draft - Not for Recording

**EXHIBIT B**  
**Property Map\***



**\*To be replaced in final deed with survey map**

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Parks and Recreation	Max Jacobs/206-930-0929	Anna Hurst 206-733-9317

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City-owned real property known as the Red Barn Ranch and to the future North Rainier Park; authorizing the Superintendent of Parks and Recreation to execute documents removing recreational covenants from the Red Barn Ranch; and placing a restrictive covenant onto the North Rainier landbanked development property.

**Summary and background of the Legislation:** The City owns an approximately 38-acre property about 30 miles southeast of Seattle (in unincorporated King County, near Auburn) called the Red Barn Ranch, which Seattle Parks and Recreation (SPR) acquired in the early 1970's to serve as a youth camp. As with many park acquisitions, SPR acquired the Red Barn Ranch property using funds from state and federal open space programs administered by the Washington State Recreation and Conservation Office (RCO). These funds were granted the City on the condition that the Red Barn Ranch property be used permanently for public outdoor recreation, formalized by recording a restrictive covenant against the property which RCO called a "Deed of Right to Use Land for Public Recreation Purposes" as to the state funding program, along with an additional Deed as to the federal program.

As detailed in the Ordinance, the City renovated the property in 1971 and 1972, then operated it as a camp until 1983 when operating costs, logistical challenges, and budget constraints required closing the facility. Over the years since, SPR engaged partners to provide recreation and educational programming on the property. These included a conference and recreation center from 1985 to 1987, then a multipurpose education program run by the Auburn School District from 1988 to 1991. The site was closed from 1991 to 1994, after which the City engaged Camp Berachah Ministries to manage the property through a series of annual permits from 1995 to 2011, after which, from 2011 to 2014, the City entered into an agreement allowing Camp Berachah to continue operating a recreational camp while also permitting the Seattle Tilth Association (now Tilth Alliance) to operate a demonstration garden, farm incubator, and farming education programs. Camp Berachah ceased operations in 2014, leaving Tilth Alliance operating the property alone until 2018. The property has been vacant since then.

While these programs benefitted the public, they were not squarely within SPR's or the City's mission or service delivery model. Therefore, SPR has been exploring the idea of disposing of the property, with early analysis of the possibility of transferring the property to King County, in part because another governmental entity could retain the recreational deeds on the land. This effort was not successful, so a broader range of disposition options is needed.

Because of the RCO funding condition, the first step toward disposition is obtaining RCO approval to release its recreational deed. (The RCO also serves as SPR's contact to obtain federal concurrence to release the companion federal recreational deed.) That, in turn, requires SPR to offer an undeveloped replacement property onto which the Red Barn Ranch recreational deed could be transferred. SPR has done that, offering to encumber SPR property in the Rainier Valley (North Rainier landbank site) that is to be developed into a new neighborhood park. (Council approved accepting a development grant for this project under Resolution 31950 in 2020.) RCO approved the deed transfer in January 2021. Legislation now is required to release the recreational deeds from the Red Barn Ranch property and place a new recreational deed onto the North Rainier Park property.

This first step clears the way for a process by which to determine the best use or ultimate disposition of the Red Barn Ranch property. Future legislation will be presented regarding those later decisions.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

Possibly, yes. SPR could determine that some site stabilization work needs to be done before the property is eventually transferred to an outside party. Such work could include demolishing existing buildings that are no longer usable and/or repairing or upgrading structures or systems that are usable. SPR will assess future costs when the actual scope of work is known, which may require additional funding as part of a future supplemental or budget process.

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

Yes, not releasing the recreational deeds now means SPR must continue to maintain the property for public recreation purposes, requiring ongoing operating and maintenance costs. In addition, in order to release the Red Barn Ranch recreational deeds in the future, SPR would have to either acquire a new replacement site, which it does not currently have budget to do, or forego up to \$1.5M in development grant funds on the North Rainier property so that the property could remain eligible as a replacement site.

## 4. OTHER IMPLICATIONS

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

This legislation will not immediately affect any other department. Future decisions regarding the property, including a possible future disposition, would involve other departments,

including Finance and Administrative Services, which would at a minimum update the City's real property inventory to reflect the changed status of the Red Barn Ranch property. Other departments also could be asked to assist in the disposition process.

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

Yes, RCW 35.21.960 requires a public hearing before adopting legislation releasing a deed. The hearing will be held before the Council Committee votes on the legislation.

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

RCW 35.21.960, regarding release of a covenant, requires posting on the City's website notice of the public hearing 10 days before the hearing, and providing a press release to local newspapers. Such notice was posted as required, and a press release will have been timely sent to the *Seattle Times*. A record of the press release will be provided at the Committee meeting.

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

Yes, maps are included as attachments to the legislation.

**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?**

This legislation releases recreational deeds that constrain the way the City can utilize the Red Barn Ranch property to advance Race and Social Justice goals. This legislation creates the opportunity to put the property to new use serving communities of color. Transferring the recreational deed to the North Rainier property has minimal impact to that property because (1) the property will be encumbered by additional recreational grants relating to its development funding; and (2) while RCO recreational deeds usually preclude most types of development on park land, RCO has agreed to allow flexibility for some future development to ensure the community's future needs for the property can be addressed.

This legislation involves the public notice described in 4b above, but there is no other public outreach planned at this time. Future uses of the Red Barn Ranch property will be developed based on Racial Equity Toolkit analysis and significant public outreach, which will be designed to reach non-English speakers.

**f. Climate Change Implications**

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

No.

**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.**

No.

- 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 does not include a new initiative or programmatic expansion.

**List attachments/exhibits below:**

Summary Attachment A - Maps

# Red Barn Ranch



King County, EagleView Technologies, Inc.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



**King County**

Date: 3/15/2021

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



# North Rainier Landbank Site



King County, EagleView Technologies, Inc.

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**King County**

Date: 3/15/2021

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# North Rainier Landbank Site - Vicinity



King County, EagleView Technologies, Inc.

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**King County**

Date: 3/15/2021

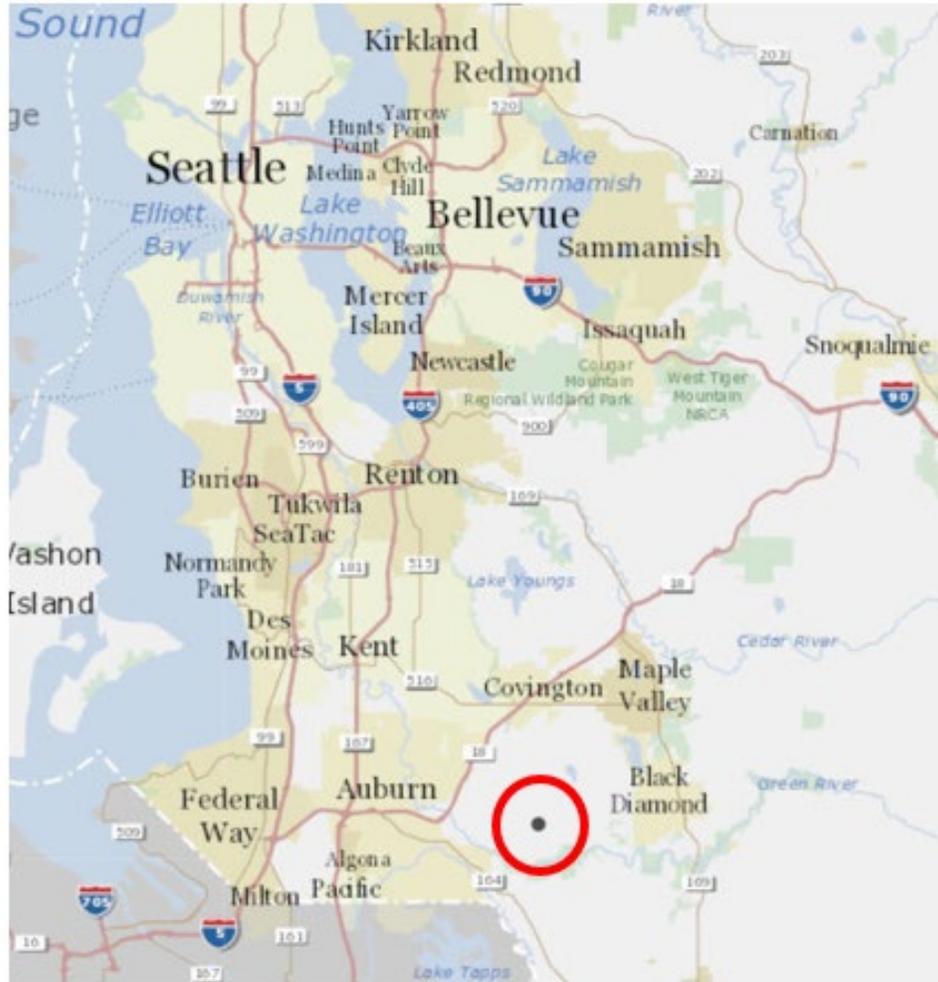
This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

# Red Barn Ranch Recreational Covenant Transfer

City Council Public Assets and Native Communities Committee



# Red Barn Ranch Property



# Description and History

*39-acre site, developed for recreational camp, with farm space*

- **1970:** City purchased Property with RCO funding
- **1971-83:** SPR renovated property & operated youth camp
- **1983-1994:** Site used for contracted recreation uses and education programming, with periodic site closures
- **1995-2011:** Camp Berachah operated equestrian camp
- **2011-14:** Camp Berachah & Seattle Tilth incubator farm
- **2014-18:** Seattle Tilth farm operations alone
- **2018-present:** Site vacant



# What is a Recreation Covenant?

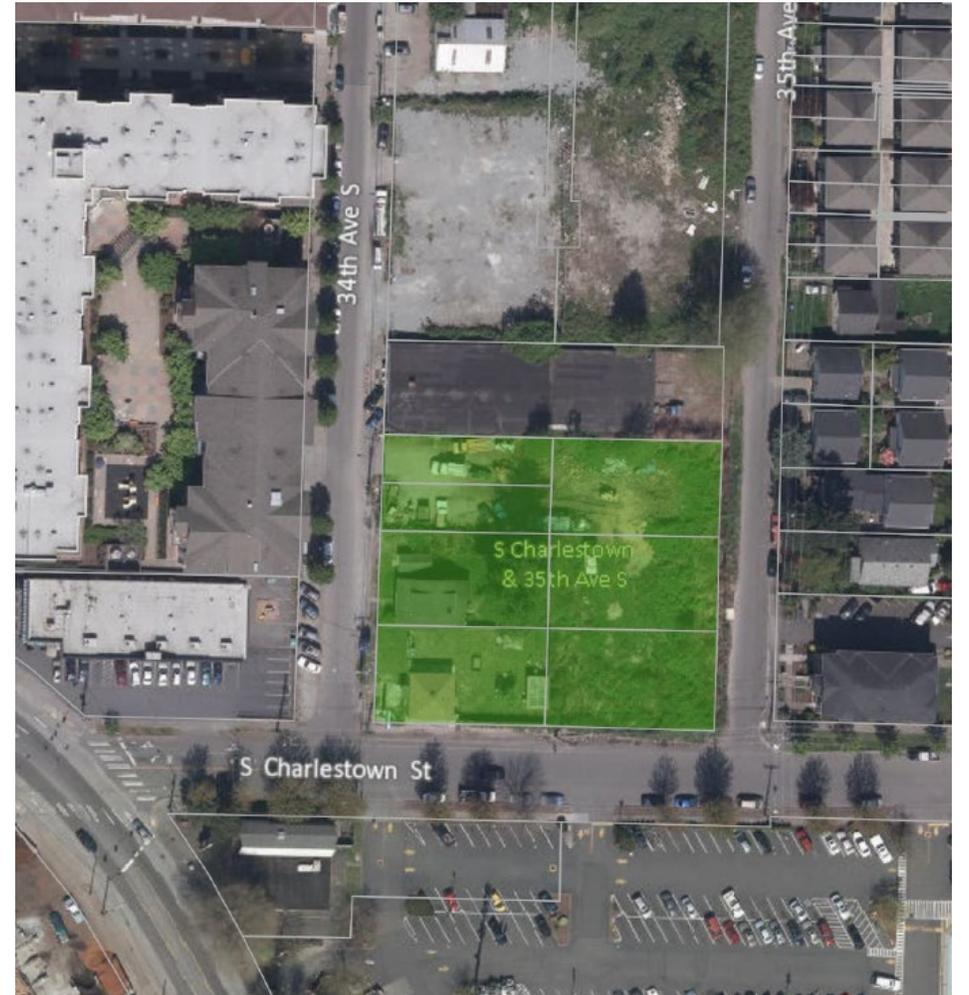
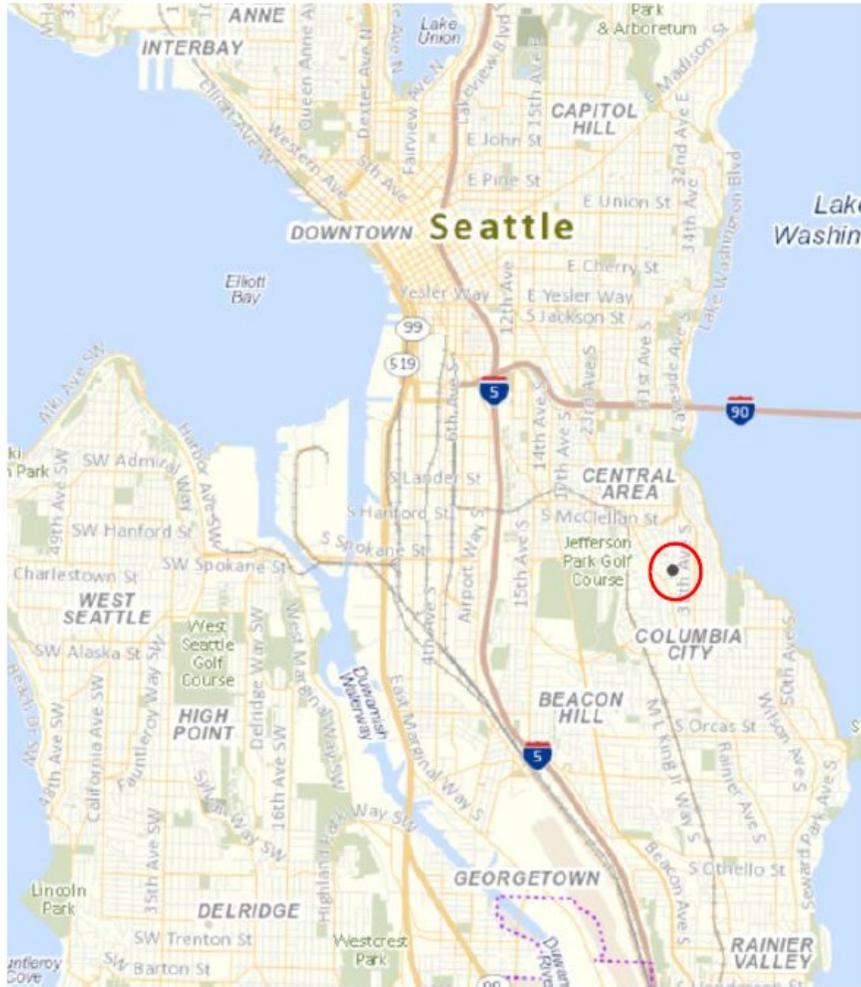
- Specifies use of land for **public outdoor recreation purposes** only, intended to protect public outdoor recreation and park resources
  - Limits the construction of on-site structures in favor of outdoor uses
- Requires provision of **public access** to the property
  - Does not preclude reasonable access/use restrictions necessary for safe and effective management of the property



# Today's Action: Covenant Transfer

- In January 2021, RCO Board approved covenant transfer from Red Barn Ranch to the to-be-developed North Rainier park property
- **Today's action to formalize transfer:**
  - Release existing recreational deeds from Red Barn Ranch property
  - Record new recreational deed on North Rainier property
  - Aligns with development plan for this property
- **This covenant transfer opens the door for:**
  - North Rainier grant receipt and site development (consistent RCO use guidelines)
  - Future creative uses of Red Barn Ranch property (beyond recreation uses)

# Transfer Site: North Rainier Property



# What's Next for Red Barn Ranch

- SPR has engaged a consultant to conduct a feasibility study of possible on-site stabilization to ensure property is safe for future user(s)
- Next steps include:
  - Design and implement a community visioning process to inform long-term use of site
  - Conducting restoration work on-site
  - Scoping major maintenance/stabilization
  - Conduct legal analysis regarding future use



# Summary of Action Requested Today

- Approve transfer of recreation covenant from Red Barn Ranch to North Rainier site to:
  - Allow consideration of a broader set of possible future uses at Red Barn Ranch
  - Enable North Rainier development to proceed on time



Legislation Text

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**File #:** CB 120033, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to execute and accept from Seattle School District 1, on behalf of The City of Seattle, a Reciprocal Right of Entry License Agreement concerning Helene Madison Pool (Ingraham High School) and Southwest Teen Life Center and Pool (Chief Sealth High School).

WHEREAS, The City of Seattle’s Seattle Parks and Recreation Department (“City”) and Seattle School District 1 (“District”) have cooperated in shared use of grounds and facilities, including parking lots, at their adjacent facilities: Helene Madison Pool and Edward S. Ingraham High School, and Southwest Teen Life Center and Pool and Chief Sealth International High School, under separate reciprocal agreements entered into in 1958 and 2004 by the Board of Park Commissioners and the Seattle School Board of Directors (“Agreements”); and

WHEREAS, the prior Agreements have expired, and both the City and the District wish to cooperate on shared access to their adjacent facilities; and

WHEREAS, the District has expanded and remodeled Edward S. Ingraham High School and wishes to continue using Helene Madison Pool auxiliary parking lot for students and staff; and

WHEREAS, the City wishes to continue using the parking lot at Chief Sealth High School for users of the Southwest Teen Life Center and Pool; and

WHEREAS, the City has agreed to allow the District’s use of the Helene Madison Pool auxiliary parking lot for parking during school hours, and the District will allow the City’s use of a portion of the Chief Sealth High School parking lot for parking anytime during the day; and

WHEREAS, the District and City appraised their properties and determined that parking access at Helene Madison Pool has equivalent value to parking access at Chief Sealth High School; and

WHEREAS, the District and City wish to execute a new agreement to define terms, conditions, maintenance responsibilities, insurance, and liability protections for their mutual benefit, and establish a fixed term and a method for extension or termination; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation (“Superintendent”) or the Superintendent’s designee is hereby authorized on behalf of the City of Seattle (“City”) to execute a Reciprocal Right of Entry License Agreement (“Agreement”) with Seattle School District No. 1 (“District”), substantially in the form of Attachment 1 to this ordinance.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within 10 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:**

**Attachment 1 - Reciprocal Right of Entry License Agreement Concerning Ingraham High School and Helene Madison Pool and Related Properties Chief Sealth High School and Southwest Teen Life Center and Pool**

## **ATTACHMENT 1**

### **RECIPROCAL RIGHT OF ENTRY LICENSE AGREEMENT**

#### **Concerning**

#### **Ingraham High School and Helene Madison Pool and Related Properties Chief Sealth High School and Southwest Teen Life Center and Pool**

#### **Parks to District and District to Parks**

THIS RECIPROCAL RIGHT OF ENTRY LICENSE AGREEMENT (“Right of Entry Agreement” or “Agreement”) is made between SEATTLE SCHOOL DISTRICT NO. 1, (hereinafter called “District”), and the CITY OF SEATTLE, acting through its SEATTLE PARKS AND RECREATION DEPARTMENT (hereinafter called “City” referring to the corporate entity, or “SPR” referring specifically to the department of the City), hereby grant to each other the right to occupy, maintain, and use the other party’s property subject to the terms and conditions of this Right of Entry. Premises are legally described on Exhibit A, attached hereto.

Whereas, the District and SPR have previously cooperated in shared use of parking lots and grounds at their adjacent properties; and

Whereas, the District and SPR executed an agreement on July 1, 2004 allowing SPR to use a parking lot owned by District located at Chief Sealth High School (“Chief Sealth Property”) to serve the Southwest Teen Life Center and Pool; and

Whereas, the District and SPR executed an agreement on April 18, 2017 allowing the District to use a parking lot owned by the City located at Helene Madison Pool (“Madison Property”) to serve Ingraham High School; and

Whereas, both SPR and the District agree that the cooperative reciprocal use of the Chief Sealth Property and Madison Property has been mutually beneficial and desire to continue this use; and

Whereas, both the July 1, 2004 agreement and April 18, 2017 agreement have expired, the parties have agreed to enter into a new Right of Entry Agreement addressing the use of both properties; and

Whereas, the District and SPR agree to continue this mutually beneficial reciprocal use of the properties contingent on the continued delivery of mutual benefits to the District and its students and staff and to the City, its SPR users, and general public; and

Whereas, the District and SPR appraised the properties and determined that use rights for the Chief Sealth Property and Madison Property are of equivalent value and that exchange of rent is not required; and

Whereas, the District and SPR desire to enter into this Agreement in consideration for the mutual exchange of value in the form of reciprocal use rights for the Properties and associated public benefits to the District and the City; and

Whereas, the Seattle School Board, through policy 6882, has authorized the District to enter into a new Reciprocal Right of Entry License Agreement to continue its use and occupancy of the Properties per School Board; and

Whereas, the Seattle City Council, through Ordinance \_\_\_\_\_, has authorized SPR to enter into a new Right of Entry License Agreement to continue its use and occupancy of the Properties.

NOW, THEREFORE, District and SPR agree as follows:

#### **I. DEFINITIONS**

- A. "Chief Sealth Property" means the property comprising the parking lot of Chief Seattle High School described in Exhibit A, which is incorporated into this Agreement.
- B. "Madison Property" means the property comprising the parking lot of the Helene Madison Pool described in Exhibit B, which is incorporated into this Agreement.
- C. "Properties" means the Chief Sealth Property and Madison property together and "Property" means the Chief Sealth Property or Madison Property individually.
- D. "Parties" means the City and the District together and "Party" means the City or the District individually.
- E. "Owner" means the Party who owns and has jurisdiction over the Property. For purposes of this Agreement, the District is Owner of the Chief Sealth Property and the City is Owner of the Madison Property. When used without modifier, the Owner shall be a collective noun meaning both the District in its capacity as owner of the Chief Sealth Property and the City as owner of the Madison Property.
- F. "User" means the Party granted access to the Property under the terms and conditions of this Agreement. For purposes of this Agreement, the City is User of the Chief Sealth Property and the District is User of the Madison Property. When used without modifier, the User shall be a collective noun meaning both the District in its capacity as Party granted use rights to the Madison Property and the City in its capacity as the Party granted use rights to the Chief Sealth Property.
- G. "License" means a right to do something to or on another's property.

## 2. USE OF PREMISES

A. The District hereby agrees to allow the City to use the Chief Sealth Property for SPR parking lot purposes for the Southwest Teen Life Center and Pool subject to the terms and conditions of this Reciprocal Agreement.

B. The City hereby agrees to allow the District to use the Madison Property for parking lot purposes for Ingraham High School subject to the terms and conditions of this Reciprocal Agreement.

## 3. ACCESS TO PREMISES

For the term of this Reciprocal Agreement, District assures the City and the City assures the District that both vehicular and pedestrian access to the Properties will continue and be equal to that existing at the time of the execution of this Agreement. If at any time during the term of this Agreement, either Owner makes alterations to its ownership of grounds adjoining its Property that have the effect of also altering access to its Property, Owner agrees to make reasonable efforts to incorporate access for the User comparable to that existing at the time of execution of this Agreement.

## 4. PARKING

### a. Southwest Teen Life Center and Pool /Chief Sealth High School

The City shall have authority to allow general public use, District use or to schedule special use (such as group activities or special events) of the Chief Sealth Property, at its sole discretion. The District may schedule up to 30 events each year using as much of the Chief Sealth Property as required, provided notice and arrangements as further defined in this paragraph are followed.

Notice to SPR of planned events with appropriate details will be provided as is consistent with the Seattle Public Schools & Seattle Parks and Recreation Joint Use Agreement each year to both the Coordinator of the Southwest Teen Life Center and Pool and the Parks Joint Use scheduling staff person. SPR acknowledges that the District's Master Use Permit (MUP) governing the athletic field complex requires that Parking be available and that these MUP conditions may require closing some or all of the Property to SPR use during such events.

### b. Helene Madison Pool/Ingraham High School

The District shall be allowed to use the Madison Property, including 185 parking stalls, for eight hours per day, 185 days per year for use by Ingraham High School students and staff, subject to such restrictions as the District may place on student and staff use (the eight hours per day restriction corresponds with school hours, Monday through Friday and 185 days per year corresponds with the school calendar). The Madison Property will be available to the general public using Helene Madison Pool, on a space-available basis during school hours. The Madison Property will be open and available for use by the general public using Helene Madison Pool or visiting the park grounds

during park hours except for normal school hours. In addition, the District anticipates requesting the use of stalls six Friday evenings a year.

#### **5. BUSINESS PURPOSE**

Each Property is to be used by the User only for parking and access to adjoining facilities and events, and for circulation, including the pedestrian circulation, staff parking, and service deliveries. The Properties may be used by User for no other purpose. Any change in use shall require the District or SPR Ownership approval, which shall not be unreasonably withheld.

#### **6. TERM**

The term of this Agreement shall be 30 years and shall commence on the first day the agreement is fully executed (“Commencement Date”) and shall terminate 30 years from the commencement date (“Termination Date”). This Agreement may be extended for another 30 years upon mutual consent of the Parties. Either Party shall notify the other in writing at least 180 days prior to the termination date of its intention to request extension of this Agreement.

#### **7. INSPECTION AND ALTERATIONS**

In their capacity as User, the District and SPR have had access to both Properties, have inspected the Properties, and accept the Properties “AS IS” in their present condition. The User may alter and improve the Property at their expense, consistent with its permitted use, and with advance approval by the Owner. User work may be undertaken only after obtaining written approval from the Owner and making all arrangements the Owner determines is necessary to accommodate work, including provisions for access, delivery of materials, interruption of utility service, and noise. The Owner may withhold approval for any alterations which have been determined to adversely affect the Owner’s operations.

EXCEPT in the case of an emergency affecting the Property, notice shall be given by the User to the Owner sixty (60) days prior of intent to make any alteration that could impact use of the remainder of the school building and grounds. Alteration plans must be provided to the Owner and specifications for any alterations, additions, renovations or improvements to the Property.

During the term of this Agreement, the Owner shall have the right to enter and inspect the Properties at all times.

No alterations, additions, renovations or improvements in or to the Property shall be made without first obtaining the written consent of the Owner of that Property. All alterations, additions, renovations and improvements shall be at the sole cost and expense of the User and shall become a part of the real property and belong to the Owner and shall remain in and be surrendered with the Property as a part thereof at the termination of this Agreement, or be removed from the Property by the User at the sole discretion of the Owner. The User further agrees to indemnify, defend, and hold the Owner and the Property free and harmless from, and against, any and all damages, injuries, losses, liens,

costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. Owner reserves the right to review and approve the User's plans, specifications and contractor and, further, the Owner reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that the User appropriately bond the same, as the Owner may deem reasonably appropriate.

The User acknowledges and agrees that the Owner shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Property or to determine if any alterations are necessary in order for the User conduct its business. If any federal, state, or City department or agency determines that certain alterations, additions, renovations or improvements are required to permit the User to use the Property for its business purpose(s), the Owner shall have no obligation to make such changes. If the User is unable, in its sole judgment, to make such changes, then this Agreement shall be terminated. In such case, the Owner may, at its option, decide to require the User to leave in place any alterations, additions, renovations or improvements or remove any portion or all, at the User's cost.

#### **8. SIGNS OR ADVERTISING**

With Owner approval, the User may install signage on the Property to identify User programs and activities, and to provide information or notice of regulation for the orderly operation thereof.

The Owner and User shall cooperate in placing signage that identifies the Property as a User facility and directs the public thereto.

#### **9. MAINTENANCE and UPKEEP of the PREMISES**

The User shall be responsible for all maintenance, repair, and day-to-day upkeep of the Property, except for damages caused by the Owner, its agents, employees, customers, visitors and invitees. The User shall employ qualified personnel for maintenance, who shall be licensed, if such is required by applicable law or ordinance.

In the event the User fails to maintain the Property in good order, condition and repair, the Owner shall give the User notice to do such acts as are reasonably required to so maintain the Property. In the event the User fails to commence such work within ten (10) days of notice and to diligently prosecute it to completion, then the Owner shall have the right, at its option and in addition to all other remedies, to do such acts and expend such funds to maintain the Property and to invoice the User and the User shall reimburse the Owner for reasonable costs incurred. The Owner shall have no liability to User for any damage, inconvenience or interference with the use of the Property by the User as a result of performing any such work. Nothing herein shall require the User to maintain the Property in a better condition than that of the average District or SPR facility of an equivalent type.

#### **10. COMPLIANCE WITH LAWS and WITH DISTRICT POLICIES**

The User shall comply fully with all federal and state statutes and City ordinances and comply fully with all Seattle School Board policies now or hereafter in force with

respect to the Property and the User's activities thereon provided that such policies are consistent with current laws or regulations.

#### **11. OWNER USE OF PREMISES**

The Owner may request use of the Property or portion thereof for Owners activities through the application procedures of the Joint Use Agreement between SPR and Seattle Public Schools as described in Section 3 (Parking) of that agreement herein.

#### **12. LIENS AND ENCUMBRANCES**

User shall keep the Property free and clear of any liens and encumbrances arising out of User's use or occupancy of same. At the Owner's request, the shall furnish the Owner with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Owner's property.

#### **13. HAZARDOUS SUBSTANCES**

The User shall not allow the use or storage of hazardous substances on the Property other than those reasonably necessary for operating the facility. In the event User brings into or uses hazardous substances on the Property, User shall, at its sole cost, dispose of all hazardous substances that it brings into the Property. User shall be responsible for complying with all federal, state and local laws and regulations regarding the handling and disposing of hazardous substances. In no instance shall User allow the release or disposal of hazardous substances in the Property, or in the remainder of the Owner's building, or grounds.

#### **14. INDEMNIFICATION**

- 14.1 User to Indemnify Owner: Except as provided in Paragraph 14.3 hereof, the User shall indemnify and hold the Owner harmless from any and all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any negligent, reckless, or intentionally wrongful act or omission of the User or any of its officers, employees, agents or invitees on the Property; and if, as a consequence of any such act or omission, any suit or action is brought against the Owner, the User, upon notice of the commencement thereof, shall defend the same at no cost and expense to the Owner, and promptly satisfy any final judgment adverse to the Owner; provided that in the event the Owner determines that one or more principles of governmental or public law are involved, the Owner retains the right to participate in such action.
- 14.2 The indemnification provided pursuant to paragraph 14.1 hereof, shall not apply to the extent of the indemnitee's negligence.
- 14.3 Prorating of Costs and Expenses in Event of Joint Liability: In the event that both parties are held to have been or agree to be treated as having been jointly liable in any suit arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the relative degrees of their liability.

- 14.4 Waiver of Immunity and Liability Limitations Regarding Industrial Insurance: For purposes of this Agreement only, each of the parties hereto specifically and expressly waives, with respect to the other, its immunity and limitations on liability under any industrial insurance legislation including but not limited to Title 51 RCW and acknowledges that this waiver was specifically entered into after mutual negotiation.
- 14.5 The indemnification obligations set forth in this Section 14 shall survive the expiration or earlier termination of this Agreement.

#### **15. PROPERTY INSURANCE/LIABILITY**

Parties acknowledge that both SPR and the District are self-insured, and the District does not require further evidence of insurance for purposes of this Agreement.

#### **16. DAMAGE OR DESTRUCTION or DECLARATION AS SURPLUS**

- 16.1 In the event the Property are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, neither the District nor SPR shall be required to repair or rebuild the same.
- 16.2 In the event the Owner's property or the improvements thereon are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the Property unusable the User may, at its option, repair or rebuild the Property or terminate this Agreement by written notice thereof to the Owner.
- 16.3 In the event that the Property are damaged in substantial part thereof or destroyed to such an extent that, in the opinion of the Owner, it is not practical to repair or rebuild, the Owner may terminate. In such event, Owner agrees to discuss replacement facilities in good faith.
- 16.4 In the event the property is declared to be surplus; and the Owner decides to sell the property, this Agreement shall terminate.

#### **17. EARLY TERMINATION**

In the event Owner determines at any time during the term of this Agreement that the Property are required for Owner programs, this Agreement shall be subject to cancellation by the Owner upon ninety (90) days' written notice to the User.

#### **18. SURRENDER OR REMOVAL OF IMPROVEMENTS**

Upon expiration of this Agreement or subsequent extensions of this Agreement, the Property shall be surrendered to the Owner in good condition. At the sole discretion of the Owner, the Property may be required to be returned to its condition as a parking lot as it existed at the time of execution of this Agreement, at the expense of the User. Alternately, at the discretion of the Owner, all alterations, additions, renovations and improvements made by the User may become a part of the real property and belong to the Owner and may remain in and be surrendered with the Property as a part thereof at the termination of this Agreement or be removed from the Property by the User at no cost to the Owner. Removal of the improvements must not unreasonably disturb the remainder of the building or

grounds or leave the building or the grounds in a condition that could be hazardous or injurious to the public.

**19. COST AND ATTORNEY’S FEES**

If, by reason of any default or breach hereunder by the Owner or by the User, it becomes necessary to institute suit, the prevailing party in such suit shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable attorney’s fees for the prevailing party in such suit, together with taxable costs.

**20. NONWAIVER OF BREACH**

The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such other covenant or agreement, but the same shall be and remain in full force and effect.

**21. SUCCESSORS and ASSIGNMENT**

All the covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the District and SPR and their respective successors and assigns.

The User shall not transfer or assign this Agreement, in whole or in part, or sublet the Property or any part thereof.

**22. NOTICES**

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Agreement by either party to the other shall be in writing and shall be served upon the other party or sent by certified mail, return receipt requested, postage prepaid and addressed as follows, or to such other place as the Owner or SPR may designate from time to time.

To SPR, addressed to:  
Seattle Parks and Recreation  
Property Management  
300 Elliott Avenue West; Suite 100  
Seattle, WA 98119

To District, addressed to:  
Seattle School District  
Property Management Office, MS 23-365  
PO Box 34165  
Seattle, WA 98124-1165

**23. MISCELLANEOUS**

23.1 The paragraph and section heading hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

- 23.2 Time is of the essence in this Agreement.
- 23.3 If any portion of this Agreement shall be deemed void, illegal or unenforceable, the balance of this Agreement shall remain valid.
- 23.4 This Agreement shall be interpreted under the laws of the State of Washington.
- 23.5 The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE PARKS AND RECREATION

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

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

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

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

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

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

STATE OF WASHINGTON            )  
  )  
COUNTY OF KING                )        ss.

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 SEATTLE PARKS AND RECREATION, a Washington Municipal Corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(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            )  
  )  
COUNTY OF KING                )        ss.

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 SEATTLE SCHOOL DISTRICT NO. 1, a Washington Municipal Corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

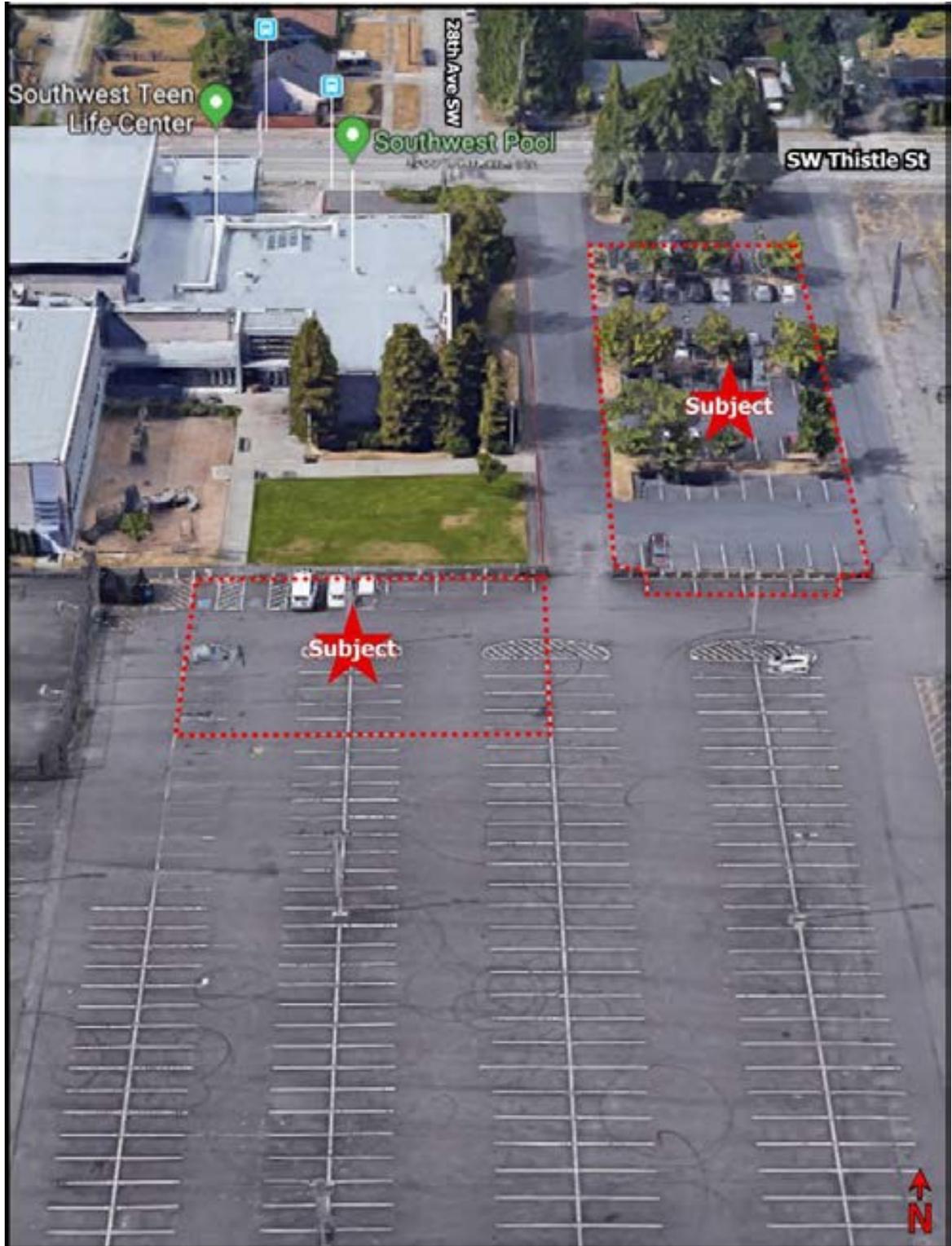
**Exhibit A: Legal Description of Chief Sealth Parking Lot serving the Southwest Teen Life Center and Pool (“Chief Sealth Property”)**

The District hereby leases to SPR and SPR hereby leases from the District the grounds described as:

That portion of the southeast ¼ of the northwest ¼ of Section 36, Township 24 North, Range 3 East, WM, in King County, Washington, described as follows:

Beginning at a concrete monument at the northwest corner of said southeast ¼; thence south 89°57'26" east along the north line of said southeast ¼ a distance of 463.00 feet; thence south 0°02'34" west a distance of 30.00 feet to the south margin of SW Thistle Street; thence south 89°57'26" east along said south margin a distance of 242.00 feet; thence south 0°02'34" west a distance of 258.00 feet to the true point of beginning; thence north 89°57'26" west a distance of 150.00 feet; thence south 0°02'34" west a distance of 71.75 feet; thence south 89°57'26" east a distance of 200 feet; thence north 0°02'34" east a distance of 71.75 feet, to a point which lies south 89°57'26" east, 50.00 feet from the true point of beginning; thence north 89°57'26" west a distance of 50.00 feet to the true point of beginning.

(Containing 14,350 square feet or .33 acres)



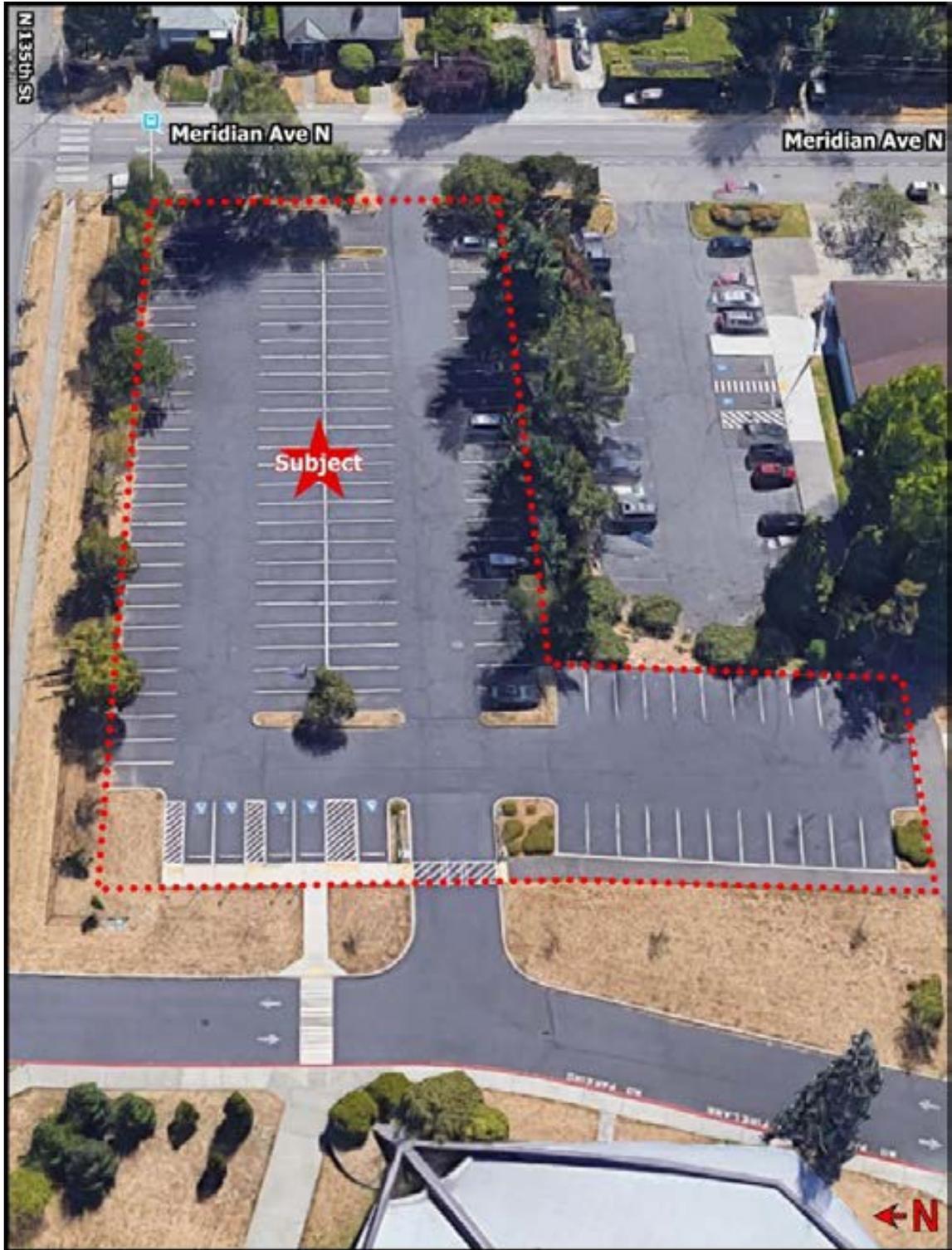
A-1

**Exhibit B: Legal Description of Helene Madison Pool Parking Lot serving Ingraham High School (“Madison Property”)**

SPR hereby leases to the District and the District hereby leases from SPR the property described as:

That portion of the E ½ of the NE ¼ of the NE ¼ of the SE ¼ of Section 19, Township 26N, Range 4E, W.M., situate in King County, Washington, beginning at a point N 0°05'53" W 286.06 feet from the SW corner of said subdivision; thence continuing N 0°05'53" W along the west line of said subdivision 348.65 feet to the south margin of North 135th Street; thence S 89°52'35" E 302.84 feet along said south margin to an intersection with the west margin of Meridian Avenue North; thence S 0°04'05" E 140 feet along said west margin; thence N 89°52'35" W 200 feet; thence S 0°04'05" E 160 feet; thence S 64 °38'53" W 113.11 feet, to the true point of beginning.

(containing 60,432 square feet or 1.39 acre, more or less)



B-1

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Parks and Recreation	Lise Ward/733-9106	Anna Hurst/733-9317

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

**1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE authorizing the Superintendent of Seattle Parks and Recreation to execute and accept from Seattle School District 1, on behalf of The City of Seattle, a Reciprocal Right of Entry License Agreement concerning Helene Madison Pool (Ingraham High School) and Southwest Teen Life Center and Pool (Chief Sealth High School).

**Summary and background of the Legislation:** This proposed legislation authorizes Seattle Parks and Recreation (SPR) to enter into a reciprocal agreement with the Seattle School District #1 (District) at Helene Madison Pool (Ingraham High School) and Southwest Teen Life Center and Pool (Chief Sealth High School). SPR and the District have cooperated in shared use of grounds and facilities, including parking lots, at many adjacent facilities. SPR and the District have shared parking at Helene Madison Pool and Ingraham High School; and Southwest Teen Life Center and Pool and Chief Sealth High School, under separate reciprocal agreements that have both expired.

Both SPR and the District would like to renew the agreements. The District has expanded and remodeled Ingraham High School and has requested continued use of the Helene Madison Pool auxiliary parking lot for students and staff. SPR would like to continue to use the parking at Chief Sealth High School for users of the Southwest Teen Life Center and Pool.

The new Reciprocal Right of Entry License Agreement will allow the District's use of the Helene Madison Pool auxiliary parking lot for parking during school hours and will allow the City's use of a portion of the Chief Sealth High School parking lot for parking anytime during the day. An appraisal was done to ensure that the value of the two parking arrangements was equal.

**2. CAPITAL IMPROVEMENT PROGRAM**

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

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

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

No

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

Without this agreement, SPR would have to pay for using District parking at the SW Customer Service Center and Pool.

#### **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, See maps attached.

**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?**

This agreement will provide more parking for the Southwest Teen Life Center/Pool, which is located in a typically underserved community.

**f. Climate Change Implications**

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

No

**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.**

No

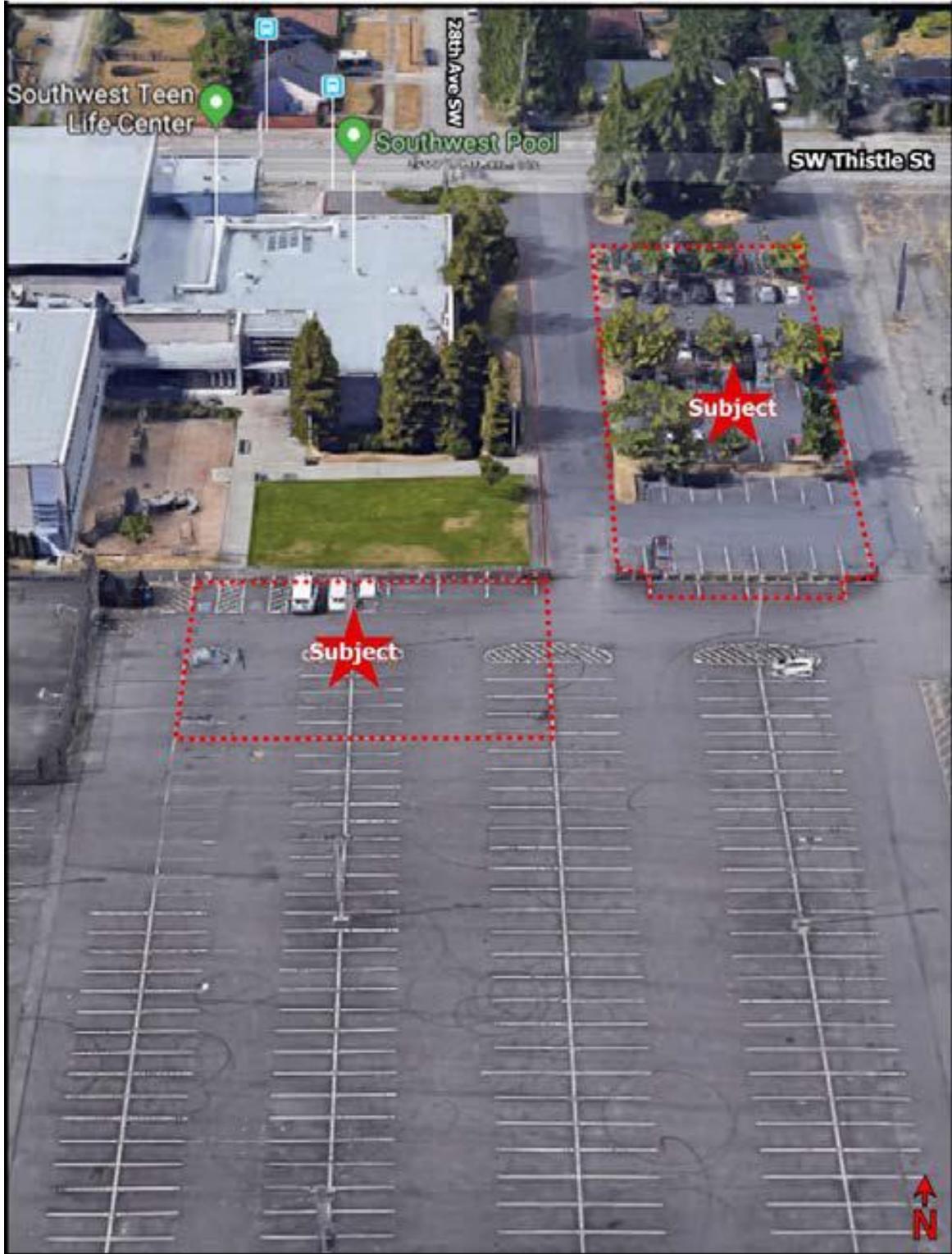
**g. Program goals: N/A**

**List attachments/exhibits below:**

Summary Attachment A: Southwest Teen Life Center and Pool Parking

Summary Attachment B: Helene Madison Pool Parking

### Summary Attachment A Southwest Teen Life Center and Pool Parking



### Summary Attachment B Helene Madison Pool Parking



# Reciprocal License Agreement for Parking

Seattle Parks and Recreation  
Seattle Public Schools

City Council Public Assets and Native Communities Committee

May 4, 2021

Seattle Parks and Recreation



City of Seattle **75**

# Renewal of Agreement to Share Parking

Seattle Parks & Recreation and Seattle Public Schools seek to renew agreements to share parking at 2 locations:

- Helene Madison Pool / Ingraham HS
- Southwest Teen Life Center and Pool / Sealth HS

SPR and SPS share use of grounds and facilities, including parking lots, at many adjacent facilities throughout city.

Ingraham HS students and staff would continue to use Madison Pool auxiliary parking lot during school hours.

Users of the Southwest Teen Life Center and Pool would continue to use the parking at Chief Sealth HS.



# Property Locations

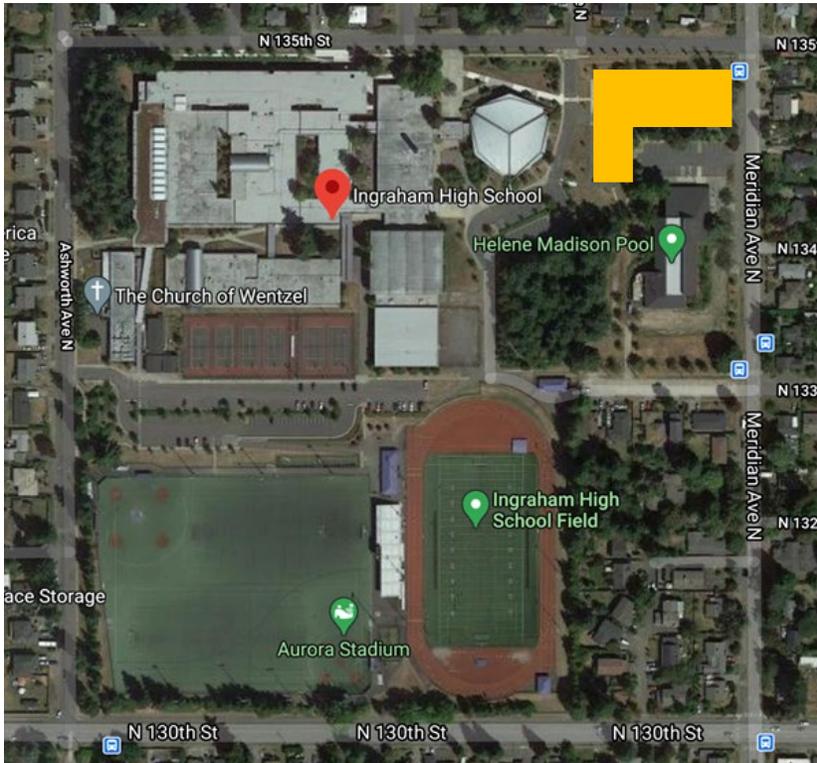


Helene Madison  
Pool/Ingraham  
High School

SW Teen Life Center & Pool/  
Chief Sealth High School



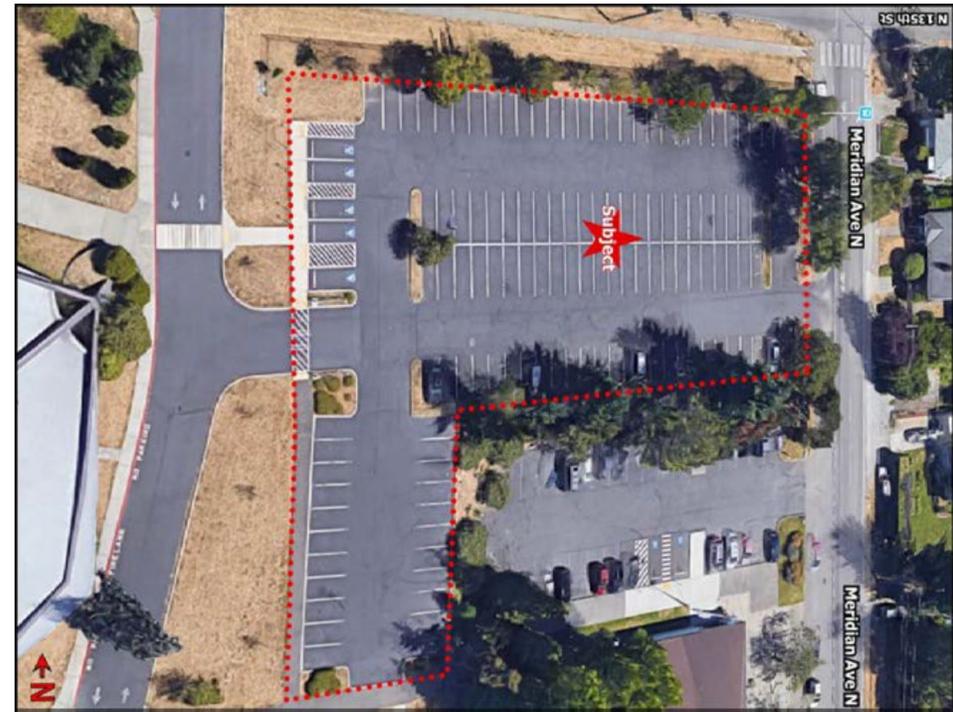
# Madison Pool / Ingraham HS



128 stalls

SPS use will be limited to 8 hours per day, 185 days per year

**SPR owns Helene Madison Pool parking lot east of Ingraham HS**



# SW Teen Life Center & Pool / Chief Sealth HS



**SPS owns Chief Sealth HS parking lot south of SW Teen Life Center and Pool**

**85 parking stalls**

**Unrestricted except for 30 events per year for 31 stalls**



# Parking Use Reciprocity

An appraisal showed the value of the 2 parking arrangements was equal

	Chief Sealth HS	Helene Madison Pool
<b>Owner</b>	Seattle Public Schools	Seattle Parks and Recreation
<b>User</b>	Seattle Parks and Recreation	Seattle Public Schools
<b>Usage Rights</b>	Unrestricted except 30 events per year for 31 stalls 30-year lease	Restricted to 8 hours/day 185 days year 30-year lease
<b>Lease Terms</b>	Annual CPI escalations Triple net No renewal options	Annual CPI escalations Triple net No renewal options
<b>Market Rent</b>	\$861/stall/year	\$570/stall/year
<b># of Stalls</b>	85	128
<b>ANNUAL RENT TOTAL</b>	\$73,000	\$73,000

# Questions?





Legislation Text

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**File #:** CB 120050, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute, for and on behalf of the City, a Use, Occupancy and Maintenance Agreement with Southwest Youth and Family Services to provide family support center programs consistent with Seattle Parks and Recreation purposes.

WHEREAS, for nearly 40 years Southwest Youth and Family Services (SWYFS) has been providing critical services in significantly under-resourced communities of Southwest Seattle; and

WHEREAS, SWYFS and Seattle Parks and Recreation (SPR) share long-term vision and goals with respect to the development and delivery of youth and community-based program initiatives to culturally and economically diverse families; and

WHEREAS, Ordinance 117950, passed in December 1995, authorized the Superintendent of Parks and Recreation (“Superintendent”) to enter into a 20-year Use, Occupancy and Maintenance Agreement (“Prior Agreement,” Attachment A to this ordinance) with SWYFS; and

WHEREAS, as systemic racial and economic inequities continue to create significant barriers to communities of color across the nation, SWYFS remains committed to seeing the diverse community of South Seattle thrive; and

WHEREAS, participants in SWYFS programs are predominately children and youth, people of color, immigrants and refugees, and low-income people; and

WHEREAS, the services SWYFS provides fulfill key SPR values in providing programs, resources, and services for youth in a park facility that is integral to the community it serves without cost to the City;

and

WHEREAS, SPR is entering a new agreement to replace and update the Expiring Agreement, after reassessing the market rate fees and public benefits to be provided, and will ensure the impact of this action will not significantly affect park and recreation revenue to the City; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation, or the Superintendent’s designee, is hereby authorized on behalf of The City of Seattle to execute a ten-year Use, Occupancy and Maintenance Agreement with Southwest Youth and Family Services, substantially in the form included as Attachment A to this ordinance, which also allows for a ten-year extension.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within 10 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:**

**Attachment A - Use, Occupancy and Maintenance Agreement Between The City of Seattle, Seattle Parks and Recreation, and Southwest Youth and Family Services**

**USE, OCCUPANCY AND MAINTENANCE AGREEMENT**

**Between**

**THE CITY OF SEATTLE**

**Seattle Parks and Recreation**

**and**

**SOUTHWEST YOUTH AND FAMILY SERVICES**

**AGREEMENT NUMBER: \_\_\_\_\_**

THIS AGREEMENT is made and entered into by and between **THE CITY OF SEATTLE** (“City”), acting by and through Seattle Parks and Recreation (“SPR”), the Superintendent of SPR, and **SOUTHWEST YOUTH AND FAMILY SERVICES** (“SWYFS”), a not-for-profit corporation organized under the laws of the state of Washington.

RECITALS

WHEREAS, SWYFS fulfills key SPR values in providing programs, resources, and services for youth in a park facility that is integral to the community it serves; and

WHEREAS, SWYFS provides programs and services to the community it serves without cost to SPR; and

WHEREAS, the City desires to offer various public benefits for its residents, including people of color from culturally and economically diverse families; and

WHEREAS, SWYFS and SPR share a long-term vision and goals with respect to the development and delivery of youth and community-based program initiatives to culturally and economically diverse families; and

WHEREAS, in this Agreement, SPR renews the expiring agreement, reassessing the market-rate fees and public benefits to be provided, and finding the impacts of this action will not significantly affect revenues to SPR;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions, and performances described herein, the parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 “Agreement” means this Use, Occupancy and Maintenance Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.

1.2 “City” means the City of Seattle.

1.3 “Commencement Date” means the date on which SWYFS is authorized use and occupancy of the Premises under this Agreement. The Commencement Date is the date when this Agreement is executed by both parties.

1.4 “Community Programming” means the essential community programming and public access to be provided by SWYFS to underrepresented and refugee communities which is a key and material deliverable to City under this Agreement

1.5 “SPR” means the City of Seattle’s Seattle Parks and Recreation department.

1.6 “Public Benefit” means programs and services to be provided by SWYFS in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.

1.7 “Public Benefit Program Delivery Credits” means credits for the provision of services for youth and families by SWYFS that may be used to offset, in part or whole, the actual payment of use fees due to the City under this Agreement. The availability of Public Benefit Program Delivery Credits is subject to the approval of public benefit services by SWYFS and their dollar value shall be determined in the Superintendent’s sole discretion.

1.8 “Public Benefit Plan” means the document to be drafted by SWYFS and approved by SPR that sets out the planned public benefit programming to be provided by SWYFS, to offset Use Fees. The Public Benefit Plan will be set out in Exhibit D to this Agreement unless SWYFS provides and SPR approves an alternative form of the Public Benefit Plan.

1.9 “Public Benefit Report” means the document to be drafted by SWYFS and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be set out in Exhibit D to this Agreement unless SWYFS provides and SPR approves an alternative form of the Public Benefit Report.

1.10 “Executive Director” means the Executive Director of SWYFS.

1.11 “Premises” means the old Delridge Community Center as renovated by, and currently in use by SWYFS.

1.12 “Superintendent” means the Superintendent of Parks and Recreation and such official’s designee.

1.13 “SWYFS” means Southwest Youth and Family Services.

1.14 “SWYFS Programming” means those family support programs and other services offered by SWYFS that create a wider community-based participation opportunity for SPR users, as determined by the Superintendent.

## ARTICLE 2. PREMISES

2.1 Premises Description. SWYFS shall be authorized to use and occupy the premises, subject to all the terms and conditions of this Agreement, that certain real property situated in the City of Seattle, King County, Washington, commonly known as the old Delridge Community Center at 4555 Delridge Way SW, Seattle, Washington 98106, and legally described as follows:

A portion of the West ½ of the S.W. ¼ of the S.E. ¼ of Section 13, Township 24 North, Range 3 East, West Meridian, being the same as a parcel of land accepted by City of Seattle Ordinance 30867 more particularly described as follows:

Commencing at the south quarter corner for said section, thence N 0°06'31" W on the north-south centerline of said section a distance of 30 feet, thence S 89°57'40" E a distance of 34.21 feet to the S.W. corner of said parcel, thence continuing S 89°57'40" E on the south line of said parcel a distance of 399.91 feet, thence N 0°00'00" E a distance of 97.00 feet to the True Point Of Beginning of this description, thence continuing N 0°0'00" E a distance of 275.82 feet, thence N 69°44'53" E a distance of 75.62 feet to a point of intersection with a curve on the east line of said parcel from which the radial center bears N 75°13'03" E a distance of 777.97 feet, thence southerly and easterly on the east line of said parcel, being the same as the west marginal boundary of Delridge Ave. S.W., on a curve concave to the N.E. having a radius of 777.97 feet a distance of 122.71 feet to a point of reverse curvature on the east line of said parcel from which the radial center bears S 66°10'50" W a distance of 714.99 feet, thence continuing southerly and westerly on the east line of said parcel, being the same as the west marginal boundary of Delridge Ave. S.W., on a curve concave to the S.W. having a radius of 714.99 feet a distance of 194.55 feet, thence N 89°57'40" W parallel with the south line of said parcel a distance of 165.00 feet to the True Point Of Beginning; Containing approximately 0.15 acres;

Hereinafter referred to as the "Premises."

A site map depicting the location of the Premises is attached as Exhibit A.

## ARTICLE 3. PREMISES TO BE USED AND OCCUPIED ONLY FOR LIMITED PURPOSES; SECURITY SERVICES AUTHORIZED

3.1 Limited Purposes Authorized. The Premises shall be used as a family and youth services program center for SWYFS programming, as a meeting and office facility for SWYFS, and as a facility available for public use under the conditions described herein. SWYFS shall not use the Premises for any other purpose or make any other use of the Premises inconsistent with the foregoing described purpose without the prior written consent of SPR. SWYFS is not authorized to use the Premises for the carrying out of any medical or health-related clinical activity of any kind or nature.

3.2 Security Staff. SWYFS shall have the right, but not an obligation, to hire one or more employee(s) or engage one or more private contractor(s) to provide security services in connection with its use of the Premises.

3.3 Permitted Use. Consistent with the limited purposes authorized by this Agreement, SWYFS shall use the Premises for classrooms, playrooms, meeting rooms, SWYFS programming, storage and administrative offices related to the general operations of SWYFS as a nonprofit organization dedicated to supporting communities in southwest Seattle and King County so that culturally and economically diverse families, youth, and children thrive and prosper. Additionally, SWYFS's Permitted Use may include allowing the public to use the Premises as subordinate users under the terms and conditions of Article 23 when in compliance with this Agreement. SWYFS shall not use the Premises for any other purpose or make any use of the Premises that is inconsistent with the Permitted Use without the Superintendent's prior written consent.

3.4 Required Use. The City's willingness to enter into this Lease is conditioned, in part, on SWYFS' commitment to provide Community Programming. SWYFS must continue providing Community Programming under Article 8 throughout the Agreement Term.

#### ARTICLE 4. TERM; AUTHORIZED PERIOD OF PREMISES USE

4.1 Term of Agreement. The term of this Agreement shall be the period of time commencing when the Agreement has been fully executed and expiring on December 31, 2030 with an option for another 10 years at the mutual consent and agreement of both parties, with additions, modifications, or deletions as the Mayor or Superintendent deems to be in the best interest of the City.

#### ARTICLE 5. USE FEES; REDUCTIONS & OFFSETS THERETO; TAXES

5.1 Use Fee Value. SWYFS shall be responsible for compensating the City for an amount equal to the fair market rental value for the Premises ("Use Fee"). Based on a 2019 fair market rent value assessment of the Premises conducted by a state-certified real estate appraiser, the initial Use Fee shall be \$16,081/month (\$192,972.00 per year). This initial Use Fee is subject to change and has been adjusted pursuant to Article 7.

5.2 Use Fee Payment. In consideration for the use and occupancy of the Premises, SWYFS shall pay each month the monthly Use Fee amount minus any Public Benefit Program Delivery Credits ("Offsets") available pursuant to Sections 5.3 and 5.4. Any Offsets will be prorated on a monthly basis. In no event will there be a negative Use Fee.

5.3 Public Benefit Program Delivery Credits. Subject to Sections 5.4 and Article 6, for the duration of the Agreement, SWYFS shall be entitled to Public Benefit Program Delivery Credits that may be used as an Offset against the Use Fee.

5.4. Offset Subject to limitation. Notwithstanding any other provision hereof, if the amount of the reduction and Offset to be provided pursuant to Subsection 5.3 hereof exceeds the amount of the use fee that is payable to the City by SWYFS at any time, the City shall not be obligated to pay or otherwise compensate SWYFS for such overage at any time whatsoever. Accordingly, the amount or value of any such reduction and Offset shall have no effect on the terms of this Agreement and shall not be the basis for any claim that the term should be extended for any period after the expiration date hereof, nor shall the City be obligated to reimburse SWYFS for any such excess that is not applied against any Use Fee prior to the expiration or earlier termination of this Agreement. Conversely, if the Use Fee payable by SWYFS to the City exceeds the amount of the reduction and Offset to be provided pursuant to Subsection 5.1 hereof, SWYFS shall provide the value of same to the City in cash or, subject to further agreement by SWYFS and the City, in the form of additional program services consistent with parks and recreation purposes. The specific services that may be provided in lieu of a cash payment shall be subject to the approval of the Superintendent.

5.5. Taxes. In addition to the Use Fee provided under Subsection 5.1, SWYFS shall pay to SPR monthly whatever leasehold excise tax is assessed pursuant to RCW Ch. 82.29A for use and occupancy of the Premises by SWYFS under this Agreement. SWYFS is responsible for keeping current, valid leasehold excise tax exemption certificates on file with SPR. If SWYFS fails to provide SPR with the exemption certificate for any period of time, leasehold excise tax may be levied and may not be refundable. In addition, SWYFS shall pay before their delinquency all other taxes that may be due and payable with respect to property owned by SWYFS on the Premises.

5.6. Use Fee Reduction & Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Subsection 5.1 hereof shall have no effect on the amount of any leasehold excise tax due and payable to the City or any other tax obligation of SWYFS. Unless SWYFS is exempt from the payment of leasehold excise taxes, all such taxes are required.

5.7. Use Fee & Leasehold Excise Tax Payment Date and Address. Any use fee and leasehold excise tax that is due and payable under this Agreement shall be remitted on or before the 10th calendar day of each month during the term of this Agreement to the City of Seattle Treasury, PO BOX 94626, Seattle, WA 98124-6926, or to such other place as SPR may hereafter designate. SPR will send a monthly invoice for any payments due.

5.8. Late & Refused Payments. SWYFS acknowledges that late payment to the City of the Use Fee or any other sum due to the City hereunder will cause SPR to incur costs not contemplated by this Agreement including but not limited to processing and accounting charges and the cost of legal enforcement of this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event SWYFS fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. Additionally, a twenty-dollar (\$20.00) charge shall be paid by SWYFS to the City for each check refused payment for insufficient funds or any other reason. If any of the aforementioned fees or charges change, SPR shall provide a written explanation to SWYFS of the amount by which such fees and charges have changed.

#### ARTICLE 6. PUBLIC BENEFITS

6.1 Public Benefit Plan. Each year during the Term, SWYFS shall submit no later than October 1<sup>st</sup> annually, 90 days prior to the beginning of their next calendar year a Public Benefits Plan for that year. The Public Benefits Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Public Benefits Plan will set out SWYFS's plan to publicize and provide public benefits and programming, as well as the estimated Public Benefit Program Delivery Credit to be earned by these activities. In calculating the value of the expected Public Benefit Program Delivery Credit, SWYFS may consider the value of fee discounts, scholarships, programming and stewardship activities. The Public Benefits Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Agreement goals and City policy and to verify the dollar value of any Public Benefit Program Delivery Credits to be earned by delivery of public benefits. The Superintendent, acting reasonably, shall approve or revise SWYFS' Public Benefit Program Delivery Credit calculation following receipt of the Public Benefit Plan.

6.2 Public Benefit Report. No more than sixty (60) days after the end of the calendar year, annually on March 1, SWYFS will provide a Public Benefit Report with any documentation necessary that demonstrates to the Superintendent's reasonable satisfaction, that SWYFS provided all public benefits described in the Public Benefit Plan for that year. Such summary shall consist of, but not limited to, a Public Benefits Report (Exhibit D), organization brochures and pamphlets, total hours of programming, public service hours, number of programs and scholarships, free services and values for all of the above, demographic of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the user/groups, and purposes for non-programming uses.

6.3 City Approval. If Superintendent cannot determine the benefit or value of public benefits set out in either the Public Benefits Plan or Public Benefit Report, Superintendent may

request additional information or documentation within sixty (60) days of receipt. SWYFS will provide any requested information or documentation within sixty (60) days of receiving Superintendent's request. The City shall be deemed to have approved the Public Benefits Plan or Public Benefit Report as delivered unless the Superintendent delivers written objections to the report and Public Benefit Plan within sixty (60) days of receipt of the plan. If the Superintendent delivers written objections within the sixty (60) day period, the Superintendent shall also specify subsequent actions to be taken by SWYFS that will satisfy the Superintendent's concerns. Failure to provide agreed public benefits set out in the Public Benefits Plan will be a breach of this Agreement in addition to making specified Public Benefit Program Delivery Credits unavailable as an offset against use fees. SWYFS must pay to the City the full value of any Use Fee not offset within 30 days of invoice from Superintendent.

6.4 Public Benefit Program Delivery Credits. SWYFS will include in the Public Benefit Report a calculation of Public Benefit Program Delivery Credits earned by SWYFS's reported public benefit programming and activities. This calculation will be made using the value of SWYFS' fee discounts, scholarships, programming and stewardship activities based on the estimated values set out in the Public Benefits Plan. If SWYFS seeks credit for any activity not set out in the Public Benefits Plan or that differs from the estimated value in the Public Benefits Plan, SWYFS will provide a written explanation why the claimed Public Benefit Program Delivery Credits should be available for that activity. The Superintendent will verify the availability and amount of Public Benefit Program Delivery Credits earned and make any adjustments as may be required in the Superintendent's reasonable discretion. If the Superintendent adjusts the Public Benefit Program Delivery Credits available from the amount claimed by SWYFS, Superintendent will notify SWYFS of this adjustment and provide SWYFS an opportunity to clarify or explain the amount of credits claimed. The Superintendent's determination of the value of Public Benefit Program Delivery Credits will be final and binding. Once approved by the Superintendent, SWYFS may offset the approved value of each year's Program Delivery Credits in 12 equal monthly installments on a calendar-year basis.

6.5 Combined Report and Plan. For administrative convenience, after the first year of the Term, SWYFS may combine the Public Benefit Report and Public Benefit Plan into one document ("Combined Report"). If SWYFS notifies SPR that it will be submitting a Combined Report by the due date of the Public Benefit Plan, SWYFS may submit the Combined Report by the due date for the Public Benefit Report. The Combined Report will contain all information required for the Public Benefit Plan and Public Benefit Report and Superintendent reserves the right to seek any additional information reasonably necessary to determine the value of public benefits.

## ARTICLE 7. USE FEE ADJUSTMENTS

### 7.1 Fair Market Rent Appraisal.

SPR will revalue or update through an appraisal of the fair market rent value of the Premises and recalculate the Use Fee to be charged pursuant to Subsection 5.1 hereof, at a minimum every two (2) years after the Commencement Date. Upon such appraisal and recalculation, SPR shall provide a written explanation to SWYFS of the amount by which the Use Fee has increased.

### 7.2 Consumer Price Index Adjustment to Use Fee.

On each Commencement Date anniversary during the Initial Term, the Use Fee will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U I 1982-84 = 100), All Items, for the Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor (“the Index”) during the preceding calendar year (“the CPI Increase”); provided, however, that the adjustment to the Use Fee shall not exceed 4% in any one year.

Should any year’s CPI percentage change be less than zero, the Use Fee shall not change from that of the prior year. If there is any change in the Index base (1984-82=100) or other modification of the Index, or if the CPI is discontinued, SPR shall select a similar index of comparable statistics on the cost of living for King County as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

## ARTICLE 8. SWYFS OPERATION AND SERVICES

8.1 Community Programming Offered. By entering this Agreement, SWYFS commits to continue providing beneficial Community Programming through childhood learning, student success, youth development for culturally and economically diverse families, and other free community programming and public access opportunities to under-represented and refugee communities. Each year during the Term, SWYFS shall provide agreed Community Programming. Community Programming is a required use of the Premises and Public Benefit Program Delivery Credits will not be provided for these activities except as are specifically approved in the Public Benefit Plan and Public Benefit Report.

With prior review and approval by SPR, Community Programming may change over time to meet newly identified demographic needs of the community and provide additional public benefit. The Superintendent will use reasonable discretion to determine whether any change in Community Programming continues to advance City policy and equity goals. Initially, Community Programming shall be within the following categories:

- a. **Public Access.** SWYFS will provide a minimum of forty (40) hours a week of free public access to the Premises (open to the public).
- b. **SWYFS Staff.** SWYFS will target and recruit from under-represented and refugee communities to participate in work parties, groups, and/or group activities to teach, demonstrate, and implement diverse cultural programming.
- c. **Workshops.** SWYFS will provide a minimum of sixty (60) hours of free workshops to low-income families per year on academics, parenting, citizenship, and other related programming. A minimum of 100 duplicated/75 unduplicated individuals will participate in the workshops, including both youth and adults.
- d. **Community Event.** SWYFS will host or participate in an annual community event to celebrate the diverse cultures of underrepresented communities and/or cultural special events. The event is anticipated to attract more than 200 participants of all ages.

8.2 **SWYFS Operation Hours and Closure of Premises.** SWYFS shall post its hours of operation and schedule of Community Programming in a place and manner on the Premises that is readily visible to the public. Subject to the prior written approval of the Superintendent, SWYFS may, for good cause, close the Premises or a portion thereof for a reasonable period during its regularly scheduled hours of operation.

8.3 **Operations Report.** SWYFS shall submit annually to SPR a report of operations, including a summary of Community Programming, maintenance of the premises, approved capital improvements, and other activities and uses of the Premises. This report will be in addition to other reports required by this Agreement, including the Public Benefit Report required in Section 6.2 and reports of subordinate uses and fundraising required in 23.2.

## ARTICLE 9. CARE OF PREMISES

9.1 **SWYFS' General Cleaning & Repair Obligation.** During the term of this Agreement and any extension thereof, SWYFS, at no cost to the City, shall keep the Premises in a neat, clean, and sanitary condition and shall make all necessary repairs to the Premises, including those that may be required as a consequence of any structural defect in any wall, the foundation, or the roof of the Premises. SWYFS shall assume total responsibility for the maintenance and operation of the Premises, including but not limited to, the heating, ventilation, and electrical systems, glass, boiler and plumbing, and light fixtures, and the keeping all of the same in good and proper repair, and in accordance with all applicable statutes, City ordinances, and directions or regulations of the proper public authorities. SWYFS acknowledges that SPR shall not be required to make any repair of any kind to the Premises.

9.2 SWYFS' Custodial & Janitorial Services Obligation. SWYFS shall provide all custodial and janitorial services as may be required in and for the Premises and trash and litter pickup within one (1) foot of the Premises in all directions, in a manner and with a frequency consistent with SPR standards for such work.

9.3 SWYFS' Major Maintenance Obligation. SWYFS shall provide and be responsible for all major maintenance associated with the Premises, including but not limited to electrical and mechanical systems, painting, roof, all at no cost to the City. All major maintenance activity undertaken by or for SWYFS on the Premises shall be subject to review and approval, in writing, by SPR prior to its implementation. SWYFS shall ensure that as a consequence of its major maintenance activity, the Premises and improvements are preserved in good operating condition throughout the term of this Agreement, and that upon the expiration or earlier termination of this Agreement, the Premises and such improvements are turned over to the City in a condition that will not require the performance of any major maintenance with respect thereto for a period of at least two (2) years.

9.4 SWYFS' Preventive Maintenance Obligation. From and after the Commencement Date, SWYFS shall implement, at no cost or expense to the City, a preventive maintenance program that is consistent with SPR standards for such work. Such preventive maintenance shall include a systematic approach to regularly inspecting the equipment, machines, and other assets in the facility in order to reduce breakdowns and failures and to preserve the infrastructure and operating environment of the Premises. SWYFS' preventative maintenance program shall be subject to review and approval by SPR.

9.5 Joint Annual Inspection of Premises; Remedial Action Obligation. SWYFS shall participate in an annual inspection of the Premises with SPR and be responsible for taking any and all action that may be required to maintain and operate the Premises in accordance with SPR standards. SPR shall notify SWYFS ninety (90) days in advance of any proposed SPR standard changes that may affect SWYFS' obligations under this Agreement.

9.6 City Remedy upon SWYFS' Failure to Maintain Premises. In the event SWYFS fails to maintain the Premises in good order, condition, and repair, SPR shall give SWYFS notice to undertake such work as is reasonably required to maintain the Premises. In the event SWYFS fails to commence such work within ten (10) calendar days after SWYFS' receipt of such notice and to diligently prosecute it to completion, then SPR shall have the right at its option and in addition to all other remedies, to undertake such work and to invoice SWYFS for the costs incurred by the City in connection therewith. SPR shall have no liability to SWYFS for any damage, inconvenience, or interference with the use of the Premises by SWYFS as a result of the City's performing any such work.

## ARTICLE 10. UTILITIES AND MAINTENANCE CHARGES

10.1 Responsibility for Utilities. During the term of this Agreement, SWYFS shall pay the costs associated with maintaining the Premises, including the costs of all utilities, utility meters, equipment, infrastructure, and costs and services to maintain the Premises. SWYFS will establish utility accounts with any applicable utility provider, including Seattle Public Utilities, City Light, and Puget Sound Energy so that bills will be sent to SWYFS directly for payment.

10.2 Interruption. City shall not be liable, and SWYFS hereby waives any claim against the City, for the interruption or failure of any utility service to the Premises, for any reason whatsoever.

## ARTICLE 11. INDEMNIFICATION & INSURANCE

11.1 Indemnification. SWYFS shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of SWYFS or any of its officers, employees, agents, contractors, or volunteers on the Premises, and any claim by a third party arising from any of the foregoing; and in the event any suit or action is brought against the City, SWYFS, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and SWYFS jointly; in the event the City determines one or more principles of governmental or public law are involved, the City retains the right to participate in such action. The above liability shall not be diminished by the fact, if it be a fact, that any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring SWYFS to indemnify the City against liability for damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

11.2 Survival of Indemnification Obligation. The indemnification obligations of SWYFS hereunder shall survive the expiration or earlier termination of this Agreement.

11.3 Insurance to be secured by SWYFS. Prior to the commencement of any activity on the Premises under this Agreement, SWYFS shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements.

## ARTICLE 12. CITY'S CONTROL OF PREMISES & VICINITY

12.1 All common and other facilities provided by the City in or about the Premises, including parking areas, are subject to the exclusive control and management by the City. Accordingly, the City may do any and all of the following (among other activities in support of Parks and Recreation or other municipal objectives), all without incurring any liability whatsoever to SWYFS:

12.1.1 Change of Vicinity. Increase, reduce or change in any manner whatsoever the number, dimensions and locations of the walks, buildings, and parking areas in the vicinity of the Premises;

12.1.2 Traffic Regulation. Regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of SWYFS and its invitees, employees, and patrons;

12.1.3 Display of Promotional Materials. Erect, display and remove promotional exhibits and materials and permit special events on property adjacent to the Premises;

12.1.4 Change of Businesses. Change the size, number, and type and identity of concessions, stores, businesses, and operations being conducted or undertaken in the vicinity of the Premises.

## ARTICLE 13. ALTERATIONS OR IMPROVEMENTS

SWYFS shall not make any alteration, addition, renovation, or improvement in or to the Premises without first obtaining the prior, written consent of the Superintendent. All alterations, additions, renovations, or improvements that are made shall be at the sole cost and expense of SWYFS and shall remain in and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement, or be removed from the Premises by SWYFS, at the sole discretion of SPR. SPR reserves the right to review and approve SWYFS' plans, specifications, and contractor for any and all such alterations, additions, renovations and improvements. SPR reserves the right to impose restrictions or conditions upon its consent to any aspect of the above work, including the requirement that SWYFS appropriately bond the same, as SPR may deem reasonably appropriate.

## ARTICLE 14. DAMAGE OR DESTRUCTION

In the event the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with the City to repair or rebuild the same, and in the

meantime the use fees payable by SWYFS hereunder shall be abated in the same proportion as the unusable portion of the Premises bears to the whole Premises. Unless SPR, within sixty (60) calendar days after the occurrence of any such damage or casualty, gives notice to SWYFS of the City's election to restore the Premises, this Agreement shall terminate. If the City does not terminate this Agreement, it shall remain in full force and effect. The City shall not be required to repair or restore any damage or injury or to replace any equipment, inventory, fixture, or other personal property of SWYFS or others located on the Premises.

#### ARTICLE 15. CONDEMNATION

If any part of the Premises shall be taken or condemned, and a part thereof remains that is susceptible of occupation hereunder, this Agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the use fee payable hereunder shall be adjusted so that SWYFS shall be required to pay for the remainder of the Term only such portion of the use fee as the number of square feet in the part remaining after the condemnation bears to the number of square feet of the entire Premises immediately prior to the condemnation; but in such event SPR shall have the option to terminate this Agreement by notice to SWYFS within thirty (30) days of the date when title to the part so condemned vests in the condemner. If part or all of the Premises is taken or condemned, all compensation awarded upon such condemnation or taking shall go to the City, and SWYFS shall have no claim to any of the same, and SWYFS hereby irrevocably assigns and transfers to the City any right to compensation or damages payable by reason of the condemnation of all or part of the Premises.

#### ARTICLE 16. COMPLIANCE WITH LAW

16.1 General Requirements. SWYFS, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. Whenever SWYFS is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents or invitees, SWYFS shall immediately desist from and/or prevent or correct such violation.

16.2 Licenses and Other Authorizations. SWYFS, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of SWYFS' satisfaction of all such requirements prior to the commencement of any modification of the Premises. SWYFS shall be responsible for payment

of all fees and charges incurred in obtaining any required permits or other governmental approvals and for obtaining a Certificate of Occupancy prior to the use or occupancy of any modified portion of the Premises.

16.3 Equality of Treatment. SWYFS shall conduct its business in a manner that assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age or national origin. Any failure to comply with this provision shall be a material breach of this Agreement.

16.4 Nondiscrimination. SWYFS shall comply with all state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap. Consistent with that obligation, if SWYFS has three (3) or more employees during the term of this Agreement, the following provisions of SMC 20.44.040 shall be deemed to be incorporated herein:

During the performance of this Agreement, SWYFS agrees as follows:

SWYFS will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. SWYFS 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 or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SWYFS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. SWYFS will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; provided, that nothing herein shall allow an employer to give preference in employment to members of his/her immediate family.

SWYFS will, upon the request of SPR, furnish to the Superintendent on such form as may be provided therefor, a report of the affirmative action taken by SWYFS in implementing the terms of this provision, and will permit access to SWYFS' records of employment, employment advertisements, application forms, other pertinent data and records requested for the purpose of investigation to determine compliance with these provisions.

If, upon investigation, the Superintendent determines that there is probable cause to believe that SWYFS has failed to comply with any of the terms of these provisions, SWYFS shall be so

notified in writing. The Superintendent shall give SWYFS an opportunity to be heard, after ten (10) days' written notice. If the Superintendent concurs that SWYFS has failed to comply with any of the terms of these provisions, the Superintendent may direct SPR to suspend or terminate this Agreement and evict SWYFS in accordance with law.

The foregoing provision shall be inserted in all sub agreements entered into under this Agreement.

#### ARTICLE 17. LIENS AND ENCUMBRANCES

SWYFS shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of SWYFS, any mechanic or other lien or order for payment of money shall be filed against the Premises, SWYFS shall promptly notify the City of the same and, at SWYFS' sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, SWYFS shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

#### ARTICLE 18. RECORDS, BOOKS AND DOCUMENTS FOR CITY ACCESS AND AUDIT

18.1 SWYFS to Maintain Books & Records. SWYFS shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by SPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

18.2 Audit Right to be ensured by SWYFS in Subordinate Use Arrangements. SWYFS shall ensure that such inspection, audit and copying right of the City is a condition of any license, contract or other arrangement under which any other person who is not an SWYFS employee or other entity is permitted to carry on a business or social service activity in, on or from the Premises.

18.3 Overpayments and Underpayments. In the event that through any audit, SWYFS is found to have made any overpayment or underpayment hereunder, the Superintendent shall notify SWYFS of the amount of the overpayment or underpayment. Any overpayment shall be a credit against any fees and charges subsequently due or shall be refunded to SWYFS, at its option; underpayments shall be immediately due and payable and shall be delinquent if not paid within ten (10) days after the date of such notice.

18.4 SWYFS to Assist City in Providing Data to State & Federal Governments. Upon the request of the City, SWYFS shall promptly provide, at SWYFS' sole expense, necessary data to enable the City to fully comply with any and every requirement of the state of Washington or the United States of America for information or reports relating to this Agreement and to SWYFS' use of the Premises.

18.5 Retention of Records. SWYFS shall retain all books, records, documents, and other material relevant to this Agreement for four (4) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this Agreement at such times and on such forms as the City may require. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

#### ARTICLE 19. ACCESS

SPR shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, altering, or improving the Premises but nothing contained in this Agreement shall be construed to impose any obligation on SPR to make any repair, alteration, or improvement. SWYFS shall not install any new lock or bolt on any exterior door without SPR's written consent. SPR shall have the right to show the Premises to other prospective users at its convenience.

#### ARTICLE 20. SIGNS OR ADVERTISING

20.1 SWYFS' Signs. SWYFS shall have the right upon written approval from SPR to install a sign on the Premises that identifies the same for SWYFS' purposes. Any such sign shall include the name of the Premises, the name of SWYFS, and shall be constructed in a style and size consistent with the signage policy adopted by SPR.

20.2 Bulletin Boards. SWYFS shall have the right to install bulletin boards within the Premises, and to display community-related notices, posters, and similar materials thereon as related to SWYFS' operation of the Premises under this Agreement.

20.3 No Other Signage on Premises. Other than the approved exterior signage and interior bulletin boards permitted by Subsections 20.1 and 20.2, above, SWYFS shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining SPR's written consent thereto. Any consent so obtained from SPR shall be with the understanding and agreement that SWYFS will remove the same at the expiration or earlier termination of the Term herein created and repair any damage or injury to the Premises caused thereby.

## ARTICLE 21. WASTEFUL AND DANGEROUS USE

SWYFS shall not commit or allow any waste upon the Premises and will not do or permit to be done in or about the Premises anything that is inconsistent with this Agreement or the Park Code as now existing or hereafter amended or any activity that is inconsistent with the use authorized by this Agreement or that will be dangerous to life or limb, or that will increase any insurance rate upon the Premises.

## ARTICLE 22. INSOLVENCY

Either (i) the appointment of a receiver to take possession of all or any part of the assets of SWYFS, or (ii) the general assignment by SWYFS for the benefit of creditors, or (iii) any action taken or suffered by SWYFS under any insolvency or bankruptcy act shall, if such appointment, assignment, or action continues for a period of thirty (30) days, constitute a breach of this Agreement by SWYFS, and SPR may at its election and without notice terminate this Agreement; and in that event, SPR shall be entitled to immediate possession of the Premises. In the event any provision of this Article is contrary to any applicable law, such provision shall be of no force or effect.

## ARTICLE 23. SUBORDINATE USES

23.1 SWYFS Authorized to Permit Subordinate Uses of Premises. One of the major objectives of this Agreement, in addition to providing family and youth support services and meeting and office space for SWYFS is to provide a community meeting facility that shall be available to the general public. Accordingly, SWYFS shall have the right to allow the subordinate use of the Premises by other groups for small meetings and related activities without cost to the outside organization and without paying any of the fees described in 23.2. Such permitted subordinate use shall not include subleases, except as may be allowed under Section 23.3, and shall not be construed to convey possession of any part of the Premises to a third party.

23.2 SWYFS Fees for Subordinate Uses of Premises. SWYFS shall have the right to establish fees for the subordinate use of the Premises by one or more third parties. Such fees shall be consistent with fees charged by SPR to community groups for similar activities. SWYFS shall remit a report describing ten percent (10%) of any fee collected for use of the Premises by other groups to the SPR Contracts and Administrative Support Office (CASO), 300 Elliott Ave West, Suite 100, Seattle, WA 98119, or to such other place as SPR may hereafter designate within thirty (30) calendar days after the end of the fiscal year. This report can accompany the annual Public Benefit Report due. SPR will then invoice SWYFS for the value of the 10% fee and provide payment instructions on the invoice. The requirement to pay a part of fees collected for use of the Premises by other groups shall not apply to fundraising activities conducted by SWYFS, but the term “fundraising activities” shall not include the imposition of any fee or

charge for the use of the Premises by any person or entity other than SWYFS. Additionally, SWYFS shall deliver to SPR a report of all SWYFS fundraising activities undertaken during the preceding fiscal year. In no event can SWYFS convey occupancy or otherwise propport to lease space to a third-party user. Any agreement allowing subordinate use of the Premises must be terminable at will by SWYFS. The City reserves the right to require SWYFS to terminate any subordinate use agreement at any time the Superintendent determines, in the Superintendent's sole discretion, that such use is inconsistent with SPR's purposes.

23.3 No Mortgaging or Transferring of Agreement or SWYFS' Interest Therein. Except for the uses permitted herein, SWYFS shall not lease, transfer, assign, mortgage, hypothecate or convey this Agreement or any interest therein, in whole or in part, or lease or license use or occupancy of the Premises or any part thereof or any of the rights or privileges or any portion of the Premises granted under this Agreement to any other person, firm or corporation without the prior written authorization of SPR, which authorization may be granted, withheld, or conditioned in each instance in the sole discretion of the Superintendent. This prohibition against transfers and assignments includes any transfer or assignment by operation of law. The rights and privileges granted hereunder, and the Premises are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. Any assignee approved by SPR must accept and assume in writing all the terms and conditions of this Agreement to be kept and performed by SWYFS. Any transfer of this Agreement from SWYFS by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. SPR consent to any assignment or transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer, and the terms of such consent shall be binding upon any person or entity using or occupying the Premises by, under, or through SWYFS.

23.4 Fees Due to City for Subordinate Uses. Except for the subordinate uses permitted herein, if this Agreement is assigned or if the Premises or any portion thereof are occupied by any person or entity other than SWYFS, SPR may collect additional use fees and other charges than those that may be collected by SWYFS from such assignee or other party and may treat the amount collected as additional income above the use fees and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment or transfer, nor shall such collection constitute the recognition of such assignee or other party as a tenant or a release of SWYFS from the further performance of all of the covenants and obligations of SWYFS under this Agreement.

## ARTICLE 24. TERMINATION

24.1 SWYFS Defaults in Performance Constitute Material Breach. In the event that SWYFS defaults in the performance of any of the terms, provisions, covenants, and agreements on SWYFS' part to be kept, observed, and performed under this Agreement; or if SWYFS abandons, deserts, vacates, or otherwise removes its operations from the Premises without the prior consent of the Superintendent, then, the City, at the option of the Superintendent at any time thereafter, may declare this Agreement to have been materially breached. Furthermore, if SWYFS becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise, such action shall constitute a material breach of this Agreement.

### 24.2 Process for Termination of Agreement.

24.2.1 For Cause. Either party may terminate this Agreement in the event that the other party has materially breached this Agreement and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party within thirty (30) days after notice of breach has been provided to such other party; provided, however, that if the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30)-day period and thereafter diligently prosecutes the same to completion.

24.2.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to: acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

24.3 Notice of Termination. Notice of termination pursuant to Subsections 24.2.1 and 24.2.2 shall be given by the party terminating this Agreement to the other party not less than five (5) days prior to the effective date of termination.

24.4 Re-entry by City Upon Termination. Upon the termination of this Agreement, the City may re-enter said Premises using such force as may be required. Notwithstanding such re-entry and anything to the contrary in this Agreement, in the event of the termination of this Agreement because of the material breach thereof by SWYFS, the liability of SWYFS for the use fees provided herein shall not be extinguished for the balance of the term of this Agreement.

24.5 Superintendent to Determine for City Existence of SWYFS Breach. The Superintendent shall have the right to determine, on the City’s behalf, whether or not SWYFS has defaulted in the performance of its obligations hereunder or has otherwise materially breached any of the terms and conditions of this Agreement.

24.6 City Remedies Upon SWYFS Material Breach. In the event of the City’s termination of this Agreement for cause, SPR, in addition to other rights or remedies that it may have, shall have the right to re-enter said Premises using such force as may be required and to make necessary alterations and repairs to restore the Premises to the condition desired by SPR, and authorize others to temporarily use and occupy the Premises. SWYFS shall pay to SPR, as soon as ascertained, the costs and expenses incurred by SPR in authorizing such other use and occupancy and in making such alterations or repairs.

#### ARTICLE 25. CANCELLATION

25.1 Notwithstanding any other provision of this Agreement, in the event SPR determines, at any time during the term of this Agreement, that the Premises are required for a park use, this Agreement shall be subject to cancellation by SPR upon one hundred (100) days’ prior written notice to SWYFS.

25.2 In the event SWYFS determines, at any time during the term of this Agreement, that the Premises are no longer required for its use, this Agreement shall be subject to cancellation upon thirty (30) days’ prior written notice by SWYFS to SPR.

#### ARTICLE 26. VACATING OF PREMISES

Upon the expiration or earlier termination of this Agreement, all right, title and interest of SWYFS in the Premises including but not limited to the improvements made thereto and fixtures installed therein, and all items acquired by SWYFS with grant funds provided by or through the City, shall vest in the City, without any action of either party hereto. Upon the expiration or earlier termination of this Agreement, SWYFS shall return the Premises, together with all SPR-approved capital improvements made thereto and fixtures installed therein, and all items acquired by SWYFS with grant funds provided by or through the City, in good order and condition, except for normal wear and tear, unless the City otherwise consents, in writing, to their removal by SWYFS. On or before the expiration or earlier termination of this Agreement, SWYFS shall remove from the Premises all items of personal property that are not to become the City’s property pursuant to this Agreement. In addition, any subordinate use allowed under Article 23 is terminated and any third-party users must vacate the building.

## ARTICLE 27. REMOVAL OF SWYFS PROPERTY IN PREMISES

Upon the entry into, or the taking possession of, the Premises following the expiration or earlier termination of this Agreement, SPR shall have the right but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by SPR, including but not limited to a public warehouse, at the expense and risk of the owner(s) of such property, with the right to sell such stored property, without notice to SWYFS or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from SWYFS to the City; the balance, if any, shall be paid to SWYFS.

## ARTICLE 28. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Agreement by either party to the other shall be in writing and shall be sufficiently given if either served upon the other party or sent via the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to SWYFS:

Executive Director  
Southwest Youth & Family Services  
4555 Delridge Way SW  
Seattle, WA 98106

If to the City:

Contracts Administration and Support Office  
Seattle Parks and Recreation  
300 Elliott Ave W, Ste 100  
Seattle, WA 98119

or to such other address as either party hereto may specify for itself in a notice to the other.

## ARTICLE 29. MISCELLANEOUS

29.1 Captions. The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

29.2 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be found or held to be invalid or unenforceable, the remainder of this Agreement, and the application of such term, covenant or

condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29.3 Binding Effect. The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal representatives, successors, assigns and subsidiaries.

29.4 Applicable Law. This Agreement shall be interpreted under the laws of the State of Washington.

29.5 Jurisdiction & Venue. The jurisdiction and venue for any litigation between the parties regarding this Agreement or any question, claim, loss, or injury arising hereunder shall be laid in the Superior Court of the State of Washington for King County.

29.6 No Partnership or Joint Venture Created. The City does not by this Agreement, in any way or for any purpose, become a partner or joint venture of SWYFS in the conduct of its business or otherwise.

29.7 City's Remedies Cumulative. The City's rights under this Agreement are cumulative; failure on the part of the City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. The City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

29.8 Amendments. No modification of this Agreement shall be binding upon the City or SWYFS unless reduced to writing and signed by an authorized representative of each of the parties hereto.

29.9 Consumption of Alcoholic Beverages. SWYFS shall not permit the consumption of any alcoholic beverages on the Premises except as approved by the Superintendent in writing prior to any appropriate event.

29.10 Compliance with Funding Agreements. SWYFS shall comply with all provisions of the City agreements under which Community Development Block Grant funds and Enterprise Community funds are provided to SWYFS. A default under either of those agreements shall constitute a default and material breach of this Agreement.

29.11 Force Majeure. Any delay in or failure of performance by City or SWYFS shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure").

29.11.1 Acts of Force Majeure include, but are not limited to:

- (1) Acts of God;
- (2) Acts of war or public rebellion;
- (3) Fire or other casualty for which Contractor is not responsible;
- (4) Quarantine or epidemic;
- (5) Strike or defensive lockout;
- (6) Unusually severe weather conditions which could not have been reasonably anticipated; and
- (7) Unusual and unforeseeable delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to City was available at the time the delay became foreseeable or at any later time when delay could have been avoided by prompt action.

29.11.2 The existence of more than a Force Majeure event on any single day shall not give cause for the extension of the period of performance beyond that one day.

29.12 No Third Party Rights. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation that is not a party hereto nor shall any person, firm, organization or corporation other than a party hereto have any right or cause of action hereunder.

29.13 Effectiveness of Agreement. This Agreement shall become effective as an Agreement only upon approval by the Seattle City Council and its execution by an authorized representative of each party.

29.14 No Waivers. No action other than a written document from the Superintendent specifically so stating shall constitute a waiver by City of any particular breach or default by SWYFS, nor shall such a document waive any failure by SWYFS to fully comply with any other term or condition of this Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future to fully comply with any other term or condition of this Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance.

29.15 Appendices & Exhibits. The following documents whether or not attached hereto, are hereby incorporated into this Agreement as if set forth in full herein:

Exhibit A – Site Premises Map

Exhibit B – Insurance Requirements

Exhibit C – SWYFS Public Benefit Requirements

Exhibit D- SWYFS Public Benefit Plan and Report Form

29.16 Entire Agreement. This Agreement and all attachments and exhibits pertaining to same constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding the subject matter hereof. The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of the Agreement are not to be construed against any party on the basis of such party’s preparation of the same.

*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement the day and year first above set forth.

**SOUTHWEST YOUTH AND FAMILY SERVICES**

Signed: \_\_\_\_\_  
Steve Daschle, Executive Director

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

**NOTARY**

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public residing at \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**CITY OF SEATTLE**

Signed: \_\_\_\_\_  
Jesús Aguirre, Superintendent, Seattle Parks and Recreation

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

**NOTARY**

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public residing at \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

### EXHIBIT A Site Premises Map



**EXHIBIT B**  
**Insurance Requirements**

**I. INSURANCE**

Provider shall procure and maintain during the full term of this Agreement, at no expense to the City, the insurance enumerated below. The City reserves the right to require the filing of evidence of insurance coverage to determine Provider compliance with these requirements.

- a) Commercial General Liability Insurance including:
  - Premises/Operations Liability
  - Personal/Advertising Injury
  - Contractual Liability
  - Independent Contractors Liability
  - Stop Gap or Employers Contingent Liability
  - Fire Damage Legal

Such policy or policies must provide the following minimum coverages and limits:

Combined Single Limit each Occurrence Bodily Injury and Property Damage

\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$ 500,000	Fire Damage
\$1,000,000	General Aggregate

Stop Gap/Employers Liability:

\$2,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

Umbrella Liability Insurance at a limit of \$5,000,000 per occurrence/aggregate – Total limit of Liability coverage \$6,000,000 per occurrence/\$7,000,000 aggregate.

Sexual misconduct liability Insurance at a limit of \$5,000,000 per occurrence/aggregate - CGL shall neither exclude nor sublimit sexual and/or physical molestation claims.

Each policy shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insured's; shall include a "Separation of Insured's" or "Severability of Interests" clause; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the City, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, Provider's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such

insurance shall not, however, limit the liability of the contractor hereunder. Provider shall promptly notify the City when Provider becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Agreement.

Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles and including cargo legal liability.

Such policy or policies must provide the following minimum limit:

Combined Single Limit each Occurrence Bodily Injury and Property Damage  
\$1,000,000

b) Worker’s Compensation: Worker’s Compensation as required by Washington State Law.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by SWYFS, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by SWYFS regarding this Agreement, nor (2) construed as limiting the liability of any of SWYFS’s insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

The City of Seattle as Additional Insured: The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include “The City of Seattle, its officers, officials, employees, agents and volunteers” as additional insureds. SWYFS insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term “insurance” in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

Claims Made Form and Deductibles: If any insurance policy is issued on a “claims made” basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is “claims made,” and state the retroactive date. Provider shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period (“tail”); or execute another form of guarantee acceptable to the City to assure Provider’s financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed on the required certificate and is subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of Provider.

Evidence of Insurance: If evidence of insurance coverage is required, Provider shall provide the City’s Risk Management Administrator and SPR with an original standard form ACORD Certificate of Liability Insurance with attached declaration pages signed by a licensed insurance agent or broker authorized to do business in the state of Washington, showing the insuring company and policy effective dates. The City reserves the right to obtain a copy of any policy required by this Agreement, including all forms and endorsements.

Insurance Policy Rating: All policies shall be issued by a company rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and shall be subject to approval by the City.

## EXHIBIT C

### PUBLIC BENEFIT AND REPORTING REQUIREMENTS

Per appraisal conducted by Lamb Hanson Lamb Appraisal Associates, Inc, 2018 plus Consumer Price Index (CPI) adjustments, rent for 2020 is \$16,081/month or \$192,972 annually.

The Southwest Youth and Family Services (SWYFS) facility is managed by the Southwest Youth and Family Services, a 501(c)3 organization, through a long-term agreement with Seattle Parks and Recreation (SPR). The mutually beneficial relationship between SPR and SWYFS aligns with SPR’s vision of creating “healthy people, healthy environment and strong communities.”

SWYFS maintains the facility and also provides free or low-cost youth and community-based programs and services for culturally and economically diverse families. SWYFS expands the reach of SPR by providing services that SPR does not have the capacity to provide and by serving underserved communities.

The partnership with SWYFS saves the City annually in facility maintenance costs (2020 valued at \$84,814, the cost of a full-time SPR laborer for a facility of that size). In exchange, the City allows SWYFS to offset 100% of the rent value by requiring the organization to provide the value of rent (at a minimum) in public benefits for the community.

#### **Public Benefit**

Public Benefit for Southwest Youth and Family Services shall include free or low-cost youth and family programs and services; community events and activities; scholarships; volunteer hours, and community outreach to, and programming for, underserved communities. All of these services are included in the delivery of the public benefits outlined below. SPR-approved capital improvements by SWYFS beyond the required minor maintenance and repairs within the facility shall be reported and valued as public benefit.

### Exhibit C: SWYFS Public Benefits Summary

SWYFS shall provide the services outlined in this agreement to Seattle’s low-income and under-represented youth and families.

#### SWYFS Public Benefits Summary

Public Benefits Category	Description	Applicable Metric	Value of Services
<b>Public Access</b>	251 days per year/40 hours/week/50 weeks per year. Access includes public access to the facility and provision of social services, programs, classes/workshops, trainings, youth programs, community events and other activities at the facility. Examples of public access include access to SWYFS services; meeting space for community groups; restroom access for field users; free computer access in Family Resource Center.		Not valued
<b>Programs</b>	SWYFS will provide programming for almost 50 youth that includes: <b>Education Center:</b> Credit retrieval program for youth who have been expelled from or dropped out of school. <b>Counseling:</b> Individual, family and group behavioral health therapy offered at free or low cost to youth and families. <b>Parent-Child Home Program (PCHP):</b> Home social work visits for families with children aged two to four years and their parents to instruct parents on parent-child communication, developing good reading habits and socialization skills. <b>Community Outreach:</b> outreach to underserved schools and communities. Services include meeting with students, teacher and counselors, group counseling and support services. Outreach activities include meeting with school administrators and	Approx. 50 youth served	\$208,329

Public Benefits Category	Description	Applicable Metric	Value of Services
	<p>teachers to describe services available.</p> <p><b>Scholarships:</b> scholarships for low-income youth, adults and/or families. These scholarships help individuals pay for educational expenses, transportation, registration fees, emergency expenses and other expenses related to their academic advancement and social, mental and physical well-being.</p>		
<b>Community Outreach Events</b>	<p>Outreach to underserved schools and communities. SWYFS will provide services in a minimum of 5 schools and reach at least 100 students through programs and activities presented at the schools or in underserved communities. Services include meeting with students, teacher and counselors, group counseling and support services. Outreach activities include meeting with school administrators and teachers to describe services available. SWYFS' participation in free community events is considered a public benefit; events include Delridge Days, Back to School backpack giveaway</p>	<p>100 students</p> <p>1 Community Event</p>	\$500
<b>Volunteer Service</b>	<p>*Volunteer time is available at SWYFS for board service, tutoring, mentoring, youth development, fundraising and event planning.</p>	1,074 hours	\$35,463
<b>Capital Improvements</b>	<p>The value of capital improvements beyond the required maintenance and repair completed by SWYFS will vary. Capital improvements must be reviewed by SWYFS and mutually agreed to by SPR and SWYFS in advance.</p>	None planned for 2020	N/A
<b>Total Public Benefit Provided</b>			<b>\$244,292</b>
<b>Public Benefit Required to Offset Use Fee*</b>			<b>\$192,972</b>
<b>Public Benefit that Exceeds Requirement</b>			<b>\$51,320</b>

*\*Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website: <https://independentsector.org/wp-content/uploads/2018/04/value-of-volunteer-time-state-historical-2001-2019.pdf>. The most current rate available at this time is year-end 2019, \$33.02 per hour.*

## **Exhibit D: SWYFS Public Benefit Plan and Report Form**

*Attach report at signing*

<https://seattlegov.sharepoint.com/sites/pks/team/caso/Documents/Public%20Benefit%20Reporting%20Form%202019.pdf?csf=1&e=7L229U&cid=5a904320-11c7-483b-b0f2-85ac88941bc7>

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>Executive Contact/Phone:</b>
Parks and Recreation	Joanne Orsucci/684-8001	Anna Hurst/733-9317

*\* 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**

**a. Legislation Title:** AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute, for and on behalf of the City, a Use, Occupancy and Maintenance Agreement with Southwest Youth and Family Services to provide family support center programs consistent with Seattle Parks and Recreation purposes.

**b. Summary and background of the Legislation:**

The proposed legislation authorizes the Superintendent of Parks and Recreation (SPR) to enter into a 10-year use, occupancy, and maintenance agreement with Southwest Youth and Family Services (SWYFS). Under the terms of the agreement, SWYFS will provide for the development and delivery of youth and community-based program initiatives to culturally and economically diverse audiences. The proposed agreement includes an option to extend the agreement for another 10 years at the mutual consent of both parties, with additions, modifications, or deletions as the Mayor or SPR Superintendent deems to be in the best interest of the City.

**Background:**

Ordinance #117950, adopted by the City Council on December 13, 1995, approved a 20-year lease agreement between SPR and SWYFS. This ordinance authorized SPR to contract with SWYFS “for the renovation of the old Delridge Community Center and its subsequent use by SWYFS for certain Family Support Center programs consistent with Parks and Recreation Department purposes.” SWYFS ran a successful capital campaign and obtained grant funding assistance to raze the old community center and construct a new building on its foundation. The previous agreement allowed SWYFS to amortize up to \$1.2M of its capital investment for improvements at the site and was renewed on an annual basis while SPR reevaluated the new long-term lease arrangement and renegotiated public benefits. The current agreement includes a fair market rent valuation (\$192,972) that is offset entirely with public benefits in the form of free/reduced programming, scholarships, volunteer hours, and an annual community event. This offset enables SWYFS to provide additional human services programming support to the community.

**SWYFS Services and Demographics:**

For nearly 40 years SWYFS has been providing critical social and educational services to under-served families in southwest Seattle and the greater Seattle area. Incorporated as a 501(c)3 in 1980, SWYFS has worked to remove economic and systemic inequity barriers for Seattle’s diverse communities . SWYFS is a vital resource for low-income and vulnerable children, youth and families, supporting more than 2,000 individuals annually with holistic, wrap-around services in the areas of education, youth development, behavioral health, and

family advocacy. SWYFS also provides referrals to families in need of services SWYFS does not directly provide.

- The SWYFS Education Center provides supportive, culturally responsive alternative education programs for youth struggling to complete their education in the mainline education system.
- The Youth Development programs primarily engage youth of color in educational and socially enriching programs from a culturally responsive lens to develop the confidence to navigate home and school cultures and promote academic success while supporting a strong racial ethnic cultural identity.
- The Youth Development New Futures programs offer services that help close the documented academic achievement gap for students of color.
- The Counseling Center is a hub for behavioral health and youth violence prevention services.
- Through the Family Resource Center, Family Advocates provide case management, act as cultural advocates, provide transportation and translation for school meetings to help parents maintain personal cultural identity, engage with youth and school administration, and navigate mainstream systems.
- The Parent-Child Home Program, offered through the Family Resource Center, is a research-based early childhood literacy and school readiness program that works with low-income families with children ages two and three not enrolled in a formal early learning program.

SWYFS has been a good steward of SPR’s facility and has consistently met the terms of the agreement. Public benefits are provided through free or reduced programming, scholarships, volunteer service, and an annual community event. Below is a table summarizing demographic information about the communities SWYFS served in 2019:

<b>Southwest Youth and Family Services (SWYFS): 2019 Data</b>	
<b>Total served 3,479<sup>1</sup></b>	Counseling Center: 898 Education Center: 179 Family Resource Center: 652 New Futures: 1322 Parent-Child Home Program: 428

<b>Southwest Youth and Family Services (SWYFS): 2019 Data</b>	
<b>Income<sup>2</sup></b>	Very Low Income: 76% Low Income: 8% Moderate: 1% Above Moderate: 0% Unknown: 15%
<b>Race/Ethnicity</b>	African American/Other African: 23% Asian American: 8% Latino and Hispanic: 39% Multi-ethnic: 3% Native American: <1% Other: 9% Pacific Islander: <1% Unknown: 12% White: 6%
<b>Languages Spoken at Home</b>	African (Somali, Amharic, Oromo, Tigrinya and others): 14% Arabic: 3% Asian (Cambodian, Vietnamese and others): 4% English: 29% Spanish: 29% Other: 2% Unknown: 19%
<b>Immigrant or Refugee?</b>	Yes: 27% No: 36% Unknown: 37%
<b>Gender</b>	Female: 51% Male: 48% Unknown/Other: <1%

<b>Southwest Youth and Family Services (SWYFS): 2019 Data</b>	
<b>Age Group</b>	17 and Younger: 47% 18 and Older: 53%

<sup>1</sup>In the Family Resource Center and New Futures categories, the total numbers represent the total numbers of family members in the families served. In the Counseling Center, Education Center and Parent-Child Home Program Center, numbers represent the number of individuals either directly served or for whom a case file was opened, regardless of how many family members were served. This number represent some duplication as members are encouraged to enroll in multiple programs and may be counted more than once.

<sup>2</sup> SWYFS collects demographic data, but it is self-reported. For youth programs, they make assumptions based on serving youth that qualify for the free lunch program in Seattle Public Schools. Their demographic reporting meets the conditions outlined in their HSD contract.

### **Financial Overview**

The agreement is structured to allow SWYFS to offset the assessed fair market rent value with program delivery (public benefit) credits (“offsets”). SWYFS will calculate the offset annually based on the value of programming, scholarships, and volunteer hours. The annual fair market rent value use fee will be increased each year based on the previous year’s Consumer Price Index rate of inflation measure. In the event that SWYFS is unable to provide public benefit services that fully offset the annual use fee, the contract stipulates that the balance of the use fee will be paid in cash or additional program services will be provided. Programming may change over time to meet newly identified demographic needs of the community.

## **2. CAPITAL IMPROVEMENT PROGRAM**

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

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

- a. Does this legislation amend the Adopted Budget?    \_\_\_ Yes  X  No
- b. Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?  
No.

- c. Is there financial cost or other impacts of *not* implementing the legislation?  
SPR would forego at least \$192,972 per year in annual rent in exchange for public benefits and community services for youth over the agreement term. There would be a cost for SPR or another City of Seattle agency to provide similar services, as well as a cost to SPR to take over major and routine maintenance of the facility. In 2020, routine maintenance is valued at \$84,814, which represents the cost of a full-time SPR laborer to maintain a facility of that size.

#### 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**  
Yes. The Human Services Department (HSD) administers the Youth Development New Futures program (formerly the Seattle Youth Violence Prevention Initiative) in Southwest Seattle. The Department of Early Education and Learning (DEEL) administers the Parent-Child Home Program (PCHP). This legislation enables SWYFS to continue offering these City-contracted services to the community from its current location in an SPR facility.
- b. Is a public hearing required for this legislation?**  
No.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**  
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No.
- e. Does this legislation affect a piece of property?**  
Yes, please see Exhibit A in the Occupancy and Maintenance Agreement attachment to the Ordinance.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**  
SWYFS serves low-income and underserved youth and families through multiple programs and there would be a significant disruption in services to youth if programs were no longer available to these communities.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**  
N/A
- h. Other Issues: None.**

List attachments/exhibits below:

# Southwest Youth and Family Services

## Southwest Youth and Family Services Use, Occupancy and Maintenance Agreement Renewal

City Council Public Assets and Native Communities Committee

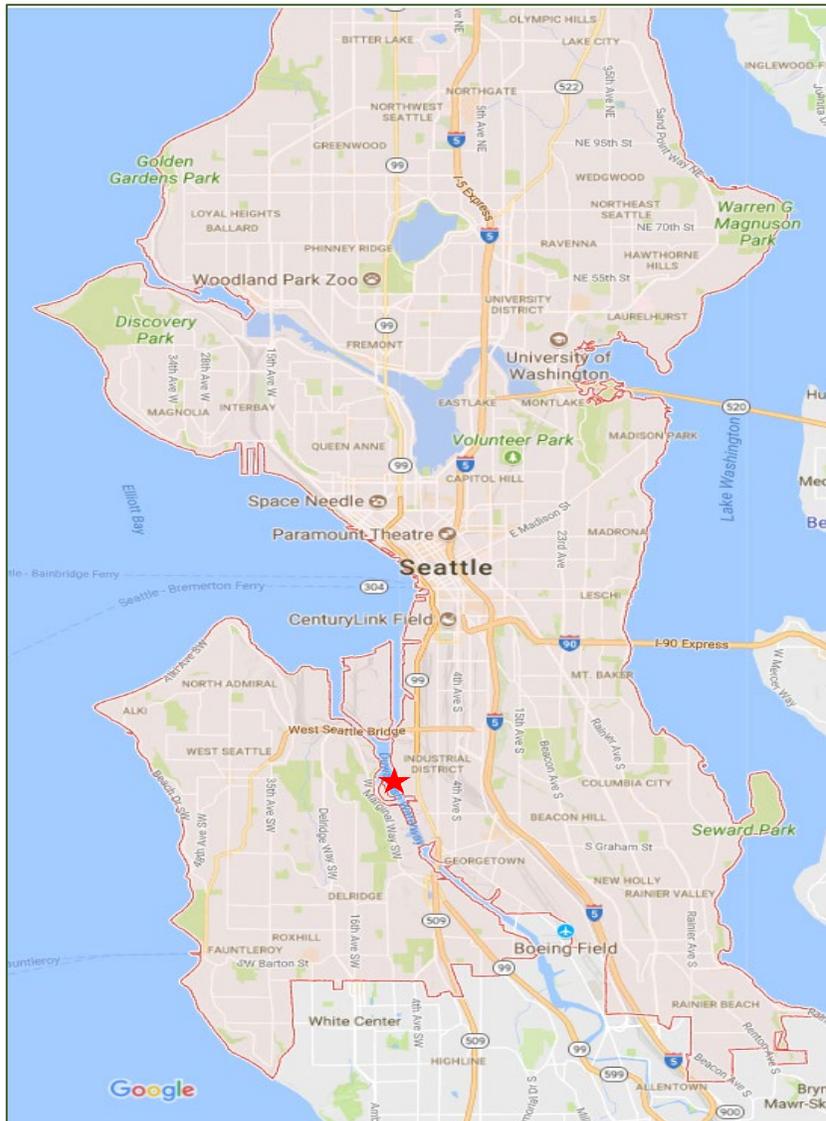
May 4, 2021

Seattle Parks and Recreation



City of Seattle 124

# Southwest Youth & Family Services – Location



**Southwest Youth & Family Services - 501(c)3 organization**  
4555 Delridge Way SW  
Seattle, WA



# SPR – SWYFS Partnership History

- ▶ **1992:** City passed Resolution 28607, authorizing Seattle Parks and Recreation (SPR) to incorporate family support centers into the designs of certain community center improvements, and authorizing SPR to proceed with negotiations with SWYFS for use of the existing Delridge Community Center facility
- ▶ **1994:** SPR executed a Design agreement with SWYFS, followed in 1996 by a Use, Occupancy & Maintenance agreement
- ▶ **1996:** SWYFS raised \$1.2M and completed the construction project, at no cost to the City, to convert the old Delridge Community Center into the SWYFS Offices and Service Center
- ▶ **1996-Present:** SWYFS is a valued City partner providing youth development, mental health, family support, and education services to culturally/economically diverse, underserved families and at-risk youth in Seattle



# Conditions of the Proposed Lease Agreement

**Term:** 10 years with an option for one 10-year extension upon mutual consent of the City and SWYFS

**Use Fee:** \$16,353 monthly (\$196,236 annually), adjusts each year by CPI-U inflation rate

**Use Fee Offsets:** The value of approved Public Benefits provided by SWYFS may be used to offset 100% of the monthly Use Fee

**Maintenance:** SWYFS responsible for all minor and major maintenance & utility costs to operate facility

# SWYFS Full Range of Programs



SWYFS provides culturally appropriate education, counseling and family advocacy programs to underrepresented immigrant/BIPOC communities, at-risk youth and families in need of free or low-cost services. Core programs include:



- **Behavioral Health:** SWYFS Counseling Center offers individual, group and family therapy
- **Education:** SWYFS Education programs support learning from cradle to career
- **Family Advocacy:** Resource Specialists placed in the Family Resource Center and New Futures sites help families with systems navigation, child development, community connections, and more
- **Youth Development:** Students receive wrap-around case management and enrichment services that go above and beyond for youth



# Proposed Annual Public Benefit

Public Benefits	Description	Metric	Value
Public Access	Public access to facility and programs	251 days/50 weeks per year.	Not valued
Volunteer Service	Volunteer time is available working with SWYFS programs, board service, events, and operations	1,074 hours	\$35,463
Capital Improvements	Capital improvements beyond the required maintenance and repair completed by SWYFS	Furnace, carpet replacement planned for 2021-22	\$140,000+
Community Outreach & Events	Outreach to underserved schools to recruit students into programs Additional outreach to immigrant, refugee, and BIPOC community partnering organizations to recruit SYFS participants into programs	100+/- students 1 Community Event	\$500
Programs & Scholarships	Programs include: Education, Counseling, Parent-Child Plus Scholarships for at least 3 participants	Approx. 50 youth served	\$208,329

Total Public Benefit Provided: **\$384,292**

Public Benefit Required to Offset Use Fee: **\$196,236**

Public Benefit to Exceed the Requirement: **\$188,056**

# Public Benefit – Programs, Scholarships & Outreach



- **Education Center Programs:** Credit retrieval program for youth who have been expelled from or dropped out of school
- **Counseling Services:** Individual, family and group behavioral health therapy
- **Parent-Child Home Programs (PCHP):** Home social work visits for families with children aged two to four years that includes parent-child communication, developing good reading habits and socialization skills



## ➤ **Outreach:**

- SWYFS works with staff and counselors at Chief Sealth High School, Denny Middle School, Highland Park Elementary, Sanislo Elementary, and Pathfinder K-8 to identify youth as early as possible who may benefit from the services and programs
- Provide materials and outreach to a minimum of 100 students at risk and in need of greater support
- Collaborate with other immigrant/refugee and BIPOC community organizations to create awareness of services that specifically support their culturally diverse needs



# Questions?

