

Attachment A

Amendment to
Activation and Programming Agreement
For Westlake Park and Occidental Square Park
Between
The City of Seattle
And DBIA Services

This Amendment to the Activation and Programming Agreement for Westlake Park and Occidental Square Park (“Agreement”), by and between THE CITY OF SEATTLE (“City”), a Washington municipal corporation, and DBIA Services (“DBIA”), a Washington nonprofit corporation, is made and entered into effective as of _____, 2016 (the “Effective Date”), subject to City Council authorization.

For good and valuable consideration, receipt of which is hereby acknowledged, the City and DBIA hereby agree to amend the Agreement as follows:

1. **Term of Agreement.** The term of this Agreement, which began on May 5, 2015, will end on July 30, 2016, unless terminated earlier under the provisions of the Agreement or unless the parties agree to a substitute and replacement agreement approved by Council.
2. **Continuance of the Activation and Programming Agreement.** All provisions of the Agreement, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control.
3. **Counterparts.** This Amendment may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Signature pages may be detached from the counterparts and attached to a single copy of this consent to form one document.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures with the intent to be bound by the terms hereof as of the Effective Date.

Signatures of the Parties to this Amendment to the Pilot Agreement are on the following pages.

For The City of Seattle:

For DBIA Services:

Jesús Aguirre, Superintendent
Seattle Parks and Recreation

John Scholes, President/CEO
Downtown Seattle Association

STATE OF WASHINGTON)
) ss. (Acknowledgement for City)
COUNTY OF KING)

On this ___ day of _____, 2016, before me personally appeared _____, to me known to be the Superintendent of The City of Seattle, Seattle Parks and Recreation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said party.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

[Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires _____.

STATE OF WASHINGTON)
) ss. (Acknowledgement for DBIA Services)
COUNTY OF _____)

On this ___ day of _____, 2016, before me personally appeared _____, to me known to be the _____ of DBIA, the Washington not-for-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said not-for-profit corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

[Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires _____.