



CITY OF SEATTLE

City Council

Agenda

Monday, July 13, 2020

2:00 PM

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

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

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CITY OF SEATTLE

City Council Agenda

July 13, 2020 - 2:00 PM

Meeting Location:

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

Committee Website:

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

In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.7 through August 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.

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

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

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

Submit written comments to all Councilmembers at

Council@seattle.gov

Sign-up to provide Public Comment at the meeting at

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

Watch live streaming video of the meeting at

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

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

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

A. CALL TO ORDER

B. ROLL CALL

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

[Min 288](#) June 29, 2020

Attachments: [Minutes](#)

[Min 289](#) July 6, 2020

Attachments: [Minutes](#)

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

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

[IRC 263](#) July 13, 2020

Attachments: [Introduction and Referral Calendar](#)

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

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

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

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

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

H. PAYMENT OF BILLS

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

- [CB 119830](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of June 29, 2020 through July 3, 2020 and ordering the payment thereof.

I. COMMITTEE REPORTS

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

CITY COUNCIL:

1. [CB 119826](#) AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of the Seattle Department of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

Supporting Documents:

[Summary and Fiscal Note](#)
[Central Staff Memo](#)

2. [CB 119815](#) AN ORDINANCE relating to the Seattle Monorail, authorizing the Director of the Seattle Center Department to execute a second amendment to the easement agreement with Westlake Center, LLC previously authorized by Ordinance 113272; providing additional easement area for improvement and expansion of the Monorail station platform; granting rights to install and maintain ticket kiosks and commercial and informational signage; and ratifying and confirming certain prior acts.

Attachments: [Att 1 - Monorail Operating and Easement Agreement](#)
[Att 2 - Second Addendum and Amendment to Monorail Operating and Easement Agreement](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Central Staff Memo](#)

3. [Res 31955](#) A RESOLUTION reaffirming The City of Seattle’s support of unbanked money transfer operators and the immigrant communities they serve.

Attachments: [Summary and Fiscal Note](#)

4. [Res 31950](#) A RESOLUTION relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

Attachments: [Att 1 - Sample RCO Project Agreement](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A – Property Maps](#)

5. [Appt 01585](#) Appointment of Tyrone Grandison as member, Community Technology Advisory Board, for a term to December 31, 2021.

Attachments: [Appointment Packet](#)

Supporting Documents: [Proposed Amendment 1](#)

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: Min 288, **Version:** 1

June 29, 2020

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Monday, June 29, 2020

2:00 PM

Public Hearing

Remote Meeting. Call listen line at 206-684-8566 or access Seattle Channel online.

City Council

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.5 until July 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.

A. CALL TO ORDER

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.5 and guidance provided by the Attorney General's Office, on June 29, 2020, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President González presiding.

B. ROLL CALL

The following Councilmembers were present and participating electronically:

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

C. PRESENTATIONS

There were none.

D. APPROVAL OF THE JOURNAL

[Min 287](#)

June 22, 2020

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

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

Opposed: None

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

[IRC 261](#)

June 29, 2020

Motion was made, duly seconded and carried, to adopt the proposed Introduction and Referral Calendar (IRC) by the following vote:

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

Opposed: None

F. APPROVAL OF THE AGENDA

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

G. PUBLIC COMMENT

Elena Perez addressed the Council regarding a non-Agenda item.

Sujatha Ramni addressed the Council regarding a non-Agenda item.

Josh Castle addressed the Council regarding a non-Agenda item.

Amanda Allen addressed the Council regarding a non-Agenda item.

Theresa Hohman addressed the Council regarding a non-Agenda item.

Andrew Constantino addressed the Council regarding a non-Agenda item.

H. PAYMENT OF BILLS

[CB 119813](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of June 15, 2020 through June 19, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119813.

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

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

Opposed: None

Absent(NV): 1 - Mosqueda

I. COMMITTEE REPORTS

Committee Reports were not presented at this meeting.

J. PUBLIC HEARING

1. [CB 119814](#) **AN ORDINANCE relating to funding for housing and community development programs; adopting a substantial amendment to The City of Seattle 2019 Annual Action Plan Amendment to the 2018-2022 Consolidated Plan for Housing and Community Development and authorizing its submission to the United States Department of Housing and Urban Development; authorizing acceptance of grant funds from that department for programs and activities included in the Annual Action Plan; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.**

PUBLIC HEARING ON COUNCIL BILL 119814

At 2:20 p.m., Council President González opened the Public Hearing.

Hattie Rhodes addressed the Council.

At 2:22 p.m., the Public Hearing was closed.

K. ADOPTION OF OTHER RESOLUTIONS

2. [Res 31949](#) **A RESOLUTION in support of fair, direct, and federal emergency support to reopen and rebuild local American economies; and stating that a fully funded Seattle is essential to economic recovery.**

ACTION 1:

Motion was made and duly seconded to adopt Resolution 31949.

ACTION 2:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Resolution 31949, by adding the Mayor's Concurrence on the "Be it Resolved" and signature lines.

ACTION 3:

Motion was made and duly seconded to adopt Resolution 31949 as amended.

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

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

Opposed: None

L. OTHER BUSINESS

There was none.

M. ADJOURNMENT

There being no further business to come before the Council, the meeting
was adjourned at 2:29 p.m.

Linda Barron, Sr. Executive Assistant

Signed by me in Open Session, upon approval of the Council, on July 13, 2020.

M. Lorena González, Council President of the City Council

Monica Martinez Simmons, City Clerk



Legislation Text

File #: Min 289, **Version:** 1

July 6, 2020

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Monday, July 6, 2020

2:00 PM

Remote Meeting. Call listen line at 206-684-8566 or access Seattle Channel online.

City Council

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28, et seq., through July 7, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.

A. CALL TO ORDER

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.6 and guidance provided by the Attorney General's Office, on July 6, 2020, pursuant to the provisions of the City Charter. The meeting was called to order at 2:00 p.m., with Council President González presiding.

B. ROLL CALL

The following Councilmembers were present and participating electronically:

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

Late Arrival: 1 - Lewis

By unanimous consent, the Council Rules were suspended to allow Councilmembers to participate and vote at City Council and Committee meetings by electronic means through July 10, 2020.

C. PRESENTATIONS

There were none.

Councilmember Lewis joined the meeting at 2:02 p.m.

D. APPROVAL OF THE JOURNAL

There were no Minutes presented for approval.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

[IRC 262](#)

July 6, 2020

Motion was made, duly seconded and carried, to adopt the proposed Introduction and Referral Calendar (IRC) by the following vote:

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

Opposed: None

F. APPROVAL OF THE AGENDA

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

G. PUBLIC COMMENT

Daniel Kavanaugh addressed the Council regarding Agenda item 3, Council Bill 119810.

Sean Butterfield addressed the Council regarding Agenda item 3, Council Bill 119810.

Gabe Pelly addressed the Council regarding Agenda item 3, Council Bill 119810.

Jazzlyn Huerta addressed the Council regarding a non-Agenda item.

Eva Metz addressed the Council regarding Agenda item 3, Council Bill 119810.

Logan Swan addressed the Council regarding Agenda item 3, Council Bill 119810.

Daniel Swanson addressed the Council regarding Agenda item 3, Council Bill 119810.

Emily McArthur addressed the Council regarding Agenda item 3, Council Bill 119810.

Matthew Hinea addressed the Council regarding Agenda item 3, Council Bill 119810.

Paige Spicer addressed the Council regarding Agenda item 3, Council Bill 119810.

Alycia Lewis addressed the Council regarding Agenda item 3, Council Bill 119810.

Josh Castle addressed the Council regarding Agenda item 3, Council Bill 119810.

Joseph Sugrue addressed the Council regarding Agenda item 3, Council Bill 119810.

Hannah Swoboda addressed the Council regarding Agenda item 3, Council Bill 119810.

Ellen Anderson addressed the Council regarding Agenda item 3, Council Bill 119810.

Lucas Vargas addressed the Council regarding Agenda item 3, Council Bill 119810.

Maya Garfinkel addressed the Council regarding Agenda item 3, Council Bill 119810.

Karen Taylor addressed the Council regarding Agenda item 3, Council Bill 119810.

Rosie Daniels addressed the Council regarding Agenda item 3, Council Bill 119810.

Jessica Scalzo addressed the Council regarding Agenda item 3, Council Bill 119810.

By unanimous consent, the Council Rules were suspended to extend the Public Comment period for an additional 40 minutes.

Isabelle Kerner addressed the Council regarding a non-Agenda item.

Kyra Meko addressed the Council regarding a non-Agenda item.

Uma Raghavan addressed the Council regarding Agenda item 3, Council Bill 119810.

Sandy Nelson addressed the Council regarding Agenda item 3, Council Bill 119810.

David Lichter addressed the Council regarding Agenda item 3, Council Bill 119810.

Alice Lockhart addressed the Council regarding Agenda item 3, Council Bill 119810.

S. Charusheela addressed the Council regarding Agenda item 3, Council Bill 119810.

Brendan McGovern addressed the Council regarding Agenda item 3, Council Bill 119810.

Beatriz Lacombe addressed the Council regarding Agenda item 3, Council Bill 119810.

Sujata Ramni addressed the Council regarding Agenda item 3, Council Bill 119810.

Angelie Arie addressed the Council regarding Agenda item 3, Council Bill 119810.

Timothy Dellit addressed the Council regarding Agenda item 3, Council Bill 119810.

Howard Gale addressed the Council regarding a non-Agenda item.

Theresa Hohman addressed the Council regarding Agenda item 3, Council Bill 119810.

Rober Gale addressed the Council regarding a non-Agenda item.

Daniel Wang addressed the Council regarding Agenda item 3, Council Bill 119810.

Donniel Sims addressed the Council regarding Agenda item 3, Council Bill 119810.

Kevin Vitz-Wong addressed the Council regarding Agenda item 3, Council Bill 119810.

Erich Ackermann addressed the Council regarding Agenda item 3, Council Bill 119810.

Lisa Smith addressed the Council regarding Agenda item 3, Council Bill 119810.

Josie Emme addressed the Council regarding Agenda item 3, Council Bill 119810.

Indu Nair addressed the Council regarding Agenda item 3, Council Bill 119810.

Matthew Smith addressed the Council regarding Agenda item 3, Council Bill 119810.

Gabriel Mahan addressed the Council regarding Agenda item 3, Council Bill 119810.

Walker Thomas addressed the Council regarding Agenda item 3, Council Bill 119810.

Dick Schwartz addressed the Council regarding Agenda item 3, Council Bill 119810.

Daniel Heppner addressed the Council regarding Agenda item 3, Council Bill 119810.

Brent Bartlett addressed the Council regarding Agenda item 3, Council Bill 119810.

Thomas Meeks addressed the Council regarding Agenda item 3, Council Bill 119810.

Kristina Nielander addressed the Council regarding Agenda item 3, Council Bill 119810.

Ana Bonilla addressed the Council regarding Agenda item 3, Council Bill 119810.

Liz Agi addressed the Council regarding Agenda item 3, Council Bill 119810.

Khan Hasan addressed the Council regarding Agenda item 3, Council Bill 119810.

Henry Dietz addressed the Council regarding Agenda item 3, Council Bill 119810.

Jacob Vail addressed the Council regarding Agenda item 3, Council Bill 119810.

Jordan Quinn addressed the Council regarding Agenda item 3, Council Bill 119810.

Alexandra Gobeille addressed the Council regarding Agenda item 3, Council Bill 119810.

Melinda Gonzales addressed the Council regarding a non-Agenda item.

Aidan Carroll addressed the Council regarding Agenda item 3, Council Bill 119810.

Barbara Phinney addressed the Council regarding Agenda item 3, Council Bill 119810.

Jack Francis addressed the Council regarding Agenda item 3, Council Bill 119810.

Charles Paul addressed the Council regarding Agenda item 3, Council Bill 119810.

Marlo Maighx addressed the Council regarding Agenda item 3, Council Bill 119810.

Tim Eyman addressed the Council regarding Agenda item 3, Council Bill 119810.

H. PAYMENT OF BILLS

[CB 119817](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of June 22, 2020 through June 26, 2020 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 119817.

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

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

Opposed: None

I. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 119814](#) **AN ORDINANCE relating to funding for housing and community development programs; adopting a substantial amendment to The City of Seattle 2019 Annual Action Plan Amendment to the 2018-2022 Consolidated Plan for Housing and Community Development and authorizing its submission to the United States Department of Housing and Urban Development; authorizing acceptance of grant funds from that department for programs and activities included in the Annual Action Plan; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.**

Motion was made and duly seconded to pass Council Bill 119814.

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

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

Opposed: None

SELECT BUDGET COMMITTEE:

2. [CB 119816](#) **AN ORDINANCE related to the City’s response to the 2020 COVID-19 crisis; amending Ordinance 126000, which adopted the 2020 Budget; accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the Budget; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.**

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

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

Opposed: None

Absent(NV): 1 - Sawant

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

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

Opposed: None

3. [CB 119810](#) **AN ORDINANCE relating to taxation; imposing a payroll expense tax on persons engaging in business in Seattle; adding a new Chapter 5.38 to the Seattle Municipal Code; and amending Sections 5.30.010, 5.30.060, 5.55.010, 5.55.040, 5.55.060, 5.55.150, 5.55.165, 5.55.220, 5.55.230, and 6.208.020 of the Seattle Municipal Code.**

The Committee recommends that City Council pass as amended the Council Bill (CB) with a Divided Report.

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

Opposed: 2 - Juarez, Pedersen

ACTION 1:

Motion was made by Councilmember Mosqueda and duly seconded, to amend Council Bill 119110, as shown in Attachment 1 to the Minutes.

The Motion carried by the following vote:

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

Opposed: 4 - González, Herbold, Morales, Sawant

ACTION 2:

Motion was made and duly seconded to suspend Council Rule III.A.8, relating to amendments presented to the City Council at least two hours before the meeting, to allow consideration of an amendment to Council Bill 119810.

The Motion carried by the following vote:

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

Opposed: 1 - Sawant

ACTION 3:

Motion was made by Councilmember Lewis, duly seconded and carried, to amend Council Bill 119810, as shown in Attachment 2 to the Minutes.

The Motion carried by the following vote:

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

Opposed: 4 - González, Herbold, Morales, Sawant

ACTION 4:

Motion was made and duly seconded to pass Council Bill 119810 as amended.

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

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

Opposed: 2 - Juarez, Pedersen

4. [CB 119811](#) **AN ORDINANCE establishing a spending plan for proposed use of the proceeds generated from the payroll expense tax authorized by the ordinance introduced as Council Bill 119810 establishing an oversight committee; and adding a new Section 3.35.100 to the Seattle Municipal Code.**

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

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

Opposed: None

Abstain: 1 - Pedersen

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

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

Opposed: 1 - Pedersen

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:05 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on July 13, 2020.

M. Lorena González, Council President of the City Council

Monica Martinez Simmons, City Clerk

Att 1 - Action 1 of CB 119810

Att 2 - Action 3 of CB 119810



Legislation Text

File #: IRC 263, **Version:** 1

July 13, 2020



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Pedersen</u>		
1. CB 119828	AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities or designee to acquire by negotiation or eminent domain (condemnation) four separate parcels of land and all other necessary property rights owned by JSO Legacy Properties, LLC; John S. Roach as his separate property, and BNSF Railway Company, all located within Blocks 25 and 26 and vacated Court Street of the recorded plat of South Seattle, for water operations general purposes, and to execute, accept, and record deeds and conveyance documents and agreements deemed by the General Manager/CEO to be necessary to this transaction on behalf of the City; placing the conveyed real properties under the jurisdiction of Seattle Public Utilities; authorizing payment of all other costs associated with the acquisition; and ratifying and confirming certain prior acts.	City Council
<u>By: Lewis</u>		
2. CB 119829	AN ORDINANCE relating to commercial tenancies; temporarily prohibiting the enforcement of personal liability provisions in commercial leases or other rental agreements; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.	City Council
<u>By: Mosqueda</u>		
3. CB 119830	AN ORDINANCE appropriating money to pay certain audited claims for the week of June 29, 2020 through July 3, 2020 and ordering the payment thereof.	City Council
<u>By: Strauss</u>		
4. CB 119832	AN ORDINANCE relating to floodplains; adopting interim regulations consistent with the Federal Emergency Management Agency (FEMA) regulations; adopting updated National Flood Insurance Rate Maps to allow individuals to continue to obtain flood insurance through FEMA's Flood Insurance Program; and amending Chapter 25.06 and Section 25.09.030 of the Seattle Municipal Code.	City Council

By: Strauss

5. [CB 119831](#) AN ORDINANCE relating to land use and zoning; modifying use and development standards to remove regulatory impediments and allow the siting of child care centers throughout the city; and amending Sections 23.42.050, 23.44.006, 23.44.022, 23.45.510, 23.45.570, 23.47A.004, 23.47A.013, 23.48.005, 23.48.605, 23.48.620, 23.48.720, 23.48.732, 23.49.011, 23.50.028, and 23.84A.018 of the Seattle Municipal Code.
- Land Use and Neighborhoods Committee

By: Mosqueda

6. [Res 31957](#) A RESOLUTION establishing spending details by year and program area for the spending plan adopted by the ordinance introduced as Council Bill 119811 that established the authorized uses of the proceeds generated from the payroll expense tax authorized by the ordinance introduced as Council Bill 119810.
- Select Budget Committee

By: Pedersen

7. [CB 119833](#) AN ORDINANCE relating to a sales and use tax; providing for the submission to qualified electors of the City at an election to be held on November 3, 2020, a proposition to collect a sales and use tax to fund transit and related transportation programs in Seattle.
- Select Committee on Seattle Transportation Benefit District Funding



Legislation Text

File #: CB 119830, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of June 29, 2020 through July 3, 2020 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$15,528,860.00 on PeopleSoft 9.2 mechanical warrants numbered 4100352781- 4100354569 plus manual or cancellation issues for claims, E-Payables of \$79,379.60 on PeopleSoft 9.2 9100006627- 9100006681 and Electronic Financial Transactions (EFT) in the amount of \$52,601,627.87 are presented for ratification by the City Council per RCW 42.24.180.

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

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

Passed by the City Council the 13th day of July 2020 and signed by me in open session in authentication of its passage this 13th day of July 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: CB 119826, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of the Seattle Department of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

WHEREAS, since adoption of the 2020 Budget, including the 2020-2025 CIP, the Puget Sound Regional Council (PSRC) has awarded federal Surface Transportation (STP) funds to the City of Seattle from its contingency list of previously ranked awards; and

WHEREAS, these grant funds require execution of agreements contingent on acceptance of the grants by July 15, 2020; and

WHEREAS, spending of these grant funds will begin early in the third quarter of 2020, requiring immediate budget authority; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Seattle Department of Transportation is authorized to accept the following non-City funding from the grantor listed below, and to execute, deliver, and perform agreements for the purposes described below. The funds, when received, shall be deposited in the receiving fund identified below to support, or as reimbursement for, the corresponding appropriations set forth in Section 2 and Section 3 of this ordinance.

Item	Fund	Grantor	Purpose	Amount
------	------	---------	---------	--------

1.1	Transportation Fund (13000)	Puget Sound Regional Council (PSRC) - Surface Transportation Program (STP)	West Seattle Bridge Replacement Study	\$2,000,000
1.2	Transportation Fund (13000)	Puget Sound Regional Council (PSRC) - Surface Transportation Program (STP)	One Center City Implementation	\$1,500,000
Total				\$3,500,000

Section 2. Contingent upon the execution of grant or other funding agreements and receipt of the grant funds authorized in Section 1 of this ordinance, appropriations for the following items in the 2020 Budget are increased from the funds shown, as follows:

Item	Fund	Department	Budget Summary Level	Amount
2.1	Transportation Fund (13000)	Seattle Department of Transportation	Mobility-Operations (BO-TR-17003)	\$1,500,000
Total				\$1,500,000

Section 3. Contingent upon the execution of grant or other funding agreements and receipt of the grant funds authorized in Section 1 of this ordinance, appropriations in the 2020 Budget and project allocations in the 2020-2025 Adopted Capital Improvement Program for the following items are increased as follows:

Item	Fund	Budget Summary Level	Additional Budget Appropriation	Project Name	2020 CIP Allocation (in \$000s)
3.1	Transportation Fund (13000)	Major Maintenance/Replacement (BC-TR-19001)	\$2,000,000	Bridge Rehabilitation and Replacement (MC-TR-C045)	(\$15,833) \$17,833
Net Change			\$2,000,000		\$2,000

Section 4. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Bill LaBorde/206.484.8662	Aaron Blumenthal/206.233.2656

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of the Seattle Department of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

On May 28, 2020 the Puget Sound Regional Council (PSRC) Executive Board voted to approve a \$3,500,000 award of Federal Surface Transportation Program (STP) funding for SDOT's One Center City Implementation project. By motion of Mayor Durkan and Council President Gonzalez, the Executive Board agreed to allow the City to divert \$2,000,000 of the award to studies related to replacement of the West Seattle Bridge. This ordinance accepts these grants and enables SDOT to execute agreements with the funding agencies. The ordinance will also appropriate budget authority that is tied to the grant agreements.

This legislation directs the PSRC grant funding towards two SDOT projects:

- **West Seattle Bridge Replacement Study** - \$2,000,000 (Local match - \$270,000)
This funding will be used to initiate a Type, Size, and Location Study for the eventual replacement of the West Seattle Bridge.
- **One Center City Implementation** - \$1,500,000 (Local match - \$202,500)
This funding will support Transportation Demand Management elements of the One Center City plan. This funding will be used to focus on managing trips between downtown Seattle and West Seattle during the closure of the West Seattle Bridge.

SDOT anticipates completing the grant funded elements of these projects in 2022. For added context, as of June 8, 2020, SDOT has spent \$1,700,000 on the West Seattle High Bridge since the identification of structural issues with the bridge.

SDOT will include a new CIP Project page for the West Seattle Bridge as part of the upcoming 2021-2022 Proposed Budget.

2. CAPITAL IMPROVEMENT PROGRAM

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

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2024:
Bridge Rehabilitation and Replacement	MC-TR-C045	SODO and West Seattle			N/A

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2020	2021	2020	2021
			\$3,500,000	
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2020	2021	2020	2021
			\$3,500,000	
Positions affected:	No. of Positions		Total FTE Change	
	2020	2021	2020	2021

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?
 The City would lose the ability to use the grant funding to leverage local funding to implement important transportation improvements related to ultimate replacement of the West Seattle Bridge and one of the final One Center City projects.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/#*	2020 Appropriation Change	2021 Estimated Appropriation Change
Transportation Fund (13000)	SDOT	Mobility-Capital (BC-TR-19001)_____	\$2,000,000	\$0
Transportation Fund (13000)	SDOT	Mobility-Operations (BO-TR-17003)	\$1,500,000	\$0
TOTAL			\$3,500,000	

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

Is this change one-time or ongoing?

One-time.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2020 Revenue	2021 Estimated Revenue
Transportation Fund (13000)	SDOT	PSRC – STP funds	\$3,500,000	
TOTAL			\$3,500,000	

Is this change one-time or ongoing?

One-time.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

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

No

b. Is a public hearing required for this legislation?

No.

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

No.

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

No.

e. Does this legislation affect a piece of property?

No.

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

N/A

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

N/A

List attachments/exhibits below:

July 7, 2020

MEMORANDUM

To: Seattle City Council
From: Calvin Chow, Analyst
Subject: CB 119826 - PSRC Grant Acceptance Legislation

On July 13, 2020, the City Council will discuss and may act on CB 119826. This legislation would authorize the Seattle Department of Transportation (SDOT) to accept a \$3.5 million grant from the Puget Sound Regional Council (PSRC) and would provide appropriation authority to spend these funds.

The PSRC Executive Board has agreed to allow the City to use \$2 million of the grant award to conduct a Type, Size, and Location Study for the eventual replacement of the West Seattle Bridge. This study will allow SDOT to explore replacement concepts, such as rebuilding the bridge or pursuing a shallow immersed tunnel. This conceptual analysis would lead to future environmental review of alternatives and development of cost estimates.

The remaining \$1.5 million of the grant award will be used to support One Center City Transportation Demand Management programs. SDOT intends to use these funds to respond to the West Seattle Bridge closure and focus these programs on providing alternatives to single-occupancy vehicle trips between West Seattle and Downtown. The PSRC funding would provide for program incentives, marketing, user survey assessments, and staff time.

The PSRC grant must be accepted by July 15, 2020. Section 4 of this legislation includes a ratify and confirm clause to allow SDOT to accept the PSRC funds by the grant deadline. Central Staff recommends approval of this legislation.

cc: Kirstan Arestad, Executive Director
Dan Eder, Deputy Director



Legislation Text

File #: CB 119815, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Seattle Monorail, authorizing the Director of the Seattle Center Department to execute a second amendment to the easement agreement with Westlake Center, LLC previously authorized by Ordinance 113272; providing additional easement area for improvement and expansion of the Monorail station platform; granting rights to install and maintain ticket kiosks and commercial and informational signage; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 113272 authorized execution of the 1987 Monorail Operating and Easement Agreement (“Original Easement”) by and between Westlake Center Associates Limited Partnership and The City of Seattle; and

WHEREAS, Westlake Center, LLC is the current owner of the Westlake Center as the successor to Westlake Center Associates Limited Partnership; and

WHEREAS, in September 2014, the parties executed the First Addendum to the Original Easement for the purpose of relocating certain non-exclusive accessways to the monorail platform; and

WHEREAS, Ordinance 125942 approved a letter of agreement between Seattle Monorail Services, LLC and the Seattle Center Department, authorizing the Seattle Center Director to negotiate and execute an amendment to the Monorail Concession Agreement previously authorized by Ordinance 124674; and

WHEREAS, the letter of agreement included, among other terms, the terms and conditions related to implementation of One Regional Card for All (ORCA) smartcard as a form of fare payment on the Monorail System, conditioned upon the concessionaire making privately funded improvements to the Westlake Station; and

WHEREAS, the Seattle Center Director executed the Amended and Restated Monorail System Concession

Agreement by and between Seattle Monorail Services, LLC and The City of Seattle as authorized by Ordinance 125942; and

WHEREAS, the amended concession agreement contemplates certain improvements to the Monorail System stations to improve Monorail platform capacity, accessibility, signage, and connections to other transit systems; and

WHEREAS, implementation of such improvements requires amendment of the Monorail Operating and Easement Agreement; and

WHEREAS, Seattle Center and Westlake Center, LLC mutually desire to amend the Monorail Operating and Easement Agreement by and between Westlake Center, LLC and The City of Seattle to allow for easements and improvements to the Westlake Monorail Station; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of the Seattle Center (“Director”) and recommended by the Mayor, the Director is authorized to execute for and on behalf of The City of Seattle, an addendum to the original Monorail Operating and Easement Agreement previously authorized by Ordinance 113272 and attached hereto as Attachment 1. The addendum shall be substantially in the form of the Second Addendum and Amendment to the Monorail Operating and Easement Agreement by and between Westlake Center, LLC and The City of Seattle, attached hereto as Attachment 2.

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

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

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

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Monorail Operating and Easement Agreement

Attachment 2 - Second Addendum and Amendment to Monorail Operating and Easement Agreement by and between Westlake Center, LLC and The City of Seattle

Attachment 1

Monorail Operating and Easement Agreement

Attachment 1 includes:

1. September 18, 2014 First Addendum to Monorail Operating and Easement Agreement
2. January 28, 1988 Amendment to the Monorail Operating and Easement Agreement Scope of Work, exhibits to the Amendment are available from the Seattle City Clerk's Office as part of Comptroller File 296229 (p. 68-315)
3. February 13, 1987 Monorail System Operating and Easement Agreement

AFTER RECORDING MAIL TO:

FIRST ADDENDUM TO MONORAIL
OPERATING AND EASEMENT AGREEMENT

This First Addendum to Monorail Operating and Easement Agreement ("First Addendum") is made as of the 18 day of September, 2014 to that certain Monorail Operating and Easement Agreement ("Monorail Agreement") by and among Westlake Center, LLC, a Delaware limited liability company ("Westlake Center") (successor-by-conversion to Westlake Center Associates Limited Partnership ("Associates")) and the City of Seattle ("City") entered into on February 12, 1987 and recorded on February 17, 1987 as Document No. 8702170365 in the King County Recorder's Office. All capitalized terms not defined herein shall have the meanings ascribed to them in the Monorail Agreement.

RECITALS

- A. By virtue of a corporate entity restructuring, Associates converted itself from a limited partnership to a limited liability company (i.e., Westlake Center), with no change in beneficial ownership.
- B. Westlake Center has requested, and City has agreed to, a relocation of certain easements granted by Westlake Center to the City under Section 8 of the Monorail Agreement in locations depicted on the first and second pages of Exhibit D of the Monorail Agreement to provide more direct commuter access to the Property and to accommodate renovation of Westlake Center's retail space.
- C. Westlake Center and City now desire to amend Exhibit D to the Monorail Agreement to reflect the relocation of said easements.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Exhibit D. The first page of Exhibit D to the Monorail Agreement is hereby deleted and fully replaced with Exhibit A attached hereto and collectively designated as Page 1 of Exhibit D.

2. Ratification. Except as provided herein, all of the terms, covenants and conditions of the Monorail Agreement are hereby continued, approved and ratified, and, as hereby amended, shall continue in full force and effect and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


3. Counterparts. This First Addendum may be executed and delivered in any number of counterparts, each of which shall constitute an original.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Associates and City have caused this First Addendum to be executed
as of the date and year first written above.

ASSOCIATES:

Westlake Center, LLC,
a Delaware limited liability company

By: 
Name: Andrew P. Massmann
Title: Authorized Signatory

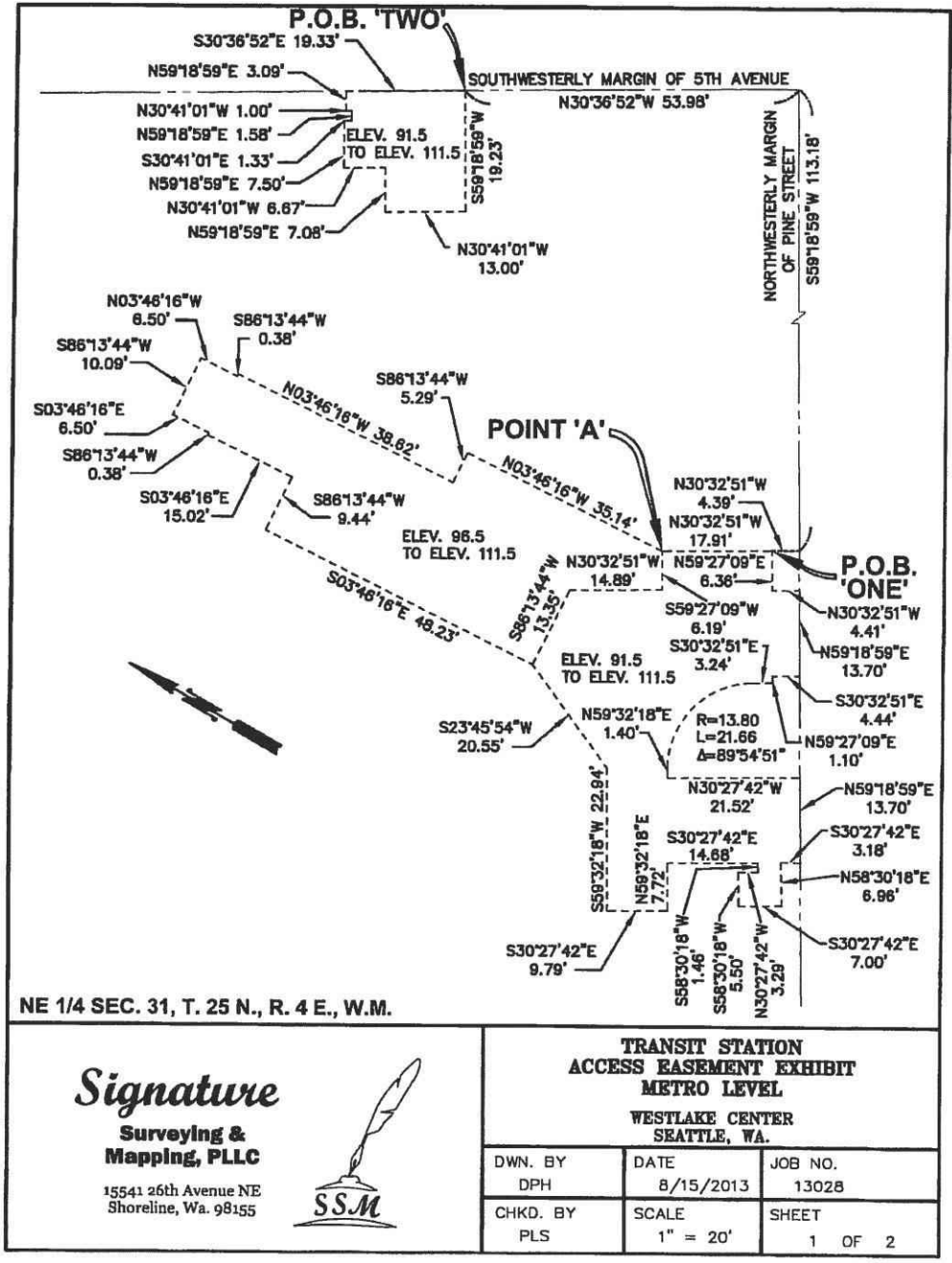
CITY:

The City of Seattle

By: 
(signature)

Name: Robert Nellams
Title: Director of the Seattle Center

Exhibit A



Signature

Surveying & Mapping, PLLC

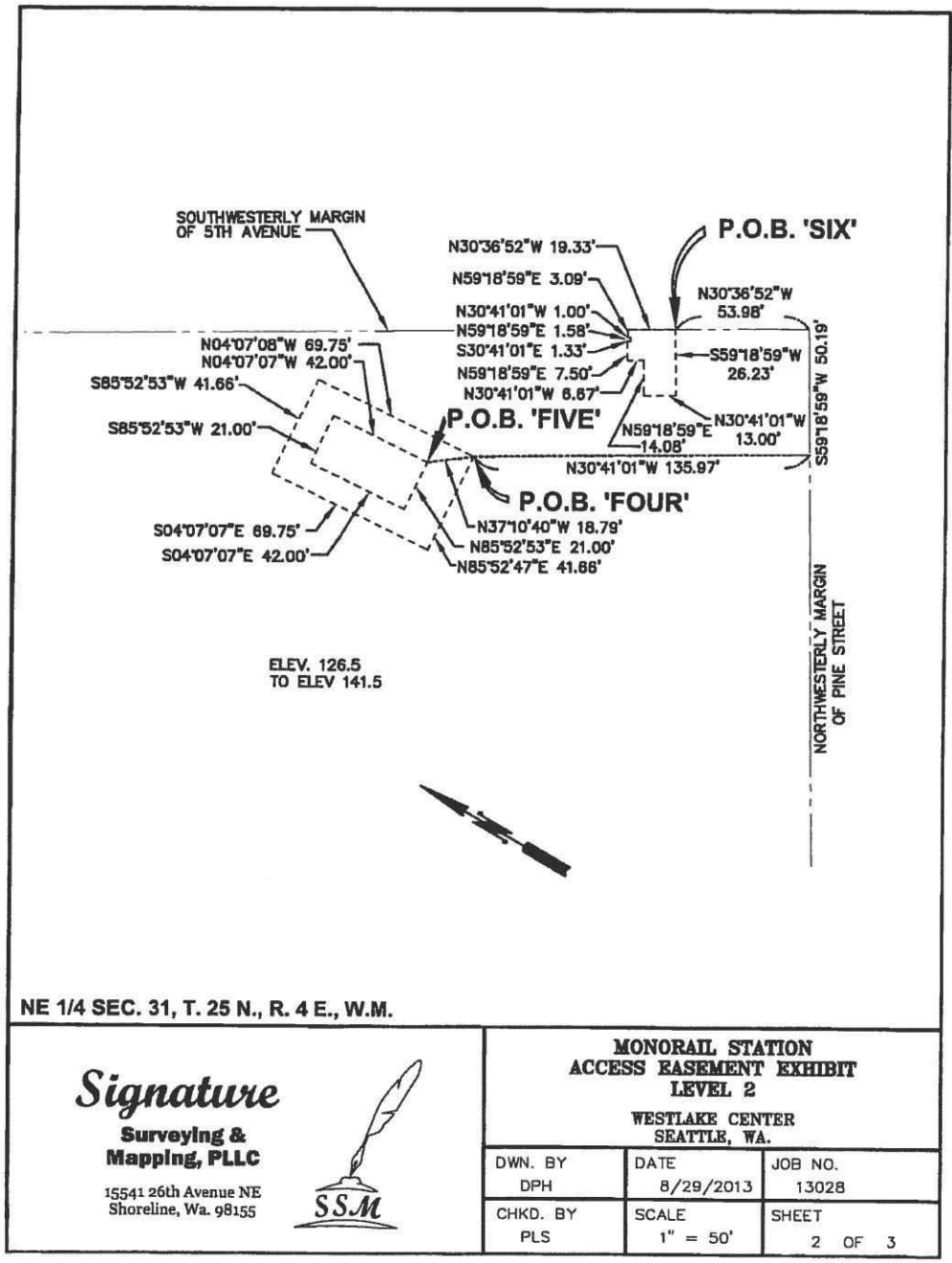
15541 26th Avenue NE
Shoreline, Wa. 98155



**TRANSIT STATION
ACCESS EASEMENT EXHIBIT
METRO LEVEL**

**WESTLAKE CENTER
SEATTLE, WA.**

DWN. BY DPH	DATE 8/15/2013	JOB NO. 13028
CHKD. BY PLS	SCALE 1" = 20'	SHEET 1 OF 2



**WESTLAKE CENTER TRANSIT STATION ACCESS EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 113.18 FEET;
THENCE NORTH 30°32'51" WEST 4.39 FEET TO POINT OF BEGINNING 'ONE';
THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERED TO AS POINT 'A';
THENCE SOUTH 59°27'09" WEST 6.19 FEET;
THENCE NORTH 30°32'51" WEST 14.89 FEET;
THENCE SOUTH 86°13'44" WEST 13.35 FEET;
THENCE SOUTH 23°45'54" WEST 20.55 FEET;
THENCE SOUTH 59°32'18" WEST 22.94 FEET;
THENCE SOUTH 30°27'42" EAST 9.79 FEET;
THENCE NORTH 59°32'18" EAST 7.72 FEET;
THENCE SOUTH 30°27'42" EAST 14.68 FEET;
THENCE SOUTH 58°30'18" WEST 1.46 FEET;
THENCE NORTH 30°27'42" WEST 3.29 FEET;
THENCE SOUTH 58°30'18" WEST 5.50 FEET;
THENCE SOUTH 30°27'42" EAST 7.00 FEET;
THENCE NORTH 58°30'18" EAST 6.96 FEET;
THENCE SOUTH 30°27'42" EAST 3.18 FEET;
THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°27'42" WEST 21.52 FEET;
THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;
THENCE SOUTH 30°32'51" EAST 3.24 FEET;
THENCE NORTH 59°27'09" EAST 1.10 FEET;
THENCE SOUTH 30°32'51" EAST 4.44 FEET;

THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°32'51" WEST 4.41 FEET;
THENCE NORTH 59°27'09" EAST 6.36 FEET TO POINT OF BEGINNING 'ONE'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'TWO';
THENCE SOUTH 59°18'59" WEST 19.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 7.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'TWO'.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,846 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 'A';
THENCE NORTH 3°46'16" WEST 35.14 FEET;
THENCE SOUTH 86°13'44" WEST 5.29 FEET;
THENCE NORTH 3°46'16" WEST 38.62 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE NORTH 3°46'16" WEST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 10.09 FEET;
THENCE SOUTH 3°46'16" EAST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE SOUTH 3°46'16" EAST 15.02 FEET;
THENCE SOUTH 86°13'44" WEST 9.44 FEET;
THENCE SOUTH 3°46'16" EAST 48.23 FEET;
THENCE NORTH 86°13'44" EAST 13.35 FEET;
THENCE SOUTH 30°32'51" EAST 14.89 FEET;
THENCE NORTH 59°27'09" EAST 6.19 FEET TO POINT 'A' AND THE TERMINUS OF THIS DESCRIPTION.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE SOUTH 59°18'59" WEST 132.76 FEET TO **POINT OF BEGINNING 'THREE'**;
THENCE NORTH 04°07'07" WEST 46.51 FEET;
THENCE NORTH 85°52'53" EAST 1.71 FEET;
THENCE NORTH 04°07'07" WEST 12.61 FEET;
THENCE NORTH 85°52'53" EAST 0.69 FEET;
THENCE NORTH 04°07'07" WEST 19.37 FEET;
THENCE SOUTH 85°52'53" WEST 20.65 FEET;
THENCE NORTH 04°07'07" WEST 9.12 FEET;
THENCE NORTH 86°13'44" EAST 9.85 FEET;
THENCE NORTH 04°07'07" WEST 21.52 FEET;
THENCE NORTH 86°13'44" EAST 10.79 FEET;
THENCE NORTH 04°07'07" WEST 50.41 FEET;
THENCE NORTH 35°28'10" EAST 16.70 FEET;
THENCE NORTH 04°07'07" WEST 68.25 FEET;
THENCE NORTH 85°52'53" EAST 3.42 FEET;
THENCE NORTH 04°07'07" WEST 24.01 FEET;
THENCE NORTH 30°36'52" WEST 30.63 FEET;
THENCE SOUTH 04°07'07" EAST 65.93 FEET;
THENCE NORTH 85°52'53" EAST 17.50 FEET;
THENCE NORTH 04°07'07" WEST 101.04 FEET;
THENCE NORTH 30°36'52" WEST 30.00 FEET;
THENCE SOUTH 03°53'08" EAST 69.88 FEET;
THENCE SOUTH 85°52'53" WEST 1.33 FEET;
THENCE SOUTH 04°07'07" EAST 11.00 FEET;
THENCE NORTH 85°52'53" EAST 1.09 FEET;
THENCE SOUTH 04°07'07" EAST 56.50 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT 'B'**;
THENCE CONTINUING SOUTH 04°07'07" EAST 157.42 FEET;
THENCE NORTH 85°52'53" EAST 11.60 FEET;
THENCE SOUTH 04°07'07" EAST 12.61 FEET;
THENCE NORTH 85°52'53" EAST 1.60 FEET;
THENCE SOUTH 04°07'07" EAST 54.22 FEET;
THENCE NORTH 59°18'59" EAST 17.24 FEET TO **POINT OF BEGINNING 'THREE'**;

EXCEPT THE FOLLOWING;

COMMENCING AT THE HEREINBEFORE MENTIONED POINT 'B';
THENCE NORTH 85°52'53" EAST 15.24 FEET TO POINT OF BEGINNING 'FOUR';
THENCE CONTINUING NORTH 85°52'53" EAST 11.33 FEET;
THENCE SOUTH 04°07'07" EAST 31.94 FEET;
THENCE SOUTH 85°52'53" WEST 11.33 FEET;
THENCE NORTH 04°07'07" WEST 31.94 TO POINT OF BEGINNING 'FOUR'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'FIVE';
THENCE SOUTH 59°18'59" EAST 26.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 14.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'FIVE'.

LYING AT ELEVATION 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 8,717 SQUARE FEET MORE OR LESS.



P.O. Box 55487 · Shoreline, WA 98155
206-947-4975 phone · 206-364-3032 fax
info@signaturepllc.com

AMENDMENT TO THE MONORAIL OPERATING
AND EASEMENT AGREEMENT SCOPE OF WORK

THIS AGREEMENT made as of the 28th day of January, 1988, by and between the City of Seattle, a municipal corporation of the State of Washington, having its office at the Seattle Municipal Building, 600 Fourth Avenue, in The City of Seattle, Washington (hereinafter called "City") and Westlake Center Associates Limited Partnership (hereinafter "Associates"), a Washington limited partnership whose general partners are Rouse-Seattle, Inc., a Maryland corporation and Westlake 7 Building Partners Limited Partnership, a Washington limited partnership.

WHEREAS, the City and Associates have entered into that certain Monorail Operating and Easement Agreement dated February 13, 1987 (herein "Agreement") wherein, among other things, the parties have entered into an agreement respecting construction, maintenance, use and operation of certain elevated monorail tracks and monorail platform; and

WHEREAS, it is in the mutual benefit of the City and Associates to amend the Agreement to modify the scope of work provided for in Exhibit "C" of the Agreement, respecting the construction of a portion of the elevated monorail tracks.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

1. Exhibit "C" of the Agreement, providing for the design standards and scope of work applicable to the construction of the Monorail station and Monorail Platform is amended to include the following work to be performed by the Associates ("Associate Work") pursuant to the following conditions. To the extent there is a conflict between other provisions in the Agreement and the conditions pertaining to the additional scope of work contained in this amendment, the conditions in this amendment shall apply to the additional scope of work.
2. Associates Work shall include construction of the Guideway Piers and Vaults in that certain Contract known as the Monorail Contract 4. The description, conditions and requirements of said construction work are contained in Exhibit "1" to this Agreement, attached and incorporated by reference herein, which includes the following:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- (1) WASH DOT/APWA 1984 Standard Specifications, 1986 City of Seattle Supplement, as modified and amended by the 1986 City of Seattle Standard Plans, Special Provisions which is itself modified and amended by Special Provisions, Guideway Pier and Vaults Contract 4, as amended by Addendum No. 1;
- (2) Bid Document Drawings;
- (3) Bid Item List Contract 4 (City of Seattle);
- (4) Bid Item response list from Howard S. Wright Company;
- (5) Letter from Philip M. Frederick to Darrell Vange, dated October 27, 1987; and
- (6) City of Seattle Utilities Permit No. 48148.
- (7) Exhibits A & B1 and B2

AK

3. Special Provisions, Section 2-08.9, LIQUIDATED DAMAGES (FAILURE TO COMPLETE WORK ON TIME) as stated Exhibit 1 shall not apply, but rather the following shall apply when there is a failure to complete work on time.

Time is of the essence in this Amendment, and Associates shall use all reasonable efforts to meet their contract milestones (as provided in Exhibit 1, item No. 1-a in the attached Addendum No. 1 to Special Provisions, Piers and Vaults, Contract No. (4)) in a timely fashion. Except as provided herein, Associates shall not be responsible to pay

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damages to the City or its agents for failing to complete their work on time, whether the delay to complete such work is due to the City's own negligence, the fault of third parties or otherwise. If there is a failure to complete work on time which is due to the negligence of Associates, their contractor, subcontractor or agents, and if as a direct result of said negligence there are delays to other contractors and/or subcontractors for the work and contract milestones of related projects (as identified in said Item No. 1-b of Addendum No. (1)), then Associates shall be responsible for the reasonable construction cost increases which may become necessary in order to reasonably achieve the contract milestones of said related projects and shall further, to the extent permitted by law, indemnify, save harmless and defend the City from any claims and liability from said other contractors and/or subcontractors resulting from such delay. Each party shall be responsible proportionately for their own negligent acts, errors and omissions resulting in such delays and claims and liability arising therefrom as governed by the laws of the State of Washington.

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4. Cost overruns and cost savings shall be treated as provided in that certain Contract for Sale ~~and Redevelopment~~ executed August 17, 1984, amended October 5, 1984 and further amended February 5, 1987 by and between the City and Associates (hereinafter the "Contract") and Section 4 of the Agreement. The work undertaken pursuant to this Agreement shall be for a price of Five Hundred Twenty Five Thousand Nine Hundred and Thirty Dollars (\$525,930.00) including general conditions, fees, state sales tax, B&O and Contingency but excluding bid item 32, Limestone Veneer identified in Exhibit 1, Bid Item List by the City of Seattle dated June 25, 1987, which work is eliminated as part of the work under this Agreement. For any change orders or for any work in excess of the price, (hereinafter referred to as cost overruns), Associates shall prior to authorizing or undertaking such work first seek approval from the City in writing by submitting its request which shall include a detailed written proposal, to:

Seattle Engineering Department
Monorail Project Manager
Attention: Phil Frederick
Room 600 - Municipal Building
Seattle, WA 98104

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For any change orders or any cost overruns involving less than Five Thousand Dollars (\$5,000), the City shall have three (3) working days from the date of the Associates' written request to notify Associates of its acceptance or rejection or shall be deemed to have given its acceptance to the work. For change orders or cost overruns in excess of Five Thousand Dollars (\$5,000.00), the City shall have ten (10) calendar days from the date of the Associates' written request to notify Associates of its acceptance or rejection; failure to so notify Associates shall make the City solely responsible for the additional costs attributable to the delay, but in no event shall silence or inaction on the part of the City be considered "deemed acceptance" so as to authorize the work.

The City shall be responsible for cost overruns (whether due to change orders or otherwise) except to the extent such cost overruns are due to the ~~fault or~~ negligence of Associates, their contractors, subcontractors or agents, in which event Associates shall be proportionally responsible for such additional costs and cost overruns. In any event

[Handwritten signature]
[Handwritten initials]

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Associates, after following the notification and approval procedure as previously stated, shall thereupon provide payment for the additional costs or cost overruns and shall be reimbursed for the City's share of the costs in the manner provided for in Section 4 of the Agreement.

5. In the event that Associates are unable to complete construction of the work provided for in the Monorail Contract 4 within the time frame provided for, then, except to the extent provided for in paragraph 3 of this Amendment, the City shall not otherwise be relieved of its obligations to have the Monorail Station ready and open for business as provided for in Section 3 of the Agreement, nor shall it give rise to an extension of time for the City to meet its obligations as provided in Section 9(a)(vii) of the Agreement.
6. This Amendment to the Agreement is being executed by and on behalf of the City of Seattle by its Director of Community Development pursuant to Section 46 of that certain Contract for Sale of Property and Redevelopment executed August 17, 1984, as amended, and Section 38 of the Agreement.

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IN WITNESS WHEREOF, the City and Associates have executed
this Agreement as of the day and year first hereinabove
written.

ATTEST:

Judith S. Kilgore By: Dan M. Wiley
THE CITY OF SEATTLE
Director, Department
of Community Development

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

By: Rouse-Seattle, Inc.
General Partner

By: Donald M. Coyle
Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: Angela K. Kall
Its PRESIDENT

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me David Mosley to me known to be the Director, Dept. of Community Development of the municipal corporation that executed the within and the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and seal this 1st day of February, 1988.

Juanita E. Serrato
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.
My Commission expires 1-29-88

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that on this 2nd day of February, 1988, personally appeared before me Darrell M. Vance and _____, to me known to be the Vice President and _____ respectively of Rouse-Seattle, Inc., a corporation executing the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation as general partner of Westlake Center Associates Limited Partnership for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal this 2nd day of February, 1988.

Arthur Bushnell
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.
My Commission expires 4-17-90

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DISTRIBUTION	
ORIGINAL -	Director of Engineering
WHITE -	Permittee
YELLOW -	Inspector
PINK -	Inspector
PINK -	Const. Crew

THE CITY OF SEATTLE

DEPARTMENT OF ENGINEERING

DIRECTOR OF ENGINEERING

APPLICATION FOR UTILITIES PERMIT TO THE BOARD OF PUBLIC WORKS

The undersigned (pursuant to Ordinance No. 90047) hereby applies for permission to

Construct monorail piers, vaults and ducts in 5th Avenue adjacent to Westlake Center in accordance with the Monorail Agreement; Letter dated 10/26/87, Frederick to Vange; and contract documents associated with Seattle Engineering Department Plan No. 782-163.

- Permittee to do restoration between curb and property line.
- Permittee to do full restoration of street right-of-way with full time inspection by Director of Engineering.
- Seattle Engineering Department to do restoration between curb and property line.

Permittee/Contractor Rouse-Seattle, Inc. / H. S. Wright, Inc. By [Signature] Date 11-25-87
I recommend that this permit be granted, subject to the conditions set forth therein.

Date December 7, 1987 By [Signature] DIRECTOR OF ENGINEERING

WORK UNDER THIS PERMIT SHALL BEGIN WITHIN SIX MONTHS OF THE DATE OF THE PERMIT UNLESS OTHER ARRANGEMENTS ARE MADE, OTHERWISE PERMIT SHALL BE REVOKED.

PERMIT

THE ABOVE APPLICATION IS HEREBY GRANTED SUBJECT TO GRANTEE:

- Complying with all City Ordinances and Board of Public Works regulations;
- Notifying the Director of Engineering of the time the work will start, and when it will finish; ~~XXXXXX~~
- Notifying any utility or property owner subject to damage or inconvenience during performance of the work, and, grantee shall make all arrangements necessary for the protection of any such utility or owner interest;
- Prosecuting the work with diligence and with due respect to all property, contracts, persons, rights and the interests and convenience of the public;
- Saving the City harmless from any and all damages which may accrue to any person or property because of this installation or maintenance;

NOTIFYING THE UTILITIES OF THE WORK BY CALLING 1-800-424-5555 48 HOURS BEFORE DIGGING.
Complying with special conditions below and on back as noted:

- UNDERGROUND CONSTRUCTION CUSTOMER SERVICE AERIAL CONSTRUCTION
- CONDITION NO'S 1, 2, 4, 7, 8, 9

FAILURE TO GIVE NOTICE TO DIRECTOR OF ENGINEERING WILL RESULT IN THE ASSESSMENT OF A MINIMUM OF ONE HOUR INSPECTION TIME CHARGED AGAINST THE PERMITTEE.

Maintain a minimum of subject to spec lane(s) of vehicular traffic in each direction at all times.

Hours of Work: 6:00 a.m. to 7:00 p.m. subject to Section 1-08.11(1) in City Supplement

Board of Public Works Date _____
[Signature] Chairman _____ Director of Engineering
[Signature] Exec. Secretary By _____

The undersigned accepts this permit and agrees to abide by the conditions thereof.

Permittee/Contractor _____ By _____ Date _____

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FILED FOR RECORD AT REQUEST OF
SAFECO TITLE INSURANCE COMPANY
2615 4th AVENUE, SEATTLE, WA 98122

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BY THE
RECORDS & COMM. DIV.
KING COUNTY

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SAFECO DL-453263
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MONORAIL OPERATING AND EASEMENT AGREEMENT

by and between

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

and

THE CITY OF SEATTLE

EXHIBIT 1

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8702170365

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MONORAIL OPERATING AND EASEMENT AGREEMENT

THIS AGREEMENT made as of the 13th day of February, 1987, by and between the City of Seattle, a municipal corporation of the State of Washington, having its office at the Seattle Municipal Building, 600 Fourth Avenue, in The City of Seattle, Washington (hereinafter called "City") and Westlake Center Associates Limited Partnership (hereinafter "Associates"), a Washington limited partnership whose general partners are Rouse-Seattle, Inc., a Maryland corporation and Westlake 7 Building Partners Limited Partnership, a Washington limited partnership.

W I T N E S S E T H:

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WHEREAS, pursuant to a Contract for Sale of Property dated August 17, 1984, as amended (the "Contract") between the City and Rouse-Seattle, Inc., predecessor in interest to Associates, the City has conveyed to Associates Lots 1, 3, 8, 9, 10, 11 and 12 located on Block 1 in the City of Seattle and Associates has acquired separately Lots 2 and 7 of Block 1 (the "Property" as more particularly described in Exhibit A attached hereto and made a part hereof); and

WHEREAS, pursuant to the Contract (the interest of Rouse-Seattle, Inc. therein having been assigned to Associates), Associates is to develop on the Property and certain adjacent property a mixed use office, retail and garage complex (the "Westlake Project"); and

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WHEREAS, pursuant to the Contract, Associates is to construct the Westlake Project so as to provide access through the Westlake Project and over and upon a platform located within the Westlake Project, constructed by Associates and designed to allow pedestrians to enter monorail trains operating on elevated tracks to be constructed by the City adjacent to Block 1 on the easterly side of the Westlake Project; and

WHEREAS, pursuant to the Contract, the City has agreed to construct and operate such elevated monorail tracks as part of the monorail system serving the City of Seattle and extending from Seattle Center to the Westlake Project; and

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WHEREAS, the Contract provides for the City and Associates to enter into an agreement respecting construction, maintenance, use and operation of such elevated monorail tracks, monorail platform and associated pedestrian access, and respecting easements to be granted in order to preserve such pedestrian access; and

WHEREAS, the City and Associates have agreed as to such matters.

NOW, THEREFORE, in consideration of the promises and the mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

Section 1. Definitions. In addition to the terms defined in the recitals of this Agreement, as used herein, the following terms have the following definition:

"Improvements" means the buildings and permanent improvements to be constructed by Associates on the property and certain

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adjacent property in accordance with the Contract and which will upon completion constitute the Westlake Project.

"Monorail System" means the elevated monorail public transit system owned and operated by the City and extending from Seattle Center to the Westlake Project and all equipment appurtenant thereto and necessary or appropriate for the operation of such public transit system, including but not limited to stations, terminals, trackage, trains and rolling stock and switching equipment.

"Monorail Station" means that portion of the Monorail System consisting of elevated monorail tracks constructed or to be constructed by the City pursuant to the Contract and this Agreement and located adjacent to Block 1 on the easterly side of the Westlake Project and generally in the location shown on the Site Plan attached hereto as Exhibit B and made a part hereof, together with all improvements and equipment necessary for the safe and proper use and operation of the Monorail Station, including without limitation pilings, supports, tracks and switching equipment, but not including the hereinafter defined Monorail Station Platform.

"Monorail Station Platform" means that portion of the Improvements constructed by Associates pursuant to the Contract and this Agreement consisting of a passenger terminal, including but not limited to a concrete platform, walls, ceilings, glass canopy, stairs, and an elevator located adjacent to the Monorail Station generally as shown on Exhibit B (but not constituting a

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part of the Monorail Station), which will serve as an area through which passengers may enter upon or exit from the Monorail Station.

Section 2. Construction: Design Standards and Scope of Work.

Attached hereto as Exhibit C are design standards and a scope of work applicable to the construction of the Monorail Station by the City and Monorail Station Platform by Associates. Associates shall complete base building construction, finish work, lighting, signage and other improvements described in Exhibit C hereof respecting the Monorail Station Platform ("Associates' Work") in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform) and approved by the City, as part of the plans and specifications for construction of the Improvements, in the manner set forth in the Contract. The City shall construct the sliding ramps ("Ramps") which connect to and extend from the Monorail Station Platform and shall complete other improvements (including, without limitation, platform handrails, ticket issuing machines and kiosk interior) respecting the Monorail Station Platform ("City Work") and shall construct all portions of the Monorail System (including, without limitation, the Monorail Station) other than the Monorail Station Platform, and it shall construct its improvements respecting the Monorail Station Platform and the Monorail Station in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform and Monorail Station) and approved as to appearance by Associates.

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All such improvements of the City as are located within the Improvements shall be located upon the Monorail Station Platform except that the City may install ticket issuing machines, as approved by Associates, at the other locations. Associates shall submit its plans and specifications for the Monorail Station Platform to the City as part of its plans and specifications for the Improvements to be submitted pursuant to the Contract and within the time frames set forth in the Contract. The City shall use its reasonable efforts to submit its design development plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station to Associates on or prior to January 1, 1987, and to submit to Associates its construction plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station on or prior to March 1, 1987. Associates shall approve or disapprove the plans and specifications of the City within the time frames (i.e., 15 working days) applicable to the City's approval of Associates plans and specifications under the Contract, and such plans and specifications shall be deemed approved by Associates unless the City is notified to the contrary within 15 working days following submission. If Associates disapproves the plans and specifications of the City, Associates shall so notify the City in writing and state the specific reasons therefor. Following such notification, the City shall either resubmit corrected plans and specifications to Associates for approval or incorporate such corrections as are requested by Associates in the City's subsequent plans.

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The right of Associates and the City to disapprove plans and specifications respecting the Monorail Station and Monorail Station Platform shall be exercised in a reasonable fashion and limited to matters (1) which are not consistent developments of the design standards and scope of work set forth in Exhibit C or plans and specifications previously approved respecting the Monorail Station or Monorail Station Platform, as the case may be or (2) which are new and material architectural or design elements not depicted or described in Exhibit C or in previously approved plans and specifications. Any bona fide dispute as to whether disapproval of plans and specifications or any amendment or modification thereof is allowed hereunder shall be resolved by arbitration in the manner set forth in Section 10(D) of the Contract.

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Section 3. Completion of Construction; Construction Schedule. Associates shall use its reasonable efforts to complete base building construction of the Monorail Station Platform, as part of the Improvements, in accordance with the schedule for completion of the Improvements as set forth in the Contract. The City shall likewise use its reasonable efforts to complete construction of the Monorail System and Monorail Station in accordance with the Schedule set forth in the Contract. The parties intend that the Monorail System, Monorail Station and Monorail Station Platform shall be complete and operational so that the Monorail System will be open and available for passenger service to and from the Monorail Station Platform on the Scheduled Opening

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Date (as defined in the Contract). In addition, Associates shall use its reasonable efforts to complete its work respecting the Monorail Station Platform (excluding pedestrian access) sufficient to allow the City access to the Monorail Station Platform for construction and testing purposes pursuant to Section 9(b)(vii) hereof.

In the event the Monorail Station Platform and retail portions of the Improvements are open for business or ready to open for business (as defined in the Contract) on the Scheduled Opening Date but the Monorail Station is not open for business (as defined in the Contract), Associates shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of Associates under the Contract resulting from the City's failure to comply with its obligations and undertakings set forth therein (including, without limitation, those respecting streetscaping and Westlake Park). In the event the Monorail Station is open for business or ready to open for business on the Scheduled Opening Date, and if the City shall have completed and fulfilled its other obligations and undertakings under the Contract to be completed and fulfilled by the Scheduled Opening Date, but the Monorail Station Platform and retail portions of the Improvements are not open or ready to open for business on the Scheduled Opening Date, the City shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of

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the City under the Contract resulting from Associates' failure to comply with its obligations and undertakings set forth therein.

Under the Contract the City is obligated to incur overtime and premium costs, as necessary, in order to complete, among other things, the Monorail Station, on or prior to the Scheduled Opening Date. If the City incurs such overtime and premium costs and causes the Monorail Station and certain other obligations of the City to be complete and open for business or ready to open for business by the Scheduled Opening Date but the Monorail Station Platform and retail portions of the Improvements are not open for business by the Scheduled Opening Date, Associates shall under certain circumstances as set forth in and subject to the provisions of the Contract, reimburse the City for a portion of such overtime and premium costs.

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Section 4. Payment for Construction; Cost Savings.

Associates shall bear the cost of the Associates' Work respecting the Monorail Station Platform (not including costs incurred by the City respecting the City Work), until such time as the total cost of such construction (excluding design and engineering cost) is equal to \$2,051,000. The City shall bear the balance of all such construction cost, if any, respecting the Monorail Station Platform in excess of \$2,051,000.

The City shall bear the entire cost of construction respecting the Monorail Station, all other aspects of the Monorail System and its improvements to the Monorail Station Platform.

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Associates shall advise the City in writing no later than April 1, 1987 as to the estimated cost for the Associates' Work, which estimate shall be based on an allocation of Associates' overall estimated construction costs or guaranteed maximum cost contract for the Improvements, allowances for additional work and contingencies. Associates shall provide the amount of the guaranteed maximum cost for the Associates' Work by June 1, 1987. Following execution of a contract covering Associates' Work (which may be included in Associates' contract for the Improvements), Associates shall not enter into change orders increasing either the estimated or guaranteed maximum cost of the Associates' Work by more than \$5,000, based on estimates provided by contractors and other parties performing work, unless the City consents to the same. During construction of the Monorail Station Platform, Associates shall pay for the cost thereof as invoiced, and on the Opening Date Associates shall advise the City of the estimated cost of construction with respect thereto. Within sixty (60) days following the Opening Date and completion of the Monorail System, Monorail Station and Monorail Station Platform, Associates shall certify to the City the actual cost respecting the Associates' Work and, within 30 days following such certification, the City shall advise Associates in writing whether it agrees that such cost, as certified, has been incurred in accordance with the Contract and this Agreement. If the City shall fail so to advise Associates of such agreement within such 30 day period, it shall be deemed conclusively that the City has agreed to the certification. Any bona fide dispute as to such certification shall be

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resolved by arbitration pursuant to Section 28 of this Agreement. Within 30 days following agreement as to such cost certification by Associates, (i) the City shall pay to Associates the entire amount by which such cost of Associates' Work, as certified and approved, exceeds \$2,051,000 or (ii) if such Associates' Work costs, as certified and approved, is less than \$2,051,000, Associates shall pay the City the entire difference between \$2,051,000 and the cost of such Associates' Work as certified and approved. Associates shall keep adequate books and records with respect to the cost of construction of the Monorail Station Platform and the City shall have the right to inspect such books and records at Associates' regular place of business, during Associates' regular business hours and upon reasonable prior notice to Associates, and provided that Associates shall not be required to maintain separate books and records regarding such costs.

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Section 5. Temporary Monorail Station. The City shall be responsible, at its sole cost, for the demolition of any existing Monorail System tracks, equipment and improvements, including, without limitation, all piers, columns and supporting elements appurtenant to those portions of the existing Monorail System. The City may elect to leave the footings of the old monorail station in place, in which event Associates shall remove such footings and include the cost thereof in the scope of Associates' Work. The City shall further be responsible, at its sole cost, for the construction and demolition of a temporary monorail

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station to serve the Monorail System during construction of the Monorail Station and Monorail Station Platform.

Section 6. Quality of Construction; Mechanic's Liens. All construction respecting the Monorail System, Monorail Station and Monorail Station Platform shall be performed in a good and workmanlike manner, and Associates and the City will coordinate their construction respecting the Monorail Station and Monorail Station Platform so as to facilitate their respective construction activities. The City recognizes and agrees that Section 20.46 of the Seattle Municipal Code does not apply to construction of the Monorail Station Platform. However, Associates agrees to seek to involve minorities and women in its construction of the Monorail Station Platform, as part of the Improvements (but not as a separate construction item) in the manner set forth in Section 42B of the Contract. The City and Associates hereby give notice that neither party hereto shall be responsible or liable for the work performed pursuant to this Agreement by or for the other party or for any materials furnished to or for the other party, nor shall either party hereto be subject to a lien upon its property for the cost of any labor, services or materials provided to the other party in the performance of the other party's obligations, or the exercise of its rights, under this Agreement. If, in connection with any work done or claimed to have been done by or on behalf of a party hereto, or in connection with any material supplied to such party, any mechanic's, laborer's or materialman's lien shall be filed against the property of the other party, such party, at

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its cost and expense, within thirty (30) days after notice of the filing of such lien, shall, upon the demand of the party against whose property the lien was filed, either (a) cause the same to be discharged of record, or (b) cause the same to be insured over to the satisfaction of the party demanding such discharge; provided that, in the event of a bona fide dispute as to the propriety of the lien and if the property of the lien party is not threatened with foreclosure to satisfy the lien or otherwise jeopardized by the lien, the responsible party shall not be required to discharge or insure over the lien so long as it provides the lien party with a bond (naming the lien party as an obligee) in form and amount reasonably satisfactory to the lien party (provided that the amount of such bond shall be at least equal to 125% of the amount claimed under the lien) and issued by a surety licensed to do business in the State of Washington and reasonably satisfactory to the lien party and sufficient in all respects to protect the lien party's interest in its property affected by the lien, and shall also defend, at its sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such lien, and shall pay any damages suffered or incurred therein by the lien party, and shall satisfy and discharge any judgments entered therein, and shall save the lien party harmless from any claims or damage therefrom.

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Section 7. Alterations. Nothing contained in this Agreement, including, without limitation, the easements hereinafter granted, shall be construed to limit or restrict Associates'

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rights or ability to alter, modify, demolish, rebuild or reconstruct all or portions of the Improvements; provided and for so long as the same shall be consistent with the applicable provisions of this Agreement with respect to the Monorail Station Platform, access to the Monorail Station (following completion of such alteration, modification, demolition, rebuilding or reconstruction) pursuant to the easements hereinafter granted, and otherwise be in accordance with any applicable provisions of the Contract. In the event Associates undertake to alter, modify, demolish, rebuild or reconstruct all or portions of the Improvements, the following conditions shall apply:

(a) Associates shall not close at the same time both the Interior Accessway and Exterior Accessway, except as described in Section 9 hereof or unless both Accessways are damaged or destroyed.

(b) If either Accessway is to be closed for seven (7) days or less, (i) Associates shall notify the City in writing at least thirty (30) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) in the event of such disapproval, the City shall provide Associates with alternate closure dates, which dates shall be within thirty (30) days of the scheduled closure dates; and (iv) Associates

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shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure.

(c) If either Accessway is to be closed for more than seven (7) days, (i) Associates shall notify the City in writing at least ninety (90) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) Associates shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure; and (iv) Associates shall compensate the City for any loss of income due to any ridership loss as a result of such Accessway closure, unless such closure is due to damage or destruction to the Accessway. Loss of income for this purpose shall be determined by multiplying the average number of riders from the prior three years during the same period of time as the closure by the current average ticket rate. The City shall send Associates an invoice for the loss of income so calculated within thirty (30) days of re-opening the Accessway and Associates shall tender payment within thirty (30) days of receiving the invoice.

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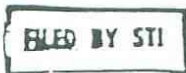
Section B. Easements and Ramp Modifications.

(a) For the purpose of this Section the following will apply:

(i) A party granting an easement is called a "Grantor".

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(ii) A party to whom an easement is granted is called a "Grantee".

(iii) The word "in" with respect to an easement granted "in" a particular parcel or property means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and "under", or any one or more of the foregoing.

(iv) The grant of an easement by a Grantor shall bind and burden its property to the extent of its interest therein, which for purposes of the granting of any easement under this Agreement shall be deemed to be the servient estate, and any such grant shall survive the total or partial destruction of the subject matter of the easement and extend for such period as is hereinafter provided and shall run with the land.

(v) The grant of an easement to a Grantee shall benefit the Grantee and its property (including, but not limited to, any leasehold, fee or real property interest of a Grantee), which property shall, for the purpose of this Agreement, be deemed to be a dominant estate, without payment of any fee or other charge therefor.

(vi) Unless provided otherwise, all easements granted hereunder are irrevocable and non-exclusive and may be used in common by the Associates and the City and their successors and assigns, and by the tenants, subtenants, concessionaires, invitees and licensees of Associates, and by

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the City's invitees, employees, and contractors retained to repair the Monorail System, Monorail Station Platform and Exterior Accessway, and passengers utilizing the Monorail System.

(vii) All easements granted hereunder shall exist by virtue of this Agreement and the Exhibits hereto, without the necessity of confirmation by any other document and shall be binding upon each Grantor, its successors and assigns, for the benefit of each Grantee, its successors and assigns. Upon the termination or release of any easement (in whole or in part) in respect of all or any part of the property burdened thereby, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any Grantor or Grantee, each other Grantor and Grantee will execute and acknowledge an appropriate document memorializing the existence (including the location and any conditions) or the termination or release (in whole or in part), as the case may be, of any easement.

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(b) Associates, as Grantor, hereby grants to the City, as Grantee, for the benefit of the Monorail Station, an easement in the Monorail Station Platform and those portions of the improvements shown on Exhibit D as the Interior Accessway and Exterior Accessway (as the same may be actually constructed pursuant to this Agreement and the Contract) (collectively "Accessways") for the purpose of pedestrian access between the

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Improvements and Monorail Station, in accordance with the purpose for which such Accessways are designed and subject to the provisions of Section 9 below. In addition, the City shall have the right of access to the vault and electrical switches through the Improvements relating to the operation of the Monorail System, Monorail Station Platform and Exterior Accessway.

(c) The City shall not modify, redesign or replace the Monorail Station Platform ramps or install any other system of pedestrian access between the Improvements and the Monorail Station without the written consent of Associates.

Section 9. Restrictions Respecting Easement Areas. The areas burdened by the easements granted pursuant to Section 8 above are hereinafter referred to as the "Easement Areas". Each of the parties hereto will take such action as may be reasonable under the circumstances to regulate the Easement Areas in accordance with those uses and purposes for which the Easement Areas are intended, and neither of the parties shall authorize the use of the same by anyone other than those persons to whom the easements are granted under Section 8. Notwithstanding the foregoing, nothing herein shall be construed to provide less rights of use than those which now or in the future shall be required under local, state and federal law.

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(a) Unless required by law, no person shall be permitted to do any of the following in or about any part of the Easement Areas without the consent of both of the parties:

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(i) (A) With respect to the Accessways, parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the Accessways or Monorail Station Platform by persons entitled to use the same, create a disturbance, attract attention or harass, disparage or be detrimental to the interests of any of the retail or business establishments within the Improvements; and (B) with respect to the Monorail Station Platform, parade, rally, patrol, picket, demonstrate or engage in any conduct that would tend to obstruct, hinder or impede the egress or ingress to the Monorail System or Accessway; or

(ii) Deface, damage or demolish any sign, light standard or fixtures, or other improvement on or within the Improvements or Monorail Station; or

(iii) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind; or

(iv) Use any sound making device of any kind; provided, that with respect to paragraphs (i) through (iv) above, neither of the parties hereto shall be deemed to be in default hereunder so long as such party uses reasonable effort to halt or prevent any such act or acts from taking place on property under its control. To the extent permitted by law, each of the parties shall have the right to deny access to or exclude from the Easement Areas any person engaged in the commission of any such act or

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acts or to restrain any such person from coming upon the Easement Areas. In so acting, such party shall not be deemed to be the agent of any other party, unless expressly authorized or directed in writing to do so by such other party.

(b) In addition to the foregoing restrictions, the parties' use of the Easement Areas shall be subject to and in accordance with the following:

(i) The City covenants and agrees that the Monorail System shall be in operation and open to public ridership and shall keep the Monorail Station open for pedestrian access between the Westlake Project and the Monorail Station during the hours that the retail portions of the Westlake Project are open, or from 10:00 a.m. to 9:00 p.m. Monday through Saturday and 12:00 noon to 5:00 p.m. on Sunday, whichever is shorter.

(ii) The Monorail Station Platform and Exterior Accessway shall be open for pedestrian access one-half hour before and one-half hour after the regular operating hours of the Monorail System. Regular operating hours shall be provided in writing to the manager designated by Associates, but shall not exceed the time period from 6:00 a.m. to 1:00 a.m. each day. The initial regular operating hours are described in Exhibit E. Written notice of any change to the regular operating hours shall be delivered to the Associates' manager not less than thirty (30) days in advance of the effective date of any such change. Any change in the regular

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operating hours whereby the Monorail System would commence operations earlier than 6:00 a.m. or terminate operations later than 1:00 a.m. shall be subject to approval by Associates which shall not be unreasonably withheld. If the Monorail System is operating beyond its regular operating hours as a result of special events or circumstances, the Exterior Accessway shall be open one-half hour before and one-half hour after such extended hours, provided that the City shall give Associates 24-hour advance written notice of such extended hours. Any day in which the Monorail System is not in operation, Associates may close the Monorail Station Platform and Exterior Accessway to pedestrian access, but not for access by the City or its agents at any time.

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(iii) Associates shall keep open the Interior Accessway and Queuing Area whenever the retail portions of the Westlake Project are open for business or at least from 10:00 a.m. to 7:00 p.m. Monday through Saturday and from 12:00 noon to 5:00 p.m. on Sunday. At all other times, Associates shall have the right to close access to the Interior Accessway and Queuing Area. If the Monorail System is in operation as a result of special events or circumstances beyond the regular operating hours, Associates shall keep open the Interior Accessway and Queuing Area upon written notice from the City not less than 24 hours in advance. In such event, the City shall pay Associates an hourly fee of \$50.00 per hour for each hour of extended

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operation by the City. Such fee shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. In addition, such fee may be increased by Associates, with the approval of the City, which approval shall not be unreasonably withheld, due to extra security costs as may be required by experience and over time. ~~If the Interior Accessway and Queuing Area is open for such special events or circumstances, Associates may restrict access over any other portions of the Westlake Project.~~

(iv) In addition to and notwithstanding the foregoing, emergency access through the Easement Area shall be available on a 24-hour basis.

(v) Associates shall be entitled to install doors, security grilles and fire doors and/or fire protection devices on the Easement Areas in order to secure its property at times during which the Easement Areas are not open for pedestrian access and to protect its property against damage by fire.

(vi) In addition and notwithstanding anything contained in this Agreement to the contrary, Associates may temporarily deny access to and upon the Easement Area to the extent reasonably necessary for security purposes, fire or other emergencies.

(vii) The City shall be entitled to access to the Monorail Station Platform for construction and testing

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purposes at least five (5) months prior to the Scheduled Opening Date, provided Associates shall have completed its work respecting the Monorail Station Platform sufficient to allow such access safely and conveniently (and Associates shall use its reasonable efforts so to complete its work at least five (5) months prior to the Scheduled Opening Date). Associates shall give the City written notice at least sixty (60) days in advance of the commencement date of such five-month period. In the event Associates are unable to provide access on the designated commencement date, ~~the time during such five-month period in which the City is to complete its obligations shall be extended for the same time period as the delay in providing access.~~ During the construction of the Monorail Station and Monorail Station Platform, Associates shall, with assistance from the City, apply in a timely fashion for street use or other applicable permits in order to obtain temporary access to the sidewalk and street below the Monorail Station for the purpose of constructing piers, columns, vaults and other improvements in connection with the completion of the Monorail Station or Monorail Station Platform. Associates' application for such permits shall be considered and decided upon expeditiously by the City's Board of Public Works ("Board"), although nothing provided herein shall be construed to obligate the Board to issue such permits. If the Board does not issue such permits in a timely manner, Associates shall have the right to remove the

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work requiring such access from the scope of Associates' Work. Otherwise, neither party shall be entitled to access over those portions of the Easement Areas located on or above the property of the other until such time as work respecting the Easement Areas (including, in any event, the Monorail Station and Monorail Station Platform) shall have been completed pursuant to this Agreement and the retail portions of the Westlake Project are first open for business.

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(viii) Associates shall not place any furniture, equipment or fixtures within or upon the Monorail Station Platform except as shown on the plans and specifications approved hereunder, or as provided under the Contract, or otherwise without the consent of the City. Associates shall have the right to merchandise the Monorail Station Platform and to grant concessions thereon; provided, however, that Associates shall remove such concessions upon the City's request pursuant to the same conditions described in Section 9(b)(ix). The City shall have the right to approve the location of any concessions by Associates on the Monorail Station Platform to the extent that the location of such concessions may adversely affect the use of the Platform as a public transportation terminal. The City shall have no right to grant any concessions on the Monorail Station Platform.

(ix) Associates will not place any ~~Permanent~~ furniture, fixtures or equipment within that portion of the Accessways designated on Exhibit D as "Queueing Area"

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consisting of approximately 1,700 square feet, except to the extent shown on such plans and specifications or as otherwise agreed by the City. Associates may merchandise the Queuing Area pursuant to movable kiosks, pushcarts, displays and other movable merchandising fixtures and means, which shall not take more than 500 square feet of space in the Queuing Area, and Associates may install movable furniture, seating, fixtures and equipment within the Queuing Area, all without the consent of the City; provided, however, that upon not less than twenty-four (24) hours written notice from the City (which notice shall state that the City reasonably expects that the Queuing Area must be cleared in order to accommodate an anticipated high ridership volume and state the duration of time during which the City requires that the Queuing Area be cleared).

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~~Associates shall remove such movable furniture, equipment and the like from the Queuing Area for so long as the same shall be necessary to accom-~~

~~modate the City's request.~~ At the end of the fifth (5th) year following the Opening Date, the City and Associates shall endeavor in good faith to agree as to whether the Queuing Area has been reasonably necessary for the efficient and orderly use of the Monorail Station. If the Queuing Area has not been so necessary on a consistent basis, the parties shall either remove the Queuing Area from the Easement Area or modify and/or reduce the size of the Queuing Area to accommodate the reasonably necessary needs of the Monorail

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Station (but the Queuing Area shall in no event be relocated or expanded without the consent of Associates, in its sole and absolute discretion), and the parties shall execute such release of easement or other document or instrument reasonably requested by either party to effectuate the same. Any bona fide dispute respecting whether the Queuing Area is reasonably necessary, on a consistent basis, for the efficient and orderly use of the Monorail Station shall be determined at the sole and absolute discretion of the City; provided that the City shall reasonably demonstrate to Associates the reasonable necessity of the Queuing Area.

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(x) Provided that the Interior Accessway to the Monorail Station Platform shall include the main vertical accessway through the retail portions of the Westlake Project, Associates may, from time to time, reconfigure and/or relocate those portions of the Accessways (but not the Monorail Station Platform), in which event the easements created under this Agreement in and over the Accessways shall apply to and encumber the same, as reconfigured and/or relocated, but shall not apply to any portion of the Improvements no longer used as Accessways, and provided that Associates shall not reconfigure or relocate the Exterior Accessway or Queuing Area without the prior written consent of the City (which consent shall not be unreasonably withheld).

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(xi) Associates reserve the right to close off those portions of the Easement Areas for the installation of utilities or improvements or for the repair or restoration of its property; provided, however, that before closing off any part of the Easement Areas as provided above, Associates shall give written notice to the City, pursuant to Section 7, of its intention to do so and shall coordinate its closing with the activities of the City so as to minimize interference with the operation of the Monorail System.

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Section 10. Associates' Use and Operating Covenant. Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as the City shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the Westlake Project or condemnation, and provided compliance is not rendered impossible by unavoidable delay, by action or inaction of the City or by persons or events over which Associates has no control, Associates shall keep the Interior Accessway in good, clean operating condition and repair, generally in accordance with the maintenance standards attached hereto as Exhibit G, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete. Any dispute as to compliance with the provisions of this Section 10

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shall be resolved by arbitration in accordance with the provisions of Section 28.

Section 11. Use and Operating Covenant of the City.

(a) Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as Associates shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the improvements of the City respecting the Monorail System (including, without limitation, the Monorail Station) or condemnation, and provided compliance is not rendered impossible by unavoidable delay by action or inaction of Associates or by persons or events over which it has no control, ~~the City shall~~

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~~continuously manage and operate the Monorail System (including, without limitation, the Monorail Station and all fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements) as a first-class, clean, safe and efficient public transportation system with appurtenant systems and facilities.~~ Without limiting

the generality of the foregoing, commencing on the date on which the retail portions of the Westlake Project are first open for business, and continuing during the Term of this Agreement, subject to the provisions set forth above, ~~the City shall keep the~~

~~Monorail System, the Monorail Station, and all such fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements in good~~

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clean operating condition and repair, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete.

(b) The City shall, at its sole cost, be responsible for all operation, cleaning, repair and maintenance of equipment and/or systems installed by the City, within or upon the Monorail Station Platform, Accessways, Ramps or Improvements.

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(c) The City covenants and agrees to manage and operate the Monorail System with the Monorail Station in accordance with this Section 11 hereof for not less than twenty (20) years after the Opening Date. Notwithstanding any other provision herein to the contrary, if the City defaults under this covenant, the damages to be paid to Associates shall be determined in accordance with Section 18(b). The City may sell, transfer, or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any governmental entity without the Associates' consent, but shall not sell, transfer or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any non-governmental entity without the written consent of Associates, which shall not be unreasonably withheld.

(d) The City shall not extend, expand or substantially alter the Monorail System in any manner which would increase on a consistent basis above the peak base ridership volume passenger use of the Monorail Platform and/or Accessways without the prior

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written consent of Associates. For purposes of this provision, the peak base ridership volume is 6,000 passengers per hour. Any dispute as to compliance with the provisions of this Section 11 shall be resolved by arbitration in accordance with the provisions of Section 28.

~~Section 12. Maintenance, Security and Utilities.~~

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(a) The City shall be responsible at all times for providing security services to and securing the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall be responsible at all times for providing security services to and securing the Interior Accessway. Associates shall have the right to protest the insufficiency of security for the Platform and Exterior Accessways and the City shall have the same right with respect to the Interior Accessway. Upon the occurrence of such protest, the City or Associates, in cooperation with the other party, shall promptly and reasonably endeavor to develop and implement a revised schedule and standard of security services as may be reasonably necessary under the circumstances.

(b) The City shall be responsible before and after the regular operating hours of the retail portions of the Westlake Project for providing overnight and routine cleaning and maintenance services and all other maintenance services not otherwise the responsibility of Associates for the Monorail Station Platform, Ramps and Exterior Accessway. Such routine cleaning and maintenance services shall be in accordance with the schedule and standards for such services described in Exhibit H. The regular

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operating hours of the retail portion of the Westlake Project for the purposes of this Section shall be at a minimum 10:00 a.m. to 7:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sunday. During the regular operating hours of the retail portions of the Westlake Project, Associates shall be responsible for providing routine spot cleaning and maintenance services for the Monorail Station Platform and Exterior Accessway in accordance with the schedule and standards for such services described in Exhibit I. If either party fails to provide their respective required cleaning and maintenance services described in this Section for the Monorail Station Platform and Exterior Accessway, the other party shall so notify the responsible party for such failure. If after 24 hours, the responsible party has not corrected the default, the other party may provide such required maintenance services at the expense of the defaulting responsible party until such time as the responsible party provides the required level of service. Any dispute arising in connection with this Section 12 shall be resolved by arbitration in accordance with the provisions of Section 28.

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(c) The City shall be responsible for all capital improvements, replacements and major maintenance on the Monorail Station Platform, Ramps and Exterior Accessway. Prior to the commencement of any such capital improvement, replacement or maintenance, the City shall first obtain the written approval of Associates, which shall not be unreasonably withheld. All replacements of such capital improvements, equipment or fixtures

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shall be, at least, of equivalent quality as the original. The City shall maintain the Monorail Station Platform and Exterior Accessway, including without limitation, any mechanical systems thereon, in a first-class and sound operating condition, except the routine repair and maintenance of the elevator in the Exterior Accessway. The City shall provide Associates in advance with a copy of the annual capital budget which covers the Monorail System and Monorail Station. Any dispute under this Section shall be resolved by arbitration as provided in Section 28.

(d) The City shall pay all utility charges in connection with the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall pay all utility charges in connection with the Interior Accessway.

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Section 13. Payment. In order to reimburse in part Associates' costs in providing cleaning and maintenance services, in keeping open the Interior Accessway and in providing other non-routine services more fully described in Exhibit I, for the Monorail Station Platform and Exterior Accessway, the City shall pay Associates \$2,583.33 per month. Such amount shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. Such amount may, also, be increased, with the approval of the City, in accordance with insurance premium increases directly related to claims experience on the Monorail Station Platform, Ramps and Exterior Accessway.

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Section 14. Liability Insurance.

(a) Upon the execution of this Agreement, Associates shall obtain and file with the City evidence of its policy of comprehensive general liability insurance. Such policy shall specifically name the City as an additional insured thereunder. This insurance shall be maintained by Associates during the term of this Agreement.

(b) The City is not insured by any independent insurance carrier and is self-insured at this time. Should the City, at its sole discretion, obtain any applicable independent insurance coverage on the Monorail Station and Platform, then the City agrees that it shall notify Associates immediately in writing and shall specifically name Associates as an additional insured thereunder. The parties recognize that under current law, including Article VIII, Section 6 of the Constitution of the State of Washington and RCW 39.36.020, 6.04.140 and 6.04.150, there is a limit upon the amount of public indebtedness which may be incurred by the City, upon which Associates have relied, as a material part of this Agreement, and agreed to the City's self-insurance as it impacts the Monorail Station and Platform. Should there be a material change to the current law in this respect during the period of time in which the City remains self-insured, then upon reasonable notice from either party, the parties shall endeavor in good faith to renegotiate this section of the Agreement.

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Section 15. General Contractor's Insurance. Each party shall require that their respective general contractors,

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performing any of the construction work contemplated under this Agreement, name Associates and the City as additional insureds on the general contractors' policies of comprehensive general liability insurance. Each general contractor shall, at its own expense, obtain and shall file with Associates and the City appropriate evidence in the form of a Certificate of Insurance of a policy of comprehensive general liability insurance (including contractual and automobile coverages). Such Certificates are subject to approval by Associates and the City as to insurer, form and coverage. Such policies shall provide minimum limits of \$1,000,000 combined single limit per occurrence and annual aggregate with no deductible amounts. Associates and the City shall be given thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of each such policy.

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Section 16. Indemnity. To the extent permitted by law, the City shall indemnify, save harmless, and defend Associates from all claims and liability due either to the negligent acts, errors or omissions of the City, its agents and employees, or from anyone arising on or within the area of the Monorail System, Monorail Station Platform, Ramps or Exterior Accessway, except to the extent such claims and liability relate to cleaning and maintenance services provided by Associates pursuant to Section 12 in such areas. In the same manner, Associates shall indemnify, save harmless and defend the City from all claims and liability due either to the negligent acts, errors or omissions of Associates,

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its tenants, subtenants, agents and employees, or from anyone arising on or within the Interior Accessway. Each party shall be responsible proportionately for their own negligent acts, errors or omissions and claims and liability arising therefrom as governed by the laws of the State of Washington. Each party shall bear its own defense costs, including attorneys' fees, statutory and other costs for defending a claim.

Section 17. Damage and Destruction. In the event of the destruction of or damage to any portion of the property of either party hereto located upon or adjacent to Block 1 (the Improvements in the case of Associates and the Monorail Station in the case of the City), and if such party elects to rebuild, restore or repair the same (it being understood that, pursuant to the Contract Associates may be obligated to rebuild the Improvements or portions thereof), such party shall promptly rebuild, restore and repair the same, or cause such rebuilding, restoration and repair, in a good and workmanlike manner. Any such rebuilding, restoration and repair shall include:

(a) In the case of damage to or destruction of any portion of the property of Associates, and at the option of the City, the rebuilding, restoration and repair (as necessary) of the Monorail Station Platform and such portions of the Easement Areas as are located upon or above the Westlake Property to as good a condition, to the same general appearance, and on the same level or levels as existed prior to such damage or destruction; and

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(b) In the case of damage to or destruction of the Monorail System, and at the option of Associates, the rebuilding, restoration and repair (as necessary) of the Monorail System and Monorail Station to the same general quality, performance and operation standards, and appearance and in the same level or levels as existed prior to such damage or destruction.

Section 18. Election Not to Rebuild.

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(a) Following completion of construction of the Westlake Project and continuing until the Termination Date, provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, and subject to the rights, if any, of the City under the Contract, any Mortgagees or other third parties, Associates may, at its sole option, within a reasonable period of time, elect not to rebuild or restore the Improvements (including, but not limited to the Monorail Station Platform), in which event the following shall occur:

(1) Associates shall grant the City the right to build, at the City's sole expense, a temporary monorail station platform with an accessway to the sidewalk on Associates' property in substantially the same space occupied by the Monorail Station Platform and Exterior Accessway. The City shall promptly remove, at the City's sole expense, such temporary platform and accessway upon the request of Associates when Associates commence construction on the Property.

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(ii) The access easement granted to the City in Section 8 shall continue in accordance with this Agreement.

(iii) Associates and the City shall negotiate in good faith the terms of a new operating agreement for the Monorail System, if Associates elect to re-develop the Property.

(iv) The City shall waive all damages and claims against Associates in connection with any interruption of Monorail System service.

(v) Associates shall clear away any ruins resulting from damage or destruction.

(b) Following completion of construction of the Westlake Project and continuing until the termination date, provided the Westlake Project is in operation in accordance with this Agreement and Associates are otherwise in compliance with its obligations hereunder, the City may, at its sole discretion, within a reasonable period of time, elect not to rebuild or restore the Monorail Station or System, in which event the City shall undertake the following:

(i) During the initial twenty (20) years of this Agreement, the City shall pay Associates an amount equal to \$2,051,000 less \$102,550 for every year after the first year of this Agreement until the year the Monorail System suffers such damage or destruction.

(ii) The City shall remove all fixtures, systems and equipment relating to the operation of the Monorail System, Monorail Station, Ramps, and Monorail Station Platform from the

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Monorail Station Platform, Exterior Accessway and Interior Accessway.

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(c) If any portion of the Improvements, including the Easement Areas, and the Monorail System or Station are damaged or destroyed at the same time, either party may elect not to rebuild or restore, respectively, the Improvements or the Monorail System or Station. Each party shall waive any damages or claims against the other party in connection with the damage or destruction, at the same time, of the Improvements and Monorail System or Station. If the City elects to rebuild or restore the Monorail Station and Associates does not elect to rebuild or restore the Improvements, then Associates shall perform the undertakings described in Section 18(a). If the Associates elect to rebuild or restore the Improvements and the City does not elect to rebuild or restore the Monorail Station, then the City shall perform the undertakings described in Section 18(b).

Section 19. Mortgages. At any time and from time to time during the Term of this Agreement, Associates may assign or encumber its interest in this Agreement by way of a Mortgage or Mortgages containing such terms and provisions as Associates shall, in its sole discretion, deem fit and proper (but subject to the provisions, as applicable, of the Contract), and no Mortgagee of Associates shall be bound by the provisions of this Agreement as a result of any such Mortgage. Notwithstanding the foregoing, following completion of construction of the Improvements should any such Mortgagee of Associates otherwise succeed to the interest

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of Associates in this Agreement pursuant to foreclosure, assignment or deed in lieu of foreclosure, such Mortgagee, and any party who acquires Associates' interest in this Agreement through such Mortgagee shall be bound by the provisions of this Agreement; provided, however, that a Mortgagee of Associates which succeeds to the interest of Associates in this Agreement and the Improvements pursuant to foreclosure, assignment or deed in lieu of foreclosure prior to completion of the Improvements shall only be required to complete construction of the Improvements (including, without limitation, the Monorail Station Platform and Easement Areas located on the Westlake Property) to the extent required under the Contract.

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As used herein the term "Mortgage" means any one or more mortgages, deeds of trust, deeds to secure debt, loan deeds, trust indentures, owner's interest in a sale-leaseback, lessor's interest in a lease-sublease back, security agreements or any similar security or title retention device, including without limitation any leasehold mortgage, which shall, from time to time, create a lien upon the estate of any Associates in property and which shall be security for one or more notes, bonds or other evidences of indebtedness issued by Associates. The term "Mortgagee" means the holder of a Mortgage or the lender in whose favor the Mortgage was created, together with its successor, assignee or assignee selected by the Mortgagee to take title to the property encumbered by the Mortgage upon foreclosure or assignment or deed in lieu of foreclosure.

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Section 20. Release Upon Transfer. If at any time, either party shall sell, assign, transfer or convey the entirety of its interest in the property which is the subject of this Agreement, other than by the execution of a Mortgage, such party shall be relieved of all further liability hereunder accruing from and after the date of transfer. Such party shall, however, as a condition of such transfer, cause the transferee expressly to assume and be bound by all the terms, covenants and conditions in this Agreement contained and to be performed on the part of the transferring party.

Section 21. Rights of Self-Help.

(a) If any party (the "Defaulting Party") fails to perform any of the provisions, covenants or conditions of this Agreement on its part to be performed (including, without limitation, the making of any payment which the Defaulting Party has agreed herein to make) at the time and in the manner herein provided for the performance thereof, or if any provision, covenant or condition in this Agreement requires the diligent pursuit of a conduct or a course of work and if the Defaulting Party shall fail to pursue it diligently, then, in addition to any other remedies at law or in equity or as otherwise provided in this Agreement, the other Party (the "Non-Defaulting Party") may, upon 24 hour notice with respect to physical security devices on the Monorail Station Platform or Exterior Accessway or securing the access between the Monorail Station Platform and the Interior Accessway, or to cleaning and maintenance services described in

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Section 12, or upon reasonable notice not to exceed sixty (60) days with respect to matters involving a material visual impact on equipment, fixtures or other improvements installed by Associates on the Monorail Station Platform or Exterior Accessway, or involving public safety or unsafe conditions, or upon such other notice as may be specifically provided herein, cure or prosecute the curing of such default and all reasonable expense incurred in connection therewith, including legal fees, together with interest thereon at the Default Rate shall promptly be paid by the Defaulting Party to the Non-Defaulting Party effecting such cure. Neither party shall have the right to enter upon the property of the other party, except the Easement Areas, or to operate or cause the operation of the property of such other party in order to undertake any such cure.

(b) In addition, with respect to the events described herein, Associates may deny access to the property of Associates, including the Easement Areas, after Associates have notified the City in writing not less than thirty (30) days in advance. Such denial of access shall continue during the period of any default by the City in its obligations hereunder until such time as the default is cured (including such time as any amounts owed to Associates by the City shall have been paid in full, with interest thereon at the Default Rate from the time the amounts became due) and shall only occur upon the happening of the following events:

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(i) Failure by the City to satisfy promptly any judgment rendered against the City or against Associates, if Associates is protected by the City's indemnity in Section 16;

(ii) Failure by the City to comply promptly with any arbitral award or decision rendered pursuant to Section 28; or

(iii) Failure by the City to pay promptly the obligations described in Section 13 and 9(b)(iii), in which event, the denial of access is limited to the Interior Accessway.

(c) The term "Default Rate" means the annual rate of interest equal to the lesser of (i) the rate of interest announced from time to time by The Chase Manhattan Bank (National Association) (or some other bank agreed upon by the Parties) for short term loans to large businesses having the highest credit standing or (ii) the highest rate of interest allowed by law.

Section 22. Duration of Rights. The rights given by either party to the other to act as a Non-Defaulting Party under Section 21 shall endure until the Termination Date, provided that if and to the extent that any right or obligation of any party under this Agreement endures beyond such Termination Date, the rights provided in this Agreement shall likewise endure. Nothing in this Agreement shall act to terminate or limit any right of any Party to receive payment of any amount accrued at or before the Termination Date until it has been paid in full.

Section 23. No Termination and Re-negotiation Rights.

(a) The parties expressly agree that any provision of law or equity to the contrary notwithstanding, in the event of any

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default hereunder, such default shall not give rise to a right to terminate this Agreement, and the parties expressly understand and agree that this Agreement shall continue in effect through its Term, notwithstanding any default by any party.

(b) On the twentieth (20th) and fortieth (40th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the financial terms of this Agreement in order to reflect any changed circumstances. Each party shall negotiate in good faith and shall reasonably take into account any changed circumstances.

Section 24. Remedies Not Exclusive. The remedies provided for in this Agreement are not the sole remedies of a party and shall not be construed to be, by way of limitation, the only remedies available to the parties, but in addition either party shall be entitled to all remedies available in law or equity for breach by the other party.

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Section 25. Rights of Mortgagees. The City agrees to accept performance and compliance by any Associates' Mortgagee of and with any term, covenant, agreement, provision or limitation on the part of Associates to be kept, observed or performed by the Associates under this Agreement. Without limiting the generality of the foregoing, in the event Associates shall be a Defaulting Party under this Agreement, the City shall not exercise its rights or remedies provided in Section 21 unless it shall first give to each of the Associates' Mortgagees whose name and address shall have been provided to the City pursuant to Section 29 notice of

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the event or events giving rise to Associates' default hereunder and stating the City's intention to exercise its remedies hereunder on a date specified in such notice. Notwithstanding such notice, the City shall not exercise its remedies hereunder if (i) such default by the Associates can be cured by the payment of a fixed monetary amount and within thirty (30) days after the date on which such notice is given, such Mortgagee shall make such payment or (ii) such default can be cured with the exercise of reasonable diligence by such Mortgagee, and such Mortgagee, within sixty (60) days after the date such notice is given, commences such proceedings (including, without limitation, the filing of a petition for the appointment of a receiver) as it may deem necessary to succeed to Associates interest under this Agreement and thereafter diligently pursues the curing of such default. Upon request, the City will enter into an agreement with any Mortgagee of Associates granting to the Mortgagee the rights set forth in this Section 25. This Agreement shall not be modified, amended, surrendered, cancelled or wholly terminated by Associates, nor shall any waiver of Associates' rights hereunder be effective, without the written consent of such Associates' Mortgagees whose name and address shall have been furnished to the City pursuant to Section 29.

Section 26. Termination Date.

(a) This Agreement shall remain in full force and effect and binding upon each party hereto and its property to the extent herein provided until the occurrence of the Termination

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Date. On the date of the first to occur of the following events (the "Termination Date"), this Agreement shall terminate in its entirety:

(i) The fiftieth (50th) anniversary of the date of this Agreement, except as provided in Section 26(c);

(ii) Upon the condemnation of all or substantially all of the Improvements (provided that such termination shall not be effective until such time as title to the condemned property vests in the condemning authority and the City (if not the condemning authority) shall be entitled to claim compensation from the condemning authority on account of its lost easements or easement rights hereunder) or the destruction of all or substantially all of the Improvements not followed by commencement of restoration within one (1) year;

(iii) Upon the unanimous consent of the City, Associates and Associates' Mortgagees;

(iv) ~~At the option of Associates and following sixty (60) days written notice to the City, at such time as the operation of the Monorail System shall be discontinued for reasons other than those necessary for the repair and maintenance of the Monorail System for a continuous period in excess of sixty (60) days or for any non-consecutive sixty (60) days total in any calendar year.~~

(v) At the option of the City and following sixty (60) days written notice to the Associates, at such time as operation of the retail portions of the Westlake Project shall be

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discontinued, for reasons other than those necessary for the repair, maintenance or renovation of the Improvements, for a continuous period in excess of twenty-four (24) months.

(b) On the Termination Date each party shall be released from each covenant, provision and condition to be performed by it under this Agreement (including, without limitation, those respecting easements), which is not by its terms, to extend beyond or survive the Termination Date (except that the parties shall not be released from any liability incurred prior to the Termination Date). Upon the request of a party, both parties shall sign and exchange an instrument in recordable form evidencing the termination of this Agreement.

(c) Provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, on the fiftieth (50th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the terms of this Agreement. Each party shall negotiate in good faith. If the parties are unable to reach agreement on the new terms of the Agreement within two (2) years of the fiftieth (50th) anniversary date, such disputed terms shall be submitted to arbitration as provided in Section 28. In any event, the City shall retain, at its sole and absolute discretion, the right to an access easement on the Property to operate the Monorail Station; provided that, any calculation of any arbitral award or decision shall disregard the City's right to retain such an access easement. During the

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time the parties continue to negotiate in good faith or the arbitration process is in operation, the terms of this Agreement as of the fiftieth (50th) anniversary date shall continue with full force and effect.

Section 27. Compliance with Laws. At all times during the Term, the parties shall comply with all laws then in effect respecting the performance of their respective obligations and the exercise of the respective rights hereunder.

Section 28. Arbitration.

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(a) If a dispute shall arise between the parties, and if, pursuant to any express provision of this Agreement, such dispute is to be resolved by arbitration, then any such dispute shall be resolved by arbitration. Except to the extent expressly provided otherwise herein, any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association then obtaining and shall commence within thirty days of the date arbitration was invoked.

(b) The arbitrators shall be sworn faithfully and fairly to determine the question(s) at issue, and shall afford each party a hearing and the right to submit evidence, with the privilege of cross-examination on the question(s) at issue, and shall, with all possible speed, make their determination in writing, and shall give the parties notice of such determination. Any Mortgagee of Associates shall be entitled to participate fully in such hearing. All fees and costs of any such arbitration shall be paid as provided in the commercial arbitration rules of the

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American Arbitration Association or as determined by the arbitrators. Each arbitrator shall be independent of any affiliation or interest with either of the parties and shall be experienced in the development and operation of high quality, mixed-use real estate projects and public transportation systems. In any proceeding conducted pursuant to this Section, the award of the arbitrators shall be final and binding and enforceable in any court of competent jurisdiction.

(c) Except the arbitration described in Section 26(c), if either party reasonably and in good faith believes that an arbitral award or decision of a dispute would involve damages in excess of \$25,000, then such dispute shall not be subject to arbitration. Once the parties submit a dispute to arbitration, the arbitral award or decision shall be final, binding and enforceable, regardless of the amount of any damages.

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Section 29. Notices. Every notice, demand, consent, approval or other communication which either party is required or desires to give or make or communicate upon or to the other party shall be in writing and shall be sent by mailing the same by registered mail or certified mail, postage prepaid, return receipt requested, as follows:

IF TO THE CITY: Director of Seattle Center
Seattle Center
305 Harrison Street
Seattle, Washington 98109

or to such other address or addresses as the City shall from time to time and at any time designate by notice to Association.

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IF TO ASSOCIATES: Westlake Center Associates
Limited Partnership
Associates-Seattle, Inc.,
General Partner
c/o The Rouse Company
10275 Little Patuxent Parkway
Columbia, Maryland 21044
Attention: General Counsel

or to such other address or addresses as Associates shall from time to time and at any time designate by notice to the City.

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Every notice, demand, request, or other communication sent in the manner aforesaid shall be deemed to have been given, made or communicated, as the case may be, and shall be effective on the second business day after the same has been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail, except that any notice, demand, request, or other communication to a party (but not to any Mortgagee) may be personally delivered, and in such event shall be deemed to have been given on the date the same shall have been personally delivered to the officer or representative of the Party (as identified above) to whom such notice, demand, request or other communication is addressed. Each party shall designate an officer or representative to receive such personal notice.

Either party may require, at any time, that additional copies of any notice, be sent to such person(s), not, as to each notice, in excess of three (3) copies at any one time, as shall from time to time be designated in any notice from such party as to such requirement.

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Section 30. Section Headings. The section headings in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 31. Successors. Subject to the other provisions of this Agreement, all of the terms, covenants, obligations and conditions of this Agreement shall inure to the benefit of and shall bind as the case may be, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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Section 32. Real Estate Commissions. Each of the parties represents and warrants unto the other that there are no commissions, charges or other compensation due any broker, agent or finder with respect to this Agreement or the negotiations thereof, and each of the parties covenants and agrees with the other that if either party hereto utilizes an agent, broker, or finder, the party so using an agent, broker or finder or incurring such commissions, charges, fees or similar expenses will pay, hold harmless and indemnify the other party from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any such compensation, commissions, charges or other compensation claimed by any such broker, agent or finder.

Section 33. Estoppel Certificates. Each party agrees that at any time and from time to time at reasonable intervals, within

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thirty (30) days after written request by the other party, such party will execute, acknowledge and deliver to the requesting party or to any prospective Mortgagee of Associates, assignee or tenant or subtenant, a certificate stating (i) that the Agreement is unmodified and in force and effect (or if there have been modifications, that this Agreement is in force and effect as modified, and identifying the modification agreements, or if the Agreement is not in force and effect the certificate shall so state; (ii) whether or not there is any existing default by either party under the Agreement with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (iii) whether or not, to the best knowledge of the certifying party, there are any setoffs, defenses or counterclaims against enforcement of the obligations of the certifying party hereunder.

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Section 34. No Waiver. No failure of either party hereto to exercise any power given it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 35. Partial Invalidity. In any term, covenant, or condition of this Agreement or the application thereof to any person, party or circumstances shall, to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes

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unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or the application of such term, covenant or condition to persons, parties or circumstances other than those 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.

Section 36. Rights Cumulative. All rights, powers and privileges conferred herein upon the parties shall be cumulative but not restrictive to those given by law.

Section 37. Waivers and Consents. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waiver or render unnecessary consent to or approval of any subsequent similar act. The Director of the Seattle Department of Community Development is authorized to act for and on behalf of the City in connection with this Agreement and in determining Associates' compliance with its obligations hereunder, and to extend the time for the performance of any of Associates' obligations under this Agreement, and to grant any consents, waivers or approvals on behalf of the City hereunder, except where action by another party is required by law or this Agreement.

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Section 38. Entire Agreement. This Agreement and all the Exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the Parties not embodied herein, attached hereto or hereinabove referenced shall be of any force and effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

Section 39. Transfer: Binding Nature. Except as provided in Section 19 (Mortgages), any sale, transfer or conveyance of any property subject to this Agreement or any part thereof or interest therein shall be subject to this Agreement, and it shall be deemed construed without further agreement that the purchaser or grantee at any such sale, transfer or conveyance has assumed and agreed to carry out any and all obligations of the transferor in this Agreement so long as such purchaser or grantee shall be the owner of the interest so transferred. As a condition of any such sale, transfer or conveyance, the transferee thereunder shall execute such instruments as the other party may reasonably require confirming the foregoing, and each party represents and covenants that it will not make any such sale, transfer or conveyance except in accordance with the provisions of this Section. In addition to and without limiting the generality of the foregoing, the City shall not, without the prior written consent by Associates, sell, transfer or convey the Monorail System or Monorail Station or its

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interest therein, or any part thereof, to any party which is not a governmental entity or agency.

Section 40. No Partnership. Nothing herein and no subsequent acts of any of the parties shall be deemed or construed by the parties hereto, nor by any third party, as creating or authorizing the creation of the relationship of principal and agent or of partnership or joint venture between the parties, or any of them.

Section 41. Expense of Obligations. Where this Agreement imposes obligations or responsibilities upon either party hereto, such obligations and responsibilities shall be performed at the expense of such party responsible therefore except where otherwise specifically provided.

Section 42. Unavoidable Delay. Except as otherwise expressly provided, each party hereto shall be excused from performing any of its obligations or undertakings provided in this Agreement (except any of its obligations to pay any sums of money under the applicable provisions hereof) for so long as the performance of such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, including but not limited to such of the following as may be beyond the reasonable control of such party: Act of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; malicious mischief; inability to procure or general shortage or rationing or regulation of labor, equipment, facilities, sources of energy

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(including, without limitation, electricity, gas, gasoline or steam), ~~materials or supplies in the open market~~; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; order of government or civil or military or naval authorities; litigation involving a party or others relating to zoning, subdivision, or other governmental action or inaction; or any other cause, whether similar or dissimilar to the foregoing, not reasonably within the control of such party; provided, however, that neither party shall be entitled to relief under this Section by reason of any event unless such party shall have given the other party notice of such event and the nature of such event within a reasonable time after the occurrence of such event, and unless such party uses reasonable prudence and diligence (without unreasonable expense) to avoid or mitigate the delay caused by such event.

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Section 43. Recordation. This Agreement or a memorandum hereof shall be recorded among the land records of the City of Seattle. All costs and expenses of such recording shall be shared equally by the parties.

Section 44. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

Section 45. No Third Party Rights. Nothing in this Agreement shall be construed to permit anyone other than the parties

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hereto and Associates' Mortgagees, and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 46. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and venue shall lie with the appropriate court in King County.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, acknowledged and delivered in form and manner proper and sufficient in law, all as of the day and year first above written.

ATTEST:

THE CITY OF SEATTLE

By: *E. ...*
Director, Seattle Center

By: *D. ...*
Director, Department
of Community Development

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WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

By: Rouse-Seattle, Inc.,
General Partner

By: *D. ...*
Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: *A. ...*
Its PRESIDENT

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EXHIBIT A

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LOT 1: Block 1, Addition to the Tower of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOT 2: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City:

AND EXCEPT that portion of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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LOT 3: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City.

LOT 7: Block 1, ADDITION TO THE TOWN OF SEATTLE, as laid off by the heirs of Sarah A. Bell, deceased (commonly known as Heirs of SARAH A. BELL'S ADDITION TO THE CITY OF SEATTLE), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the portion of said Lots condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOTS 8, 9, 10 and 11: All those portions of Lots 8, 9 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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LOTS 10, 11 and 12

Those portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased, (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington, lying Easterly of the East line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City:

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EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

TOGETHER WITH those portions of Westlake Avenue and the alley lying within said Block 1 which attached to the above-described Lots 1, 3, 8, 9, 10, 11 and 12 by operation of law upon the vacation thereof.

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Exhibit A
Property Interest

Fee Simple Estates in:

Lot 1, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

Lot 3, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 137376 of said City;

All those portions of Lots 8, 9, 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, Page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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Those portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 1203, in King County, Washington, lying easterly of the east line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City; EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

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Also subject to all of the terms and conditions of this Agreement, the City agrees to sell and assign to Purchaser and Purchaser agrees to purchase and take from the City all of the City's right, title and interest in and to the hereinafter described Lot 2, Block 1, including but not limited to, the City's right, title and interest in and to that certain Statement of Lease Agreement dated November 15, 1945 by and between F. S. Stinson Corporation, as lessor, and Edison Washington Stores, Inc., as lessee, as assigned to the City by Assignment of Ground Lease dated August 27, 1980 by and between Joseph W. Lund, Ross J. Beatty, John T. Fallon, Alfred C. Linkletter and William G. Myers as Trustees of Bradley Real Estate Trust and the City and that certain Assignment of Leases, Subleases and Tenancies and Assumption Agreement dated August 27, 1980 between the aforesaid Trustees and the City (herein collectively called "Ground Lease"), a copy of which is attached hereto as Exhibit C, which Ground Lease has a term expiring on July 31, 1998 (subject to extension by the lessee thereunder to a term expiring on July 31, 2028) and which conveys to

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the City a leasehold interest in and to that certain real property located in the City of Seattle and more particularly described as follows:

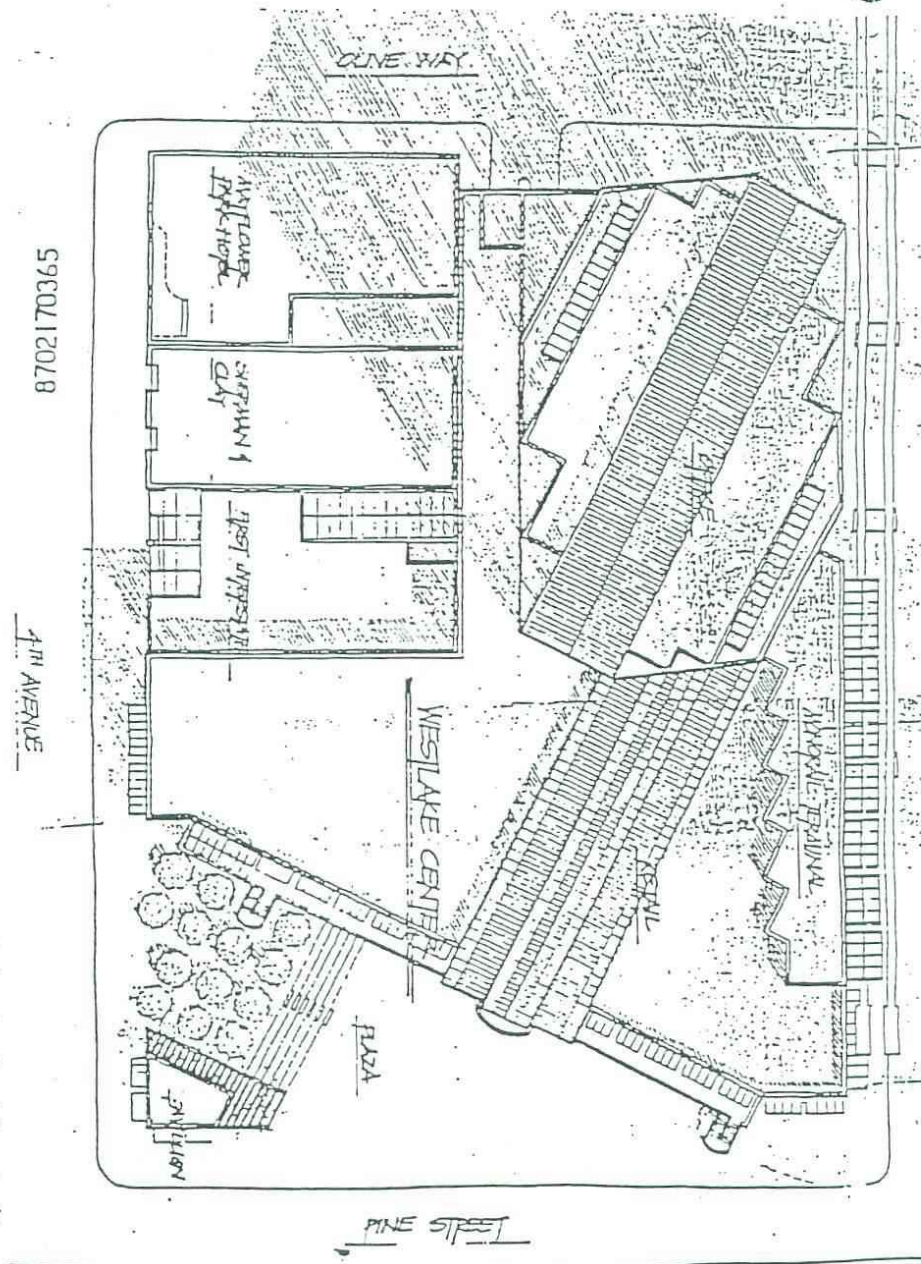
Lot 2, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Ball, deceased (commonly known as Heirs of Sarah A. Ball's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;
EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City; and EXCEPT the portion of said lot condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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Exhibit B
Site Plan



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Exhibit C
Monorail Reimbursement Scope

The following list sets out the rules for allocation of monorail construction costs between Rouse and the City of Seattle, as well as establishing methods for allocating broader project costs to the station construction:

- Group 1: designed and constructed by Rouse within the monorail easement area; fully allocable as specified in Section 7.A.
- a. station platform
 - b. canopy
 - c. 50% of common walls and 100% of station and exterior access walls.
 - d. all platform doors and sliders
 - e. 5th Avenue elevator
 - f. 5th Avenue stairwell
 - g. platform, elevator and stairwell finishes
 - h. platform, elevator and stairwell lighting
 - i. station graphic design and production and installation
 - j. removal of existing monorail footings and piers
 - k. monorail columns and vaults if built by Rouse
 - l. platform furniture, if provided by Rouse
 - m. any other work requested in writing by City and accepted by Rouse.
 - n. sprinkler system
 - o. emergency lighting
 - p. ticket kiosk enclosure
- Group 2: designed and constructed by Rouse, not within the monorail easement area; partially allocable to the Rouse monorail commitment as specified Section 7.A.
- a. steel structural framing; amount allocated to monorail represented by fraction of total structural cost where the numerator is the gross building area of the monorail platform including elevator and stairwell, and the denominator is the gross building area of the entire Westlake Center project.
 - b. foundations; allocated in the same fashion as (a) above.
 - c. central electrical service; amount allocated to monorail will be based on the estimated percentage of total project capacity required by monorail as determined by Rouse's engineers, reviewed and approved by monorail.
 - d. mall escalators; amount allocated to monorail will be the incremental cost, if any, of escalators sized to handle the monorail exiting capacity over the cost of escalators that would otherwise be provided to serve mall customers, to be reviewed and approved by monorail.

11-13 DUE TO THE QUALITY OF THE DOCUMENT

Monorail Reimbursement Scope
January 8, 1987
Page 2

- Group 3: designed and constructed by the City of Seattle. Costs associated with these items will be assigned to Rouse's monorail obligation only to the extent that the City specifically requests, and Rouse agrees, that Rouse should perform the work.
- a. hydraulic or electric moving platforms
 - b. ticket kiosk
 - c. platform, cab or guideway electrical service
 - d. guideway system
 - e. vault equipment
 - f. ticket dispensing equipment (location and placement is subject to approval by Rouse).
 - g. handrails/gates along platform edge
 - h. PA system
- Group 4: designed by the City of Seattle and constructed by Rouse. Design costs will be paid by the City. Construction costs will be fully allocated to the Rouse Monorail commitment.
- a. Power supply vault, equipment vault and all ducts and related appurtenances
 - b. Monorail foundations and columns (Piers 60-63).

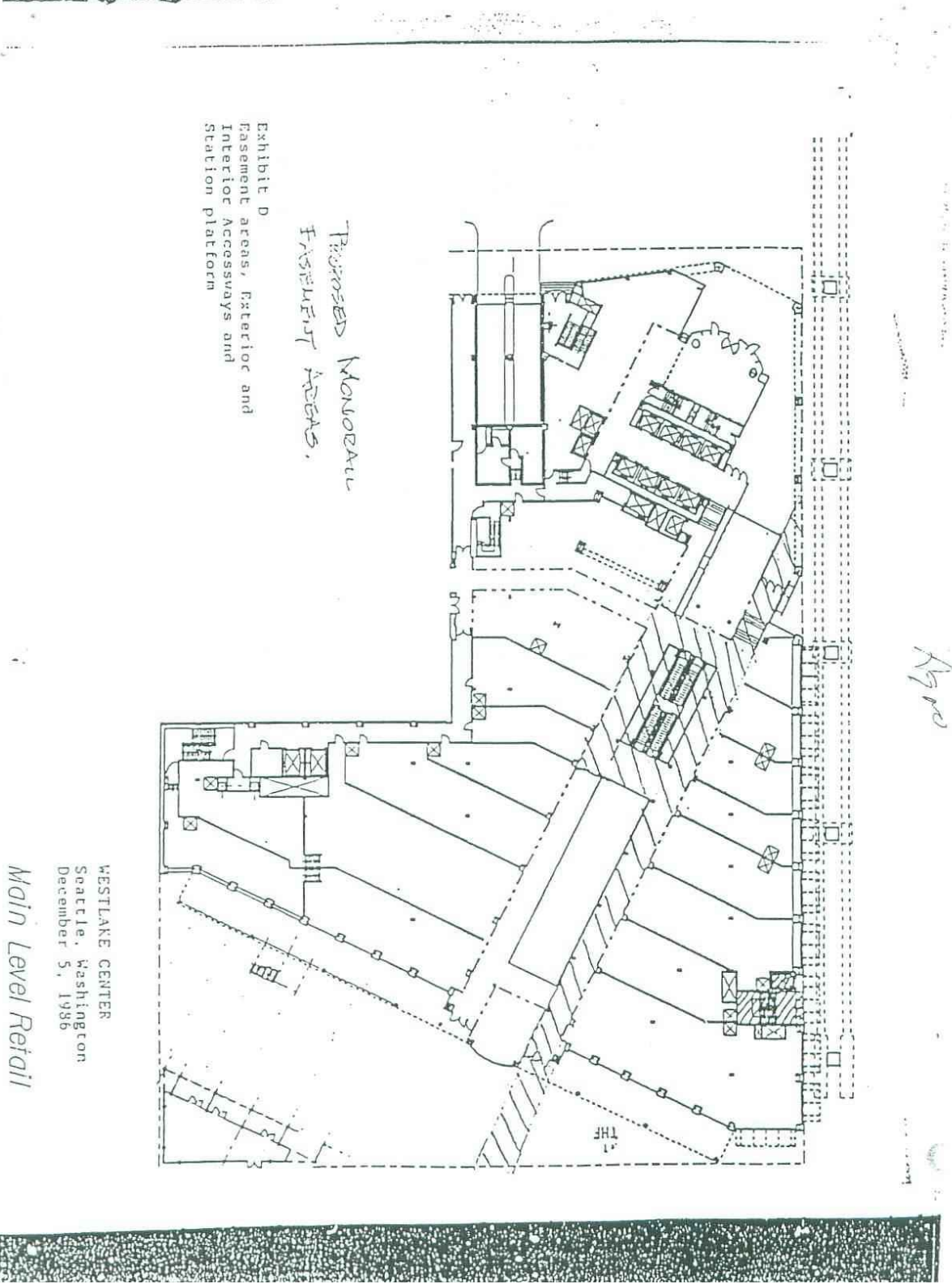
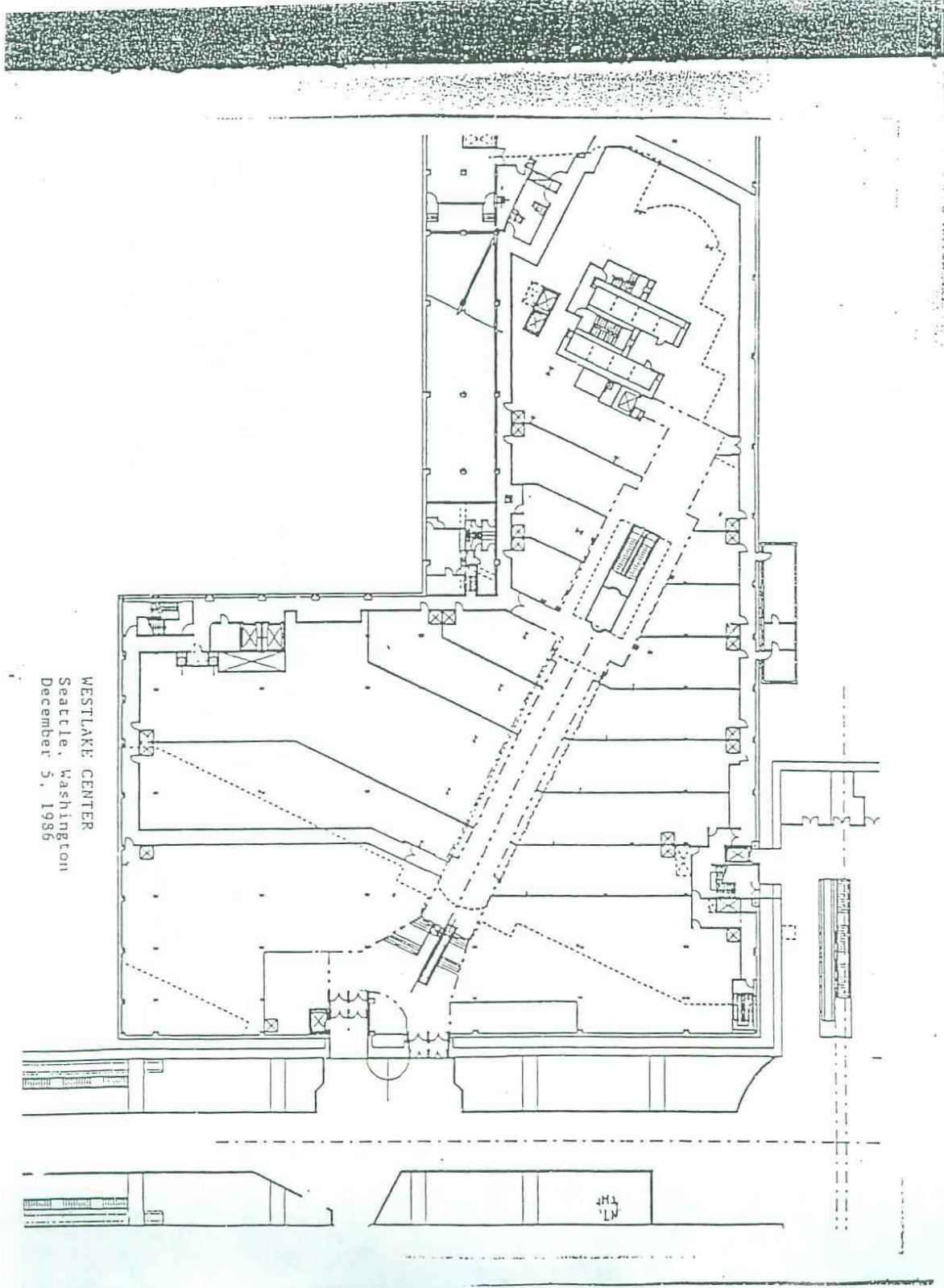


Exhibit D
Easement areas, Exterior and
Interior Accessways and
Station platform

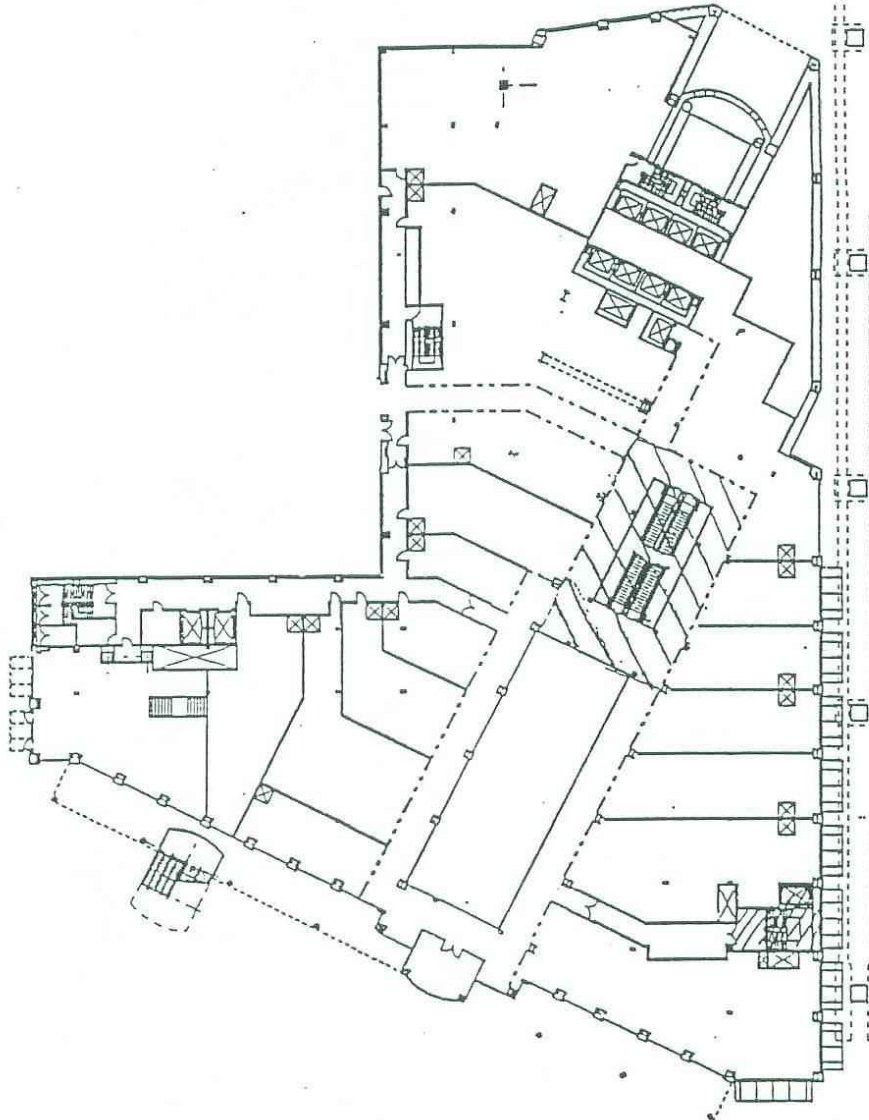
PROPOSED MONORAIL
EASEMENT AREAS.

Agree

WESTLAKE CENTER
Seattle, Washington
December 5, 1986
Main Level Retail



WESTLAKE CENTER
Seattle, Washington
December 5, 1986
SECURED LEVEL RETAIL



WESTLAKE CENTER
Seattle, Washington
December 5, 1986
Third Level Retail

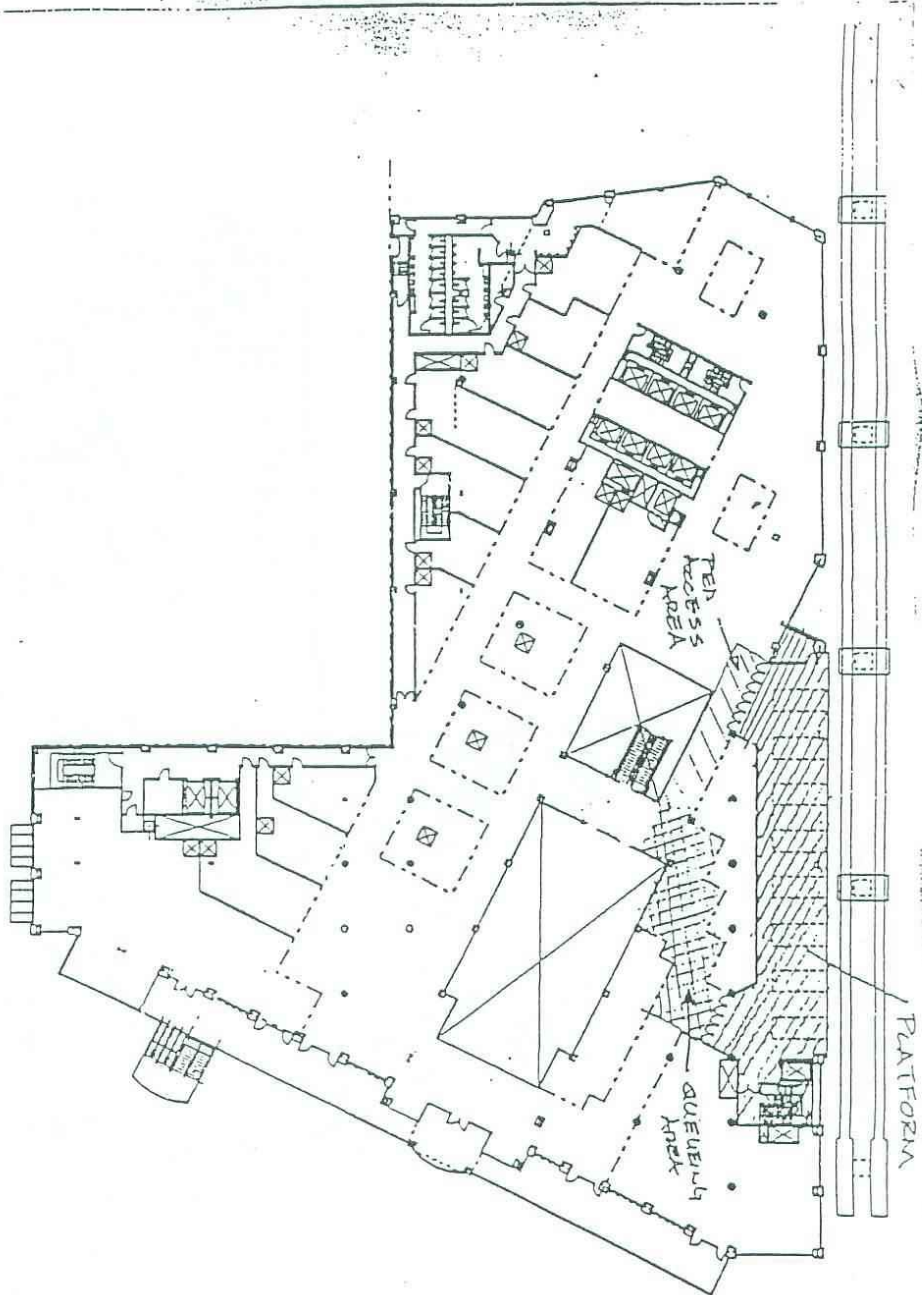


EXHIBIT E

Seattle Center Monorail
Regular Operating Hours

Summer -- Memorial Day through Labor Day

10:00 A.M. - 12:30 A.M. All Week

Winter -- Day after Labor Day to day before Memorial Day

10:00 A.M. - 9:00 P.M. Sunday-Thursday

10:00 A.M. - 12:00 A.M. Friday and Saturday

Special Events, School Breaks and Festivals

10:00 A.M. - 12:30 A.M.

New Years Eve

10:00 A.M. - 2:30 A.M.

EXHIBIT F

CONSUMER PRICE INDEX ADJUSTMENT
AND
PAYMENT TERMS

- (a) As of each January 1st following the date that the payment first becomes due and payable, the payment shall be increased or decreased in proportion to the percentage change in the CPI that has occurred since January 1st of the year in which any payment first became due and payable. For the purposes of this Agreement, all references to the "CPI" as the basis for adjustments to be made to various amounts to be paid or credited by one party to the other shall mean the Consumer Price Index for All Urban Consumers for the Seattle-Everett Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor; provided, that the CPI published for the calendar year shall be deemed to be the CPI as of January 1st of that year; provided further, that in the event the aforementioned index is discontinued, the parties shall select another, similar index that reflects consumer price changes; and provided, further, that in the event of a change in the index base (1967 - 100), the parties hereto shall utilize such index base during the period it is used by the federal government and shall apply whatever conversion factor is necessary to establish the percentage change in the CPI in or between any year(s) during which the index base is changed.
- (b) After publication of the CPI for the immediately preceding calendar year, the Associates shall notify the City of the amount(s) of any increase(s) or decrease(s) in the City's payment. Any amounts due to the Associates as a result of such notification, should such notification occur after January 1st, shall be paid or credited, as appropriate, within ten (10) days after the date of said notification. Until the date of such notice, the City shall pay the same payment as was due and payable for the immediately preceding December.
- (c) Payment shall be due and payable on the tenth (10th) day of each month.
- (d) A payment shall be delinquent if not paid within ten (10) days after the date due; delinquent sums shall bear interest at a rate of twelve percent (12%) per annum from the date of delinquency to the date paid.

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EXHIBIT G

INTERIOR ACCESSWAY MAINTENANCE STANDARDS

Daytime Maintenance

Trash pick-up and gum removal
Trash removal
Graffiti removal
Spill mop-up
Monitoring of escalators and elevators

Pre-opening Maintenance

Floor washed every day
Floors waxed when required
Cleaning of all glass surfaces
Cleaning of all other decorative materials
Replacement of lamps and ballasts
Cleaning of elevators and escalators
High dusting as required

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EXHIBIT H

The Seattle Center Schedule and Standards
for Routine Maintenance, Cleaning

Daily Cleaning

Sweep and mop floor on platform, stairs and elevator
Vacuum STAIRWAY if it is carpeted
Clean all glass surfaces
Dust surfaces and decorative materials
Pick up trash and replace trash liners
Remove gum and other material from surfaces
Remove debris from all areas
Remove graffiti

Weekly or As-Needed Cleaning

Strip and wax floors
Thoroughly clean surfaces and decorative materials
Clean elevator floor carpet — if carpeted
Wash elevator walls
Clean furniture
Clean trash containers

Routine Maintenance — As Needed

Re-lamp fixtures
Remove graffiti
Replace/restore vandalized items
Replace anti-slick surfaces on stairway
Repair signage
Repair equipment

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EXHIBIT I

ASSOCIATE SERVICES

The following services and access will be provided to the City by Associates on an on-going basis, for which payment is made pursuant to Section 13.

A. Platform Cleaning:

Associates will:

- mop and clean spills
- spot clean glass and surfaces.
- empty trash cans, replace trash bags and pick up floor trash.

Frequency:

- during mall operating hours or at least from 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday.
- as required over the course of the day.
- in response to specific calls from Monorail personnel.
- estimated to be for 15 minutes each 2 hours throughout the day.

Service Does Not Include:

- surface (floor, wall and glass) cleaning from routine daily traffic.
- replacement of light bulbs.
- cleaning of kiosk interior.
- extraordinary ticket stub pick up from Monorail patron abuse of ticket procedures.

B. Periodic painting of platform and exterior accessway wall surfaces, on a schedule equivalent to the repainting program for the public space within the mall, excluding repainting made necessary because of vandalism.

C. Routine repairs and maintenance by service contract of the passenger elevator in the exterior accessway, including a preventive maintenance program, at least equivalent to the elevator maintenance standards prevailing for the rest of the Westlake Center.

D. Comprehensive general liability insurance for the platform and exterior accessway, with the City as an additional insured.

E. Interior access through the public areas of Westlake Center during mall operating hours (or at least 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday) including access to the restrooms and retail passenger elevator. The interior accessway shall be clean and safe, lit and environmentally controlled, with operable escalators and elevators, subject to the provisions of Section 7 (Alterations) of this agreement.

F. Periodic cleaning of platform canopy and skylight.

13DKYT/07

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ADDENDUM NO. 1
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Exhibit C
Design Standards &
Scope of Work

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 1

Background

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The City of Seattle entered into an agreement (No. T84-8) with Raymond Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985 (a copy of which is included in Appendix B). The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 1 is the first such update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 7 and addresses comments and questions received as of December 4, 1985. Subsequent addenda are expected to be prepared at the end of the Schematic Design Phase, the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of a specific comment or question received from the reviewing parties. These Items are used to document "changes" to the original Design Criteria Report, to make

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"remarks" supplying supplemental information to further explain a particular part of the criteria or a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Most of the comments received pertain to specific sections or criteria from the original Design Criteria Report and have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. One, the comment/issue is resolved and the solution is agreed to by all (KE, SED, DCD, and TRC). Two, the comment/issue cannot be resolved at this time with the presently available information, thus it is an open item to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is organized into three groups of Items corresponding to their category of status. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments and resolutions/responses are referenced, by numbers, to the references listed in the table of references in Appendix A. Many of the changes suggested in the TRC Revised Copy of the Westlake Station Design Criteria Report (Ref. No. C7) are considered to be merely editorial in nature and do not alter the criteria. Comments such as those are not included in this addendum.

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Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates KI suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Reference Comment: *Reference number identifying the source document(s) which generated the need for criteria change or clarification.*

Reference Resolution/Response: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification of original criteria or explanation of proposed criteria change.*

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
SED has been attending all meetings between KE and
The Rouse Company and will continue to do so.

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Item Number: 1.2

Page: 1
Section: 1.1 Background
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
SED has been attending all meetings between KE and
The Rouse Company and will continue to do so.

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Item Number: 1.2

Page: 1
Section: 1.1 Background
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

ADDENDUM NO. 1, PAGE 5

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.4

Page: 2
Section: 1.2 Objective
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R2

Change: As part of the Contract of Sale with The Rouse Company, the City of Seattle is obligated to develop a mutually acceptable scope of work and performance standards (design criteria) for the relocated monorail station. This scope of work includes the design of new piers, columns, track, station platform, et al. This document, after acceptance by the City of Seattle and The Rouse Company, shall serve as the basis for development of an easement agreement pursuant to Section 7c of the Contract of Sale.

Remark: None.

Item Number: 1.5

Page: 2
Section: 1.2 Objective
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The very nature of a design criteria report inevitably results in some constraining of design. Most of the specific criteria are flexible and negotiable.

Item Number: 1.6 **

Page: 3
Section: 1.3.1 Existing System
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Requested documentation on the history of the monorail covering issues of patronage history, capacity requirements, original platform and revisions, etc., will not be provided as part of the Criteria. This information has been provided separately.

Item Number: 1.7

Page: 4
Section: 2.1.1 Passenger Demand
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: "Incontrovertible" is defined as indisputable or unquestionable.

Item Number: 1.8

Pages: 9 & 11
Section: 2.1.4 Platform Arrangement
Paragraph: Plan Sketches

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 24-foot overrun was revised by an errata dated 10-18-85 (ref. Appendix B, this addendum). The correct overrun is 20 feet. The overrun is needed as a safe stopping buffer for the monorail trains between the planned train stopping point and the end of line train bumper assembly.

Item Number: 1.9 **

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 1

Reference Comment: C4
Reference Resolution/Response: N/A

Change: None required.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Minimum net platform area and minimum platform length and width are the required minimum clearances for each individual dimension established by their own specific constraints. They do not necessarily relate to each other. For instance the minimum platform length is controlled by the train length while the minimum platform area is constrained by capacity requirements.

Item Number: 1.10

Pages: 13 & 14
Section: 2.1.5 Clearance Requirements & Typical Section
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: E1 & E2

Change: The column near the platform edge in the sketch (page 14) may be integrated into the platform edge railings; however it (or anything else) must be arranged to provide at least 7 feet 4 inches of clear passageway along the platform edge to permit free movement of passengers.

Remark: None.

Item Number: 1.11

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Reference Comment: C2
Reference Resolution/Response: E1 & E2

Change: The pier setback from the curb edge will be 18 inches, not 3 feet as indicated in the sketch.

Remark: None.

Item Number: 1.12 **

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Reference Comment: C7
Reference Resolution/Response: N/A

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: Monorail Station - Westlake, Typical Section

Remark: Reidentify the sketch as above.

Item Number: 1.13

Page: 14 & 34

Section: Typical Section Sketch & 2.3.4 Guideway Support
Structure Concept Options (Support Bents)

Paragraph: 4

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The latest pier/column sizing is approximately 4.5
feet by 4.5 feet.

Remark: These reduced dimensions for the columns eliminate
the need to consider alternative pier designs or
arrangements.

Item Number: 1.14

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The architectural quality of the monorail station
will be equal to the mall project. Rouse should
take the lead in establishing the architectural
character of the platform.

Remark: None.

Item Number: 1.15

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 2

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The underside of the train will be as at present.
There will be no safety ledge.

Remark: None.

ADDENDUM NO. 1, PAGE 9

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.16

Page: 15
Section: 2.2.1 Pertinent Code Requirements and Analysis
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Although the new edition of the Uniform Building Code (UBC) has been completed, it has not yet been accepted by the Seattle City Council. Therefore, the 1982 UBC will apply until Council approval of the new edition at which time The Rouse Company will be informed of the change.

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Item Number: 1.17 **

Page: 16
Section: 2.2.1 Pertinent Code Requirements and Analysis
Paragraph: 1, IV. Exit Requirements

Reference Comment: C5
Reference Resolution/Response: N/A

Change: None required.

Remark: There are no specific UMTA standard accessibility requirements for the elderly and the handicapped. The Seattle Building Code will be the governing Code on accessibility.

Item Number: 1.18

Page: 16
Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1

Change: The design should also permit the emptying of the cars and clearing of the boarding areas as safely and attractively as possible.

Remark: None.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.19

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R2

Change: The vertical circulation between the Monorail Station, Westlake Mall and METRO Tunnel Station will be multi-modal. Design of the vertical circulation must consider this aspect as being of prime importance.

Remark: None.

Item Number: 1.20

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Minimum stair width of 5 feet 6 inches results from application of NFPA 101 Code. RTKL will check this.

Item Number: 1.21

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The location of exit stairs must satisfy the requirements of all referenced codes. The most stringent of which shall be used as criteria for design. The Seattle Code is only one of several which may apply in this case. DCLD has expressed the opinion that the exit stairs can be no closer than one half the platform's diagonal dimension as stated in the original criteria.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.22 **

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 4

Reference Comment: C7
Reference Resolution/Response: N/A

Change: Emergency exits must be accessible whenever the Monorail is operating whether the Mall is open or closed.

Remark: None.

Item Number: 1.23

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Housse Company will generate roof covering alternatives which are compatible with their retail mall project.

Remark: The Design Criteria Report was reflecting the then current Housse roof design.

Item Number: 1.24 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1 (4th sentence)

Reference Comment: C7
Reference Resolution/Response: N/A

Change: ... station will be temporarily changing ...

Remark: The word "temporarily" shall be added to the text as shown.

Item Number: 1.25 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 3

Reference Comment: C7

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Resolution/Response: N/A

Change: Translucent or transparent roof materials will require access or other provisions for cleaning and maintenance.

Remark: None.

Item Number: 1.25 **

Page: 23

Section: 2.2.9 Seating and Other Station Furniture

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R2

Change: Seating in the platform/station area (if any) will be movable, limited and will not compete with Mall seating. A minimum of 60 lineal feet of fixed seating shall

Remark: ~~Delete the underlined material from the Report.~~

Item Number: 1.27

Page: 25

Section: 2.2.11 Electrical and Automatic Train Protection Vaults

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: Access to the vaults will be from the lower retail level as shown in the sketch on page 14. Access will be for personnel and equipment transportable by hand truck.

Remark: None.

Item Number: 1.28

Page: 28

Section: 2.2.13.1 Platform

Paragraph: 1

Reference Comment: C1

Reference Resolution/Response: R1

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: The passenger boarding ramp mechanisms will be accessed through removable panels in the station platform. It may be necessary to bring equipment through the project during working hours. Lifting of heavy ramp parts will be by small mobile crane.

Remark: None.

Item Number: 1.29 **

Page: 28
Section: 2.2.13.2 Stair Elevator Well
Paragraph: 1

Reference Comment: C5
Reference Resolution/Response: N/A

Change: Open staircases will not comply with the building codes. Doors which penetrate between the stairways and other building spaces require a one and one half hour fire resistance.

Remark: The staircases are essentially exits from a third floor which necessitates a minimum two-hour fire wall separation between the stairs and other building spaces.

Item Number: 1.30 **

Page: 29
Section: 2.2.13.4 Partition Wall Separating Platform from Mall.
Paragraph: 1

Reference Comment: C3 & C5
Reference Resolution/Response: N/A

Change: None required.

Remark: The Seattle Fire Department had in their review recommended that the tenant wall between the station platform and the Mall be fire-rated for two hours and windowless. DCLU has since waived the requirement on the condition that the platform and mall building are sprinklered.

Item Number: 1.31

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 1

ADDENDUM NO. 1, PAGE 14

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Comment: C1
Reference Resolution/Response: R1

Change: ~~The ramps will not be extended or retracted while the train is waiting in the station.~~

Remark: Positioning the ramps when the train is out of the station provides more time for these operations. This allows them to take place at lower speeds with greater reliability. The potential for reliability problems has been considered, and, although risks do exist with this alternative, they have been weighed against the risks that would have resulted from a track switch. The ramp system was considered favorable. Failure management schemes are possible to mitigate the potential problems and failures.

Item Number: 1.32

Page: 47
Section: 2.6.2.3 Materials - Electrical Equipment
(Uninterruptible Power Supply)
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: The uninterruptible power supply will include batteries. The space required to house them is less than 8 square feet.

Remark: None.

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ADDENDUM NO. 1, PAGE 15

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 1
Section: Contents
Paragraph: N/A

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Pier design alternatives have been eliminated. The requested Urban Design Criteria are expected to be resolved later in sync with the design of both projects and will be addressed in other documents.

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Item Number: 2.2

Page: 7
Section: 2.1.3 Platform Location (Longitudinally)
Paragraph: 2

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: The ramp envelop specified in the design criteria is considered to be adequate. RTIL should investigate the impact of these ramps on the mall building design.

Item Number: 2.3

Pages: 16 & 17
Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: A separate write-up prepared by KBJ has been provided to Rouse containing documentation and graphics on passenger exiting and entering flow scenarios at the station.

ADDENDUM NO. 1, PAGE 16

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.4

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 30 feet as used in the report is a worse case scenario. Locations of ticketing machines are not firm and will be established as the design progresses.

Item Number: 2.5 **

8702 70365
Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Reference Comment: C4
Reference Resolution/Response: N/A

Change: None required.

Remark: The required number and location of fare collection machines will depend on the chosen method of fare collection and the final platform configuration, both yet to be determined.

Item Number: 2.6

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: C. Blackmer's proposal for fare collection only at the Seattle Center Station will be considered together with other fare collection methods later during the design of the fare collection system.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 21
Section: 2.2.5 Kiosk
Paragraph: Entire section

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The kiosk will be clarified later in the design process.

Item Number: 7.8

Pages: 37 & 38
Section: 2.4.2 Project-Specific Baselines
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: RTXL will need to decide whether proposed baselines are acceptable to the Mall project.

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ADDENDUM NO. 1, PAGE 18

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 5
Section: 2.1.2 Platform Area
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The major limitation of a 2800 square foot platform is the lack of queuing space at peak times. The situation of dedicated versus non-dedicated platform area is to be considered by a Rouse reconfiguration investigation for decision at a later date.

Item Number: 3.2

Page: 6
Section: 2.1.2 Platform Area (NEW CRITERIA)
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1, R2 & R3

Change: A concept of "shared usage" has been proposed which will combine dedicated station platform area with non-dedicated Mall atrium queuing space to accommodate the peak capacity demands. Total available area for Monorail Station use will be 4500 square feet with a minimum of 2800 square feet dedicated to station platform. The remaining area (4500 - 2800 = 1700 square feet) will be provided by readily clearable space in the Mall atrium.

Remark: A Monorail usage "trigger-value" should be specified in the Monorail Easement Agreement between Rouse and The City. If Monorail usage exceeds this value then a greater percentage of Mall area would be dedicated for Monorail station platform use. Likewise, if this "trigger-value" is consistently not met over several years then, at Rouse's discretion, some of the Mall space reserved for Monorail queuing could be converted to traditional retail space.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 3.3

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The shallower than maximum allowed slope of the stairs reflects the use of this stairway as the primary monorail entrance during times when the Mall is closed. The shallower stairs would be easier to climb. If the Mall is open at all times of Monorail operation then these stairs could be as steep as code permits.

Item Number: 3.4

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The Rouse Company will investigate reconfiguring the platform to include an effective entrance/exit of 32 feet between the Monorail platform and the Mall. This reconfiguration must be approved by the City. The non-dedicated platform area will be activated in nonpeak times with kiosks and other festival retailing. The phrase "movable wall-front glazed panels furnished with doors" refers to the segmented, sliding glass doors/walls that are frequently used by retailers in shopping malls. A better name for these units may be "sliding wall front doors". The use of sliding wall front doors would enable the entrance to the Monorail to be opened to its full extent during periods of heavy usage or closed down partially or completely during periods of low usage.

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ADDENDUM NO. 1, PAGE 20

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 3.5

Page: 29

Section: 2.2.13.3 Entrance Doors From Mall

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Panic bars openable from the station side will be discussed and resolved later in the design process. Emergency entrance into the Mall must be available at all times during Monorail operation. House should address their security needs in light of this requirement. If exit into the Mall is not available, then a second exit to the street will be needed. Also refer to Item Number 1, 22.

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APPENDIX A
REFERENCES

ADDENDUM NO. 1, PAGE 22

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REFERENCES

Comments:

- C1. TRC Intra-Office Memo from J. Diefenbach to C. Blackmer, dated 11-4-85.
- C2. TRC Intra-Office Memo from C. Blackmer to P. Page, dated 11-5-85.
- C3. Seattle Fire Department Memo from B. L. Hansen, Fire Marshal to Ted Rees, SED, dated 10-28-85.
- C4. Seattle Center Memo from Anne Nelson to Ted Rees, SED, dated 11-12-85.
- C5. Office of Planning memo from Don Carr to Ted Rees, SED, dated 11-15-85.
- C6. Department of Construction and Land Use Memo from Tom Kinsman to Ted Rees, SED, dated 11-18-85.
- C7. TRC Revised (Marked-Up) Copy of the Westlake Station Design Criteria Report, dated 12-4-85.

Responses:

- R1. KE Meeting Notes from November 14, 1985 Meeting with SED, DCD and TRC, dated 11-20-85.
- R2. DCD Meeting Notes from November 14, 1985 Meeting with KE, SED and TRC, dated 12-4-85.
- R3. DCD Letter from David Moseley to Perry Page, TRC, dated 2-28-85.

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APPENDIX B
ERRATA TO
DESIGN CRITERIA REPORT

ADDENDUM NO. 1, PAGE 24

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Raymond Kaiser Engineers

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Raymond Kaiser Engineers Inc.
A Raymond International Company
710 Second Avenue
Seattle, Washington 98104
(206) 424-4000

RKS - 103

October 18, 1985

Mr. Ted Rees, P.E.
Project Manager
Seattle Engineering Department
Room 910, Seattle Municipal Building
600 Fourth Avenue
Seattle, WA 98104

Subject: Revised Sketches to The Westlake Station Design
Criteria Report
Monorail Rehabilitation/Upgrading Project

Ref.: RKS-99, dated 10-14-85

Dear Mr. Rees:

Attached are revised copies of three of the sketches that are part of the Westlake Design Criteria Report. These sketches are pages 9, 11 and 42.

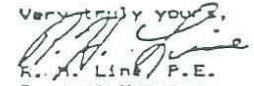
Pages 9 and 11 are revised to reflect an overrun allowance, between the train and the bumper, of 20 feet. The sketches had a distance of 24 feet. The 20 foot dimension is consistent with station and column locations used in the report and with the present overrun allowance being used.

Page 42 is revised to reflect the distance from the end of station platform to the train and first ramp and be consistent with the rest of the report.

We expect that the correction of pages 9 and 11 will be of minimum interest/effect to the House Company. The ramp location from the platform's northern end will be important to the House Company in the design of the platform support structure and slab.

We regret having to correct these sketches, however we believe that we are all best served by making these corrections as soon as possible.

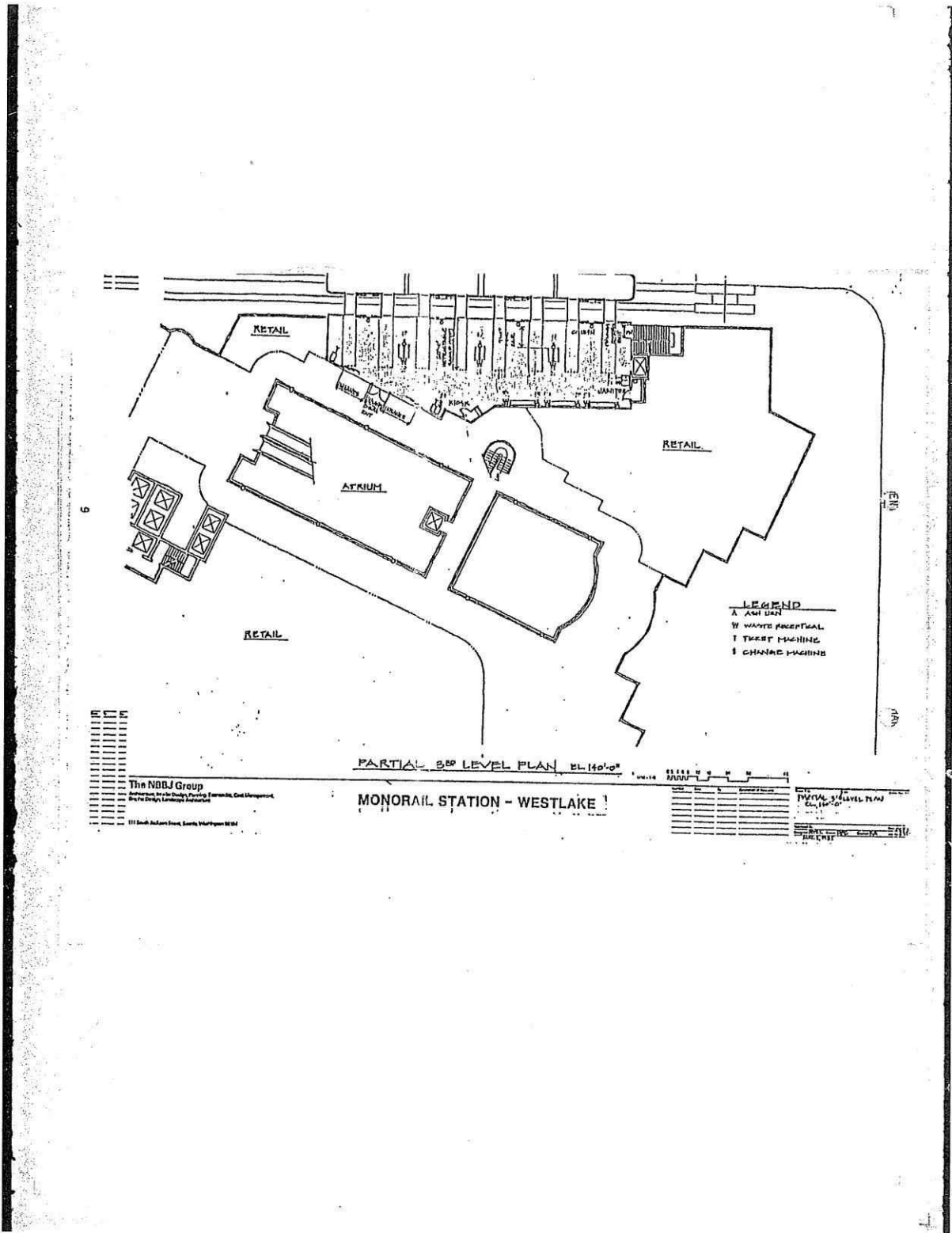
Very truly yours,

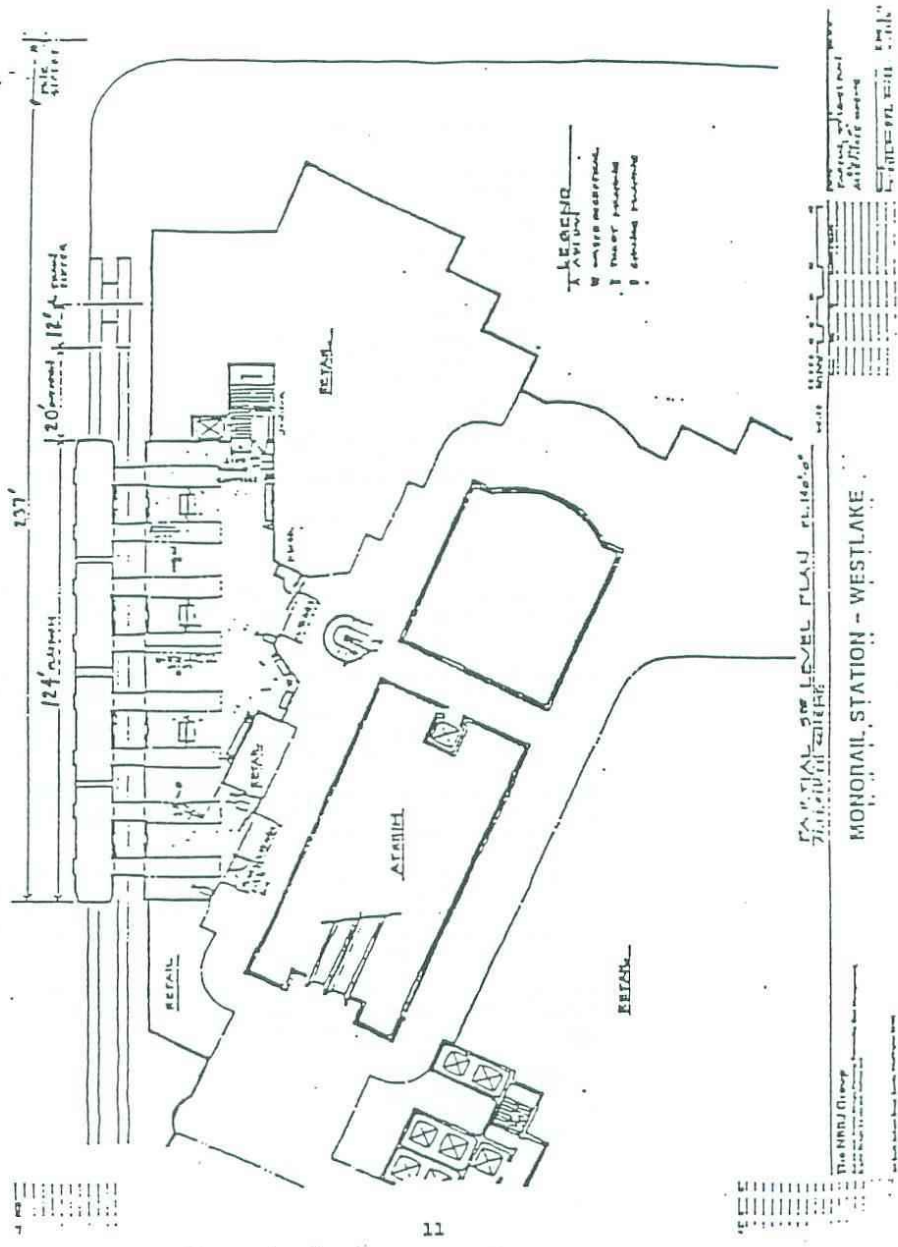

R. A. Link, P.E.
Project Manager
Monorail Rehabilitation/Upgrading Project

Attachments

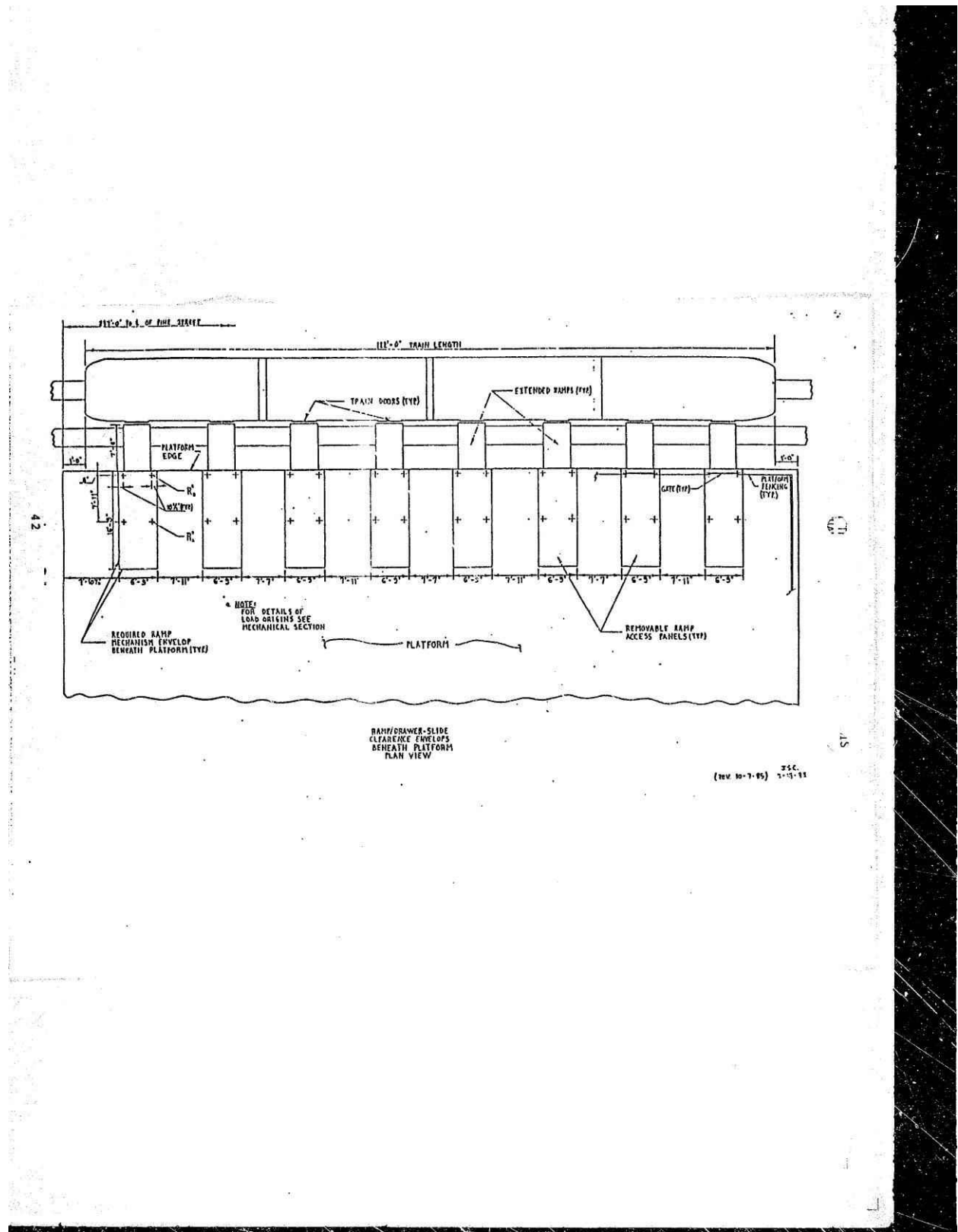
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ADDENDUM NO. 2
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 2

Background

The City of Seattle entered into an agreement (No. T84-8) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 2 is the second update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 8 and addresses design questions and issues raised since Addendum No. 1 and through the Schematic Design Phase, Revision No. 1 review. Subsequent addenda are expected to be prepared at the end of the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Schematic Design, Revision No. 1. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Schematic Design which were previously addressed in the original

ADDENDUM NO. 2, PAGE 1

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Design Criteria Report and these comments have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the schematic design phase and the solution is agreed to by all (KE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the schematic design. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is divided into three groups corresponding to their category. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments are usually referenced to the Rouse drawing number from which the comment arises. Resolutions and/or responses are referenced by numbers to the references listed in the table in Appendix A.

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ADDENDUM NO. 2, PAGE 2

Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates KE suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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ADDENDUM NO. 2, PAGE 3

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 7
Section: 2.1.3 Platform Location (Longitudinally)
Paragraph: 6

Drawing Reference: Sheets 4, 5 & 16
Resolution/Response Reference: R1 & R3

Change: None required.

Remark: The southernmost pier centerline, i.e. the end column, has been established as being 81'-0" north of the centerline intersection of Pine Street and 5th Avenue. (See Page 39 of Criteria, Preliminary Westlake Station Alignment.) South edge of the station platform is to be 113 feet north of the centerline intersection of Pine Street and 5th Avenue.

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Item Number: 1.2

Page: 8
Section: 2.1.3 Platform Location (Vertically)
Paragraph: 1

Drawing Reference: Sheets 4, 6 & 16
Resolution/Response Reference: R1 & R3

Change: The platform finished elevation is determined by the elevation of the third retail level of the Mall Building, i.e. 141.5'.

Remark: Monorail vertical alignment will be revised to accommodate this elevation change. Top of the rail will be 139.25'.

Item Number: 1.3

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 2

Drawing Reference: Sheet 16
Resolution/Response Reference: R3

ADDENDUM NO. 2, PAGE 4

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: None required.
Remark: Platform edge to west guidebeam centerline
(horizontal) must be 5'-7". Sheet 16 scales 6'-0".

Item Number: 1.4

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 2

Drawing Reference: Sheet 16
Resolution/Response Reference: R3

Change: None required.

Remark: Top of platform (El. = 141.5) to top of guidebeam
(vertically) must be 2'-3". Sheet 16 scales 2'-0".

Item Number: 1.5

Pages: 14 (Criteria) / 8 (Addendum No. 1)
Section: Sketch of Typical Section / Item Number 1.11
Paragraph: N/A

Drawing Reference: Sheet 17
Resolution/Response Reference: R3

Change: None required.

Remark: Column set backs from the curb should be 18 inches
rather than the approximate 9 inches shown.

Item Number: 1.6

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R5

Change: See Appendix B for updated dimensions and
clearances.

Remark: Appendix B contains a marked up copy of the
original Design Criteria sketch.

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ADDENDUM NO. 2, PAGE 5

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WESTLAKE DESIGN CRITERIA - Resolution/Changes/Comments

Item Number: 1.7

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R2

Change: Suggested high-quality materials are stone or terra cotta rather than ceramic tile, concrete or GFRG.

Remark: A sense of real quality for the project should be maintained through the public access between 5th Avenue and the Monorail.

Item Number: 1.8 **

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: Sheets 3, 4, 5, 6 & 17
Resolution/Response Reference: R3

Change: A security gate should be provided at the base of the stairs leading up to the Monorail platform to prevent unauthorized access after train operating hours.

Remark: None.

Item Number: 1.9 **

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Intermediate stair landings are needed at 5 foot intervals to accommodate current 9 foot runs & floor to floor height of 15 feet.

Item Number: 1.10

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

ADDENDUM NO. 2, PAGE 6

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: Sheets 1, 7, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Coverage for rain protection should be carried out at least to one (1) foot over the train door entrances for the East Train.

Item Number: 1.11 **

Page: 25
Section: 2.2.11 Electrical and Automatic Train Protection Vaults
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R1

Change: Two (2) egress connections are required from the lower concourse level retail to the Monorail underground electrical vault.

Remark: None.

Item Number: 1.12 **

Page: 29
Section: 2.2.13.3 Entrance [and Exit] Doors from Mall
Paragraph: 2

Drawing Reference:
Resolution/Response Reference: R3

Change: Entrance and exit doors should swing 180 degrees so as not to obstruct the pedestrian flows, especially at the two (2) entries to the north.

Remark: The present 90 degree swing appears particularly impeding.

Item Number: 1.13

Page: 30
Section: 2.2.13.5 Roof Support Structure
Paragraph: 1

Drawing Reference: Sheets 3, 4, 5, 6, 10 & 17 (5th Ave. Elev.)
Resolution/Response Reference: R3

ADDENDUM NO. 2, PAGE 7

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WESTLAKE DESIGN CRITERIA - Resolved Changes Comments

Change: Column locations must be coordinated with the ramp mechanism envelopes within the platform to avoid any conflict between the two.

Remark: 3rd & 4th columns from the south currently conflict with the Monorail ramps.

Item Number: 1.14

Page: 34

Section: 2.3.4 Guideway Support Structure - Support Bents
(NEW CRITERIA)

Paragraph: 4

Drawing Reference: None.

Resolution/Response Reference: R1

Change: Column dimensions will be typically 4'-0" square for maximum bent spacing (87 feet) and maximum column height (30 feet). Any additional decorative cladding application to the piers should be considered a thickness increase to the nominal 4 foot column width.

Remark: Delete existing paragraph 4 and replace with above changes.

Item Number: 1.15

Page: 64

Section: 2.7.5 General Lighting Criteria

Paragraph: 3

Drawing Reference:

Resolution/Response Reference: R2

Change: Natural lighting shall be provided whenever possible.

Remark: None.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20
Section: 2.2.4 Fare Collection
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R4

Change: Machines shall be located adjacent to platform entrance doors and out of anticipated pedestrian flow lanes. At least one will need to be available for use when the Hall is closed.

Remark: KE, Seattle Center and TRC need to coordinate efforts and needs in this area as criteria for these machines becomes available.

Item Number: 2.2

Page: 21
Section: 2.2.5 Kiosk
Paragraph: 3

Drawing Reference:
Resolution/Response Reference: R3 & R4

Change: Floor space for the kiosk on the station platform shall be in addition to the 2800 square feet of dedicated platform queing area.

Remark: Provision for the station kiosk should be included at this point in the design and it shall be clearly shown that platform area does not include kiosk.

Item Number: 2.3

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Drainage for the cantilevered roofing out over the

ADDENDUM NO. 2, PAGE 9

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WESTLAKE DESIGN CRITERIA - Open Lines

trains should be carried back to within the building property line.

Item Number: 2.4

Page: 23
Section: 2.2.B Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Prevention of pigeon habitation must be considered.

Item Number: 2.5

Page: 23
Section: 2.2.B Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Design should address method of ventilation, mechanical or natural, at the top of the roof cavity to eliminate smoke accumulation.

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ADDENDUM NO. 2, PAGE 10

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 1
Section: 1.1 Background (NEW CRITERIA)
Paragraph: 4

Drawing Reference: None.
Resolution/Response Reference: R1

Change: It has also been proposed that the Mall Developer Construction Contractor build the Monorail piers, footings (5 locations) and the underground electrical vault.

Remark: None.

Item Number: 3.2

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 2

Drawing Reference: Sheet 17
Resolution/Response Reference: R4

Change: The Fifth Avenue entrance needs a more visible presence to constitute a public access and egress from the street. The Monorail is to be a public amenity and should be treated as one. The portal should be very visible, bright attractive and inviting.

Remark: The currently designed firestair and elevator door do not satisfy the above criteria.

Item Number: 3.3

Page: 17
Section: 2.2.2 Circulation (Vertical) (NEW CRITERIA)
Paragraph: 2

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Change: The Fifth Avenue level elevator landing should be set back within the building property line to act as a transitional space for elevator passengers off the limited sidewalk area.

Remark: The proposed set-back would also alleviate the need for front and rear opening elevator doors.

Item Number: 3.4

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: Stair width of 5'-6" is minimum for Monorail direct entrances only. Use of stairwell for emergency exiting from second level retail should be considered as additional.

Item Number: 3.5

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: scaled slope is 0.8 (rise/run). Kaiser recommends 1.5 slope. Maximum UBC/SEC is 0.75.

Item Number: 3.6

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 5

Drawing Reference: Sheets 3, 4, 5, 6 & 17
Resolution/Response Reference: R3 & R4

Change: None required.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Remark: Current design shows 10 feet of doorway space (about 28 feet clear). Criteria calls for 32 feet of clear space. The clear travelway is needed for passenger flows.

Item Number: 3.7

Page: 22
Section: 2.2.7 Janitor's Closet
Paragraph: 1

Drawing Reference: Sheets 3 & 6
Resolution/Response Reference: R3 & R4

Change: Floor space for a janitor's closet shall not be included within the 2800 square feet of dedicated platform queuing area.

Remark: Provision for a janitor's closet should be included at this point in the design and it shall be clearly shown that its floor area is additional to the 2800 square feet of station platform area.

Item Number: 3.8

Page: 19 (Addendum No. 1)
Section: Item Number 3.2
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R4

Change: Permanent specialty kiosks should not be located within the non-dedicated Mall atrium queuing space. They will impede pedestrian traffic flows.

Remark: Peak crowds will require the entire queuing area. Movement around these kiosks would be particularly difficult for wheelchairs and people on crutches.

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APPENDIX A
REFERENCES

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ADDENDUM NO. 2, PAGE 14

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RESPONSE REFERENCES

- R1. RTKL Meeting Notes from 3 April 1986 Meeting with KE, Tudor Eng. Co., DCD and EED, dated 4-10-86.
- R2. DCD Memo from Rebecca Barnes to David Moseley (DCD), Review Comments from 19 May 1986 Meeting, dated 5-27-86.
- R3. IE Drawing Review Comments, EKS-173, dated 6-2-86.
- R4. DCD Letter from David Moseley to Perry Page (TRC), dated 5-30-86.
- R5. Tudor Revised Sketch of Typical Cross-Section thru Station, revised 10-1-86.

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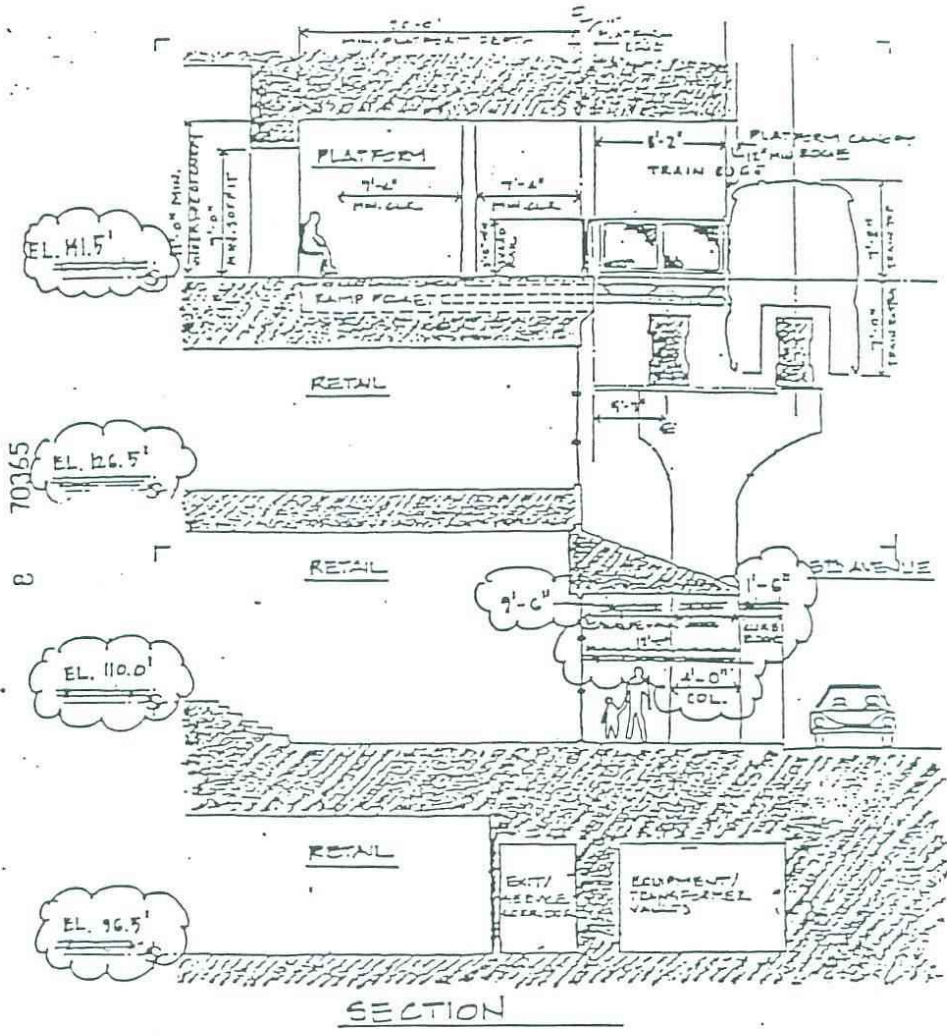
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APPENDIX B
SKETCH OF TYPICAL SECTION
REVISION NUMBER 1

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The NBBJ Group MONORAIL STATION
 WESTLAKE
 97 South Avenue, Suite
 1000, Westlake, CA 94091
 415 341 3434

REV. 1
 12-22-86
 N.T.S.

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ADDENDUM NO. 3

to the

WESTLAKE STATION
DESIGN CRITERIA REPORT

8702170365

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

FEB 17 1987

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 3

Background

The City of Seattle entered into an agreement (No. TB4-B) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 3 is the third update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 2 and addresses design questions and issues raised since Addendum No. 2 and through the Design Development Phase review ending 18 December 1986. A final addendum is expected to be prepared when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Design Development submittal. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Design Development which were previously addressed in the original Design Criteria Report and these comments have generated

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individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the design development phase and the solution is agreed to by all (IE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the design development. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by IE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is divided into three groups corresponding to their category. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments are usually referenced to the Rouse drawing number from which the comment arises. Resolutions and/or responses are referenced, by numbers to the references listed in the table of references in Appendix A.

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Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates KI suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 17
Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: The additional fixed retail area added in the middle of the platform lengthens the path from the primary vertical circulation (Mall escalators) to the Monorail platform entrances.

Item Number: 1.2 ss

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 2

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: Station-dedicated vertical circulation off Fifth Avenue should be made as distinguishable as possible from the rest of the building elevation.

Remark: Elimination of the last section of platform sheltering canopy detracts from the stairs expression of vertical circulation.

Item Number: 1.3 ss

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 2

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: The elevator need not stop on the second floor level.

Remark: None.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.4

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: The elevator capacity should be indicated, 3000 pounds is recommended.

Item Number: 1.5

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)
Paragraph: N/A

Drawing Reference: None.
Resolution/Response Reference: R3

Change: See Appendix B for IE letter to John Diefenbach transmitting expanded kiosk design criteria.

Remark: Kiosk criteria stated in the letter should expand upon or supersede that previously published in the original Design Criteria Report.

Item Number: 1.6

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R4

Change: The kiosk design should consider its intended use as a place to locate required equipment and to provide limited material storage. ~~The kiosk should not be considered an office for platform attendants to remain in.~~

Remark: None.

Item Number: 1.7

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)

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WESTLAKE DESIGN CRITERIA - Respon Comments/Comments

Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R4

Changes: (a) Ventilation and tempered air shall be provided from the Mall even when the Mall is closed. Separate control of heating will not be required.

(b) The pass through hole needs to be secureable.

Remarks: None.

Item Number: 1.8

Page: 23
Section: 2.2.8 Roof Covering (NEW CRITERIA)
Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: Platform roof canopy should extend south to shelter the Fifth Avenue entrance stairwell/elevator landing.

Remark: Vertical circulation from Fifth Avenue to the Monorail platform needs to be perceived as part of the platform as a whole.

Item Number: 1.9 **

Page: 25 (Criteria) / 5 (Addendum No. 2)
Section: 2.2.11 Electrical and Automatic Train Protection Vaults / Item Number 1.6, App. B
Paragraph: 1

Drawing Reference: 32.08
Resolution/Response Reference: None.

Change: Delete the following, "The floor of the vaults will align with the floor elevation of the lower shopping mall and the METRO tunnel mezzanine."

Remark: Changes in the Westlake Center concourse elevation and the METRO tunnel mezzanine elevation (see Addendum No. 2) result in the floor elevation of the vaults being below the Westlake Center concourse floor elevation.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.10 **

Page: 25 Criteria / B (Addendum No. 2)
Section: 2.2.11 Electrical and Automatic Train Protection
Vaults / Item Number 1.11
Paragraph: N/A

Drawing Reference: 30.06
Resolution/Response Reference: None.

Change: Three (3) egress connections are required from the Monorail underground electrical vault to the lower concourse level retail.

Remark: Delete Addendum No. 2, Item Number 1.11

Item Number: 1.11 **

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: ~~All emergency exit doors should swing in the direction of emergency egress.~~

~~Remark: Doors located at the north end of the Platform should swing out into the Mall.~~

Item Number: 1.12

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: A third pair of swinging doors previously shown in the schematic design would satisfy the clear entrance/exit requirements.

Item Number: 1.13

Page: 30
Section: 2.2.13.5 Roof Support Structure (NEW CRITERIA)
Paragraph: 3

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1

Change: Roofing support columns located on the platform shall not provide for unintended trash collection.

Remark: Current cruciform shape of the column near the midpoint of the platform would create a problem.

Item Number: 1.14 **

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 2

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: The panels should be comprised of several individual panels to facilitate removal. One of these panels will need to be hinged and have a spring or counterweight assist to be readily operable by one person.

Remark: None.

Item Number: 1.15

Page: 67
Section: 2.7.5 General Lighting Criteria (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R5

Change: The lighting system shall be controlled from the Mall's light panel, but a separate timer control will be used such that the platform's lighting can be controlled separately from the Mall's, in the event that the Monorail operation does not coincide with the Mall's open hours.

Remark: None.

Item Number: 1.16

Page: 68
Section: 2.7.6 Specific Lighting Requirements By Area (NEW CRITERIA)
Paragraph: 8

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WISTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: Light fixtures at the platform edge shall be at least 8'-3" clear above the platform finished elevation to allow for possible future modifications to the trains' ventilation systems.

Remark: None.

Item Number: 1.17

Page: 4 (Addendum No. 2)
Section: Item Number 1.1
Paragraph: N/A

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: End column number 64 is shown about 5 feet too far south.

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for fare collection not included, but should be included in the design at this point.

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Item Number: 2.2

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: Before electrical plans are completed information will be available indicating ticket and change machine locations. This will be needed for electrical conduiting and stub outs.

Item Number: 2.3

Page: 20
Section: 2.2.5 Public Address System
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for the audio system should be included at this point in the design.

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WESTLAKE DESIGN CRITERIA - Open Areas

Item Number: 2.4

Page: 21
Section: 2.2.6 Kiosk
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Total area for the kiosk is being evaluated as to the amount of space required by the equipment and personnel.

Item Number: 2.5

Page: 23
Section: 2.2.9 Seating and Other Station Furniture
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Station platform amenities should be included in the design at this time, especially locational information.

Item Number: 2.6

Page: 24
Section: 2.2.10 Typical Barricades
Paragraph: 1

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: (a) In order to maximize the visibility...cannot pass through any opening.
(b) In order to maximize the visibility of the platform from the surroundings, a transparent panelized design is recommended. The material choice and design concept should remain consistent with the vocabulary of the rest of the Westlake Center.

Remark: Delete (a) and replace with (b). Solid panels are needed to prevent trapping fingers, etc. at the sliding gates.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 25
Section: 2.2.12 Graphic Design
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Major signage locations have not been indicated but should be included at this point in the design.

Item Number: 2.8

Page: 20 (Addendum No. 1)
Section: Item Number 3.4
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: The advantageous sliding wall front doors previously indicated have been replaced with swinging doors. Effective clear width for doorways will not effectively clear the platform during peak flows, 32' of effective entrance/exit is needed.

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ADDENDUM NO. 1, PAGE 12

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1 & R6

Change: None required.

Remark: Stair slope of 7 and 1/2 inch rise in a 10 inch run
is still too steep and uncomfortably proportioned.

Item Number: 3.2

Page: 12 (Addendum No. 2)
Section: Item Number 3.2
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R2 & R6

Change: None required.

Remark: Entrance to stairwell and elevator at Fifth Avenue
still needs to be enhanced with a greater public
identity.

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APPENDIX A
REFERENCES

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RESPONSE REFERENCES

- R1. KE Drawing Review Comments, RKS - 215, dated 10-5-86.
- R2. DCD Letter from David Hoseley to Perry Page (TRC), dated 10-8-86.
- R3. KE Letter to J. Diefenbach (TRC), Kiosk Design Criteria, dated 10-22-86.
- R4. KE Letter to P. Frederick (SED), Kiosk Design Criteria Responses, RKS - 221, dated 11-14-86.
- R5. KE Meeting Notes from 25 August 1986 Meeting with TRC and others, dated 12-8-86.
- R6. KE Meeting Notes from 17 December 1986 Meeting with TRC, SED, DCD, Seattle Center and KE, dated 12-18-86.

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APPENDIX B
SUPPLEMENTAL KIOSK CRITERIA

ADDENDUM NO. 3, PAGE 16

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Attachment 2

SECOND ADDENDUM AND AMENDMENT TO MONORAIL OPERATING AND
EASEMENT AGREEMENT

by and between

WESTLAKE CENTER, LLC

and

THE CITY OF SEATTLE

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**SECOND ADDENDUM AND AMENDMENT TO MONORAIL OPERATING AND
EASEMENT AGREEMENT**

THIS SECOND ADDENDUM AND AMENDMENT (“Second Addendum”) made as of the _____ day of _____ 2020 (the “Effective Date”), by and between the City of Seattle, a municipal corporation of the State of Washington (the “City”) and Westlake Center, LLC, a Delaware limited liability company (such entity and its successors and assigns, referred to herein as “Westlake Center”). Each of City and Westlake Center is a “Party” and, collectively, they are the “Parties”.

BACKGROUND:

- A. The Monorail Operating and Easement Agreement was made by the City and Westlake Center Associates Limited Partnership fully executed as of February 12, 1987 and recorded under Auditor’s Recording No. 8702170365, records of King County, Washington (the “Original Agreement”), and amended by a First Addendum to Monorail Operating and Easement Agreement made as of September 18, 2014 and recorded under Auditor’s Recording No. 20141002000327, records of King County, Washington (the “First Addendum”).
- B. Westlake Center is the successor (by conversion) to Westlake Center Associates Limited Partnership.
- C. As of the Effective Date, the City operates the Monorail System through a concessionaire, Seattle Monorail Services LLC (the “Monorail Concessionaire”), under a separate concession agreement.

- D. The City and its concessionaire desire to expand and improve the Monorail Station Platform and to incorporate certain signage rights into the easement, and Westlake Center has authorized the expansion, improvements and signage.
- E. The Parties now wish to further amend the Agreement to reflect the expanded easement area and other terms as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein undertaken and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Westlake Center further agree:

Section A. Exhibit D to the Original Agreement, as amended by the First Addendum, is hereby superseded in its entirety and replaced with Exhibit D-1 attached to this Second Addendum and made a part of the Agreement. This Second Addendum supersedes and replaces the First Addendum in its entirety. From and after the Effective Date, all references to the "Agreement" shall mean the Original Agreement as amended by this Second Addendum.

Section B. Section 1 of the Original Agreement is amended as follows:

The definition of "Monorail Station Platform" is deleted and replaced with the following:

"Monorail Station Platform" means the passenger terminal located adjacent to the Monorail Station, including, but not limited to, a concrete platform, walls, ceilings, stairs, an elevator, City installed fixtures and equipment, and the Monorail Station Platform Addition, all as depicted on the floorplans and legally described in Exhibit D-1 attached to this Agreement.

The following new definitions are added:

“Approved Monorail Messaging” means messaging content that promotes or offers information about the Monorail (e.g., location, fares, hours, and schedules).

“Fare Area” means the restricted access area of the Monorail Station Platform depicted on Exhibit D-1.

“Improvements Signage” is defined in Section 8(d).

“Interior Accessways” means those portions of the Improvements legally described on Exhibit D-1 and depicted on Exhibit D-1.

“Monorail Station Platform Addition” means that portion of the third floor of Westlake Center adjacent to the original Monorail Station Platform which is depicted on Exhibit D-1.

“Monorail Station Platform Improvements” is defined in Section 12(e) below and Exhibit J attached.

“Monorail Station Platform Signage” is defined in Section 8(d).

“Monorail/Seattle Center Messaging” means Approved Monorail Messaging and any messaging content that promotes or offers information about any facility, event, or activity at the Seattle Center, including presenting sponsor messaging (e.g., “Nutcracker Ballet at McCaw Hall, presented by Alaska Airlines”).

“Term” means the term of this Agreement, which terminates on the Termination Date defined in Section 26 of the Original Agreement.

Section C. Section 8(b) of the Original Agreement is amended and restated as follows:

(b) Westlake Center, as Grantor, hereby grants to the City, as Grantee, for the benefit of the Monorail Station, an easement in the Monorail Station Platform, including the Monorail Station Platform Addition, and those portions of the Improvements shown on Exhibit D-1 as the Interior Accessway and Exterior Accessway (collectively “Accessways”) for the purpose of pedestrian access between the Improvements and the Monorail Station, in accordance with the purpose for which such Accessways are designed and subject to the provisions of Section 9 below. In addition, the City shall have the right of access through the Improvements to the vault and electrical switches relating to the operation of the Monorail System, Monorail Station Platform and Exterior Accessway.

Section D. After the Effective Date, Westlake Center shall cause all tenants whose premises occupy any portion of Monorail Station Platform Addition to allow reasonable access to the City and the Monorail Concessionaire to such premises to plan Monorail Station Platform Improvements. No later than December 31, 2020, Westlake Center shall cause all tenants whose premises occupy any portion of the Monorail Station Platform Addition to surrender possession to Westlake Center the portion of their premises that lies within the Monorail Station Platform Addition. After the Effective Date, Westlake Center shall grant no new leaseholds or any other exclusive rights that would adversely impact City’s rights hereunder to any portion of the Monorail Station Platform.

Section E. New Sections 8 (d), 8 (e), and 8 (f) are added to the Agreement as follows:

(d) Westlake Center, as Grantor, hereby grants to the City, as Grantee, an easement and exclusive concession license throughout the Monorail Station Platform and in the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements for the purpose of installing, maintaining, producing and displaying thereupon promotional and informational media, including commercial signage, limited commercial advertising, live entertainment, videos, displays and audio broadcasts, together with related equipment such as monitors, displays, installations, wiring and controls (collectively, the “Monorail Station Platform Signage”), in each case only to the extent specifically provided in this Section 8(d) and expressly subject to Section 9 below. The Monorail Station Platform Signage shall be located in the approved locations identified on Exhibit K, or in such locations otherwise approved by Westlake Center, such approval not to be unreasonably withheld. The Monorail Station Platform Signage may promote any Monorail/Seattle Center Messaging and may also contain commercial advertisements and Westlake Center shall have no right to review or approve such content, provided, however, that, while advertisements may promote specific goods and services that compete with the specific goods and services offered by tenant retailers then located in the interior mall portion of the Improvements, advertising shall not promote any non-tenant retailer that directly competes with any tenant retailer (a “Direct Competitor”). A “retailer” means any business that offers and sells goods and/or services directly to the public. A non-tenant retailer “directly competes with a tenant retailer” if, considering the entire mix of goods and services of each, the non-tenant retailer and tenant retailer offer substantially the same mix of goods and services to the public. *(By way of non-limiting example, an*

advertisement may not promote a non-tenant retailer, such as JC Penny, so long as there is a tenant retailer within the interior portion of the Improvements, such as Saks Off 5th, that offers substantially the same mix of goods and services as the non-tenant retailer, JC Penny, considering the entire mix of goods and services of each. The advertisement could, however, properly promote Izod tennis shirts, even though Saks Off 5th sells Izod or other brands of tennis shirts, so long as there is not an Izod brand specific tennis shirt specialty store in the Improvements.) For clarity, no person or entity, other than the City, shall have any right to install, maintain or display any signage or commercial advertising within the Monorail Station Platform or upon the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements, subject, however, to Westlake Center's reserved rights set forth below in this Section 8(d). The City's exercise of its Monorail Station Platform Signage rights shall not impede pedestrian traffic to, from and within the Exterior Accessway, it being agreed that, in any event, the City shall have the right to restrict access to the Fare Area set forth in Section 9(b)(xii). From time to time, the City may relocate, replace and make additions to its physical signs and related equipment within the Monorail Station Platform and upon the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements, provided the same are within the approved locations designated on Exhibit K or in such other locations approved by Westlake Center, such approval not to be unreasonably withheld. No later than the end of the Term, the City shall remove, at its own expense, the Monorail Station Platform Signage and the City shall repair, at its own expense, any damage caused by such removal. Westlake Center reserves the right on the Monorail Station Platform, at its

sole cost and expense, to install, maintain, service and use not more than two commercial vending machines at locations on the platform that are approved by the City, such approval not to be unreasonably withheld; provided that the City may reasonably withhold its approval of any location that would, in the City's reasonable discretion, impede pedestrian traffic or interfere with the City's control of the Fare Area. Westlake Center reserves the right on the Monorail Station Platform, at its sole cost and expense, to install, maintain and service signage that is required by law (*i.e.*, to meet statutory and regulatory requirements), but not signage for any other use or purpose.

(e) Westlake Center, as Grantor, hereby grants to the City, as Grantee, a non-exclusive easement in certain interior and exterior locations of the Improvements (1) depicted on Exhibit K (the "Improvements Signage") for the purpose of installing and maintaining equipment (such as, monitors, displays, installations, wiring, and controls) to display certain signage and (2) for the purpose of installing and operating self-serve Monorail ticket vending machines in exact locations to be proposed by SMS and approved by Owner, such approval to not be unreasonably withheld, at the basement mezzanine entrance (up to two machines) and at the 3rd floor mall atrium (up to five machines) both only to the extent expressly provided in this Section 8(e) and subject to the provisions of Section 9. The City's right to install signage and self-serve Monorail ticket vending machines under this Section 8(e) shall be limited as follows:

- (i) Exterior banner signage will only identify the Monorail and its location within the Improvements; and

- (ii) Exterior digital signage and self-serve Monorail ticket vending machines may contain Monorail/Seattle Center Messaging, provided, however, if any Monorail/Seattle Center Messaging is sponsored by a Direct Competitor, such Monorail/Seattle Center Messaging may include the name of the sponsor only and shall be prohibited from promoting the goods and/or services offered or sold by such sponsor; and
- (iii) Digital and non-digital signage and signage for self-serve Monorail ticket vending machines installed on the interior of the Improvements (excluding the Monorail Station Platform Signage) will be limited to Approved Monorail Messaging, and the location of any such signage shall be subject to Westlake Center's reasonable approval and may be relocated, upon prior written notice to the City and at Westlake Center's sole cost and expense, as Westlake Center deems necessary (in its reasonable discretion).

Provided that the Improvements Signage complies with the content limitations of subsections 8(e)(i) through (iii) above, Westlake Center shall have no right to review or approve such content. The City may request that Westlake Center approve (y) relocation of self-serve Monorail ticket vending machines and/or (z), replacement and additions to the signage locations on Exhibit K, which approval may not be unreasonably withheld. Westlake Center shall use commercially reasonable efforts (i) to prevent visual obstruction of any Approved Monorail Messaging signage located in or on the Improvements and (ii) to prevent visual or physical obstruction to the self-serve Monorail ticket vending machines.

(f) Upon prior written notice to Westlake Center, the City may exercise any of its easement rights under Sections 8(d) and 8(e) through a concessionaire or other third-party designee. Subject to this Section 8(f), the City or its designee or concessionaire shall have the right to sublicense the rights under Sections 8(d) and 8(e) to a third-party on terms consistent with the rights and limitations granted to the City under this Agreement. Notwithstanding the foregoing, in no event shall the existence of any concession agreement, sublicense or other designation of the City's rights and obligations hereunder extinguish or diminish the City's obligations under this Agreement.

Section F. Section 9(a)(iv) of the Agreement is amended and restated; and new Sections 9(b) (xii) through (xiv) are added to the Agreement.

Restated 9(a)(iv) is amended and restated as follows:

“(iv) Use any sound making device; provided, however that the City may use audio broadcasts only on the Monorail Station Platform as part of its exercise of easement and exclusive concession license rights under Section 8(d) so long as the broadcasts are at a reasonable sound volume. For clarity, the City may not make audio broadcasts in any portion of the Improvements other than the Monorail Station Platform.

With respect to paragraphs (i) through (iv) above, neither of the parties hereto shall be deemed to be in default hereunder so long as such party uses reasonable effort to halt or prevent any such act or acts from taking place on property under its control. To the extent permitted by law, each of the parties shall have the right to deny access to or exclude from the Easement Areas any person engaged in the commission of any such act or acts or to restrain any such person from coming upon the Easement Areas. In so

acting, such party shall not be deemed to be the agent of any other party, unless expressly authorized or directed in writing to do so by such other party.

New Sections 9(b) (xii) through (xiv) are added as follows:

(xii) The City shall have the right to restrict access to the Fare Area to only those individuals (i) who pay the applicable fare or fare equivalent to ride the Monorail or (ii) who are non-fare paying but are otherwise authorized by the City, its concessionaire, or Westlake Center. To implement its right to restrict access to the Fare Area, the City is authorized to manage pedestrian traffic on the Monorail Station Platform and to construct, control and maintain improvements, including the Monorail Station Platform Improvements described in Exhibit J.

(xiii) Westlake Center shall not permit any tenant, guest or invitee to install or maintain any improvement, temporary or otherwise, that obstructs the view of or access to any approved signage or to the customer service kiosk on the Monorail Station Platform.

(xiv) The City, at its own expense, shall obtain all permits, trademark and copyright approvals and licenses for the exercise of its easement rights to install and display Monorail/Seattle Center signage and Monorail Station Platform Signage.

Section G. The second sentence of Section 11(d) of the Original Agreement is amended and restated as follows:

For purposes of this provision, the peak base ridership volume is six thousand (6,000) passengers per hour in each direction of travel.

Section H. New Section 12 (e) is added to the Original Agreement as follows:

(e) Westlake Center hereby authorizes the City or its concessionaire to construct new capital improvements to the Monorail Station Platform and Exterior Accessway at its own expense, enlarging the station area, adding signage, and increasing the platform capacity (“the Monorail Station Platform Improvements”). The parties acknowledge that the City intends for its current concessionaire, Seattle Monorail Services, LLC, to construct the Monorail Station Platform Improvements. Additionally, the parties acknowledge that Westlake Center has entered into a separate easement with the concessionaire (the “SMS Easement”), and that the SMS Easement authorizes the concessionaire to construct additional improvements and the Monorail Station Platform Improvements as a unified project whether under the terms of a work letter or separate construction agreement. Accordingly, unless the City agrees in writing to assume any obligations with respect to the design and construction of the Monorail Station Platform Improvements, the City shall have no liability arising from the design and construction of the Monorail Station Platform Improvements. The Monorail Station Platform Improvements are further described in Exhibit J.

Section I. The following new paragraph is added to Section 13 of the Original Agreement:

In addition to the monthly amount stipulated above, the City shall (i) reimburse Westlake Center for actual out-of-pocket construction costs associated with relocating

Matcha Maiko Café from its approximately 600 square foot premises (the “Former MM Space”) within the Monorail Station Platform Addition to other space within the Westlake Mall, and (ii) beginning the first day of the month following completion of relocation and delivery of the Former MM Space to the City and on or before the first day of each month thereafter during the Term, the City shall pay Westlake Center the sum of \$3,167.00 per month. Such monthly amount shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described on Exhibit F. At the City’s request (within 30 days), Westlake Center shall provide the City with records and supporting information to verify the amount of the actual out-of-pocket construction costs associated with relocating the Matcha Maiko Café.”

Section J. Section 16 of the Original Agreement is amended by adding the following paragraph:

“FOR THE SOLE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF ANY EMPLOYEES OR ANY THIRD PARTIES UNRELATED TO THE PARTIES INDEMNIFIED UNDER THIS AGREEMENT, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 16 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON

c/o Brookfield Properties

350 N. Orleans Street, Suite 300

Chicago, Illinois 60654

Attention: General Counsel

with a copy to:

Westlake Center LLC

400 Pine Street

Seattle, Washington 98101

Attention: General Manager

Section M. The Original Agreement is in full force and effect, subject to and as amended by the provisions of this Second Addendum. This Second Addendum is being entered into for the sole purpose of (i) granting certain easement rights to the City to accommodate expansion of the Monorail Station Platform and to provide the City's rights for signage and Monorail/Seattle Center Messaging and (ii) amending the Original Agreement to support such expansion and grant of rights. The parties intend for all costs, expenses and liability (subject to Section 16 of the Original Agreement and Westlake's performance of its other duties under this Agreement) for such expansion to be borne by the City, or its concessionaire with respect to the Monorail Station Platform Improvements, in full.

Section N. All references to the Agreement shall mean and include the Original Agreement and this Second Addendum. As amended hereby, the Agreement remains in

full force and effect. Terms that are capitalized but not otherwise defined herein shall have the meaning set forth in the Original Agreement. In the event of any conflict or inconsistency between any provision of this Second Addendum, on the one hand, and any provision of the Original Agreement, on the other hand, then the conflicting or inconsistent provision of this Second Addendum shall control to the extent necessary to resolve the conflict. This Second Addendum, including the exhibits hereto, is the entire agreement between the Parties concerning the subject matter hereof. The Second Addendum is effective from and after the Effective Date. All further amendments shall be in writing and signed by the parties. This Second Addendum may be executed in counterparts. Any Party is authorized to record this Second Addendum in the public records of King County, Washington.

EXHIBIT D-1

(Monorail Station Platform, Monorail Station Platform Addition, Fare Area, Exterior
Accessway, and Interior Accessway

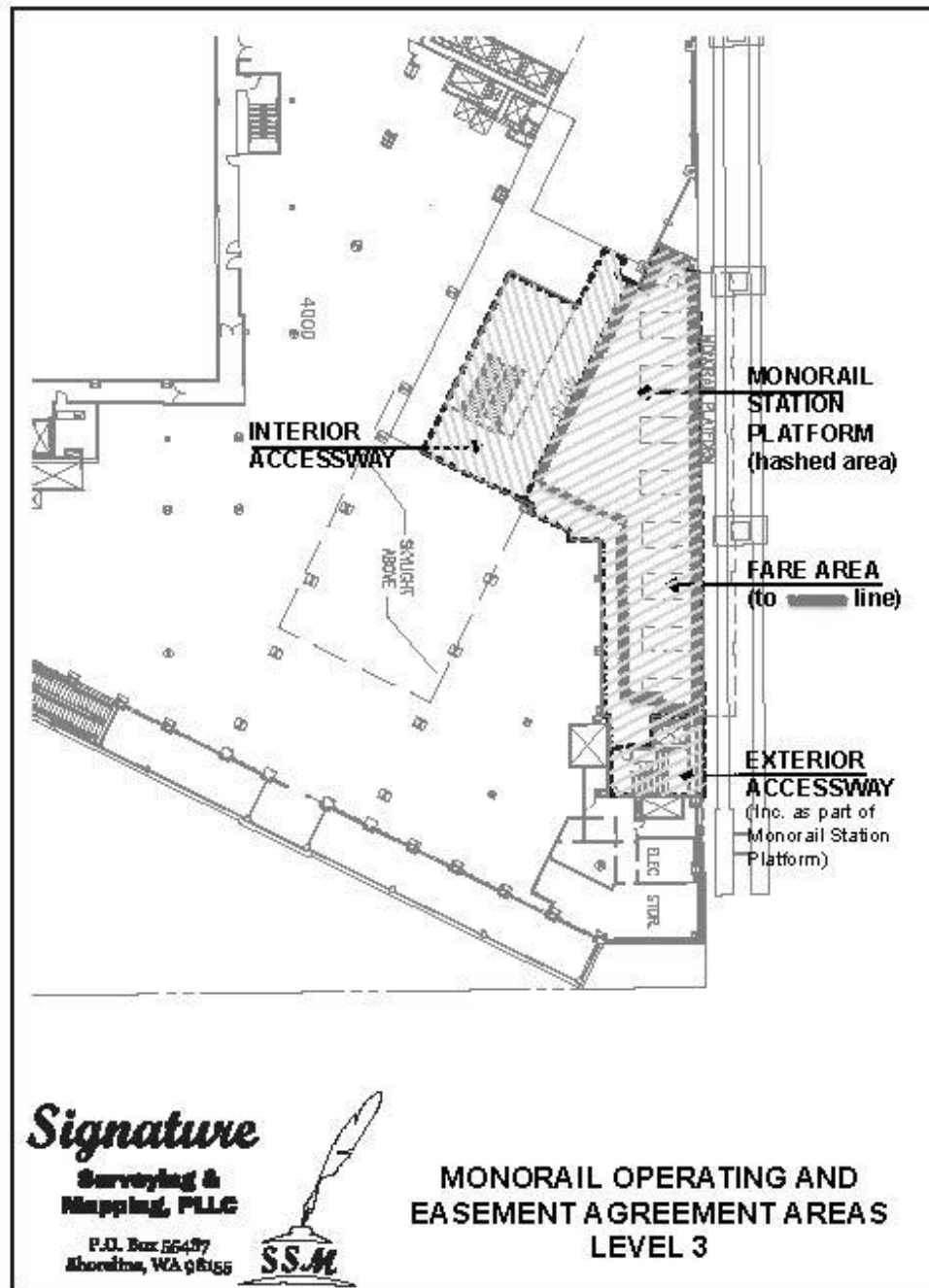


Exhibit D-1

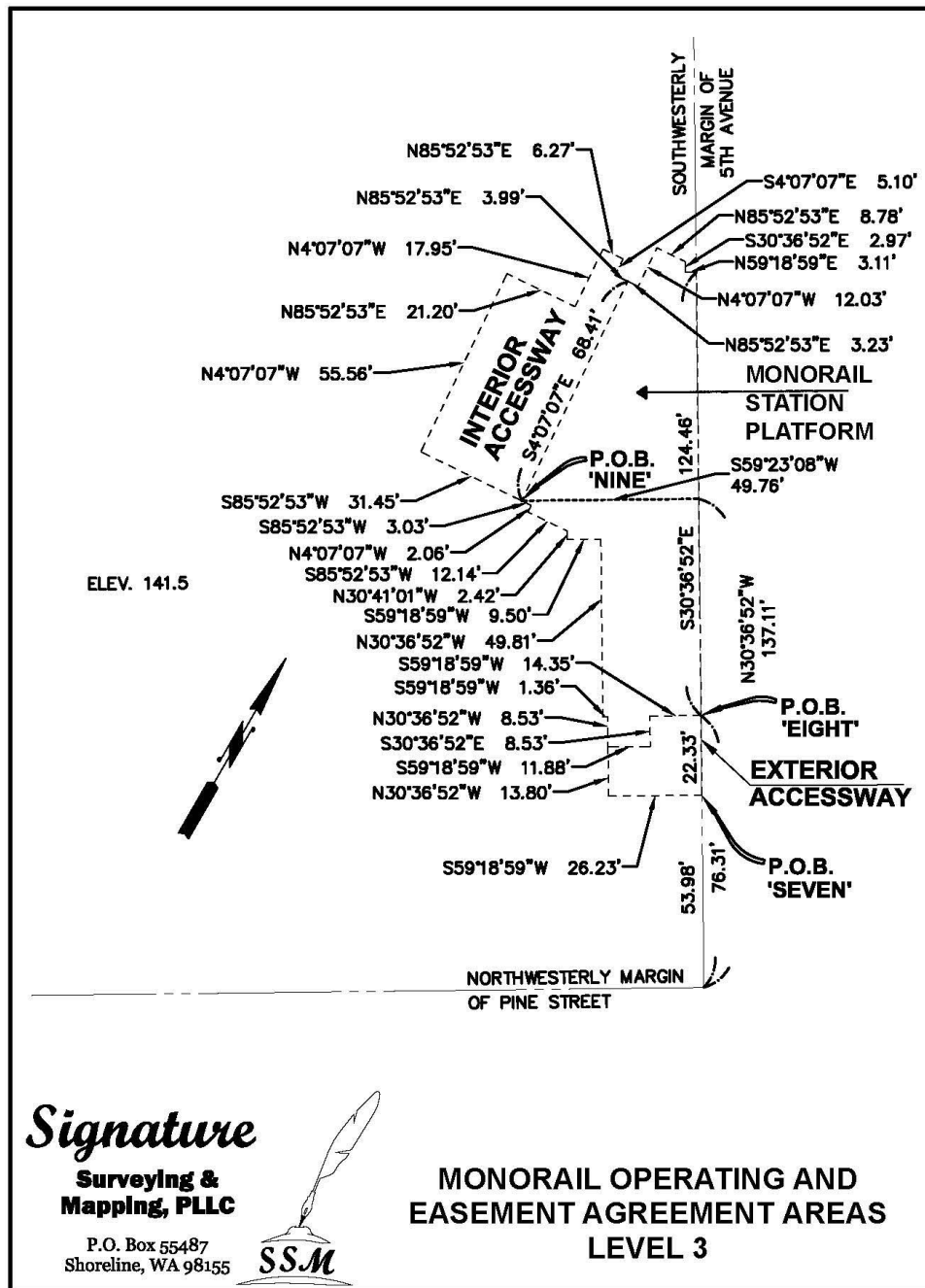


Exhibit D-1

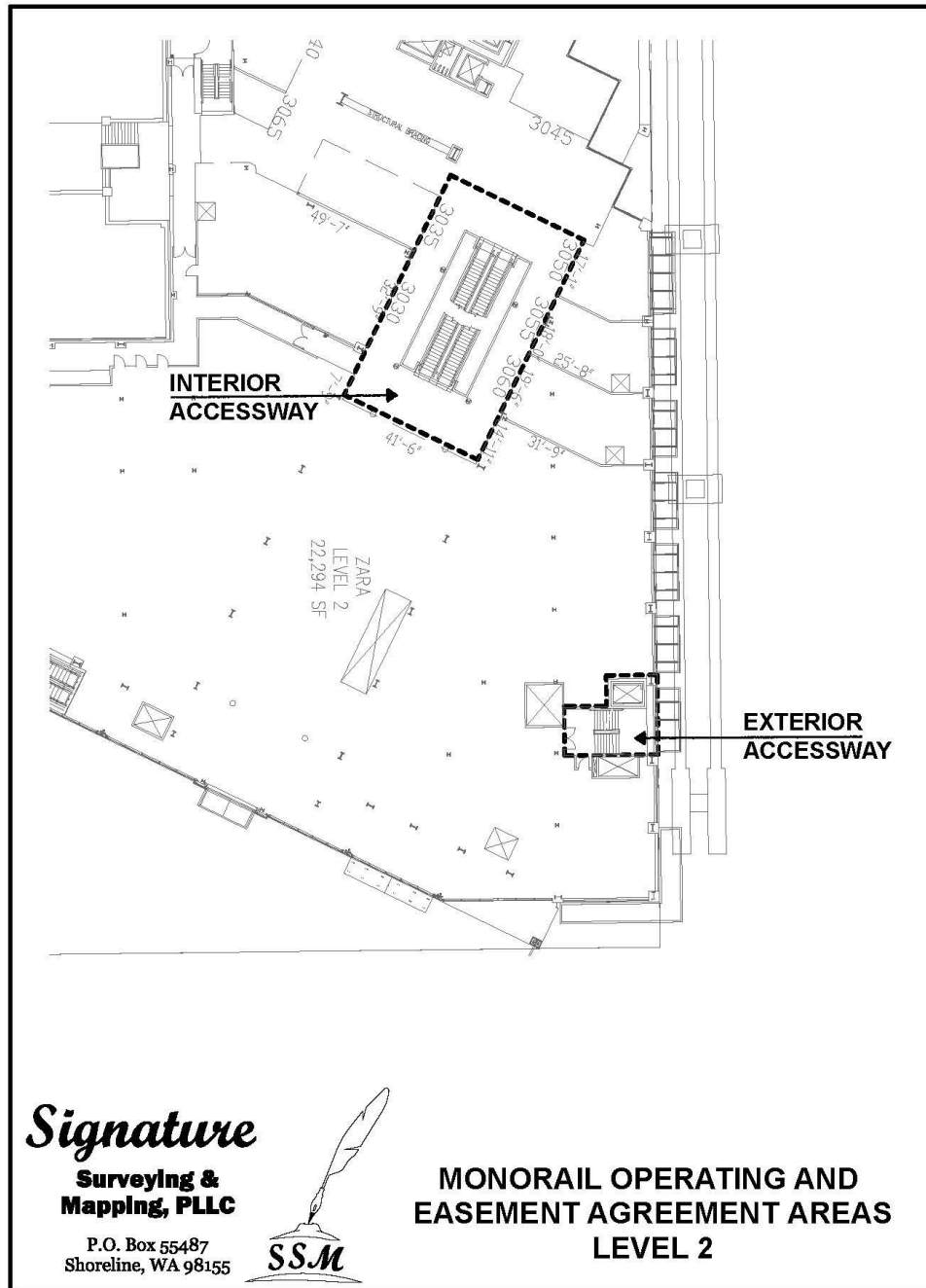


Exhibit D-1

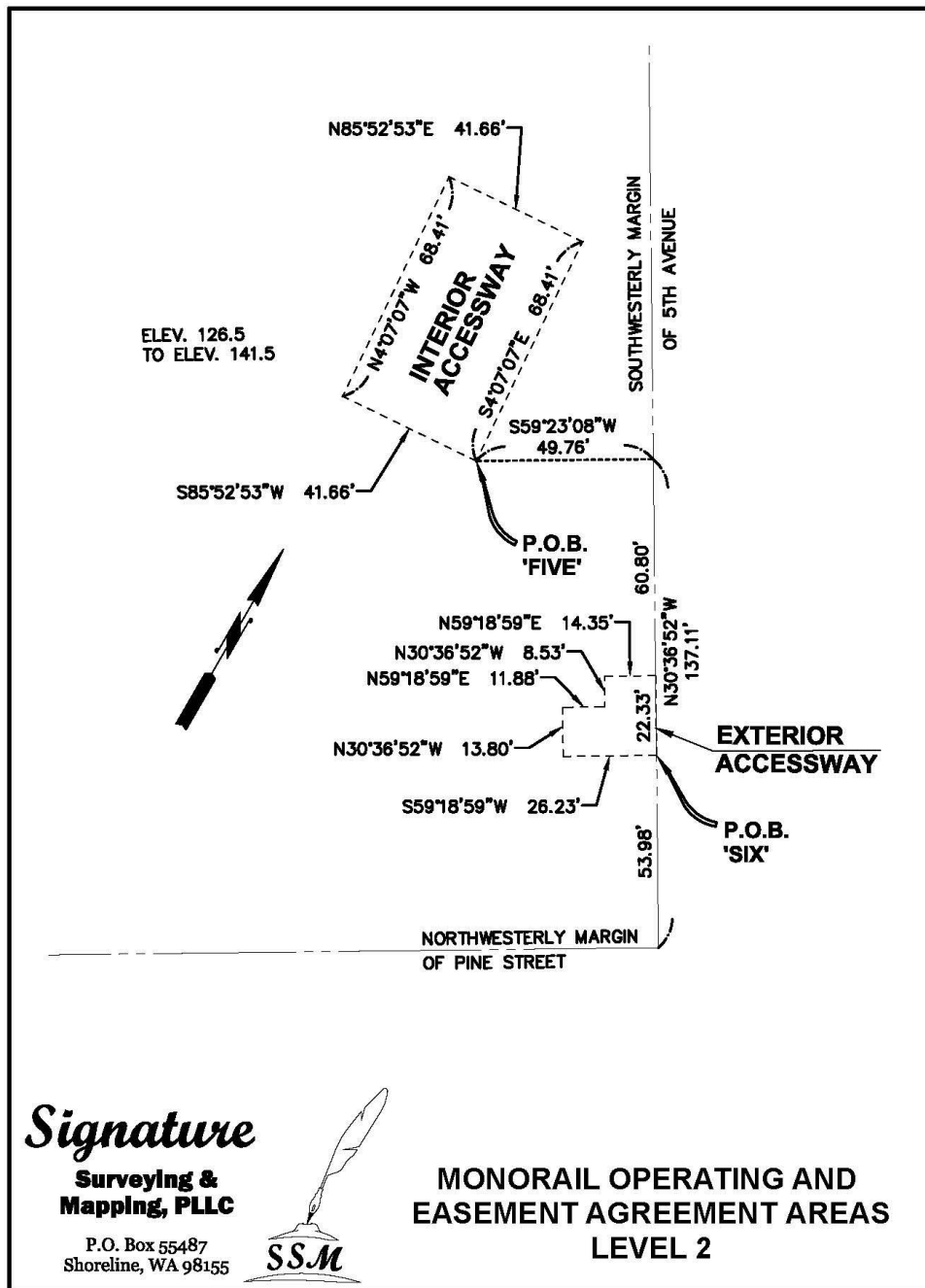


Exhibit D-1

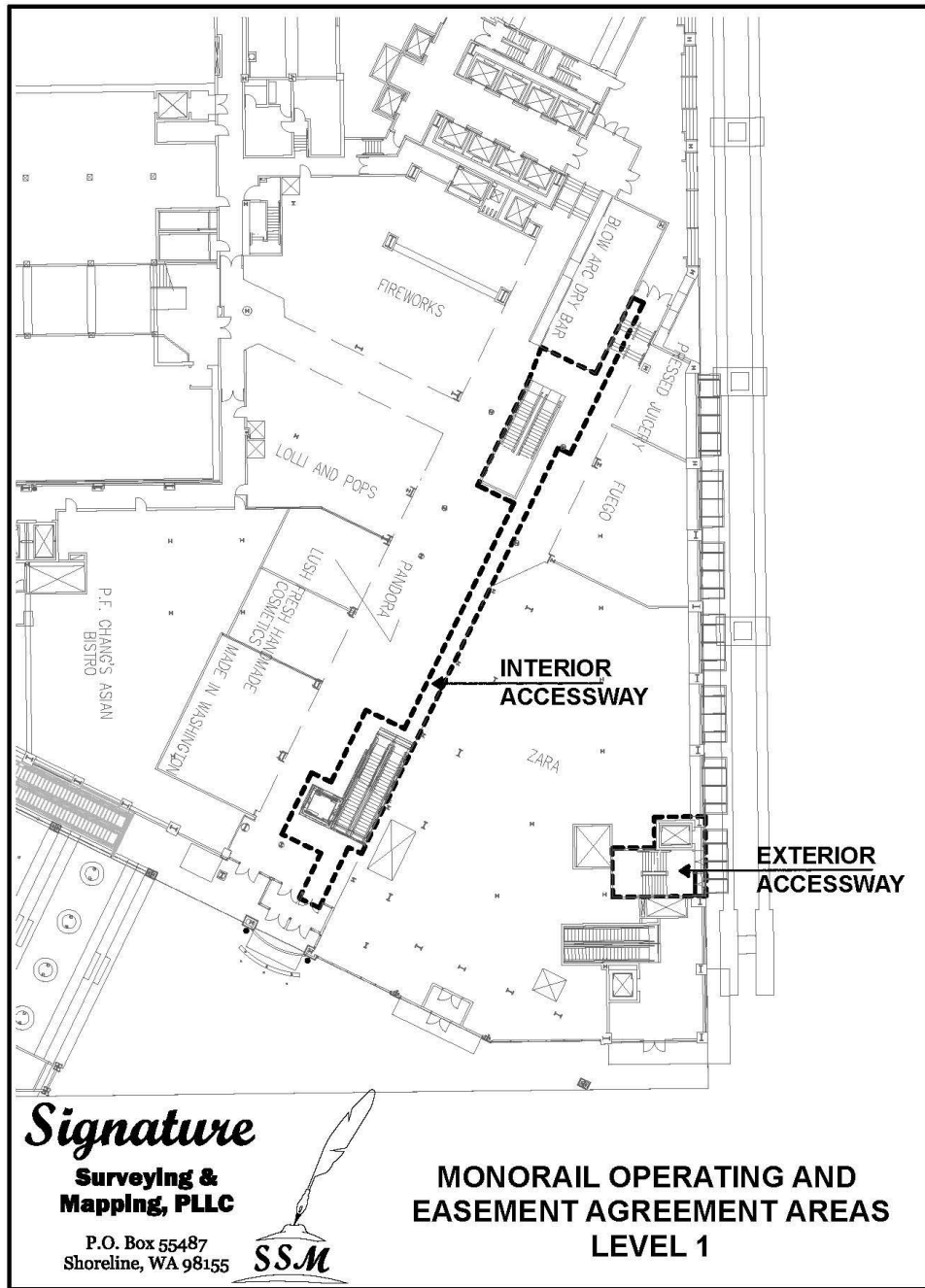


Exhibit D-1

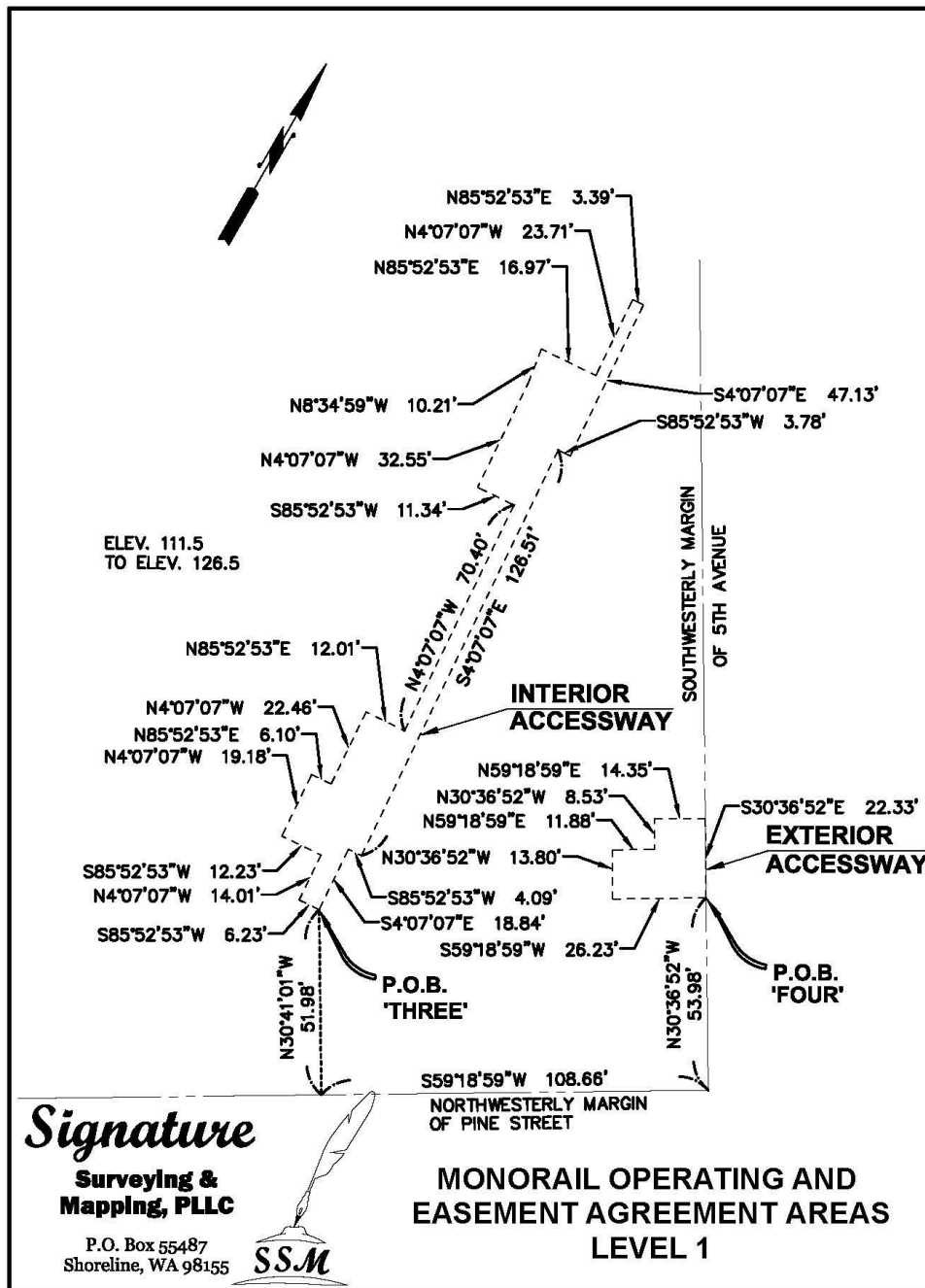
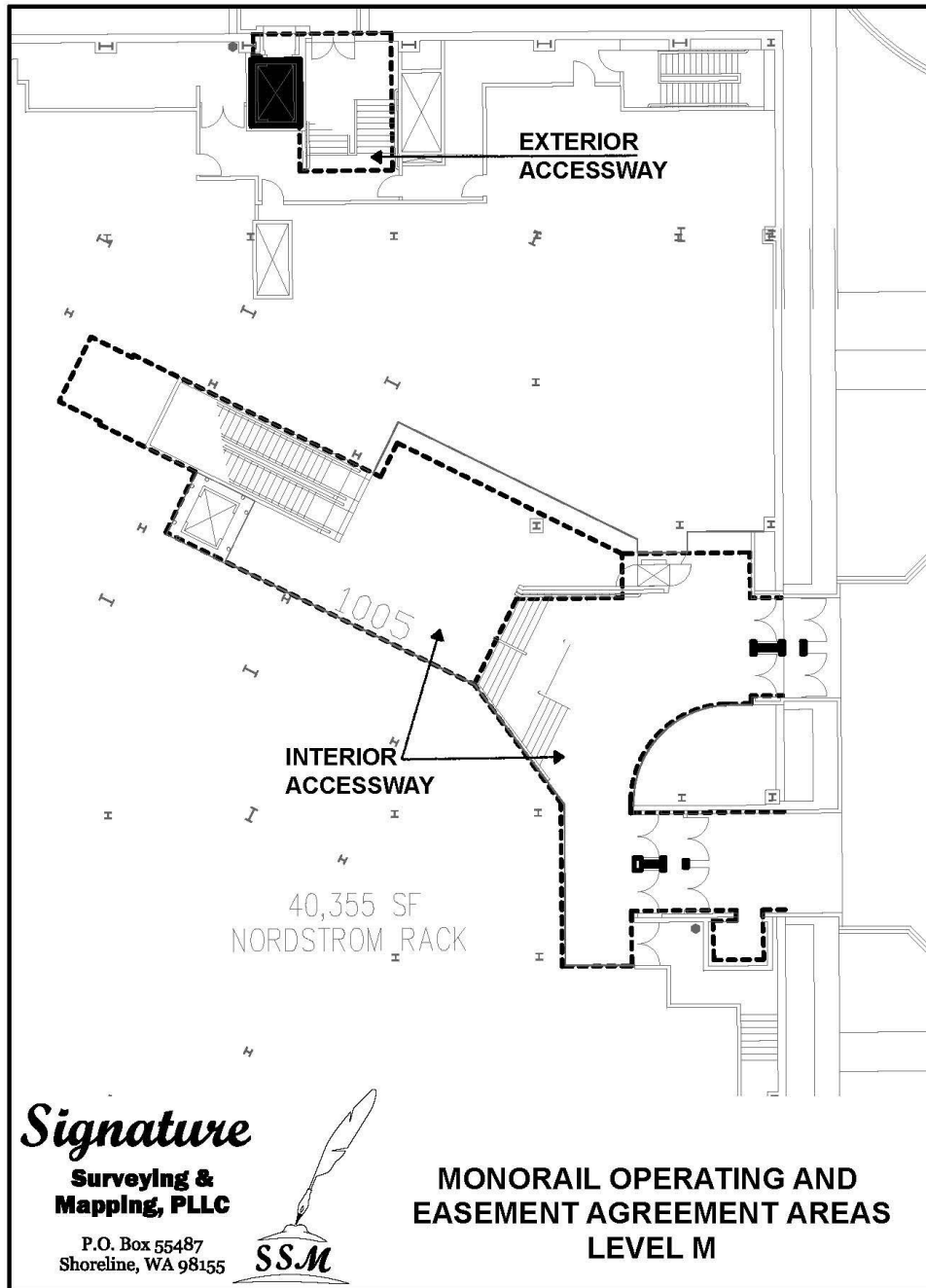


Exhibit D-1



Signature
Surveying & Mapping, PLLC
P.O. Box 55487
Shoreline, WA 98155



**MONORAIL OPERATING AND
EASEMENT AGREEMENT AREAS
LEVEL M**

Exhibit D-1

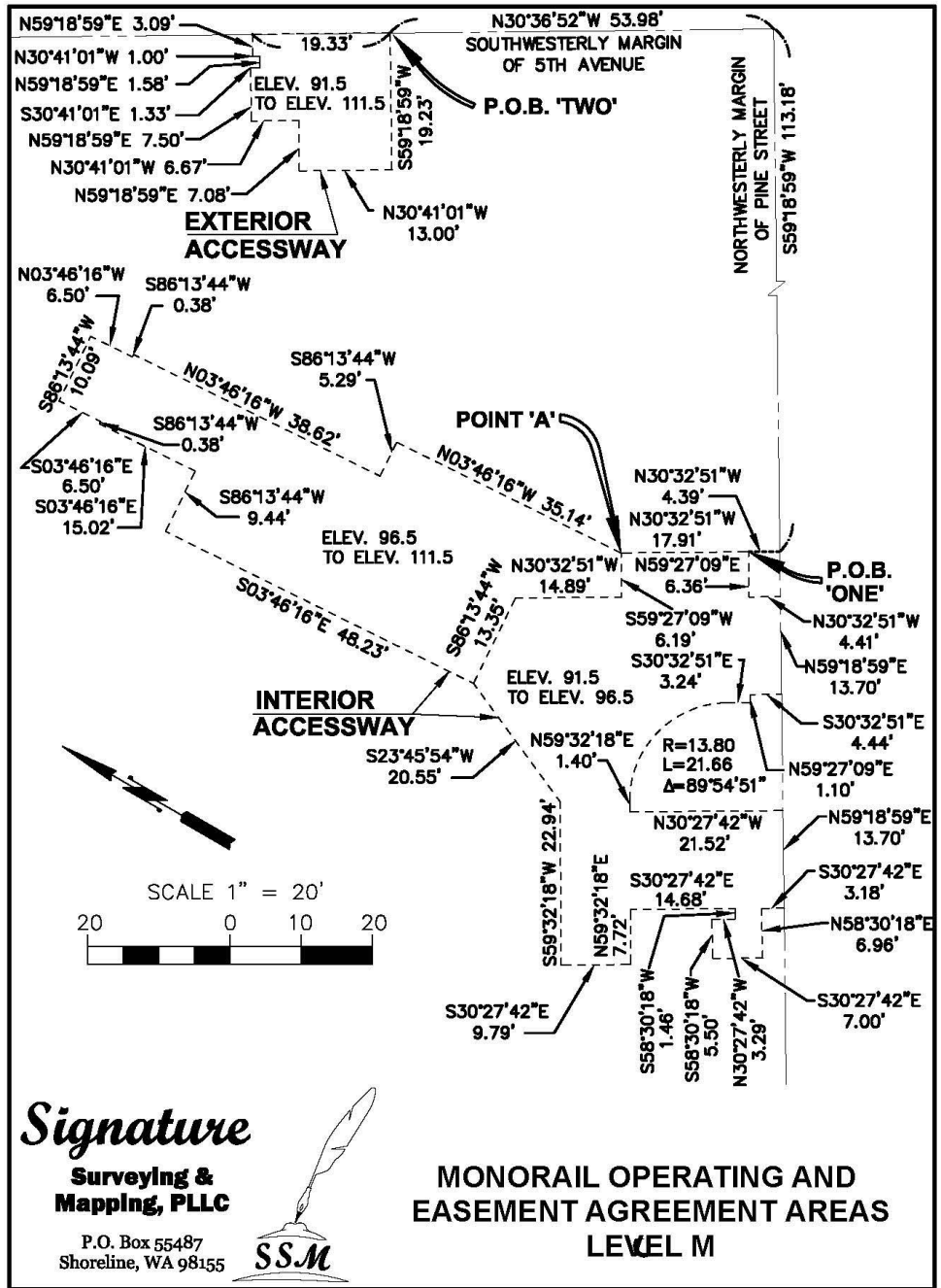


Exhibit D-1

**INTERIOR ACCESSWAY
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 113.18 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°32'51" WEST 4.39 FEET TO **POINT OF BEGINNING 'ONE'**;
THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT 'A'**;
THENCE SOUTH 59°27'09" WEST 6.19 FEET;
THENCE NORTH 30°32'51" WEST 14.89 FEET;
THENCE SOUTH 86°13'44" WEST 13.35 FEET;
THENCE SOUTH 23°45'54" WEST 20.55 FEET;
THENCE SOUTH 59°32'18" WEST 22.94 FEET;
THENCE SOUTH 30°27'42" EAST 9.79 FEET;
THENCE NORTH 59°32'18" EAST 7.72 FEET;
THENCE SOUTH 30°27'42" EAST 14.68 FEET;
THENCE SOUTH 58°30'18" WEST 1.46 FEET;
THENCE NORTH 30°27'42" WEST 3.29 FEET;
THENCE SOUTH 58°30'18" WEST 5.50 FEET;
THENCE SOUTH 30°27'42" EAST 7.00 FEET;
THENCE NORTH 58°30'18" EAST 6.96 FEET;
THENCE SOUTH 30°27'42" EAST 3.18 FEET TO THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 59°18'59" EAST 13.70 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°27'42" WEST 21.52 FEET;
THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;
THENCE SOUTH 30°32'51" EAST 3.24 FEET;

THENCE NORTH 59°27'09" EAST 1.10 FEET;
THENCE SOUTH 30°32'51" EAST 4.44 FEET TO THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 59°18'59" EAST 13.70 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°32'51" WEST 4.41 FEET;
THENCE NORTH 59°27'09" EAST 6.36 FEET TO **POINT OF BEGINNING 'ONE'**.

LYING BETWEEN ELEVATION 91.5 AND 96.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,518 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT 'A'**;
THENCE NORTH 03°46'16" WEST 35.14 FEET;
THENCE SOUTH 86°13'44" WEST 5.29 FEET;
THENCE NORTH 03°46'16" WEST 38.62 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE NORTH 03°46'16" WEST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 10.09 FEET;
THENCE SOUTH 03°46'16" EAST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE SOUTH 03°46'16" EAST 15.02 FEET;
THENCE SOUTH 86°13'44" WEST 9.44 FEET;
THENCE SOUTH 03°46'16" EAST 48.23 FEET;
THENCE NORTH 86°13'44" EAST 13.35 FEET;
THENCE SOUTH 30°32'51" EAST 14.89 FEET;
THENCE NORTH 59°27'09" EAST 6.19 FEET TO **POINT 'A'**.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 108.66 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°41'01" WEST 51.98 FEET TO **POINT OF BEGINNING 'THREE'**;
THENCE SOUTH 85°52'53" WEST 6.23 FEET;
THENCE NORTH 04°07'07" WEST 14.01 FEET;

THENCE SOUTH 85°52'53" WEST 12.23 FEET;
THENCE NORTH 04°07'07" WEST 19.18 FEET;
THENCE NORTH 85°52'53" EAST 6.10 FEET;
THENCE NORTH 04°07'07" WEST 22.46 FEET;
THENCE NORTH 85°52'53" EAST 12.01 FEET;
THENCE NORTH 04°07'07" WEST 70.40 FEET;
THENCE SOUTH 85°52'53" WEST 11.34 FEET;
THENCE NORTH 04°07'07" WEST 32.55 FEET;
THENCE NORTH 08°34'59" WEST 10.21 FEET;
THENCE NORTH 85°52'53" EAST 16.97 FEET;
THENCE NORTH 04°07'07" WEST 23.71 FEET;
THENCE NORTH 85°52'53" EAST 3.39 FEET;
THENCE SOUTH 04°07'07" EAST 47.13 FEET;
THENCE SOUTH 85°52'53" WEST 3.78 FEET;
THENCE SOUTH 04°07'07" EAST 126.51 FEET;
THENCE SOUTH 85°52'53" WEST 4.09 FEET;
THENCE SOUTH 04°07'07" EAST 18.84 FEET TO **POINT OF BEGINNING 'THREE'**;

LYING BETWEEN ELEVATION 111.5 AND 126.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 2,029 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 137.11 FEET ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 59°23'08" WEST 49.76 FEET TO **POINT OF BEGINNING 'FIVE'**;
THENCE SOUTH 85°52'53" WEST 41.66 FEET;
THENCE NORTH 04°07'07" WEST 68.41 FEET;
THENCE NORTH 85°52'53" EAST 41.66 FEET;
THENCE SOUTH 04°07'07" EAST 68.41 FEET TO **POINT OF BEGINNING 'FIVE'**;

LYING BETWEEN ELEVATION 126.5 AND 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 2,850 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 137.11 FEET ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 59°23'08" WEST 49.76 FEET TO **POINT OF BEGINNING 'NINE'**;
THENCE SOUTH 85°52'53" WEST 31.45 FEET;
THENCE NORTH 04°07'07" WEST 55.56 FEET;
THENCE NORTH 85°52'53" EAST 21.20 FEET;
THENCE NORTH 04°07'07" WEST 17.95 FEET;
THENCE NORTH 85°52'53" EAST 6.27 FEET;
THENCE SOUTH 04°07'07" EAST 5.10 FEET;
THENCE NORTH 85°52'53" EAST 3.99 FEET;
THENCE SOUTH 04°07'07" EAST 68.41 FEET TO **POINT OF BEGINNING 'NINE'**;

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 1,911 SQUARE FEET MORE OR LESS.

**EXTERIOR ACCESSWAY
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'TWO'**;

THENCE SOUTH 59°18'59" WEST 19.23 FEET;

THENCE NORTH 30°41'01" WEST 13.00 FEET;

THENCE NORTH 59°18'59" EAST 7.08 FEET;

THENCE NORTH 30°41'01" WEST 6.67 FEET;

THENCE NORTH 59°18'59" EAST 7.50 FEET;

THENCE SOUTH 30°41'01" EAST 1.33 FEET;

THENCE NORTH 59°18'59" EAST 1.58 FEET;

THENCE NORTH 30°41'01" WEST 1.00 FEET;

THENCE NORTH 59°18'59" EAST 3.09 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;

THENCE SOUTH 30°36'52" EAST 19.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'TWO'**.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 328 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'FOUR'**;

THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'FOUR'**.

LYING BETWEEN ELEVATION 111.5 AND 126.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 485 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'SIX'**;
THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'SIX'**.

LYING BETWEEN ELEVATION 126.5 AND 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 485 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'SEVEN'**;
THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;

THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE,;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'SEVEN'**.

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS
DESCRIPTION.

CONTAINING 485 SQUARE FEET MORE OR LESS.

**MONORAIL STATION PLATFORM
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 76.31 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'EIGHT'**;
THENCE SOUTH 59°18'59" WEST 14.35 FEET;
THENCE SOUTH 30°36'52" EAST 8.53 FEET;
THENCE SOUTH 59°18'59" WEST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE SOUTH 59°18'59" WEST 1.36 FEET;
THENCE NORTH 30°36'52" WEST 49.81 FEET;
THENCE SOUTH 59°18'59" WEST 9.50 FEET;
THENCE NORTH 30°41'01" WEST 2.42 FEET;
THENCE SOUTH 85°52'53" WEST 12.14 FEET;
THENCE NORTH 04°07'07" WEST 2.06 FEET;
THENCE SOUTH 85°52'53" WEST 3.03 FEET;
THENCE NORTH 04°07'07" WEST 68.41 FEET;
THENCE NORTH 85°52'53" EAST 3.23 FEET;
THENCE NORTH 04°07'07" WEST 12.03 FEET;
THENCE NORTH 85°52'53" EAST 8.78 FEET;
THENCE SOUTH 30°36'52" EAST 2.97 FEET;
THENCE NORTH 59°18'59" EAST 3.11 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 124.46 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'EIGHT'**;

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 4,122 SQUARE FEET MORE OR LESS.

Exhibit J

Monorail Station Platform Improvements Summary Description

The Monorail Station Platform Improvements are described below:

Demolition:

Demolition of MM retail space including all finishes and other improvements; atrium – station pedestrian doors, walls, column cladding; Monorail ticket booths and interior pedestrian glass queueing partitions; demising wall, storefront glazing and doors and the wall and door between Monorail equipment room and platform; and, platform/train edge railing and automatic gates.

Construction:

Construction of a new demising wall and door systems between the atrium and station (glass wall intended); added sliding doors or coiled grille system with environment control provided by air curtain or similar strategy, column cladding (where removed) and floor finishes (either repair existing to match or provide all new); dropped architectural ceiling and lighting systems; new partition wall and door between platform and enlarged Monorail equipment/storage room with alcove for up to two Owner installed and operated vending machines; new platform/train edge wall and automatic door system (open air above for natural ventilation); and, extension to exterior canopy so drip line extended past outboard train passenger doors.

Installation:

Installation of new fare gates at platform level of Exterior Accessway and at entrance to station from atrium; operational signage as necessary and other signage as described in Exhibit K of this Agreement; upgraded platform-only public address system; customer service kiosk; and ticket vending machines as set forth in this Agreement.

Other:

Modification of electrical and mechanical systems, fire sprinklers, and other building/ancillary systems as necessary to accommodate the work described. The Monorail Station Platform will remain unconditioned space (that is neither heated nor cooled) and will remain passively ventilated unless required otherwise by code. The planned design remains subject to City and building permit approval and building code requirements.

EXHIBIT K

(Monorail Station Platform Signage and Improvements Signage)

MONORAIL STATION PLATFORM SIGNAGE AND IMPROVEMENTS SIGNAGE

(Numbers on plan views indicate sign locations corresponding to numbers below.)

Exterior of Mall

1. Sign (*W, PS*) adjacent to the north entry of the mall, 32 sq. ft. maximum size; digital option
2. Sign (*W, PS*) above the south entry doors of the mall left of the main entry, 32 ft. maximum size; digital option
3. Sign (*W*) in vertical banner style along platform extension on south end of platform, 3' x 15' maximum size. Color and style to complement existing Mall signage, as mutually agreed.

Level M (lower mezzanine)

4. Sign (*W*) on the glass rail, 12 sq. ft. maximum size
5. Sign (*W, PS*) above the bottom of the escalator, 30 sq. feet maximum size; digital option
6. Subject to extent of Owner's rights thereon, sign (*W, PS*) on the exterior façade of the mezzanine facing into the Transit Mezzanine per the existing frame size; digital option

Level 1 (first floor)

7. Sign (*W, PS*) above the escalators on the outer perimeter facing north, 15 sq. ft. maximum size; digital option
8. Sign (*W, PS*) facing south on the underside of the escalators equivalent size to adjacent existing Saks and Rack signage; digital option
9. Sign (*W, PS*) adjacent to the elevator near the north end of the mall, 15 sq. ft. maximum size; digital option

Level 2 (second floor)

10. Sign (*W*) on each of the two the columns adjacent to the escalators; 9 sq. ft. maximum size
11. Sign (*W*) on the floor coming off the up-direction escalator, 9 sq. ft. maximum size

Exhibit - K Monorail Station Platform Signage and Improvements Signage

Page 1 of 19

Level 3 (third floor)

12. Sign (*W, PS, C*) above door entry system for Monorail trains visible to platform and Mall atrium up to maximum available space along the east side of platform and above the door system; digital and audio option
13. Sign (*PS, C*) on columns interior to platform not visible to Mall atrium; maximum permissible size, digital, projection and audio option
14. Sign (*PS, C*) on south wall of platform; 100 sq. ft. maximum size; digital, projection and audio option
15. Sign (*PS, C*) on north wall of platform; 100 sq. ft. maximum size; digital, projection and audio option
16. Signs (*W, PS, C*) on platform floor of any size; projection or static option
17. Sign (*W, PS*) above the entrance level of the demising wall between platform and Mall atrium facing the atrium, 4 ft. high x 80 ft. maximum size; digital option

Sign Content Key

W- Wayfinding to Monorail

PS- Promotional for Monorail and/or Seattle Center Activities

C-Commercial third party

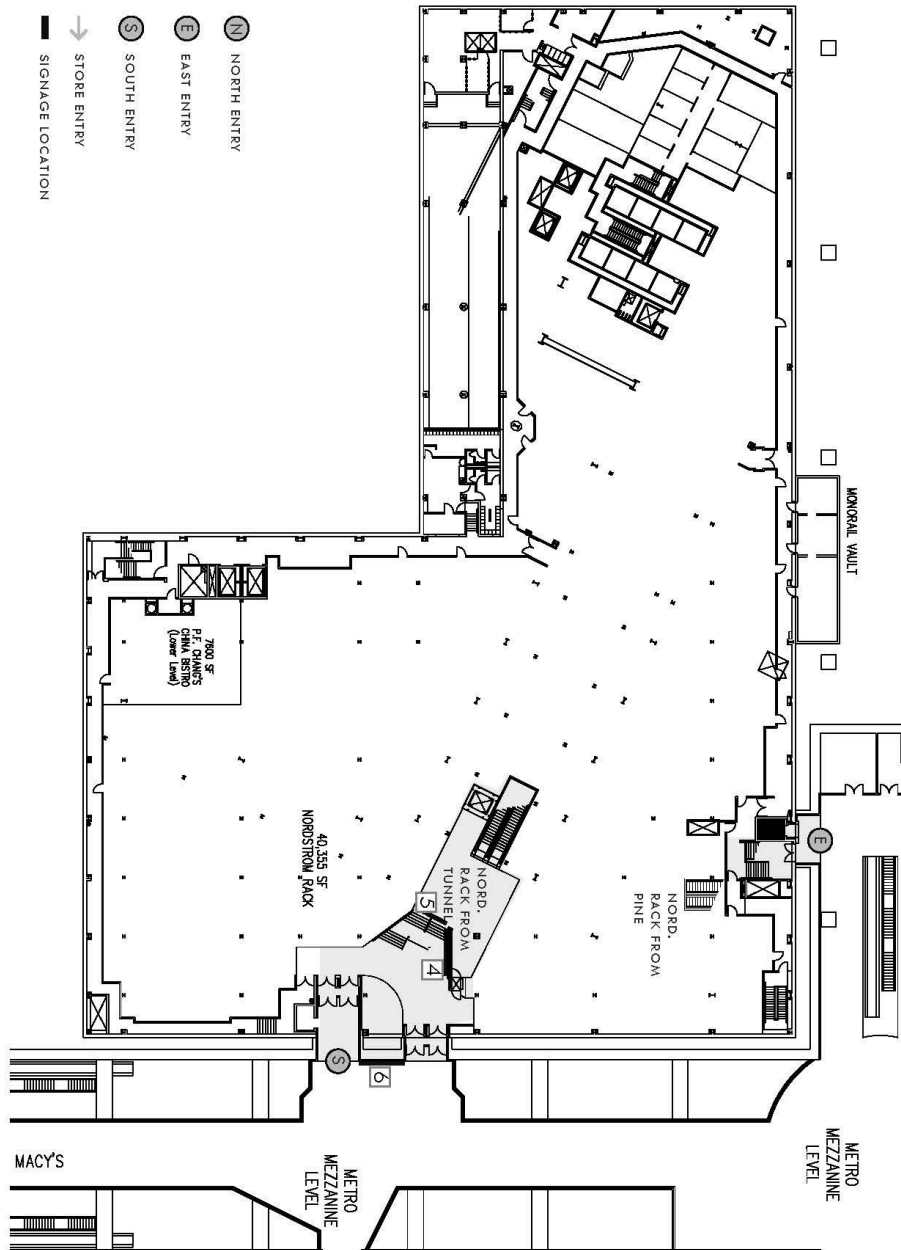


Exhibit - K
 Monorail Station Platform Signage and Improvements Signage

LEVEL M

Page 3 of 19

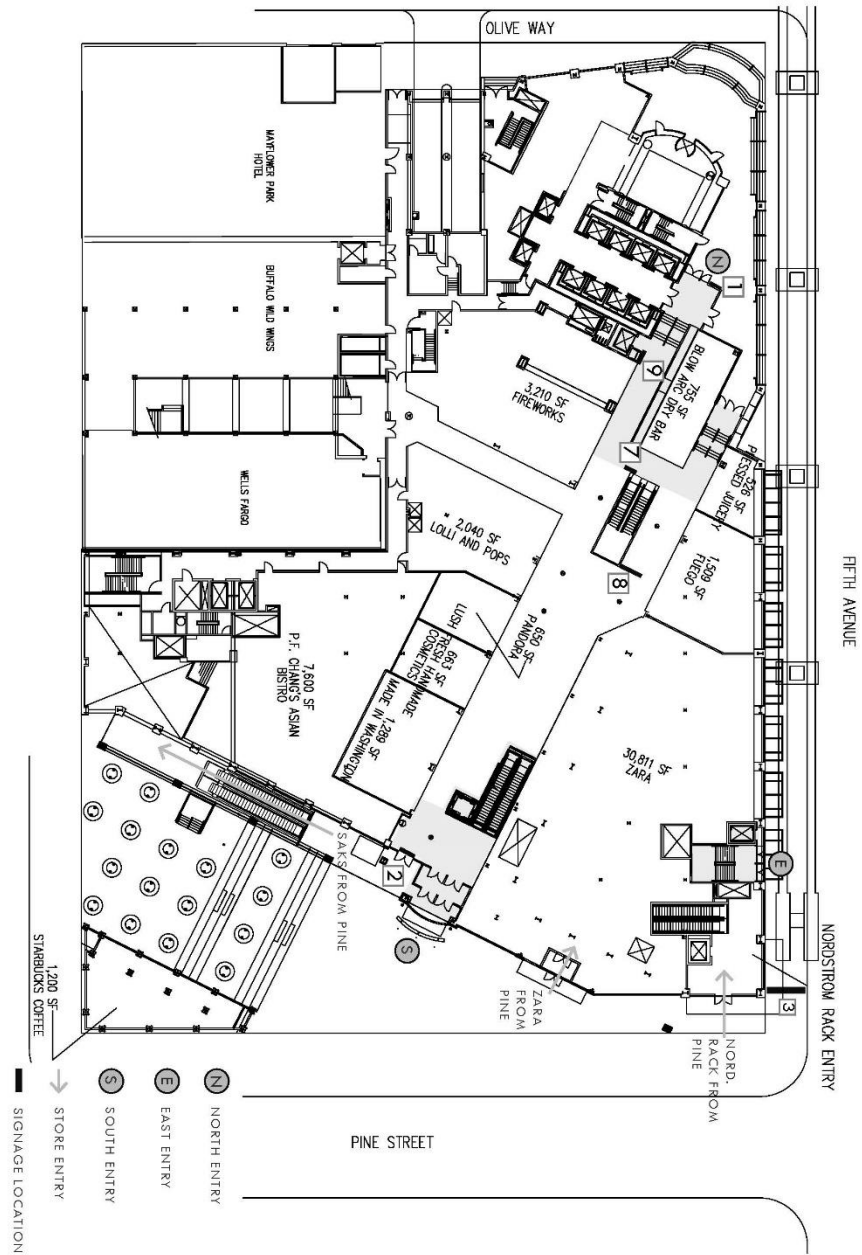


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1

Page 4 of 19

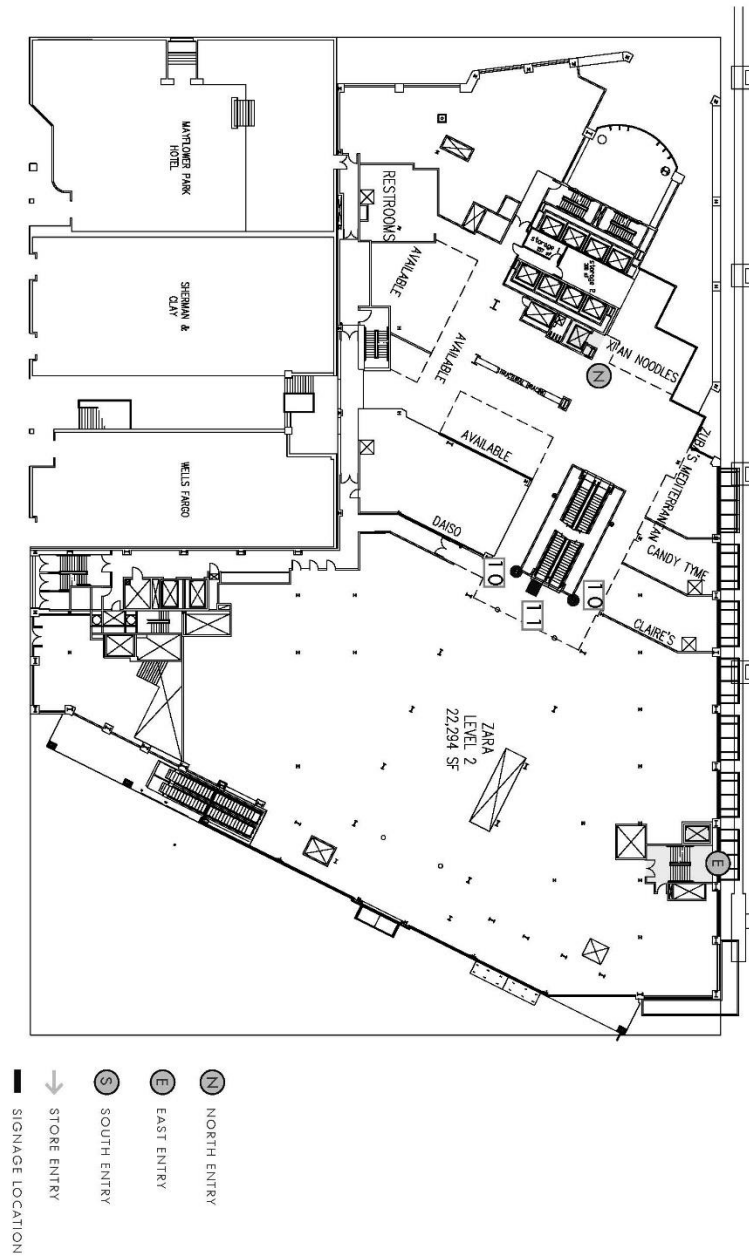


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 2

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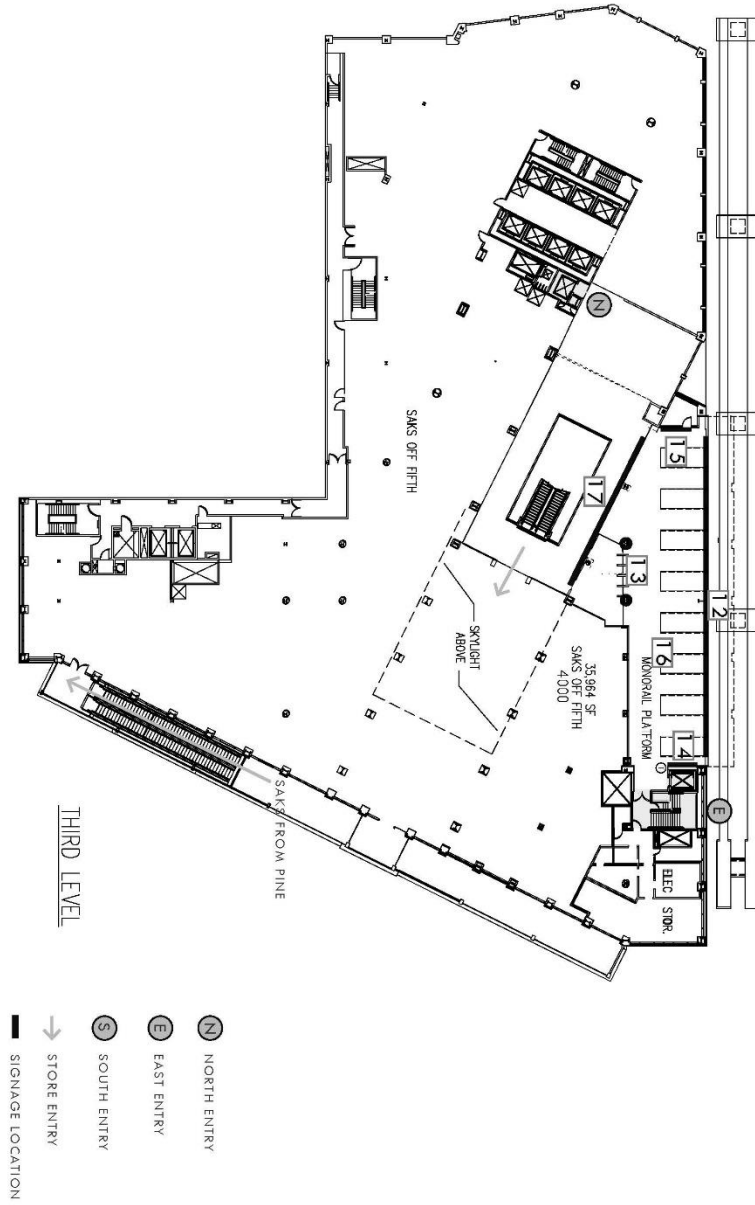


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3

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WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 1



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

Page 7 of 19

WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 2



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

Page 8 of 19

WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 3



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

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WESTLAKE CENTER LEVEL M - SIGN LOCATION 4



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

WESTLAKE CENTER LEVEL M - SIGN LOCATION 5



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M
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WESTLAKE CENTER LEVEL M - SIGN LOCATION 6



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M
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WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 7



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1
Page 13 of 19

WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 8



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1
Page 14 of 19

WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 9



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

WESTLAKE CENTER LEVEL 2 - SIGN LOCATION 10



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 2

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WESTLAKE CENTER LEVEL 2 - SIGN LOCATION 11



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

WESTLAKE CENTER LEVEL 3 - SIGN LOCATIONS 12, 13, 14, & 16



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3

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WESTLAKE CENTER LEVEL 3 - SIGN LOCATIONS 15 & 17



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3
Page 19 of 19

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Center	Denise Wells, 615-0258	William Chen, 233-7274

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the Seattle Monorail, authorizing the Director of the Seattle Center Department to execute a second amendment to the easement agreement with Westlake Center, LLC previously authorized by Ordinance 113272; providing additional easement area for improvement and expansion of the Monorail station platform; granting rights to install and maintain ticket kiosks and commercial and informational signage; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

The legislation authorizes amendment of the 1987 Monorail Operating and Easement Agreement with Westlake Center, LLC to allow expansion of the easement area and improvements to the Westlake Monorail Station platform designed to address the increased patron use expected with the summer/fall 2021 opening of the new Seattle Arena at Seattle Center. This easement was contemplated in the Amended and Restated Monorail Concession Agreement authorized by Ordinance 125942 in the fall of 2019.

This legislation authorizes execution of the Second Addendum and Amendment to Monorail Operating and Easement Agreement by and between Westlake Center, LLC And the City of Seattle which amends the 1987 agreement with Westlake Center LLC. The original agreement addressed construction, maintenance, use and operation of the monorail track and platform and associated easements at Westlake Center.

The recently executed Amended and Restated Monorail System Concession Agreement addressed the terms and conditions related to implementation of One Regional Card for All (“ORCA”) smartcard as a form of fare payment on the Monorail. The agreement also requires the Monorail Concessionaire, Seattle Monorail Services, to make privately funded improvements to the Westlake Monorail platform to improve the station capacity, accessibility and connections to other transit systems. The improvements include enlarging the station area, adding signage, additional ticket kiosks, fare gates and increasing the platform capacity, allowing for quicker boarding times and reduced wait times.

The 1987 agreement is amended to provide easements for the increased platform area and signage and to increase the monthly fees to reflect the increased platform area. Capital expenses associated with the revisions and improvements, estimated at \$6.6 million will be paid by the Monorail Concessionaire and the amortized cost will be reimbursed by Monorail revenues over the remaining 14-year term of the concession agreement.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

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

The easement agreement includes an obligation to pay an additional \$38,000/year, adjusted annually by the CPI, for use, cleaning and maintenance of the additional space on the Westlake Monorail Station platform. This annual cost will be an expense of the Monorail Concessionaire and will be paid out of Monorail operating revenues. The estimated \$6.6 million of capital costs associated with renovation of the Monorail Station platform, and the direct costs associated with relocating an existing Westlake Center tenant out of the platform area, are also funded by the Monorail Concessionaire and the amortized costs will be reimbursed by Monorail revenues over the remaining 14-year Concession Agreement term.

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

Yes. Expansion of the Westlake Station Monorail platform is one of the efforts the City is undertaking to mitigate the impacts of increased traffic due to construction of the Seattle Arena and the arrival of NHL hockey at Seattle Center. Patrons will be encouraged to use the Monorail as an effective way to either connect to Sound Transit and other mass transit at Westlake Center or to park downtown and ride to Seattle Center. Expansion of the platform and improvements to the station will help the Monorail achieve its peak base ridership volume of six thousand passengers per hour in each direction of travel. If the easement is not approved, the size of the platform area will not be increased.

4. OTHER IMPLICATIONS

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

No

b. Is a public hearing required for this legislation?

No

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

No

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

No.

e. Does this legislation affect a piece of property?

Yes, a map is included in Attachment 1 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? What is the Language Access plan for any communications to the public?

This legislation increases the space available for use of the Monorail for everyone, ensures pedestrian access between the Monorail station and Westlake Center, and is not expected to negatively impact vulnerable or historically disadvantaged communities. No additional communications to the public are anticipated because of expansion of the Monorail platform area.

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

Not applicable.

List attachments/exhibits below:

Not applicable.

July 9, 2020

MEMORANDUM

To: Seattle City Councilmembers
From: Brian Goodnight, Analyst
Subject: Council Bill 119815: Second Addendum to Monorail Westlake Center Agreement

On July 13, 2020, the Council will discuss and possibly vote on [Council Bill \(CB\) 119815](#), proposed legislation that would approve the execution of the Second Addendum and Amendment to the City's Monorail Operating and Easement Agreement with Westlake Center, LLC. This memo provides background information on the current agreements with Westlake Center and the Monorail's operator, and summarizes the purpose and impacts of the proposed amendment.

Background

In January 1987, the Council approved [Ordinance 113272](#) authorizing the Seattle Center Director to enter into an agreement with the owners of Westlake Center relating to the construction, maintenance, and operation of the Monorail facilities at Westlake Center. The agreement also provided the City with the necessary easements for use of facilities, such as the platform and accessways, that are required for Monorail operations. The agreement has been modified two times previously: an amendment in 1988 relating to the scope of work for the construction of a portion of the elevated tracks, and a First Addendum in 2014 relating to the relocation of certain easements for access to the platform. All three of these documents, the original agreement, the 1988 amendment, and the 2014 addendum, are attached to CB 119815 as [Attachment 1](#).

The City also has a related agreement with Seattle Monorail Services, LLC (SMS) for the operation and maintenance of the Monorail system. This concession agreement was originally approved in December 2014 ([Ordinance 124674](#)) and was modified by an amended and restated agreement in December 2019, the terms of which were approved by the Council in September 2019 ([Ordinance 125942](#)). The intent of the amended and restated agreement was to facilitate the implementation of the One Regional Card for All (ORCA) smartcard as a method of fare payment, which occurred in October 2019, and to require privately-funded capital improvements to the Monorail's Westlake Station.

Second Addendum and Amendment

The purpose of the Second Addendum and Amendment to the Monorail Operating and Easement Agreement, attached to CB 119815 as [Attachment 2](#), is to allow for capital improvements to occur at Westlake Station. The capital improvements will include enlarging the station area, increasing the platform capacity, adding signage, and adding additional ticket kiosks, all of which are intended to allow for quicker boarding and reduced wait times.

Assuming that large events are able to resume by next year, the fall 2021 opening of the remodeled arena, now known as Climate Pledge Arena, is expected to increase Monorail usage above pre-pandemic levels.

As a system, the Monorail is conceptually capable of accommodating up to 6,000 riders per hour in each direction. Achieving this ridership capacity, however, will require capital improvements to Westlake Station. The capital improvements that will be funded and constructed by SMS are estimated to cost approximately \$6.6 million, including the cost to relocate an existing tenant. The amortized cost of the improvements will be reimbursed with Monorail revenues over the remaining 14 years of the SMS concession agreement.

If approved, the Second Addendum to the agreement would supersede and replace the First Addendum in its entirety, and it would grant the City the easements necessary for the Monorail station platform, the planned additions, and all of the associated improvements. The improvements covered by these easements would expand the platform by approximately 800 square feet. In return for this additional space, the addendum requires an additional cost of \$3,167 per month, or approximately \$38,000 per year, which will increase annually for inflation. Per the terms of the City's concession agreement with SMS, these leasing costs are the responsibility of SMS and will be funded with Monorail operating revenues.

cc: Kirstan Arestad, Executive Director
Dan Eder, Deputy Director



Legislation Text

File #: Res 31955, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION reaffirming The City of Seattle’s support of unbanked money transfer operators and the immigrant communities they serve.

WHEREAS, the City Council passed Resolution 31578 to help support money transfer operators (MTOs); and

WHEREAS, though the Office of Immigrant and Refugee Affairs (OIRA), Office of Economic Development (OED), and Finance and Administrative Services (FAS) have made efforts to find a solution for unbanked MTOs, those efforts have not yet yielded a positive result; and

WHEREAS, a recent string of armed robberies on these unbanked MTOs (that store large amounts of cash in their premises) in Seattle and surrounding cities has turned this issue into a public safety concern; and

WHEREAS, East African immigrant communities in Seattle rely on these MTOs to send money to their loved ones abroad. For example, every year Somalia receives approximately \$1.3 billion in remittances and more than 730,000 people in Somalia are dependent on financial assistance for survival. Funding from remittances accounts for basic needs including food, water, shelter and education. One in every five children in Somalia dies before their fifth birthday, and only 30 percent of the population has access to clean drinking water; and

WHEREAS, over the past few years, these MTOs have found it increasingly difficult to operate without a bank account. Many have shut down, and the ones that remain transport millions of dollars in cash through SeaTac Airport each month; and

WHEREAS, these MTOs provide culturally specific services; deliver money to remote regions not served by the large operators, including refugee camps in East Africa; provide good paying jobs; contribute to

community activities; and are a valuable members of Seattle’s small business community; and

WHEREAS, Seattle has one of the biggest East African communities in the United States - nearly 30,000

Ethiopians, Eritreans, and Somalis are Seattle residents, and thousands more are estimated to live in King County; and

WHEREAS, the vast majority of Seattle’s East African residents are refugees and new residents need effective systems that will support them in staying connected to their loved ones back home; and

WHEREAS, East Africans are critical to Seattle’s economic vitality because they purchase goods and services and run small businesses, which in turn create jobs and generate revenue for the region; and

WHEREAS, it is in The City of Seattle’s interest to promote financial inclusion and public safety; and

WHEREAS, the Washington State Legislature and the State of Washington have jurisdiction over State licensed banks; and

WHEREAS, the Washington State Legislature and the State of Washington have the authority to pass laws and develop processes that promote financial inclusion and public safety; NOW, THEREFORE,

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

Section 1. The City of Seattle reaffirms its support of the East African community in their desire to support their loved ones in the Horn of Africa. The City of Seattle also reaffirms the right of money transfer operators to engage in lawful commerce in a safe manner. Furthermore, The City of Seattle strongly urges the Washington State Senate Financial Institutions, Economic Development & Trade Committee and the House Consumer Protection and Business Committee to study policy options for and explore legislation about bank de-risking and its impact on public safety and equal access.

Section 2. The City Council requests that Office of Intergovernmental Relations staff reach out to the State of Washington and the Washington Legislature to explore actions they can take to promote financial inclusion for Seattle residents and businesses.

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

President _____ of the City Council

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Venkataraman/4-5382	

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

1. BILL SUMMARY

Legislation Title: A RESOLUTION reaffirming The City of Seattle’s support of unbanked money transfer operators and the immigrant communities they serve.

Summary and background of the Legislation: The Council passed Resolution 31578 in 2015 to help support money transfer operators (MTOs), but efforts made by the Seattle Office of Immigrant and Refugee Affairs, Office of Economic Development, and Finance Departments to find a solution for unbanked MTOs have not yielded a positive result. This resolution reaffirms the City’s support of unbanked MTOs and asks the Office of Intergovernmental Relations to reach out to Washington State to explore how to promote financial inclusion.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes No

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

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

No

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

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

No

4. OTHER IMPLICATIONS

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

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

The resolution requests that staff from the Office of Intergovernmental Relations reach out to the State of Washington and the Washington Legislature to explore actions they can take to promote financial inclusion for Seattle residents and businesses.

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

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

If yes, please describe the measures taken to comply with RCW 64.06.080.

No

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

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No

e. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

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

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

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 answer should highlight measurable outputs and outcomes.

No

List attachments/exhibits below:



Legislation Text

File #: Res 31950, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

WHEREAS, state grant assistance is requested by the City of Seattle to aid in financing the cost of the following project(s) to be administered by the Department of Parks and Recreation:

- Maple Wood Playfield Renovation;
- North Rainier Landbanked Park Development;
- Magnuson Play Area Renovation;
- Terry Pettus Park Renovation; and
- W Queen Anne Play Field Athletic Field Renovation; and

WHEREAS, on August 18, 2017, the Seattle City Council passed Resolution 31763 adopting the City of Seattle 2017 Parks and Open Space Plan; and

WHEREAS, the Projects are included in The City of Seattle’s 2016-2021 Capital Improvement Program and the Seattle Park District Major Maintenance Plan; and

WHEREAS, state grant assistance is requested by Seattle Parks and Recreation to aid in financing the cost of the Project(s) referenced above; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR

CONCURRING, THAT:

Section 1. The City of Seattle (for the purposes of this resolution, “the City” and “we/us/our”) has

applied for or intends to apply to the State of Washington for funding assistance managed by the State Recreation and Conservation Office (Office) for the “Proposed CIP Projects” in the amount set forth in the “Grant Request” column below:

Proposed CIP Projects	RCO Category / Project #	Grant Request	Match	Total
Maple Wood Playfield Renovation	Land and Water Conservation Fund (LWCF) Legacy Program / 19-1732 LWCF - State Program / 20-1828 WA Wildlife and Rec. Program (WWRP) / 20-1667 Youth Athletic Facilities (YAF) / 20-1298	\$960,430 \$500,000 \$500,000 \$350,000	\$2,650,000	\$4,960,430
North Rainier Landbanked Park Development	LWCF - Legacy Program / 19-1746 LWCF - State Program / 20-1833 WWRP / 20-1297	\$960,430 \$500,000 \$500,000	\$1,960,538	\$3,920,968
Magnuson Park Play Area	WWRP / 20-1598	\$500,000	\$700,000	\$1,200,000
Terry Pettus Park Renovation	Aquatic Lands Enhancement Act (ALEA) / 20-1302 WWRP / 20-1759	\$500,000 \$500,000	\$1,250,000	\$2,250,000
W Queen Anne Play Field Athletic Field Renovation	YAF / 20-1303	\$350,000	\$661,600	\$1,011,600
	Total	\$6,120,860	\$7,222,138	\$13,342,998

Section 2. The Superintendent of Parks and Recreation (Superintendent), or the Superintendent's designee, is authorized to act as the authorized representative/agent for the City who has or will have by the time any project agreement is executed full authority to bind the City regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of the City, (3) sign any amendments thereto on behalf of the City, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact (s) to implement the day-to-day management of the grant(s).

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment 1. The City understands and acknowledges that, if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement, and that such terms and conditions of any signed project agreement shall be legally binding, to the extent allowed by law, on the City if the Superintendent or the authorized representative/agent enters into a project agreement on our behalf. The City's obligations under any indemnity provision authorized by this resolution are subject to any limitations imposed by state law. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee's self-insurance program and in the Judgment/Claims Fund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City understands that the Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above-authorized representative/agent before execution.

Section 4. The City acknowledges and warrants that the Superintendent will have full legal authority to enter on its behalf into a project agreement(s) that include indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement to the maximum extent allowed by law or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on the part of the City.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to executing the project agreement(s), the Office may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that prior to execution of the project agreement(s), the Superintendent shall inform the City Council of any revisions to the project agreement from that of the sample project agreement and obtain required authority to enter the agreement on behalf of the City. The City also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) may be deemed to be executed with the authorization of the City and apply to the maximum extent allowed by law.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. [Reserved from State template due to City legislative requirements.]

Section 10. If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also

determine an amount of retainage and hold that amount until the Project is complete.

Section 12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or by the Office in writing and per the project agreement or an amendment thereto. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

Section 13. The City passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to the Office.

Section 14. By adopting this resolution, the City warrants and certifies that it has full legal authority to commit the City to the warranties, certifications, promises, and obligations set forth in this resolution.

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

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Sample RCO Project Agreement



Project Number:
USFS Number:

Project Sponsor:
Project Title:

Project Number:
Approval Date:

A. PARTIES OF THE AGREEMENT

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

D. PERIOD OF PERFORMANCE

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
-------------------	----------------------	--------------------------

Project Sponsor

Total Project Cost

H. FEDERAL FUND INFORMATION

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name:

Title:

Address:

Email:

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project , shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

Project Number:

USFS Number:

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

By: _____

Date: _____

Name: (printed) _____

Title: _____

By: _____

Date: _____

Pre-approved as to form:

By: _____

Date: _____

Assistant Attorney General

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Standard Terms and Conditions of the Project Agreement

Project Sponsor:

Project Number:

Project Title:

Approval Date:

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Project Number:

USFS Number:

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

Project Number:

USFS Number:

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor .

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO .

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance .

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

Project Number:

USFS Number:

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

Project Number:

USFS Number:

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

 - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

Project Number:

USFS Number:

- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents and media are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete, and
 9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
 10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO
- E. Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (Sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;

4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

- 1. Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- 2. Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- 3. Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

B. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be set to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO

C. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

1. Grant program laws, rules, policies, and funding board policies;

2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section .

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

- A. Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. Requirements for Federal Subawards.** Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards.**
1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs.

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

1. The fund source;
2. The percentage of the total costs of the project that is financed with federal money;
3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:
- "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

 - 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance.**

 - 1. Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.

2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

B. Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" of the LWCF are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

Project Number:

USFS Number:

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

Project Number:

USFS Number:

“You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.”

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA’s Utilization of Small, Minority and Women’s Business Enterprises in procurements made under this award.
- J. Minority and Women’s Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement :

1. Include qualified minority and women's businesses on solicitation lists .
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Project Number:

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Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);

6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate .

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default . Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing , signed by the director, or the director's designee, and attached as an amendment to the original Agreement .

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement .

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement , or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement . Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes .

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Project Number:

USFS Number:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.
- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Parks and Recreation	Bob Warner/684-8003	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: A RESOLUTION relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

Summary and background of the Legislation: This proposed legislation authorizes the Seattle Department of Parks and Recreation (SPR) to submit grant applications to the State of Washington Recreation and Conservation Office (RCO) for state funding assistance for the projects and amounts listed in the table below. This resolution is required as part of the formal RCO grant application process.

Improvements funded by the RCO grant and City or other match sources are listed in the table below.

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source (confirmed or pending)	Total
Maple Wood Playfield Renovation: This renovation project will implement facility improvements for the playfield, play area, restroom, and accessibility improvements throughout the park. Improvements include new drainage and irrigation, regrading of the fields, new grass playing surface, new backstops, new dugouts, new bleachers, reconfigured play area and new play equipment, and adjustments to the fields to allow for a wider variety of sports to be played. Accessibility improvements will bring the accessible parking space up to current ADA standards. Pathways will be regraded to provide	Land and Water Conservation Fund (LWCF) Legacy Program / 19-1732	\$960,430	Municipal Park District (MPD) \$1,800,000 (confirmed)	\$4,960,430
	LWCF – State Program / 20-1828	\$500,000	WWRP \$500,000 (matches LWCF Legacy grant) (pending)	
	WA Wildlife and Rec. Program (WWRP) / 20-1667		YAF \$350,000 (matches LWCF Legacy grant) (pending)	
	Youth Athletic Facilities		= \$2,650,000	

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source (confirmed or pending)	Total
access to the comfort station, dugouts for both fields, and the play area.	(YAF) / 20-1298	\$350,000		
<p>North Rainier Landbanked Park Development:</p> <p>The North Rainier Land Bank (NRLB) site is a development project that will create a 1-acre park in the Rainier Valley of Southeast Seattle. The project will enhance this dense urban, under-represented, residential and commercial neighborhood by creating a community recreation and gathering space, providing multi-use and generational activities including picnicking, exercise and play, a Fitness Zone with exercise equipment for teens and adults and ADA access. The park will include a lawn, paths, planted areas, and trees. Green storm water infrastructure will be incorporated in the park.</p>	<p>LWCF - Legacy Program / 19-1746</p> <p>LWCF – State Program/ 20-1833</p> <p>WWRP / 20-1297</p>	<p>\$960,430</p> <p>\$500,000</p> <p>\$500,000</p>	<p>MPD Acquisitions \$810,000 (confirmed)</p> <p>MPD Landbanked Sites \$570,538 (confirmed)</p> <p>WWRP \$500,000 (matches LWCF Legacy grant) (pending)</p> <p>Private Foundation Grant \$80,000 (matches LWCF Legacy grant) (confirmed)</p> <p>= \$1,960,538</p>	<p>\$3,920,968</p>
<p>Magnuson Park</p> <p>This project will renovate the Magnuson Park Play Area (MPA). Originally constructed in 1999, this project will redesign and replace the play equipment and surfacing, seating, and pathways. The new play area will meet current safety and accessibility standards and provide a more inclusive and immersive play experience. The project will also update the adjacent parking stalls to provide ADA access.</p>	WWRP / 20-1598	\$500,000	MPD Major Maintenance \$700,000 (confirmed)	\$1,200,000
<p>Terry Pettus Park Renovation</p> <p>SPR is acquiring adjacent waterfront property to expand the Terry Pettus</p>	Aquatic Lands Enhancement Act (ALEA) /	\$500,000	MPD MM \$750,000 (confirmed)	\$2,250,000

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source (confirmed or pending)	Total
shoreline park. With the acquisition of approx. 4,000 sf. the expanded park will total approx. 125 feet of shoreline along Seattle's Lake Union. This project will provide a variety of outdoor aquatic recreation experiences, connect to urban trails and bikeways, and provide ADA access for launching of hand-carried watercraft, fishing, floats and water access. The project will also include native habitat restoration and shoreline improvements. The site is currently in disrepair with a deteriorating dock, corroded seating and retaining walls, and in need of lines-of-sight safety improvements. Grant funds will also support pathway improvements connecting the Cheshiahud Lake Union Loop Trail and ADA accessibility to the shoreline and dock.	20-1302 WWRP / 20-1759	\$500,000	WWRP \$500,000 (matches ALEA grant) (pending) =\$1,250,000	
W Queen Anne Play Field Athletic Field Renovation This project will provide safety and accessibility improvements to West Queen Anne Playfield (WQAPF). This project will replace the existing field lights and provide expanded access to the bleachers and dugouts.	YAF / 20-1303	\$350,000	MPD MM \$661,600 (confirmed)	\$1,011,600
	Total	\$6,120,860	\$7,222,138	\$13,342,998

SPR applies for RCO grants each year and has garnered a strong success rate in securing additional funding for planned capital projects. In 2020, SPR will complete 11 RCO applications for a total of \$6,120,860 in the following RCO grant categories:

RCO Grant Category	Amount
Aquatic Lands Enhancement Act (ALEA)	\$500,000
Land and Water Conservation Fund (LWCF)	\$1,000,000

Land and Water Conservation Fund (LWCF) Legacy	\$1,920,860
Washington Wildlife and Recreation Program (WWRP)	\$2,000,000
Youth Athletic Facilities (YAF)	\$700,000
Total:	\$6,120,860

The RCO grants require a local match and will fund only projects that are included in an adopted plan. The recommended projects meet both criteria, as they are either included in the 2017 Parks and Open Space Plan, the 2016-2021 Capital Improvement Program and/or the Seattle Park District Major Maintenance Plan. SPR’s required matching funds for the projects are appropriated in SPR’s 2016-2021 Capital Improvement Program.

RCO will announce the grant award recommendations in January 2021, but the actual grant awards will not be contracted until July – fall 2021. RCO funding will support currently unfunded project elements.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

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

Approval of the proposed resolution will allow SPR to apply for \$6,120,860 in grant funding from RCO.

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

SPR would not be eligible to apply for RCO grant funding in the 2020 cycle and would forego up to \$6,120,860 in potential project funding. The scope of these projects would have to be reduced or another fund source would need to be identified to accommodate the loss of the anticipated grant funding.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2020 Revenue	2021 Estimated Revenue
Parks and Recreation/10200	SPR	Land and Water Conservation Fund (LWCF) Legacy Program	\$0	\$1,920,860
Parks and Recreation/10200	SPR	LWCF – State Program	\$0	\$1,000,000
Parks and Recreation/10200	SPR	WA Wildlife and Rec. Program (WWRP)	\$0	\$2,000,000
Parks and Recreation/10200	SPR	Youth Athletic Facilities (YAF)	\$0	\$700,000
Parks and Recreation/10200	SPR	Aquatic Lands Enhancement Act (ALEA)	\$0	\$500,000
TOTAL			\$0	\$6,120,860

Is this change one-time or ongoing?

Yes

4. OTHER IMPLICATIONS

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

Yes, the Terry Pettus project affects SPR and Seattle Department of Transportation (SDOT). The original park was constructed on a SDOT Street End. SPR anticipates executing a pending agreement prior to the RCO grant contract being finalized and it relates to Control and Tenure of Terry Pettus Park.

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 *TheDaily Journal of Commerce* and/or *TheSeattle Times* required for this legislation?

No.

e. Does this legislation affect a piece of property?

Yes. Maps are attached.

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

Two of these projects (Maple Wood Playfield and North Rainier Landbanked Park Development) are in ethnically diverse and underserved communities. The Magnuson Park Play Area project will serve the Mercy Housing and Solid Ground residents who live in the park. All the projects serve communities beyond their immediate vicinity and completion of these projects will ensure that the parks are open and accessible to all.

Both Maple Wood and North Rainier projects support the City's Race and Social Justice (RSJI) and Language Access Plan goals.

In 2019-20, the Maple Wood Playfield project engaged in a thorough public outreach process, including translation of outreach materials into four languages: Chinese, Somali, Spanish, and Vietnamese to solicit feedback from the most commonly spoken languages in the community. Between 2017-2019, the North Rainier Landbanked project engaged in a vigorous public outreach process, with outreach materials were translated into 8 languages: Amharic, Khmer, Oromo, Somali, Spanish, Tagalog, Tigrigna, and Vietnamese: in order to provide a feedback stream to the diverse ESL community members living in the surrounding neighborhoods.

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

N/A

List attachments/exhibits below:

Summary Attachment A – Project Maps

Maple Wood Playfield Renovation 4801 Corson Avenue South, Seattle 98108



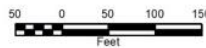
A20 T24N R4E

20-1828 Maple Wood Playfield Renovation Boundary Map

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Legend

-  Project Boundary
-  Park Boundary



1 inch = 142 feet



No warranties of any sort, including accuracy, fitness or merchantability, accompany this product.

Orthophoto source:
EagleView/Pictometry,
Spring - Summer 2017
Map date: February 20, 2020

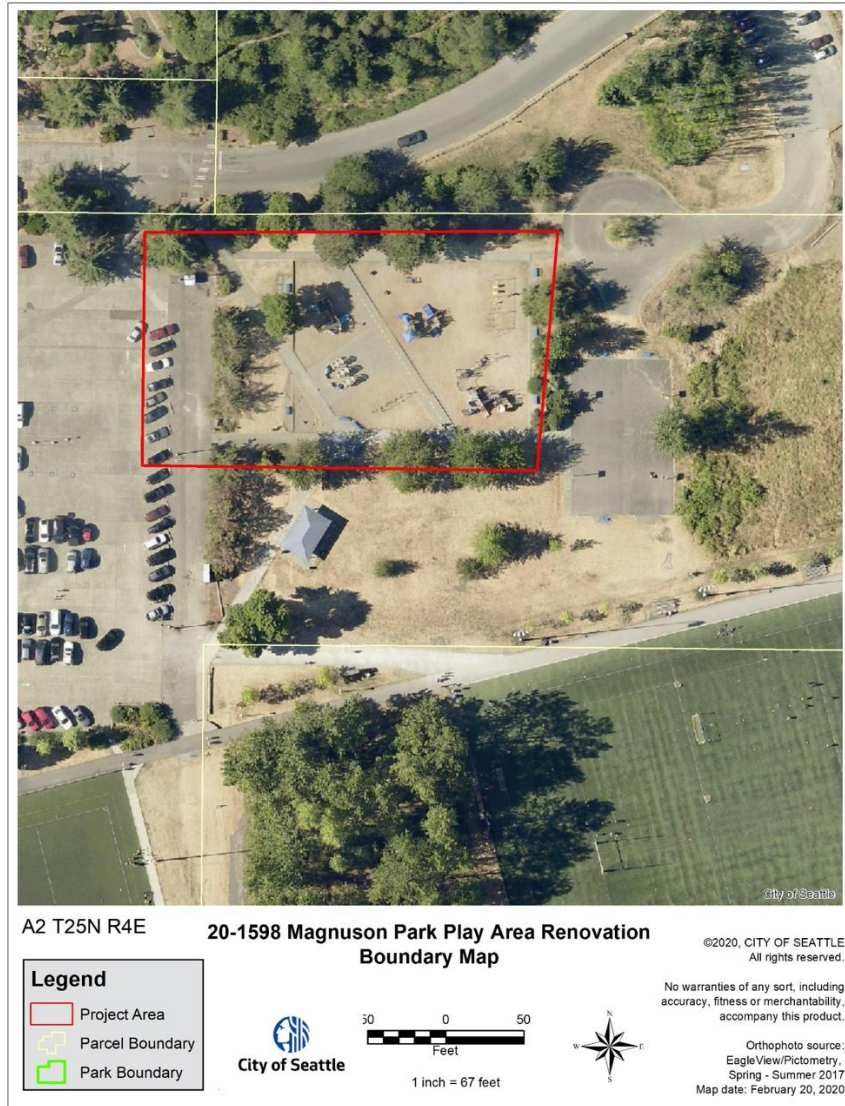
This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

North Rainier Landbanked Park Development 35th Ave S & S Charlestown St and 3655 35th Ave S



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

Magnuson Park Play Area 7400 Sand Point Way NE, Seattle 98115



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

Terry Pettus Park Renovation 2001 Fairview Avenue E, Seattle 98102



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

W Queen Anne Play Field Athletic Field Renovation 150 W Blaine Street, Seattle 98119



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



Legislation Text


File #: Appt 01585, **Version:** 1

Appointment of Tyrone Grandison as member, Community Technology Advisory Board, for a term to December 31, 2021.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Tyrone Grandison		
Board/Commission Name: Community Technology Advisory Board		Position Title: Member at Large
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 1/1/2020 to 12/31/2021 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: West Lake, East Queen Anne	Zip Code: 98109	Contact Phone No.: [REDACTED]
Background: Tyrone is a Technologist and Founder of the Data Driven Institute, a non-profit technology policy organization. Tyrone has been heavily involved with the Community Technology Advisory Board as a member.		
Authorizing Signature (original signature): 	Appointing Signatory: Alex Pedersen Councilmember-District 4	
Date Signed (appointed):		

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

DR. TYRONE GRANDISON

Seattle, Washington

An experienced and award-winning Technology and Data Leader with a proven record of building high-trust, high-performing teams and delivering high-impact products and services. Worked for and with Fortune 50 companies, the federal government, startups, non-profits, and consulting firms.

EXPERIENCE

03/31/2018 – PRESENT

FOUNDER, THE DATA-DRIVEN INSTITUTE

The Data-Driven Institute is a non-profit that helps legislators craft and implement effective data-driven and technology-driven policies and programs that are based on community feedback and knowledge.

- Created the organization's strategy.
- Provide clients with strategy creation, optimization & execution, digital transformation, and data governance services and products.
- Develop and acquire technology to support internal operations and client engagements.
- In-house support of multiple clients, on a contract basis, in the execution of their mission, e.g. Democracy Works (serving as 'Executive Leadership Advisor'), US Census Bureau (served as 'Civic Tech Program Manager'), Pearl LTC (serving as 'Chief Technology Officer'), U.Group (served as 'VP, Data'), Hunt Institute for Global Competitiveness, and GoodWeave.

10/10/2016 – 03/30/2018

CHIEF INFORMATION OFFICER, INSTITUTE FOR HEALTH METRICS AND EVALUATION

The Institute is a global research institution in the University of Washington that produces data and visualizations on the risk factors, injuries, and diseases that shorten people's lives and health for people in every country in the world.

- led the Technology team.
- Created the vision, strategy, policies and execution plans.
- Created and implemented the governance, compliance, collaboration, accountability, and investment strategy.
- Grew the team from 30 to 62 people.
- Managed a budget of \$8.5 million; \$5 million capital and \$3.5 million operational.
- Reduced technology development cycle by 66%.
- Increased team effectiveness by a factor of 60.
- Used Agile and LEAN methodologies to deliver IHME's Global Burden of Disease data and visualization tools on an annual cycle (for the first time ever), IHME's first iOS and Android apps, and IHME's first Application Programming Interface (API).

07/06/2015 – 8/30/2016

DEPUTY CHIEF DATA OFFICER, US DEPARTMENT OF COMMERCE

- Led the Open Data pillar of Secretary Pritzker's Open for Business Strategic Plan.
- Co-founded and led the Commerce Data Service – a digital services team that enabled the successful execution of the data initiatives of the 12 bureaus of the Department of Commerce.
- Crafted the startup's vision, strategy and policies.
- Grew team to 33 data engineers and data scientists in under 2 months.
- Managed a \$1.855 million operational budget and grew it to \$3.5 million.
- Delivered fifteen (15) successful data products and services for the Department and its bureaus.
- Led the large-scale upgrade of the technology systems to be user-centric citizen services.
- Led organizational change and digital transformation efforts. More information at <http://bit.ly/DOC-yr>.

09/15/2014 – 07/03/2015

PRESIDENTIAL INNOVATION FELLOW, US WHITE HOUSE

- Worked with the Department of Energy, the Department of Labor and the Veterans Administration to launch the Solar Ready Vets program.
- Created 13 data systems, products and services for the Bureau of Labor Statistics, Wage Hour Division, Occupational Safety and Health Administration and the Mining Safety and Health Administration divisions of the Department of Labor; collaborating with Bayes Impact, District Data Labs, and the University of Maryland.
- Used Agile development and LEAN techniques to develop and deploy the first ever IOS and Android mobile applications for the Child Labor division of the Bureau of International Labor Affairs in the US Department of Labor.
- Helped the US Department of Labor assess, strategize and improve upon their technology, tools, and services for workforce development, skills training and apprenticeship.
- Co-led the US Census Bureau's CitySDK initiative. Led developer relations and community engagement, specifically with public administration and civic hacktivists.
- Worked with grassroots organization at the city and county level in execution of the community engagement strategy.
- Coordinated user feedback to improve US Census Bureau's efficiency.

11/19/2012 – 09/12/2014

CHIEF TECHNOLOGY OFFICER & CO-FOUNDER, EQUALITYTV

EqualityTV was an online entertainment platform to engender and promote empathy and compassion in the user base.

- Created the technology vision and strategy.
- Architected and implemented the back-end infrastructure.
- Employed user-centered design and agile development methodology to produce the company's Minimally Viable Product (MVP) in less than 2 months.

MANAGING PARTNER, METIS INC

METIS is an organizational change management consultancy for small and medium sized businesses.

- Led the Technology Transformation practice.
- Increased the client roster by 70 percent.

- Utilized appreciative inquiry and implemented a living change management model to guide multiple clients through successful business systems evolution.
- Collaborated with public and private sector clients on strategic planning, organizational and technology assessment, project design, product development, leadership development, creation of new market offers, and innovation readiness.

CHIEF EXECUTIVE OFFICER, PROFICIENCY LABS INTL

Proficiency Labs Intl. is a security and privacy consulting firm.

- I created and executed the company’s vision, strategy, business development, and technology roadmap.
- Led the team’s governance, process improvement, and business model generation efforts – doubling the client base and growing the company’s revenue to \$1.1 million.

09/08/2003 – 12/28/2012

GLOBAL PROGRAM MANAGER, MANAGER, SENIOR SOFTWARE ENGINEER, IBM RESEARCH

- Managed teams ranging in size from 5 members to 40 members; with operating budgets ranging from \$1.2 million to \$13 million.
- Enabled revenue of over \$100 million.
- Developed over 10 data privacy and security solutions; taking through the productization cycle. Created and implemented the HIPAA-HITECH compliance and governance framework for IBM Research.

EDUCATION

07 2009

ADVANCED EXECUTIVE MBA, IBM ACADEMY OF EDUCATION

06 2003

PH.D., IMPERIAL COLLEGE LONDON

Computer Science - Specializing in Security and Trust Management for Internet Applications.

SKILLS

- Leadership
- Technology Delivery
- More at <https://www.tyronegrandison.org/skills--certifications.html>
- Strategy
- Process Optimization
- Management
- Building Teams

ACTIVITIES

- Seattle Human Rights Commissioner
- Board Member
- More at <https://www.tyronegrandison.org/professional-activity.html>

AWARDS

- Top 100 under 50 Executive Leader, Diversity MBA, 2019
- Zhi-Xing China Eisenhower Fellow, Eisenhower Fellowships Program, 2019.

- More at <https://www.tyronegrandison.org/recognition.html>

PATENTS

Created 47 filed and published patents. See <https://www.tyronegrandison.org/patents.html>

PUBLICATIONS

Wrote over 220 academic papers and blogs. See <https://www.tyronegrandison.org/publications.html>

PRESENTATIONS

Delivered an average of seven (7) talks annually. More at <https://www.tyronegrandison.org/talks.html>

PORTFOLIO

Please read <https://www.tyronegrandison.org/portfolio.html>

Community Technology Advisory Board

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, 2-year terms:

- 4 City Council- appointed
- 6 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	7	1.	Member at Large	Steven Maheshwary	1/1/19	12/31/20	2	City Council
	F	3	2.	Member at Large	Camille Malonzo	1/1/20	12/31/21	1	Mayor
6	M	7	3.	Member at Large	John C. Krull	1/1/20	12/31/21	1	Mayor
2	M	3	4.	Member at Large	Rene J. Peters Jr.	1/1/19	12/31/20	1	City Council
	M	7	5.	Education Member	Lassana Magassa	1/1/19	12/31/20	1	Mayor
	F		6.	Get Engaged Member	Kathryn Crimmins	9/1/19	8/31/20	1	Mayor
2	M	7	7.	Member at Large	Tyrone Grandison	1/1/20	12/31/21	1	City Council
			8.	Member at Large		1/1/20	12/31/21		Mayor
6	M	6	9.	Member at Large	Torgie Madison	1/1/19	12/31/20	2	City Council
	M	3	10.	Public Access Member	Brandon Lindsey	1/1/19	12/31/20	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

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.*

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

Amendment 1
to
Community Technology Advisory Board Appointment
Sponsor: CM Pedersen
Revised Notice of Appointment


Substitute the Notice of Appointment appointing Tyrone Grandison to the Community Technology Advisory Board with the attached Notice of Appointment.

Effect:

This amendment substitutes the attached Notice of Appointment of Tyrone Grandison to the Community Technology Advisory Board corrected 7/6/2020 to clarify that he is a new member of the Board.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Tyrone Grandison</i>		
Board/Commission Name: <i>Community Technology Advisory Board</i>		Position Title: <i>Member at Large</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 1/1/2020 to 12/31/2021 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>West Lake, East Queen Anne</i>	Zip Code: <i>98109</i>	Contact Phone No.: <i>541-708-1191</i>
Background: <i>Tyrone is a Technologist and Founder of the Data Driven Institute, a non-profit technology policy organization. Tyrone has been heavily involved with the Community Technology Advisory Board as a participant.</i>		
Authorizing Signature (original signature):  Date Signed (appointed):	Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember-District 4</i>	