



SEATTLE CITY COUNCIL

Legislative Summary

CB 119302

Record No.: CB 119302

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125630

In Control: City Clerk

File Created: 07/03/2018

Final Action: 07/27/2018

Title: AN ORDINANCE relating to the Central Waterfront Project; authorizing a “Memorandum of Understanding Concerning Development of New Seattle Aquarium Facilities” between The City of Seattle and the Seattle Aquarium Society, increasing the maximum amount of funding authorized for design, and requiring a comprehensive financial plan prior to execution of a Project Development Agreement.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - MOU Concerning New Seattle Aquarium Facilities, Att 1 Ex A - Ocean Pavilion Site Plan, Att 1 Ex B - Waterfront Related Elements, Att 1 Ex C - Waterfront Program Diagram, Att 1 Ex D - Schematic Design Elements, Att 1 Ex E - Ocean Pavilion Funding Plan

Drafter: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	07/10/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	07/10/2018	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
Notes:							
1	Council President's Office	07/10/2018	sent for review	Civic Development, Public Assets, and Native Communities Committee			

Action Text: The Council Bill (CB) was sent for review. to the Civic Development, Public Assets, and Native Communities Committee

Notes:

1 City Council 07/16/2018 referred Civic Development, Public Assets, and Native Communities Committee

Action Text: The Council Bill (CB) was referred. to the Civic Development, Public Assets, and Native Communities Committee

Notes:

1 Civic Development, Public Assets, and Native Communities Committee 07/18/2018 pass Pass

Action Text: The Committee recommends that City Council pass the Council Bill (CB).

Notes:

In Favor: 3 Chair Juarez, Vice Chair Bagshaw, Member González
Opposed: 0

1 City Council 07/23/2018 passed Pass

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

Notes:

In Favor: 7 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember Sawant
Opposed: 0

1 City Clerk 07/26/2018 submitted for Mayor's signature Mayor

1 Mayor 07/27/2018 Signed

1 Mayor 07/27/2018 returned City Clerk

1 City Clerk 07/27/2018 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125630

COUNCIL BILL 119302

AN ORDINANCE relating to the Central Waterfront Project; authorizing a “Memorandum of Understanding Concerning Development of New Seattle Aquarium Facilities” between The City of Seattle and the Seattle Aquarium Society, increasing the maximum amount of funding authorized for design, and requiring a comprehensive financial plan prior to execution of a Project Development Agreement.

WHEREAS, The City of Seattle (“City”) owns the Seattle Aquarium facility (“Aquarium”), located on Piers 59 and 60 along the Seattle Central Waterfront and widely recognized for its national and regional standing for scientific research, marine conservation education, civic engagement, and tourism. The Seattle Aquarium Society (SEAS) has managed aspects of the Aquarium operations since the 1980s under a series of agreements with the City’s Parks and Recreation Department (DPR) and assumed full management responsibility in 2010; and

WHEREAS, in 2003, in conjunction with plans for the removal of the Alaskan Way Viaduct (“Viaduct”) and replacement of the aging Elliott Bay seawall, the City began developing a community vision for the Central Waterfront that includes reconnecting downtown Seattle to the Central Waterfront; and

WHEREAS, SEAS has a demonstrated history of successful project management and fundraising for major capital improvement projects, raising \$20 million from non-City sources and partnering with the City, which appropriated \$22.5 million, to seismically retrofit portions of the Pier 59 structure and rebuild the eastern third of the historic pier shed. SEAS and the City then each contributed \$3.5 million respectively and jointly

1 worked to address other aspects of the aging infrastructure, including replacing the harbor
2 seal exhibit and timber-piled “finger pier” connecting Piers 59 and 60; and

3 WHEREAS, in 2008, the City Council adopted Resolution 31080, which contains several
4 principles related to future Aquarium development (“Guiding Principles”). Principle V
5 states that all future phases of Aquarium development should be consistent with the
6 Central Waterfront Master Plan in effect at the time of the proposed development, and
7 Principle VII states that if City resources are required for future Aquarium development,
8 Aquarium development financial plans should clearly state the proposed fiscal
9 responsibilities of SEAS and the City; and

10 WHEREAS, in 2009, the City Council passed Ordinance 123205, with the Mayor concurring,
11 authorizing DPR to enter into a long-term agreement with SEAS to operate and maintain
12 the Aquarium (“O&M Agreement”). The O&M Agreement requires SEAS to prepare a
13 master plan to guide investments in the physical development of the Aquarium and that
14 the SEAS master plan be approved by the City Council, by resolution. Under the O&M
15 Agreement, new exhibits that SEAS develops will be owned by the City, with SEAS
16 owning all animals and maintaining and operating the facility, including animal care, and
17 programming of the Aquarium. Section 16.1 of the O&M Agreement reiterates Principle
18 V, requiring that SEAS coordinate its planning and development of a future Master Plan
19 with the Committee on Central Waterfront Partnerships, and the Waterfront Planning
20 parameters (“Central Waterfront Plan”) developed by the City Council. Further, the
21 O&M Agreement requires that the Master Plan be consistent with the City’s adopted
22 Alaskan Way and Seawall Replacement Program, especially as concerns the seawall

1 replacement component of the program and the redesign of adjacent public spaces at
2 Waterfront Park and Piers 62/63; and

3 WHEREAS, the Central Waterfront Concept Design and Framework Plan (“Concept Design”),
4 dated July 2012, was developed by City staff and a multi-disciplinary team of consultants
5 under the oversight of the Central Waterfront Committee, building on broad public
6 engagement. SEAS participated in the development of the Concept Design as it began
7 planning to renovate and expand portions of the Aquarium; and

8 WHEREAS, responding to the Guiding Principles, the Concept Design calls for a significant
9 new public pedestrian connection, the “Overlook Walk,” between Pike Place Market and
10 the Central Waterfront in the vicinity of the Aquarium. It also calls for an “Aquarium
11 Plaza” between the Aquarium and relocated Alaskan Way, and redevelopment of Piers 62
12 and 63 (“Piers 62/63”) and Waterfront Park located to the immediate north and south of
13 the Aquarium; and

14 WHEREAS, in August 2012, the Seattle City Council adopted Resolution 31399, endorsing the
15 Concept Design and the Central Waterfront Committee’s Strategic Plan (“Strategic
16 Plan”), and encouraging agreements with the Pike Place Market and Aquarium for co-
17 developments that will integrate the Concept Design with related major projects proposed
18 by both; and

19 WHEREAS, Resolution 31399 also states that the City’s continuing financial participation in the
20 development of the Aquarium will depend upon the City’s success in securing funding as
21 a component of the Central Waterfront Project funding outlined in the Strategic Plan.
22 Resolution 31399 also affirms the importance of continuing work on the Central

1 Waterfront Project, as well as Aquarium facilities, as the funding plans for the projects
2 are achieved; and

3 WHEREAS, in February 2013, the Seattle City Council adopted Ordinance 124121, to authorize
4 execution of a Memorandum of Understanding Concerning Renovation and Expansion of
5 the Seattle Aquarium and Development of the Central Waterfront Project between the
6 City and SEAS (“2013 MOU”). The 2013 MOU referred to a conceptual design for
7 renovation and expansion of Aquarium facilities consisting of four elements: Pier 59 west
8 end renovation, Pier 60 renovation and a new shed roof, a new structure on the Aquarium
9 Plaza and partially under the Overlook Walk, and a new south wing over water
10 (“Aquarium Expansion Project”). The 2013 MOU satisfied the requirements of
11 Resolution 31399 with regard to an agreement between the City and SEAS and served as
12 a basis for both the City and SEAS to proceed with consideration of a potential design for
13 the Aquarium Expansion Project; and

14 WHEREAS, the 2013 MOU committed the City to compensate SEAS for 50 percent of its
15 expenditures for design, engineering, and related services for the Aquarium Expansion
16 Project incurred beginning January 2, 2013, to a maximum payment of \$1,000,000,
17 provided that no more than \$500,000 would be payable in either 2013 or 2014. The 2013
18 MOU also described a process whereby a future “Project Development Agreement”
19 would be negotiated prior to attaining 30 percent design of the Aquarium Expansion
20 Project, with such Agreement to include a project design and phasing plan,
21 comprehensive funding plan, project schedule, City requirements for SEAS’s
22 construction of the Aquarium Expansion Project, and other requirements regarding
23 responsibility for cost overruns and decision-making regarding design changes; and

1 WHEREAS, by letter dated July 14, 2014, from Goran Sparrman, Interim Director of the Seattle
2 Department of Transportation, to Robert Davidson of SEAS, the City clarified the mutual
3 understanding of the 2013 MOU that the funding for design and planning costs for
4 Aquarium renovation and expansion is available beyond 2013 and 2014. Both parties
5 recognized that additional planning and design time was necessary to coordinate the
6 Aquarium Expansion Project with the Central Waterfront Project; and

7 WHEREAS, in 2014 and 2015, with public engagement, SEAS prepared the master plan, dated
8 July 2015, required by Ordinance 123205 (“Master Plan”). The Master Plan defined three
9 proposed capital projects for further assessment: Pier 59 west end renovation, Pier 60
10 replacement and expansion, and a new on-land “Ocean Pavilion.” The new Ocean
11 Pavilion building would take the place of the previously considered expansion over water
12 south of Pier 59. The parties agreed that the design of the expanded Pier 60 should
13 increase overwater coverage by no more than 7,000 square feet; and

14 WHEREAS, in 2015, the City Council enacted Resolution 31603, approving the Master Plan for
15 the purpose of allowing the advancement of the design of a potential on-land Aquarium
16 expansion building, so that sufficient information would be available for conducting
17 further review and analysis, including environmental review, of that proposal; and

18 WHEREAS, in 2015, the City Council passed Ordinance 124908, authorizing an amendment to
19 the 2013 MOU to increase the City’s maximum compensation to SEAS from \$1,000,000
20 to \$1,800,000 for the Aquarium Expansion Project engineering, design, and consultant
21 services; and

22 WHEREAS, in 2017, the City Council passed Ordinance 125422, authorizing a second
23 amendment to the 2013 MOU that reaffirmed the City’s commitment to the Ocean

1 Pavilion concept, outlined the design process to reach 30 percent schematic design,
2 required SEAS to fund 30 percent schematic design, and committed the City and SEAS
3 to develop a funding plan and new memorandum of understanding to be brought to the
4 City Council for consideration; and

5 WHEREAS, in recognition of the need to undertake further design work and environmental
6 review for the proposed Ocean Pavilion component of the Master Plan, and given that
7 coordination of the proposed Ocean Pavilion with the Central Waterfront Project could
8 achieve efficiencies and cost savings to both the City and SEAS that are in their
9 respective and mutual best interests and could accomplish numerous public purposes, the
10 City and SEAS agree that a new memorandum of understanding (“2018 MOU”) is
11 appropriate to replace and supersede the 2013 MOU from and after the date of the 2018
12 MOU. This 2018 MOU recognizes the mutual interests of the City and SEAS to advance
13 the planning and design of the proposed Ocean Pavilion component of the Aquarium
14 Master Plan; NOW, THEREFORE,

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

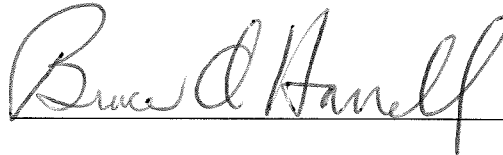
16 Section 1. The 2018 Memorandum of Understanding Concerning Development of New
17 Seattle Aquarium Facilities (“2018 MOU”), attached to this ordinance as Attachment 1, is
18 approved. The Director of the Office of the Waterfront and Civic Projects and the Superintendent
19 of the Department of Parks and Recreation, or such officials’ designees, are hereby authorized to
20 execute the 2018 MOU with the Seattle Aquarium Society (SEAS) and implement its terms. The
21 maximum amount of City funding for design and development of the proposed Ocean Pavilion
22 project is increased from \$1.8 million to \$4.7 million to reimburse up to 50 percent of eligible

1 direct project-related costs, which costs shall not include SEAS's general or central overhead or
2 staffing or other elements of the Master Plan.

3 Section 2. Any project development agreement (PDA) for a proposed Ocean Pavilion
4 shall be executed only after completion of 60 percent design development, including cost
5 estimates. Prior to execution of a PDA, SEAS shall provide the Director of the City Budget
6 Office with a cost estimate and comprehensive funding plan identifying, with reasonable
7 specificity, the principal sources of funding sufficient to complete development and construction
8 of the proposed project. A report on the feasibility of the comprehensive funding plan shall be
9 provided to the City Council along with the ordinance to authorize execution of the PDA.

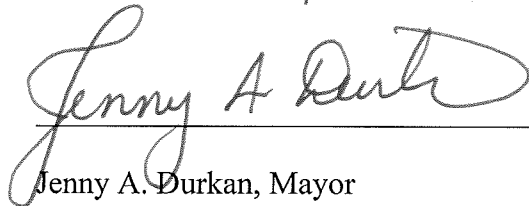
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 23rd day of July, 2018,
5 and signed by me in open session in authentication of its passage this 23rd day of
6 July, 2018.

7 

8 President _____ of the City Council

9 Approved by me this 27th day of July, 2018.

10 
11 Jenny A. Durkan, Mayor

12 Filed by me this 27th day of JULY, 2018.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 – Memorandum of Understanding Concerning Development of New Seattle
- 3 Aquarium Facilities
- 4 Exhibit A – Ocean Pavilion Site Plan
- 5 Exhibit B – Waterfront Related Elements
- 6 Exhibit C – Waterfront Program Diagram
- 7 Exhibit D – Schematic Design Elements
- 8 Exhibit E – Ocean Pavilion Funding Plan

MEMORANDUM OF UNDERSTANDING

**CONCERNING DEVELOPMENT OF NEW
SEATTLE AQUARIUM FACILITIES**

Dated: _____, 2018

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**MEMORANDUM OF UNDERSTANDING
CONCERNING DEVELOPMENT OF NEW
SEATTLE AQUARIUM FACILITIES**

This Memorandum of Understanding Concerning Development of New Seattle Aquarium Facilities (“**2018 MOU**”) is dated as of _____, 2018 (the “**Effective Date**”), and is by and between the City of Seattle (“**City**”), a first class city organized under the laws of the State of Washington, and the Seattle Aquarium Society (“**SEAS**”), a Washington non-profit corporation (collectively, the “**Parties**”). This 2018 MOU addresses (1) the preliminary scope of the SEAS Ocean Pavilion Project, the City’s Overlook Walk Project, and related civic improvements, (2) the Parties’ shared goals, (3) the allocation of design responsibilities between the Parties, (4) the allocation of responsibilities for design management, review and approvals between the Parties. (5) the current funding plan for the Ocean Pavilion Project, and (6) preparation of a project development agreement, in regard to development of the SEAS Ocean Pavilion Project (the “**Project**”).

SECTION 1. SCOPE.

Under this 2018 MOU, SEAS will undertake engineering, design, and planning to develop alternatives and conduct environmental review for a proposed Ocean Pavilion project (the “**Ocean Pavilion**” or “**Ocean Pavilion Project**”). The Ocean Pavilion will be a part of the Seattle Aquarium and will provide new exhibitry and educational programming addressing the marine ecosystems of the Puget Sound and the Pacific Ocean, providing the public with insights and information on critical issues such as ocean health and impacts of climate change on marine ecosystems. The proposed location and footprint, subject to environmental review, of the Ocean Pavilion Project is depicted on EXHIBIT A attached hereto. It is currently intended to be integrated with the Overlook Walk element of the Central Waterfront design (the “**Overlook Walk**” or “**Overlook Walk Project**”). The Ocean Pavilion will include a series of public benefit components compatible with the Central Waterfront Concept Design and Framework Plan (Resolution 31399) as represented on EXHIBIT B and referred to in this MOU as the “**Waterfront Related Elements.**”

SECTION 2. SHARED GOALS.

The Parties share the following goals for the Ocean Pavilion: the project (i) shall complement the City's Waterfront Plan (Exhibit C), (ii) shall be integrated into the general public's overall experience of the City's waterfront and the Aquarium, (iii) shall enhance the experience of parks and public spaces on the Seattle waterfront, (v) shall be consistent with and complement the adjacent elements of the Central Waterfront Concept Design (contained in Seattle City Clerk File Number 312468), including but not limited to the function of the Overlook Walk, Promenade and the new Elliott Way Connection, and (vi) shall be compatible with the existing Aquarium facilities. The following understandings are intended to reflect the City's and SEAS's priorities with respect to the development of the Ocean Pavilion Project.

- (a) The City and SEAS recognize that the successful realization of the Ocean Pavilion Project will increase the vibrancy of public spaces being developed by the City. Accordingly, SEAS and the City will work closely to align design efforts to support seamless pedestrian access from the MarketFront Project through the Overlook Walk to the roof of the Ocean Pavilion and down to the Central Waterfront and Pier 62/63.
- (b) To the maximum extent possible, the planning and design of the Ocean Pavilion Project shall be undertaken on a schedule that maximizes opportunities for meaningful coordination with the Overlook Walk Project in order to help ensure successful integration of the Parties' respective projects.
- (c) Planning for the Ocean Pavilion Project shall be continuously evaluated by the Parties for cost-effectiveness, taking into consideration both initial development costs, ongoing costs for operation and maintenance, compatibility with the existing Aquarium facilities and potential cost savings that can be realized through managing to the defined project scope and cost, as well as opportunities to streamline schedule and construction sequencing between the Ocean Pavilion Project and the Overlook Walk Project.

(d) The City and SEAS recognize that a significant pedestrian connection from the waterfront to Pike Place Market and the Pike/Pine corridor is a fundamental objective of the Waterfront Concept Design, and as such it is imperative that the City's Overlook Walk and pedestrian connection can be constructed and opened for public use independent of the Ocean Pavilion, so that the overall connection from the Central Waterfront to Pike Place Market can be achieved regardless of the ultimate timing of the construction of the Ocean Pavilion. The City and SEAS have a shared goal of well-integrated projects and will continue to pursue creative strategies to advance their respective projects concurrently.

(e) The design processes for the Ocean Pavilion Project and the Overlook Walk Project shall advance in a collaborative and integrated fashion. Those processes are expected to yield a design for the Ocean Pavilion Project that is consistent with the mission of SEAS and supports the goals of the City for the Central Waterfront Project and is acceptable to the Parties for incorporation into a future project development agreement (the "**Project Development Agreement**") which will address in detail the terms and conditions for funding, final design and construction of the Ocean Pavilion.

(f) Both parties recognize that the construction and opening of the new Alaskan Way roadway (the "**Main Corridor Project**") is a critical path schedule item for achieving the goals of the Central Waterfront Project and the City and State of Washington transportation systems. Neither Party shall permit their respective projects to materially delay the critical path schedule for the Alaskan Way roadway completion, currently planned for mid-2021. Recognizing that constraint, both parties share the objective of having each of their respective projects opened at the earliest reasonable opportunity.

(g) Approval of this 2018 MOU by the Seattle City Council does not constitute approval of funding for construction or of future permits for use of the public right-of-way or construction. Future actions to approve funding or permits for the Ocean Pavilion Project will only be made following completion of environmental review of the project, required permit reviews and

review of a reasonable plan to fund the project via a range of public and private sources by the Director of the City Budget Office.

SECTION 3. ALLOCATION OF DESIGN RESPONSIBILITIES.

(a) SEAS Responsibilities. The Ocean Pavilion and Waterfront Related Elements, designated on Exhibits A and B, represent an appropriate and mutually acceptable baseline for ongoing design refinement by SEAS's design team. The Waterfront Related Elements to be included in the design of the Ocean Pavilion Project by SEAS shall include: (1) a public stair and elevator on the south face of the Ocean Pavilion, unless an alternate location for the stair and elevator are mutually agreed otherwise; (2) an accessible rooftop open space at the Overlook Walk deck level, with an accessible landscape consistent in design, character and quality with the Overlook Walk; and (3) the lower stair along the west side of the Ocean Pavilion. SEAS will also advance design of shared foundation and shoring systems to allow for potential early construction of these components prior to the completion of the **Main Corridor Project**.

(b) City Responsibilities. The City shall be responsible for design of the Overlook Walk Project to include the bridge over the roadway, the connection to the Ocean Pavilion roof, the amphitheater-type space including stairs from the Overlook Walk wrapping the north and west facades of the Ocean Pavilion, the stair extending west towards Pier 62, and public restrooms and maintenance facilities at the ground level.

SECTION 4. ALLOCATION OF RESPONSIBILITIES FOR DESIGN MANAGEMENT, REVIEW AND APPROVALS.

(a) Planning and Design. SEAS has selected a design team and shall continue with the planning and design for the Ocean Pavilion and SEAS Waterfront Related Elements, subject to environmental review, permitting requirements, and the City's continuing review and approval, as provided herein. SEAS shall engage a landscape architect to develop a landscape plan for the

Ocean Pavilion roof in partnership with other members of the design team, and shall develop a strategy and approach for the inclusion of public art into the final project. The Parties will develop and observe procedures for continued close collaboration between their respective design teams.

(b) Environmental Review and Permitting.

(1) The Seattle Department of Parks and Recreation Department (“SDPR”) shall be the City’s designated Lead Agency for addressing the environmental review requirements for the Ocean Pavilion Project. Accordingly, SDPR shall have final authority to approve the final environmental impact statement (FEIS) and may direct SEAS to make edits to the DEIS/FEIS. The City’s Office of the Waterfront and Civil Projects (“OWCP”) shall have the opportunity to review SEAS’ draft environmental review documents and permitting documents at least once, prior to their publication or submission to SDPR.

(2) SEAS shall be responsible for managing all regulatory review for the Ocean Pavilion Project, including, but not limited to, preparation of environmental review documents and compliance with the City review and permitting processes. SEAS will be responsible for performance of the financial, design and construction conditions required as part of the FEIS, obtaining permitting approval and any legal settlement thereof in regard to the Ocean Pavilion Project. SEAS intends to begin this process in early 2018, and will coordinate environmental review of the Ocean Pavilion Project with the City’s overall Central Waterfront Project processes and schedule.

(3) The City reserves all rights to conduct its legal obligations in regard to regulatory review, land-use and transportation oversight related to the Ocean Pavilion Project and nothing in this 2018 MOU shall be deemed to constitute a decision related to these obligations in advance of submittal and review of necessary project documentation.

(4) In addition to any permissions or approvals required by a regulatory agency, the OWCP shall have the right to review and approve the evolving design of the Ocean

Pavilion for cost-effectiveness and its continuing compatibility with the evolving Waterfront Concept Design, among other purposes. Such review and approval will be coordinated by the City's design lead for the Overlook Walk at each milestone. The Superintendent of Parks and Recreation shall also have the right to review the design for compatibility with existing Aquarium facilities and operations. The designated lead will consolidate comments from reviewers in OWCP at each design milestone. Such design review and consideration of approval shall be completed within sixty (60) days of delivery by SEAS of design documents, at the following specific design milestones: 30% Schematic Design (as described on Exhibit D), 60%/Design Development, 90%/Construction Documents and any subsequent design documents or addenda.

SECTION 5. FUNDING.

(a) Current Funding Plan Ocean Pavilion. The current cap on City contributions to SEAS for engineering, design and consultant services for the Ocean Pavilion Project to allow SEAS to reach the 60% Design Development stage is \$4.7 million, which includes all amounts paid to SEAS under prior agreements for the Ocean Pavilion Project.

(b) Reimbursement for Design Expenses.

(1) The City shall reimburse SEAS for up to fifty percent (50%) of its expenditures for eligible engineering, design and consultant services for the Ocean Pavilion Project as provided herein. These funds shall not be used for SEAS' general or central overhead or staffing.

(2) The Director of OWCP shall have the right to approve or disapprove any SEAS submittal for design expense reimbursement. Any disagreement between the Parties on eligible costs shall be resolved in a fair and equitable manner by the Director of the City Budget Office in collaboration with SEAS and under the authority of the City Council and the Executive.

(3) Eligible expenses shall include: (i) direct project-related services, (including architecture, engineering, system design for life support and animal care, exhibit design, legal, permitting, and project management; and (ii) reasonable travel costs directly related to the Ocean Pavilion project (to the extent normally authorized by the City for its civic projects). The City will provide the Aquarium with the current limits for travel related expenses.

(4) SEAS shall provide reimbursement invoice documentation to OWCP on a monthly basis. Ineligible expenses shall not be included in any invoice or as part of the 50%-50% match consideration for this MOU. Ineligible expenses include: general or central overhead costs, staff costs, costs related to other projects or master planning, fundraising, financial planning or accounting, lobbying of any government agency or elected body, or in-kind project related services provided by a donor.

Fully documented invoices shall include: (i) consultant invoices; (ii) proof of payment by SEAS; (iii) receipts for all project expenses; and (iv) any supplemented information which OWCP may reasonably request consistent with the City's reimbursement policies and procedures, and all costs that SEAS seeks to consider as part of the 50%-50% City match.

(5) OWCP Review. OWCP shall complete its review of invoices within 30 days after SEAS submittal and resolution of any issues with submitted costs or documentation (the **"Invoice Review Period"**).

(6) SDPR Payment. OWCP shall forward reviewed invoices to SDPR. SDPR shall reimburse SEAS not later than the expiration of the Invoice Review Period.

(c) Funding Plan for Capital Costs. SEAS has completed a preliminary funding plan identifying the principal sources of funding sufficient to complete final design and construction of the Ocean Pavilion Project, currently estimated to cost \$110 million. Funding for the Ocean Pavilion Project is anticipated to come from a variety of public and private sources, including City funding of \$34 million as currently described in the City's 2018 Capital Improvement Plan, which amount includes the reimbursements specified in Section 5(b) above (Exhibit E). Prior to approval of the

Project Development Agreement to reimburse construction costs, SEAS will develop a comprehensive funding plan for review by the Director of the City Budget Office, to include identification of sources and uses of funds and a schedule for securing these funds.

(d) 1% Percent for Art. SEAS will include public art in the design of the Ocean Pavilion Project, in coordination with the Seattle Office of Arts and Culture. The minimum cost of the design, construction and installation of this art may not be less than 1% of the City's total funding contribution to the Project.

SECTION 6. PROJECT DEVELOPMENT AGREEMENT.

(a) Approval. If, following environmental, permit and financial feasibility reviews, the 60% design and detailed cost estimates for the Ocean Pavilion project are approved by the Director of SDPR, with the concurrence of the Director of the OWCP, and the SEAS Board of Directors the Parties will negotiate and submit to the SEAS Board of Directors and the Seattle City Council, for their respective review and approval, the proposed Project Development Agreement and an ordinance authorizing the City's execution of the PDA for the Ocean Pavilion Project.

(b) Content. The Project Development Agreement shall include the following:

(1) A detailed scope and site plan for the Ocean Pavilion Project, including key elements of the facility and its operation, a detailed plan and set of dimensions for the SEAS Waterfront Related Elements, and a description of the Ocean Pavilion's relationship to the Overlook Walk and Waterfront Program.

(2) A cost estimate and comprehensive funding plan identifying, with reasonable specificity, the principal sources of funding sufficient to complete development and construction of the proposed Ocean Pavilion Project, as well as scope and cost reduction strategies in the event full funding is not realized.

- (3) A detailed project schedule, incorporating agreed-upon sequencing of construction and threshold requirements for commencing construction.
- (4) A capital campaign fundraising plan for any funds proposed to be raised from private philanthropy, with goals and timelines for pledges and payments to SEAS.
- (5) A revised operations and management memorandum of agreement with SDPR (the “**Amended O&M Agreement**”) regarding operations and maintenance of the SEAS Aquarium facilities, including the Ocean Pavilion and the SEAS Waterfront Related Elements.
- (7) A term sheet summarizing general points of agreement on operations and maintenance of public spaces immediately adjacent to the Ocean Pavilion.

Section 7. Miscellaneous Provisions.

- (a) Nondiscrimination/Compliance with Laws. SEAS shall comply with all applicable laws including, without limitation, all equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (“**SMC**”), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.
- (b) Notices. All notices and requests required or permitted to be given in connection with this 2018 MOU shall be in writing and shall be deemed given as of the day they are received either by messenger, express delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows, or to such other address as the party to receive the notice or request so designates by written notice to the other consistent with this Section 7:

If to City: Marshall Foster
Director, Office of Waterfront and Civic Projects
Seattle Dept. of Transportation
PO Box 34996
Seattle, WA 98124-4996

Christopher Williams
Acting Superintendent
Seattle Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109

With a copy to: City of Seattle

City Attorney's Office
Attn: Helaine Honig, Senior Assistant City Attorney
701 Fifth Avenue, Suite 2050
Seattle, WA 98104-7097

If to the SEAS: Seattle Aquarium
Attn: Robert Davidson, President and CEO
1483 Alaska Way, Pier 59
Seattle, WA 98101-2015

With a copy to: David Buck
Fox Rothschild LLP
1001 Fourth Avenue, Ste 4500
Seattle, WA 98154

(c) Indemnifications. (use old MOU language)

(1) Right to Indemnification. To the extent permitted by law, SEAS agrees to indemnify, defend and hold the City, its employees and agents harmless from and against, and to reimburse the City, its employees and agents with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses for personal injury or property damage ("**Indemnifiable Amounts**") incurred by the City to the extent caused by third party claims of negligence or willful misconduct of SEAS, its

officers, employees and agents, with respect to performance under the terms of this 2018 MOU (“**Indemnifiable Events**”). The foregoing indemnifications to be provided pursuant to this subsection shall survive the expiration or earlier termination of this 2018 MOU. SEAS agrees to obtain a CG2026 04/03 Additional Insured Endorsement to its general liability insurance policy insuring SEAS obligations under this Section 8(c)(1) for the benefit of the City of Seattle as additional insured with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

(2) Scope of Indemnification. To the extent permitted by law, the City agrees to indemnify and hold SEAS, its officers, employees and agents harmless from and against, and to reimburse SEAS, its officers, employees and agents with respect to, any and all Indemnifiable Amounts-incurred by SEAS, its officers, employees or agents to the extent caused by the negligence or willful misconduct of the City, including OWCP and DSPR, their officers, agents, and employees with respect to performance under the terms of this 2018 MOU (“**Indemnifiable Events**”). The foregoing indemnifications to be provided pursuant to this subsection shall survive the expiration or earlier termination of this 2018 MOU for a period of 12 months.

(3) Procedure. With respect to any claims or demands by third parties that relate to Indemnifiable Events and/or Amounts, whenever the one Party (the “Indemnitee”) shall have received a written notice that such a claim or demand has been asserted or threatened, it shall deliver notice to the other Party (the “Indemnitor”) of such claim or demand and of the facts within the Indemnitee’s knowledge that relate thereto within the earlier of: (a) fifteen (15) days after receiving written notice of the claim or demand; or (b) with respect to arbitration, litigation, or similar proceedings, not less than ten (10) days before the initial date by which the Indemnitee would be required to file its first substantive response to such action, but in no event less than the amount of time that the Indemnitee is given to respond to the action. The Indemnitor shall then have the right and the obligation to contest, defend, negotiate or settle any such claim or demand through counsel of its own selection, solely at its own cost, risk, and expense.

(d) Term and Termination. This 2018 MOU shall commence on the Effective Date and shall continue for a term of ten (10) years. Notwithstanding the foregoing, this 2018 MOU may be terminated by written notice under the following circumstances: (a) a party has breached its obligations hereunder and such breach remains uncured for one hundred twenty (120) days after the non-breaching party has given notice to the breaching party describing such breach.

(e) Legal Relationship. This 2018 MOU does not constitute SEAS as the agent or legal representative of the City for any purpose whatsoever. SEAS has no express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

(f) Governing Law. This 2018 MOU shall be governed by and interpreted under the laws of the State of Washington applicable to agreements made and to be performed in Washington, exclusive of its conflict of law rules.

(g) Entire Agreement. This 2018 MOU, when executed, contains the entire understanding between the parties as of the Effective Date, and supersedes any promises or conditions in any other oral or written agreement, and without limitation, specifically replaces and supersedes the 2013 MOU from and after the Effective Date. No provision of this 2018 MOU may be amended or supplemented except by a written agreement signed by the Parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

CITY OF SEATTLE

Office of the Waterfront and Civil Projects

Seattle Department of Parks and Recreation

By _____

By _____

Marshall Foster, Director

Christopher Williams, Acting Superintendent

SEATTLE AQUARIUM SOCIETY

By _____

Robert Davidson, President

Exhibits:

- EXHIBIT A - Ocean Pavilion Site Plan
- EXHIBIT B - Waterfront Related Elements
- EXHIBIT C - Waterfront Program Diagram
- EXHIBIT D - Schematic Design Elements
- EXHIBIT E - Ocean Pavilion Funding Plan

EXHIBIT A

Ocean Pavilion Site Plan

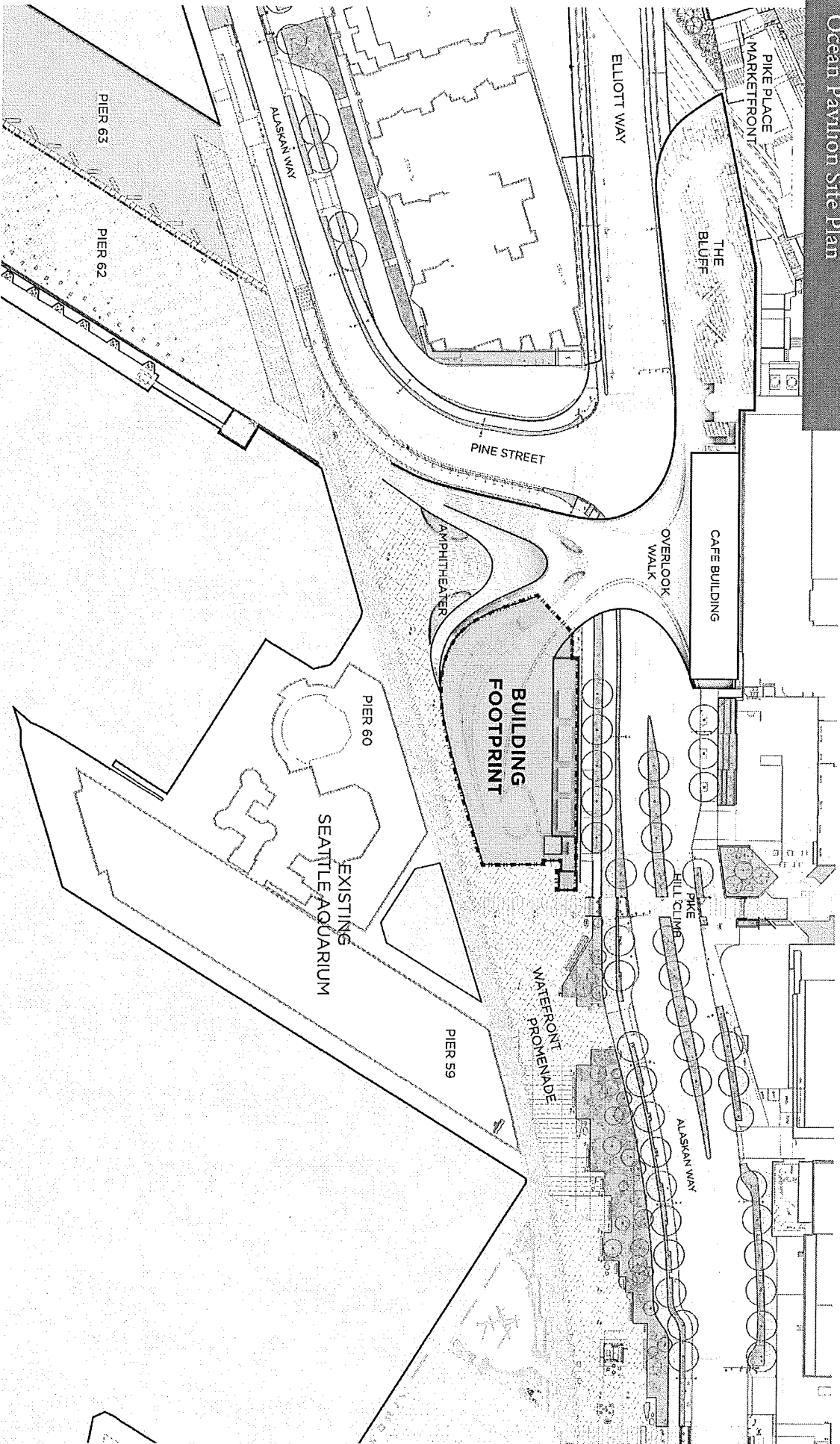
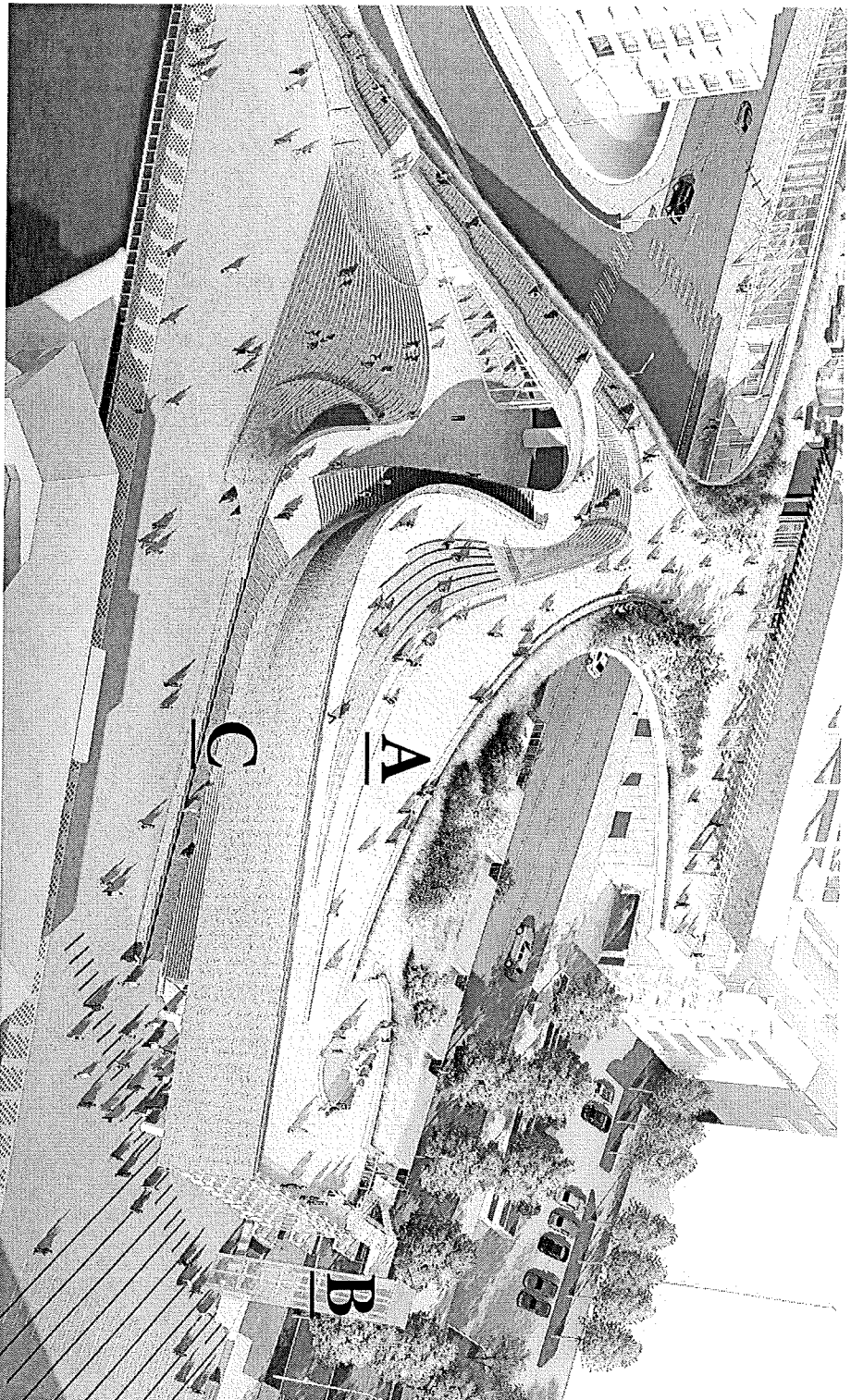
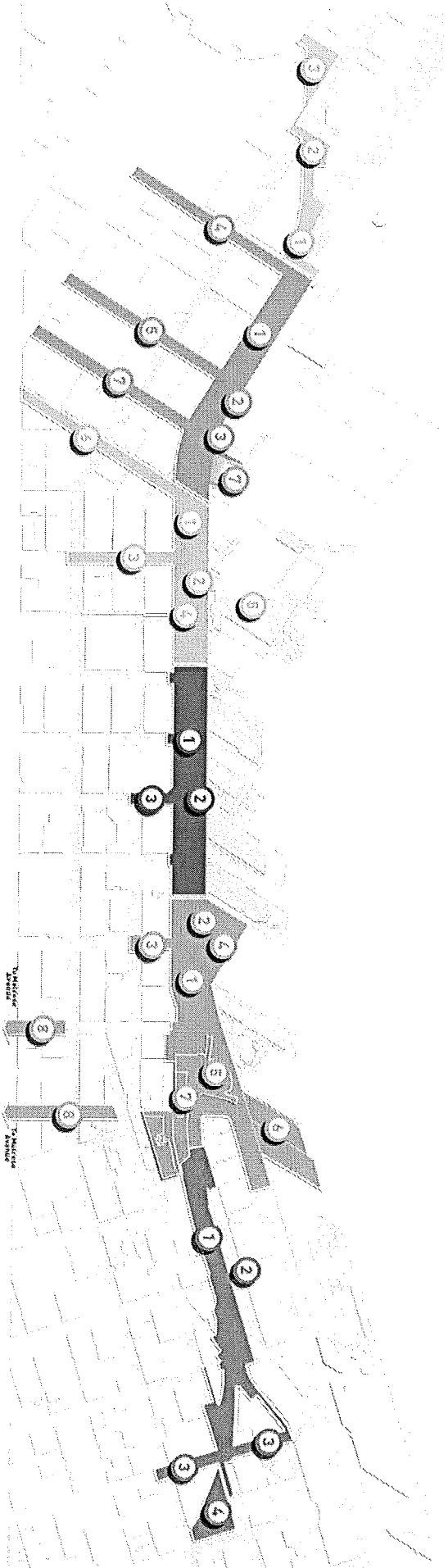
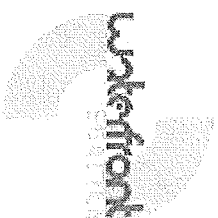


Exhibit B - Waterfront Related Elements



- A. Rooftop public open space - SEAS Designed
- B. Elevator and Stairs from rooftop to Alaskan Way/Elliott - SEAS Designed
- C. Lower stairs along west side of the Ocean Pavilion - SEAS Designed

EXHIBIT C - WATERFRONT SEATTLE PROGRAM



RAILROAD WAY	PIONEER SQUARE	TRANSIT HUB	HISTORIC PIERS	CENTRAL PUBLIC SPACE	BELTOWN
<ul style="list-style-type: none"> 1 WATERFRONT 2 PIONEER SQUARE 3 STADIUMS 	<ul style="list-style-type: none"> 1 ALASKAN WAY 2 WATERFRONT PROMENADE 3 WASHINGTON ST. BOAT LANDING 4 S. KING ST. 5 S. MAIN ST. 6 S. WASHINGTON ST. 7 HABITAT INTERTIDAL ZONE 	<ul style="list-style-type: none"> 1 ALASKAN WAY 2 WATERFRONT PROMENADE 3 COLUMBIA ST. 4 MARION ST. PEDESTRIAN BRIDGE 5 COLMAN DOCK TERMINAL REPLACEMENT 6 YESLER WAY 	<ul style="list-style-type: none"> 1 ALASKAN WAY 2 WATERFRONT PROMENADE 3 SENECA ST. 	<ul style="list-style-type: none"> 1 ELLIOTT WAY 2 WATERFRONT PROMENADE 3 UNION ST. 4 WATERFRONT PARK REBUILD 5 OCEAN PAVILION 6 PIERS 62/63 PHASE 1 REBUILD 7 OVERLOOK WALK 8 PIKE/PINE STS. 	<ul style="list-style-type: none"> 1 ELLIOTT WAY 2 LENORA ST. PED BRIDGE RETROFIT 3 BELL ST. 4 PORTAL PARK



Exhibit D

Seattle Aquarium Ocean Pavilion

SCHEMATIC DESIGN
ELEMENTS

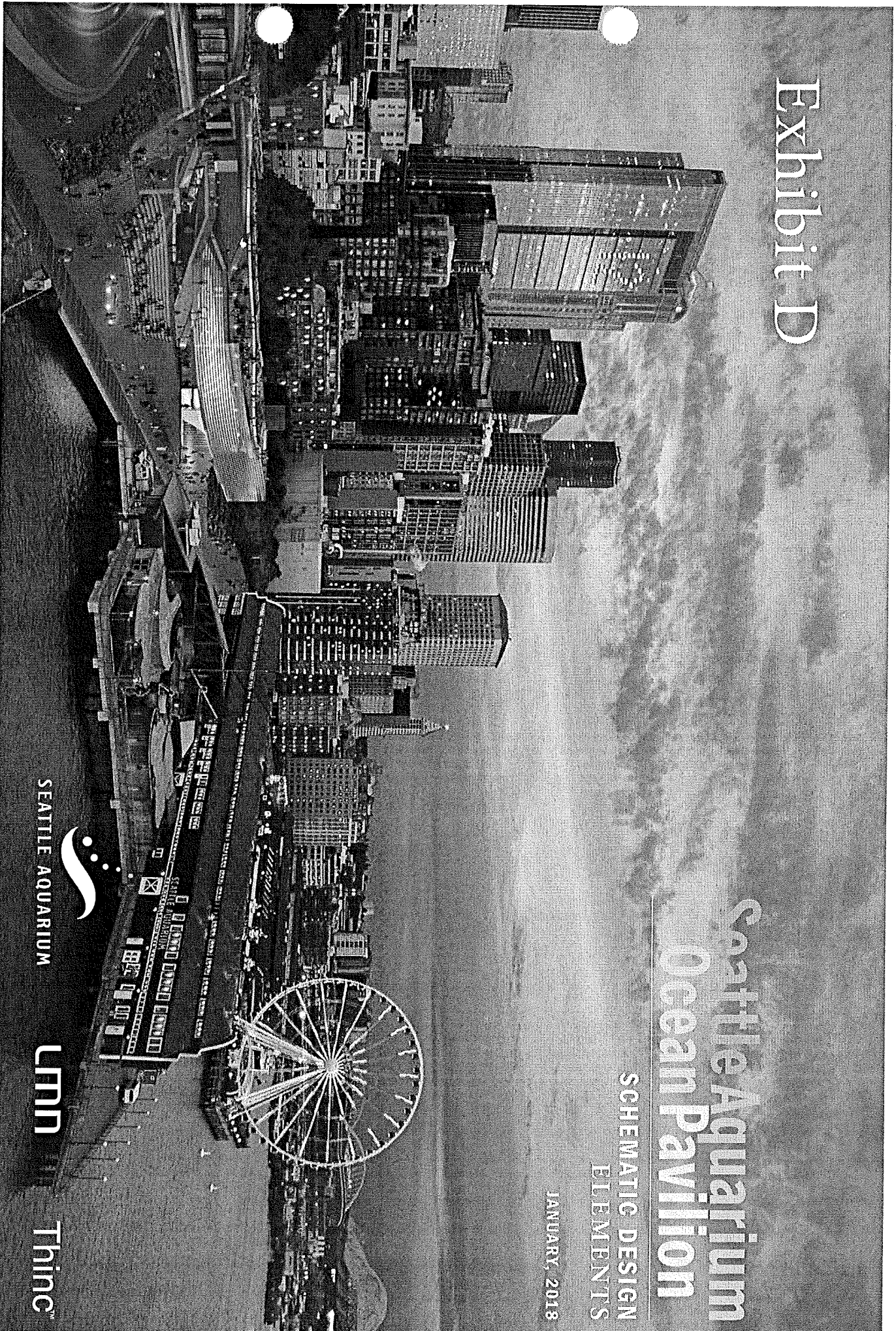
JANUARY, 2018

SEATTLE AQUARIUM

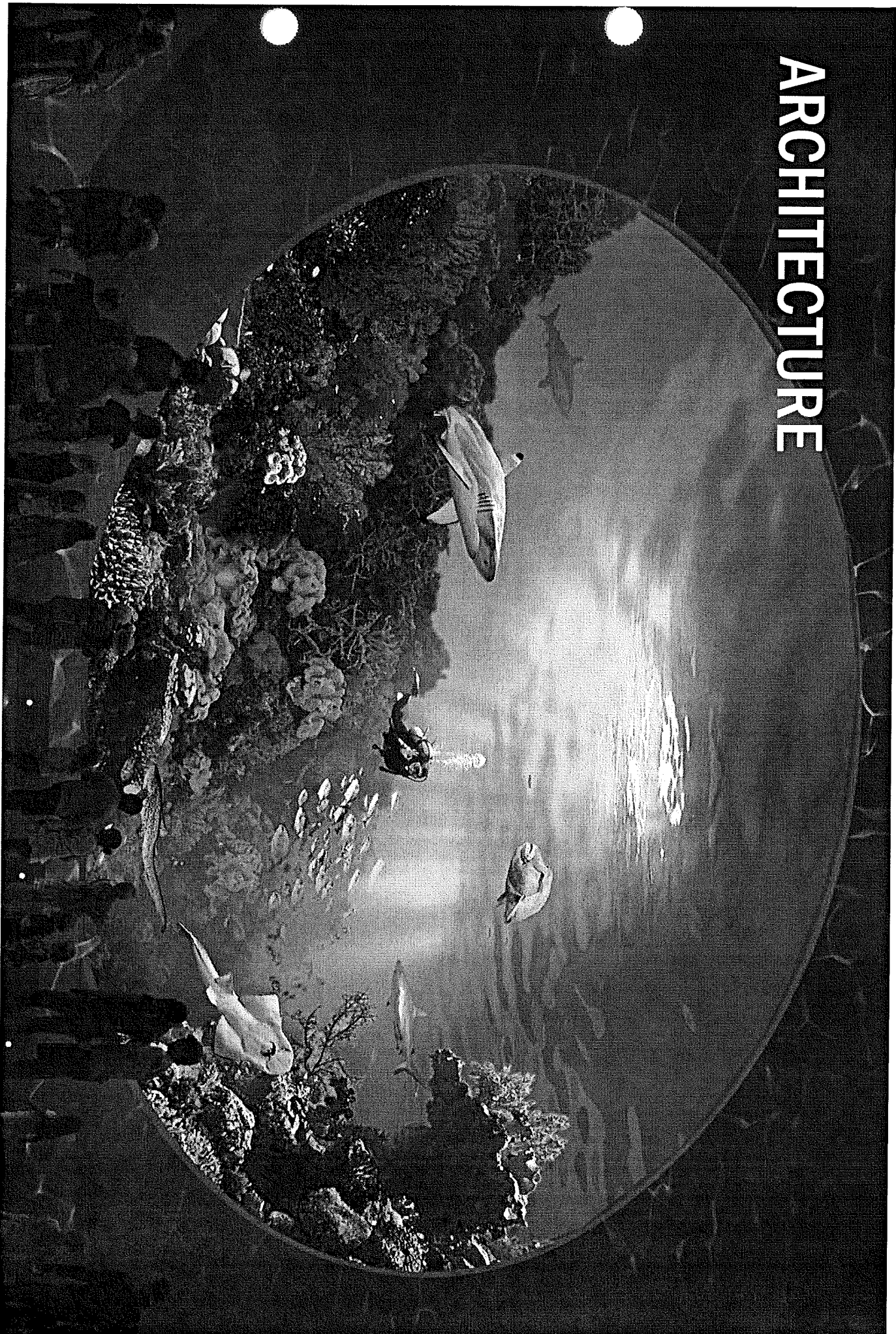


LMPD

Thinc™



ARCHITECTURE



ARCHITECTURAL OVERVIEW

"INSPIRING CONSERVATION OF OUR MARINE ENVIRONMENT"

Seattle Aquarium mission

The Seattle Aquarium is a conservation organization that has played a significant role in the cultural and educational life of Seattle since its opening in 1977. In addition to live animal habitats and interpretive exhibits, the Seattle Aquarium's marine conservation focus can be felt beyond their facilities, and directly engages the Seattle community and Puget Sound region through research, education, advocacy and outreach.

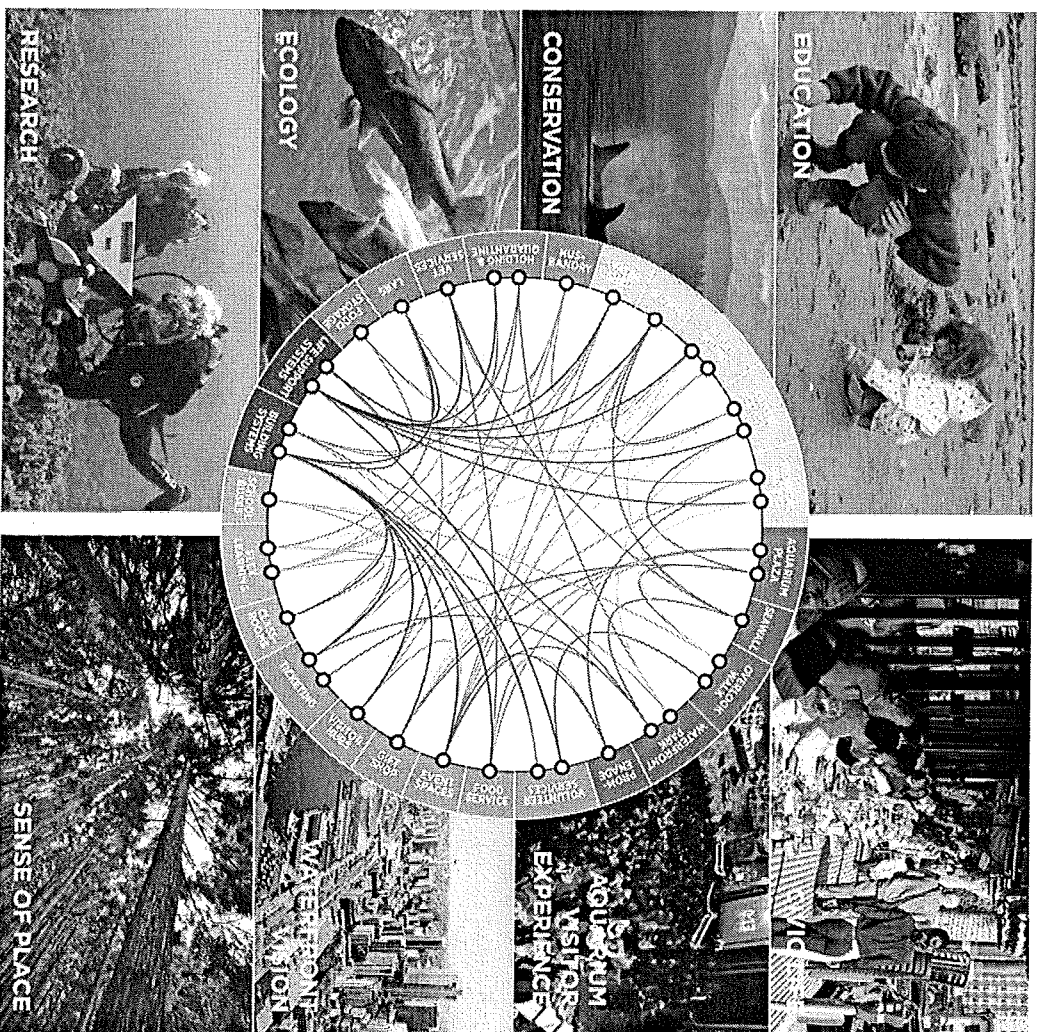
The Aquarium facilities are owned by the City of Seattle and managed by the nonprofit Seattle Aquarium Society. Annual increases in attendance, a growing regional and international interest in ocean health, the dynamic growth of Seattle, and the need to address aging infrastructure have contributed to strategic planning for the renovation of the Seattle Aquarium's existing facilities, and a major expansion within the context of Seattle's Central Waterfront redevelopment.

A new Ocean Pavilion will house an immersive experience that focuses on the greater Pacific Ocean and sets the context for an ocean ethic, extending the framework of "community" to include the marine environment. The new facility will allow the Aquarium to focus on global stories like climate change, ocean acidification and the relationship between human welfare

and the ocean, while connecting these stories to our local ecosystem, the waterfront and our urban environment. These stories will be rooted in the habitats of the Indo-Pacific region, and the diverse tropical species in the Coral Triangle. Through these exhibits the Ocean Pavilion will highlight conservation and research efforts in the region and their relationship to the work of the Aquarium in Puget Sound and the Salish Sea.

While developing the architectural and interpretive design, the LMN/Thinc team worked closely with the City of Seattle Office of the Waterfront and their design team to coordinate the development of the Ocean Pavilion with the new Waterfront Promenade, Overlook Walk, and Aquarium Plaza. The complex network of players collaborated effectively to merge all of the design ideas into a unified approach for the Aquarium and the Waterfront.

The new Ocean Pavilion will sit at the intersection of Seattle's dense, rapidly changing downtown and the Salish Sea. This seam between the city and the marine environment provides a unique opportunity to highlight the ocean ethic, and the meaningful connections between human welfare and the ocean environment.



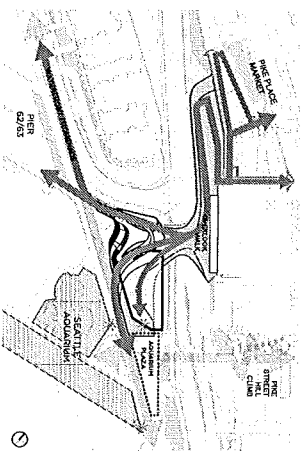
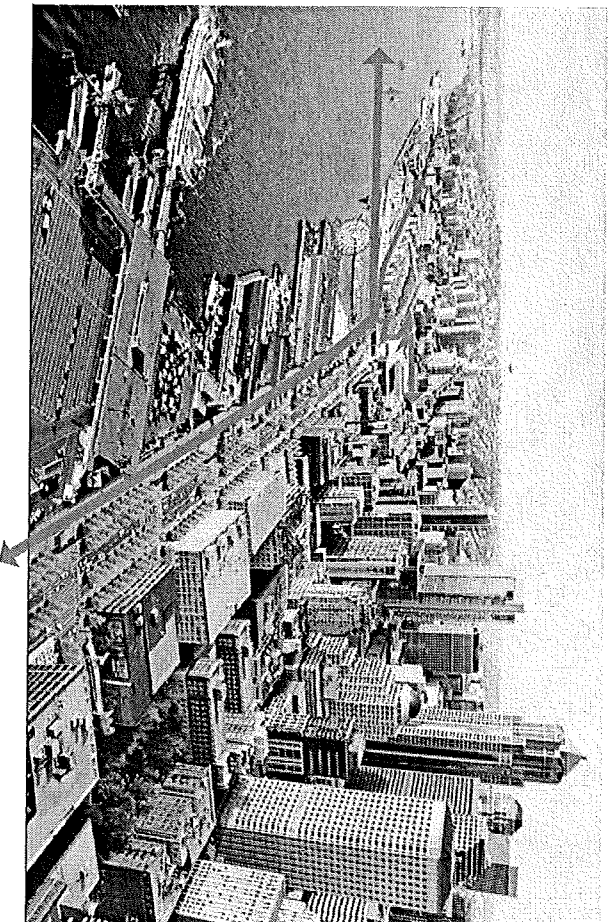
THE OCEAN PAVILION SITE

This site of the Ocean Pavilion is at the terminus of the future mile-long pedestrian promenade, and the network of major civic open spaces planned along the waterfront. It is the intersection of the pedestrian linkages between Pike Place Market and downtown, with the waterfront and the Salish Sea. Its unique location on the edge of Puget Sound allows it to look outward beyond Elliott Bay toward the Pacific Ocean.

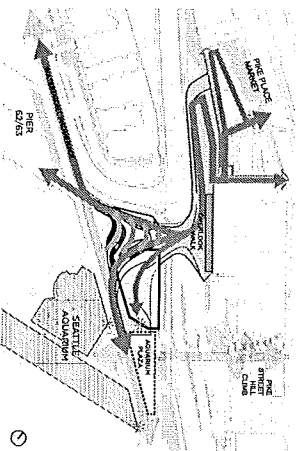
The site will be the signature experience in the urban framework and will have a meaningful place in our community. Seattle's choice to place the Seattle Aquarium Ocean Pavilion, a facility focused on conservation and our relationship to the natural environment, in this location, at the heart of our major

civic space, is an important statement of values for our city. This could be compared to the location of the monuments on the Mall in D.C., or the placement of the Opera House in Paris, both of which speak to the values and identity of their respective cities.

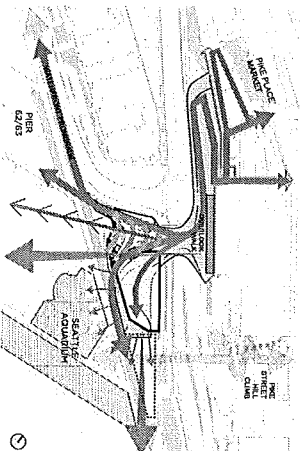
Maintaining the connectivity at this hub with linkages to the Pike Place Market, the waterfront promenade, the existing Aquarium piers, Elliott Bay, the Salish Sea, and the heart of downtown, is a complicated puzzle that requires thoughtful integration of the parts of the Aquarium into the urban fabric of the waterfront, in a way that connects the flow of people from downtown to the waterfront, and connects our community around critical environmental attitudes and an ocean ethic.



The siting of the Ocean Pavilion helps to re-organize and enhance the function and clarity of the urban connections from the city to the waterfront. An "Aquarium Plaza" is developed south of the building, becoming the linchpin between the Ocean Pavilion and the existing Aquarium piers.



An "Amphitheater Plaza" to the north of the Ocean Pavilion establishes a new public connection to the water and organizes the circulation paths from the Market to the waterfront, with direct connections to the Overlook Walk and the elevated open space on the roof of the Ocean Pavilion.

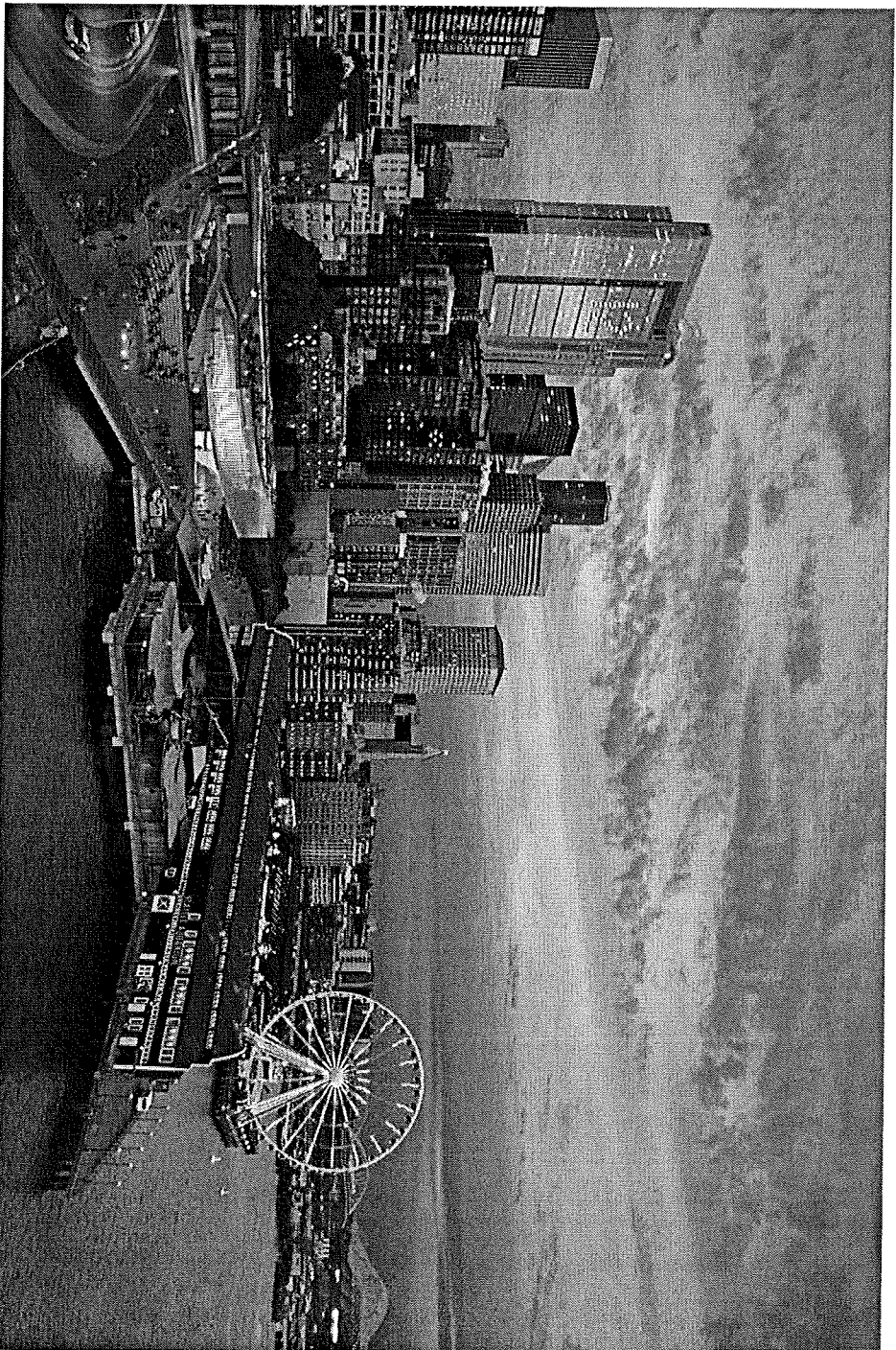


The roof of the Ocean Pavilion is the first in a series of public spaces and viewpoints that terrace down to the amphitheater plaza with views to Elliott Bay, the harbor, the waterfront promenade, and the downtown skyline. This provides a mixing ground for Aquarium visitors and the general public to interact and connect along the waterfront. These spaces are not to dissimilar to balconies in a theater with views to events that could take place on the promenade, on Piers 62/63, or out on the water.

ARCHITECTURAL IDENTITY

The Ocean Pavilion will be nestled next to the realigned Elliott Way to the east and the new Amphitheater Plaza to the north. The waterfront promenade will run to the west of the Ocean Pavilion, separating it from the existing Aquarium at Piers 59 & 60 and the new Aquarium Plaza will be located to the south.

The south facade of the Ocean Pavilion will be an important intersection of the collection of parts that integrate the building with the surrounding context. The south facade will be aligned with the Pike Street Hill Climb and composed of a series of transparent curtain walls that allow views of the activities within the building. The lower level provides views to the ticketing, visitor services, gift shop and main entrance, which is located off of Aquarium Plaza.

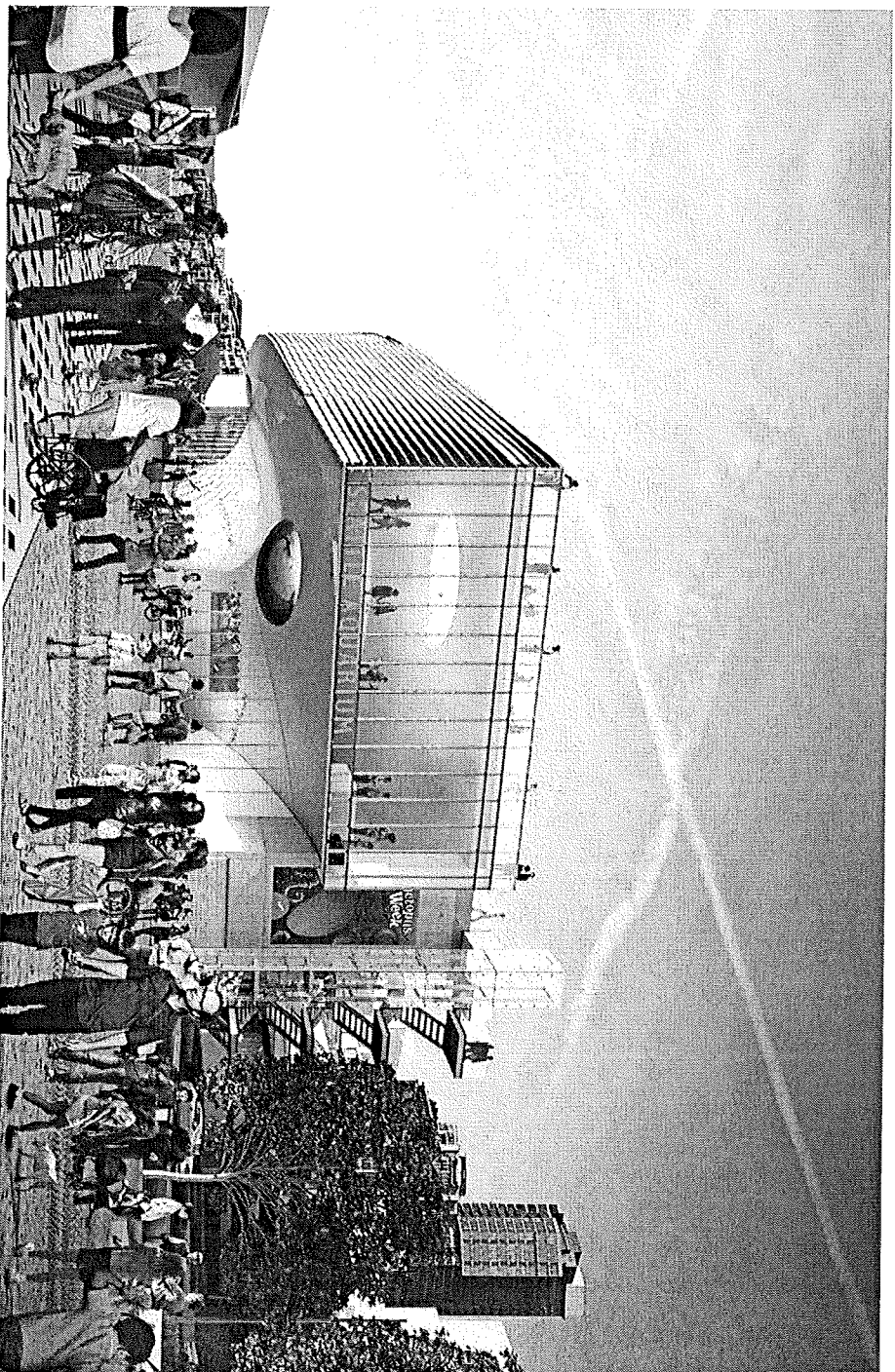


ARCHITECTURAL IDENTITY, CONTINUED

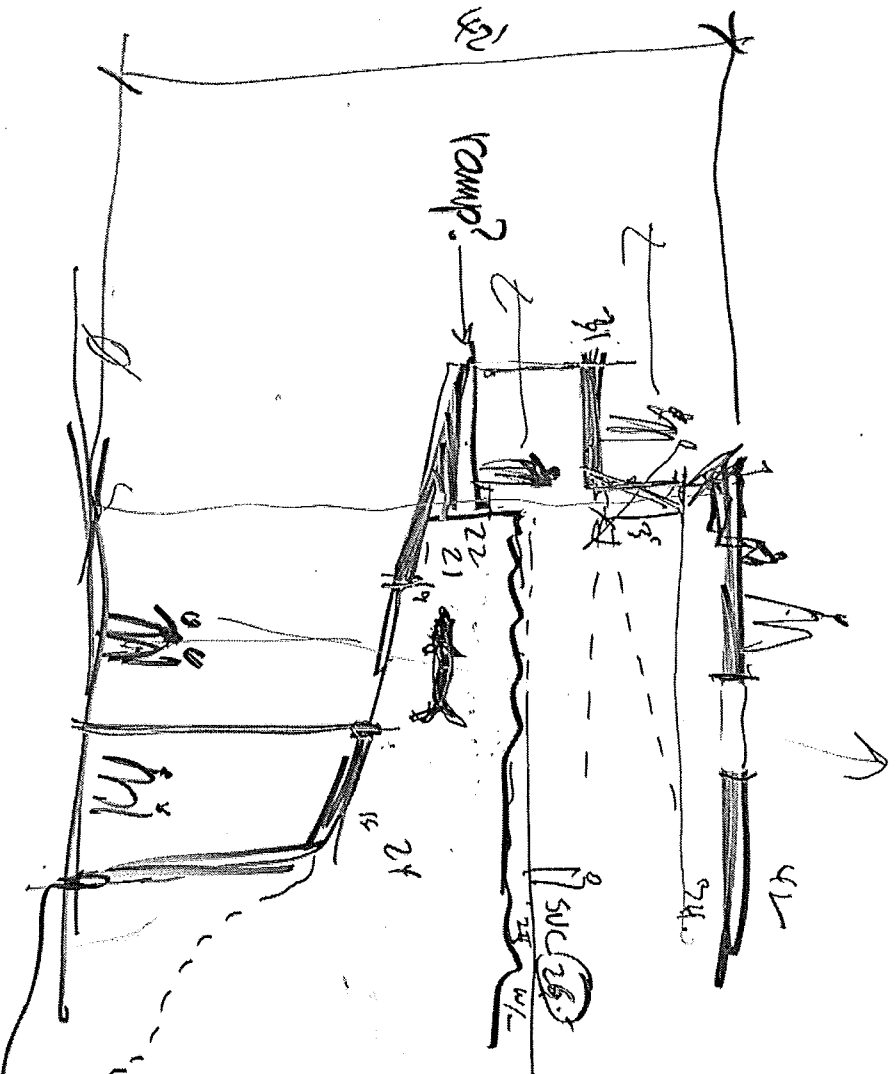
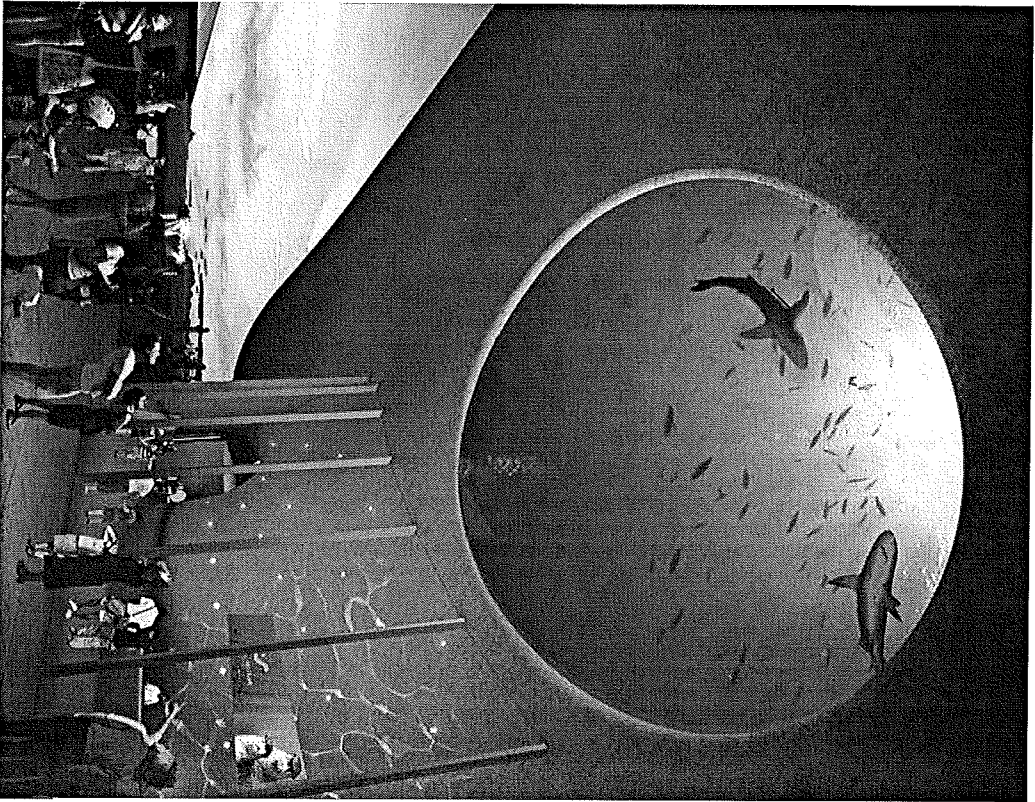
On the upper level there is a large space at the end of the exhibit sequence where visitors can look back out toward the city and the working waterfront. This space is located at the top of the large shark and ray exhibit. The building overhangs at the upper level on the south and west facades, creating a porch at the main entry to the Pavilion. The overhang creates natural weather protection, and provides the opportunity to walk underneath the shark and ray exhibit. In particular it provides a first glimpse into the environment within the Aquarium, with a view from outside the building up through an acrylic oculus into the shark and ray exhibit, and through a skylight beyond, with views to the occupied roof above. This “sharkulus” (shark-oculus) will be an important icon for the Aquarium, provide clear identification for the building, and offer photography (selfie) moments for the public and Aquarium guests.

The cladding on the west facade of the Ocean Pavilion will tie the building back into the terracing of the amphitheater plaza, so that the Pavilion and landforms read as a connected element. The cladding will pull apart in areas to expose windows while maintaining an integrated sun-shading device that can manage direct sunlight and control glare inside the exhibit spaces.

The east facade of the Ocean Pavilion contains many of the mechanical and support spaces, and will relate back to the urban fabric of the city. Transparency will be provided at key locations to highlight the inner workings of the Aquarium in the spirit of the “working waterfront,” and provide daylight to the support spaces and animal husbandry areas within the building.

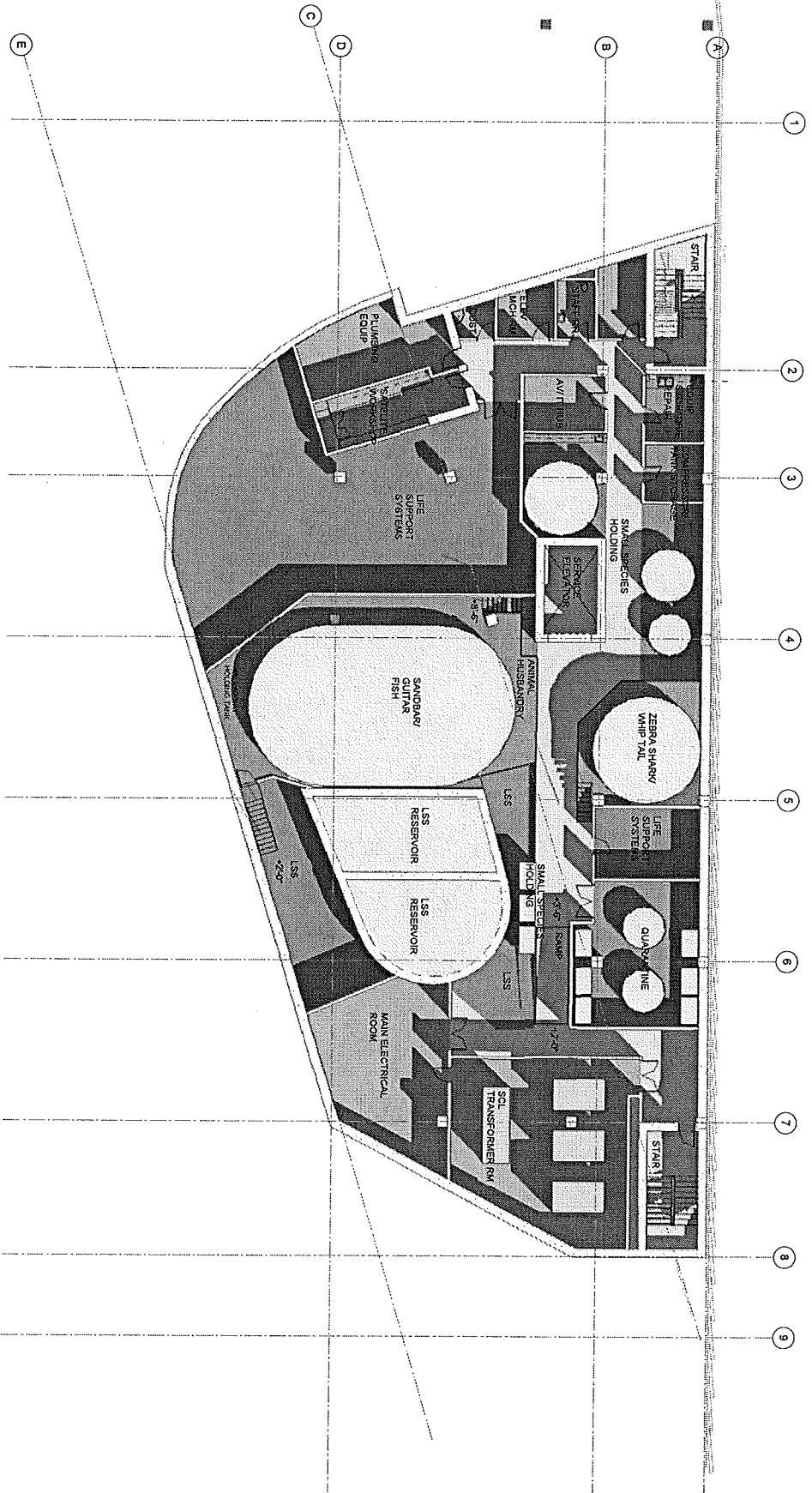


ARCHITECTURE & EXHIBIT SYNERGY



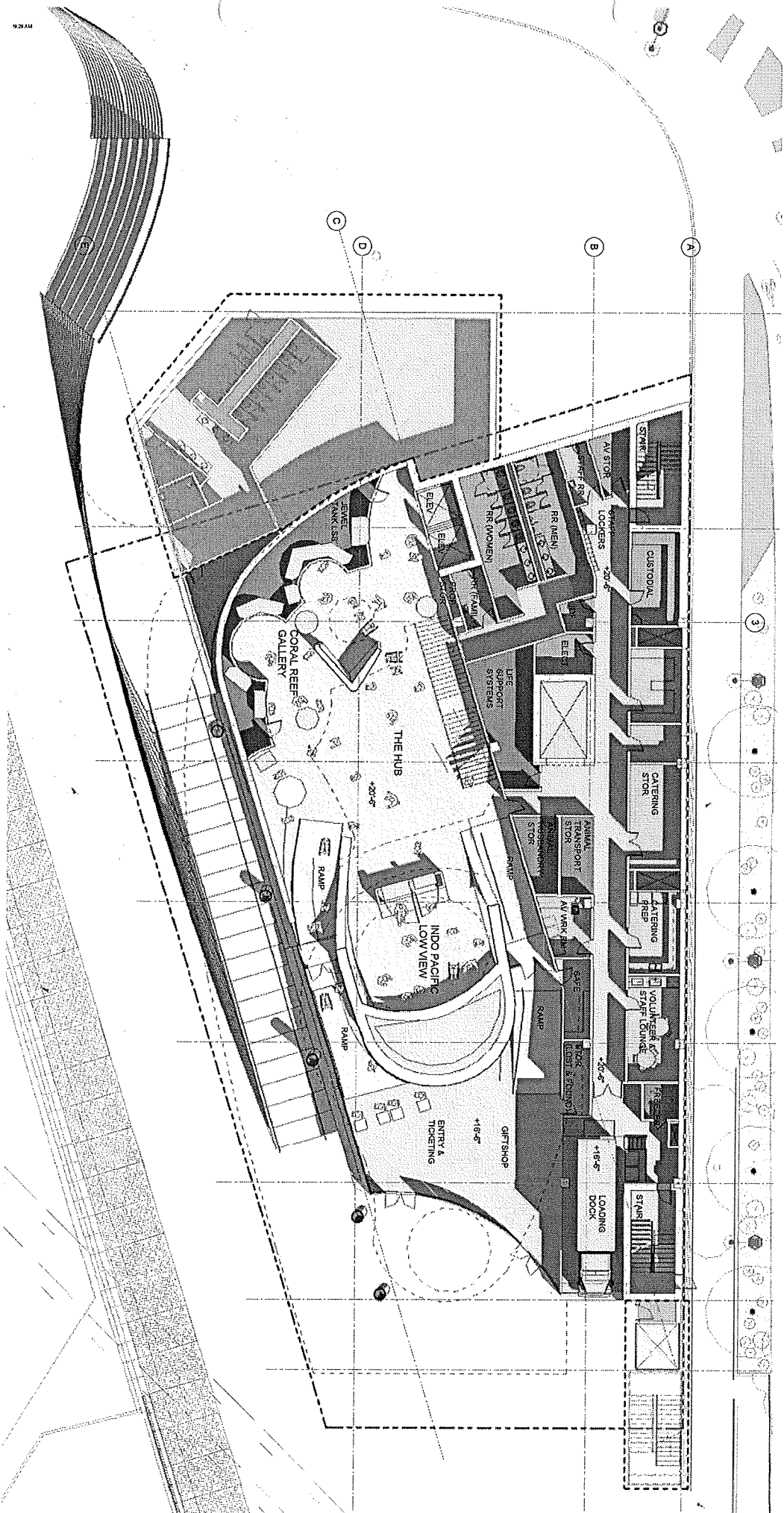
ARCHITECTURAL PLANS

Basement Floor Plan



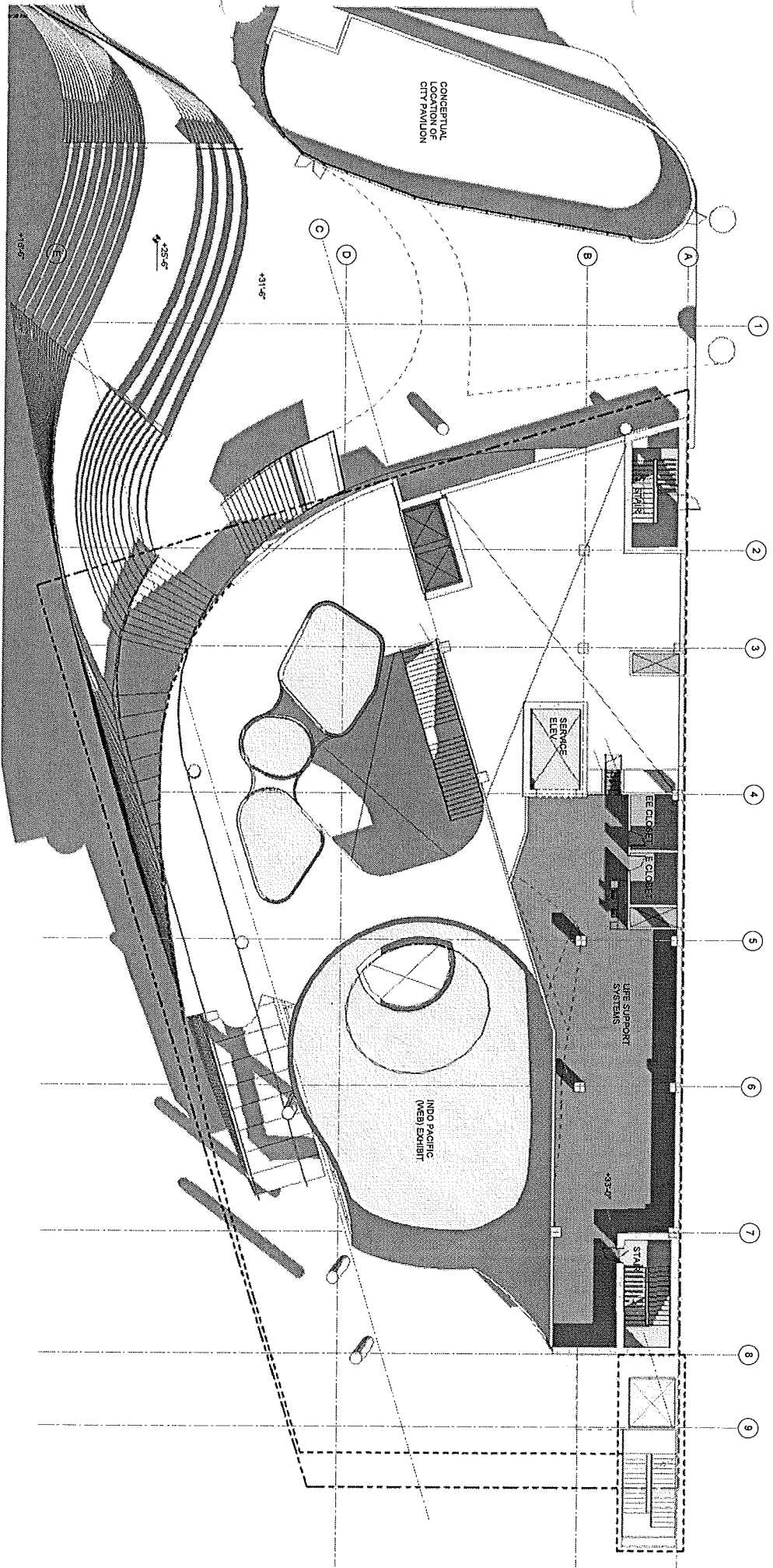
ARCHITECTURAL PLANS

Level 1 Floor Plan



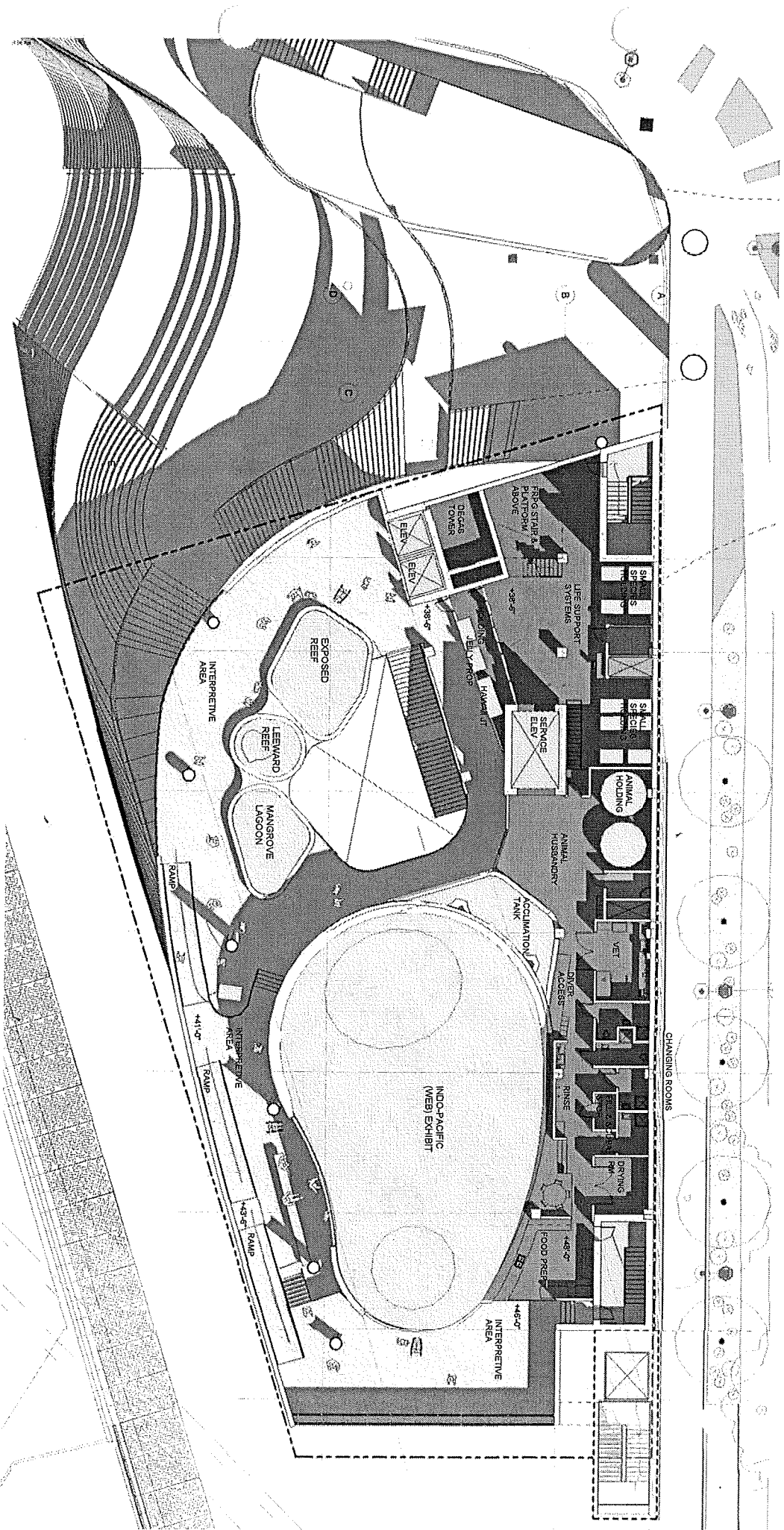
ARCHITECTURAL PLANS

Level 2 Floor Plan



ARCHITECTURAL PLANS

Level 3 Floor Plan



ARCHITECTURAL PLANS

Roof Plan

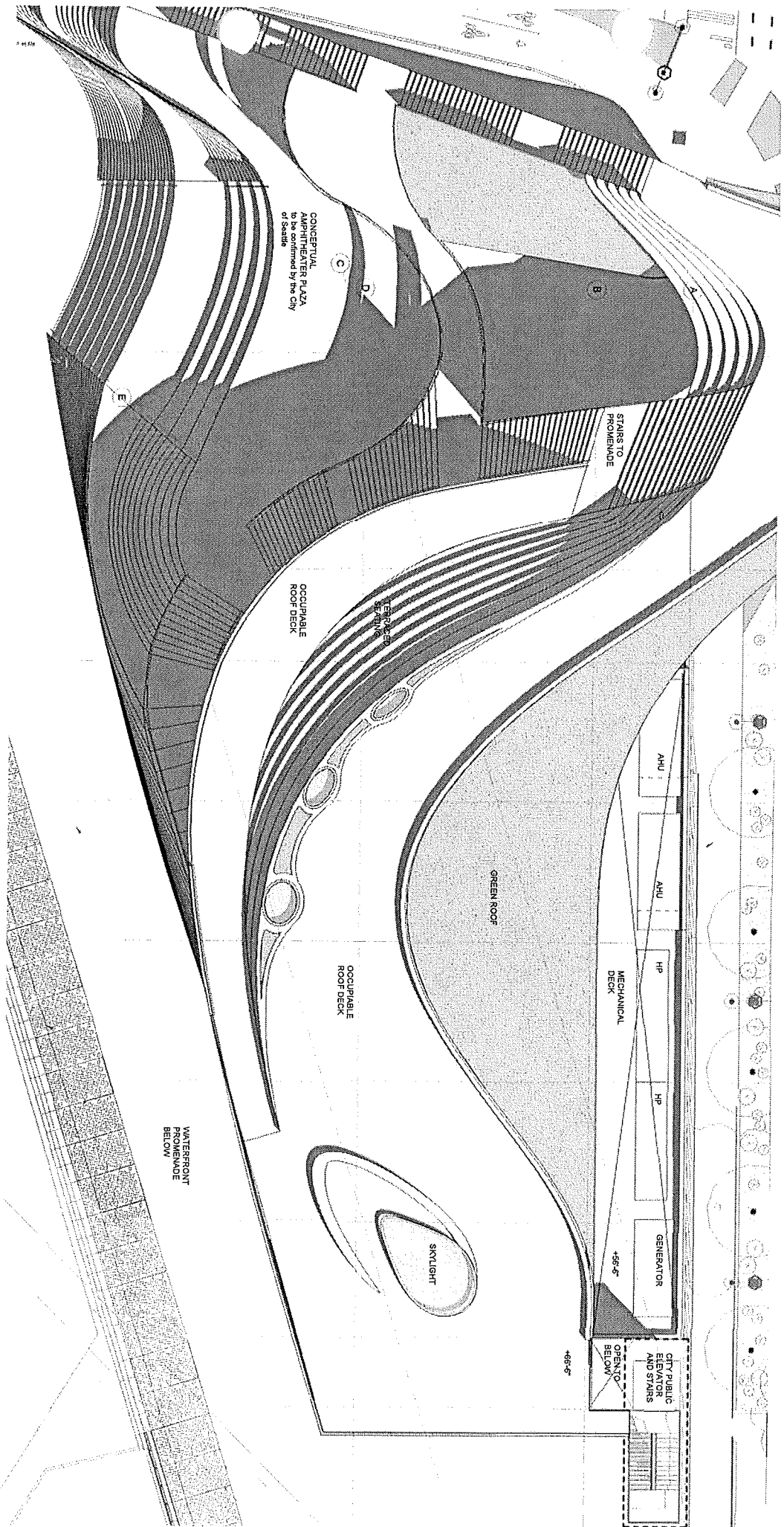


EXHIBIT E

Ocean Pavilion Funding Plan

