

SKAGIT RIVER HYDROELECTRIC PROJECT (FERC PROJECT NO. 553)

**OFF-LICENSE AGREEMENT BETWEEN THE CITY OF SEATTLE
AND THE U.S. NATIONAL PARK SERVICE**

This Off-License Agreement (“OLA” or “Agreement”) is made and entered into this _____ day of _____ 2026, by and between the City of Seattle, through its City Light department, a Washington municipal corporation (“Seattle”) and U.S. National Park Service, a federal agency under the U.S. Department of the Interior (“NPS” or “Park Service”). Seattle and the Park Service individually may be referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS,

- A. Seattle owns and operates the Skagit River Hydroelectric Project, Federal Energy Regulatory Commission (“FERC”) Project No. 553 (“Project”) and is the licensee for the Project. The proposed FERC Project Boundary will encompass federal lands (as listed in the Final License Application for the FERC relicensing of the Project) administered by the Park Service within North Cascades National Park Service Complex (“NOCA”) (including the Ross Lake National Recreation Area).
- B. The Project is located on the Skagit River in Whatcom, Skagit, and Snohomish counties in Washington State.
- C. Seattle’s FERC Project License was issued in 1995 (“1995 License”) based on a series of settlement agreements negotiated by Seattle, state and federal resource agencies, Indian Tribes and others, and expired on April 30, 2025. Seattle is currently operating the Project on an Annual License issued by FERC on May 6, 2025. NPS is a signatory party to the 1995 License Comprehensive Settlement Agreement.
- D. On April 28, 2023, Seattle filed with FERC a final application for a new License to continue operating the Project (“New License”).
- E. Seattle and NPS are signatories to the new comprehensive FERC Relicensing Settlement Agreement (“Relicensing Settlement Agreement”) for the Project. The Relicensing Settlement Agreement is being executed concurrently with this Agreement. The other signatories to the Relicensing Settlement Agreement are the National Marine Fisheries Service, the U.S. Forest Service, the U.S. Fish and Wildlife Service, the Bureau of Indian Affairs, the Washington State Department of Ecology, the Washington Department of Fish and Wildlife, Sauk-Suiattle Indian Tribe, the Swinomish Indian Tribal Community, the Upper Skagit Indian Tribe, and Skagit County.
- F. Seattle and NPS are entering into this Agreement as part of the overall settlement process leading to issuance by FERC of a New License for the Project. For purposes of this OLA, “New License” means the new license to be issued by FERC to Seattle for the continued operation and maintenance of the Project pursuant to Section 15 of the Federal Power Act (“FPA”), 16 U.S.C. § 808 replacing the 1995 License. The Parties’ obligations under this

OLA shall be interpreted independently of the Relicensing Settlement Agreement, except as provided herein in Section 6.

- G. Seattle and NPS agree that FERC’s issuance of a New License that incorporates – without Material Modification – the proposed license articles and management plans, as set forth in the Relicensing Settlement Agreement, together with NPS’s and Seattle’s agreement to and execution of this OLA, resolve all issues between Seattle and the NPS pertaining to FERC’s issuance of a New License for the Project (including but not limited to the FPA Section 4(e) conditions) and the operation and maintenance of the Project pursuant to the New License.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. General Provisions:

1.1 Incorporation of Recitals

The Recitals stated above are hereby incorporated into and made a part of this Agreement.

1.2 Effective Date

This OLA shall become effective upon the effective date of a New License for the Project issued by FERC (the “Effective Date”), unless the New License is stayed by FERC or by the United States Court of Appeals. In the event of a stay, the Effective Date will become the date the stay of the New License is lifted. The OLA shall have no force or effect in the event that FERC declines or fails to issue Seattle a New License, and such determination becomes a Final Order.

1.3 Term of the OLA

The term of this OLA commences on the Effective Date and will continue through the term of the New License, including any subsequent annual license(s) unless terminated as provided in Section 6 herein.

2. Purpose of the OLA:

2.1 Purpose

The Parties acknowledge and agree that Seattle and NPS have entered into this OLA to resolve issues between Seattle and NPS regarding the relicensing of the Project that are not otherwise addressed through the Relicensing Settlement Agreement and to memorialize the Parties’ joint commitments (as specified in Section 3) to mitigate or enhance Project-related coordination impacts within the Ross Lake National Recreation Area (RLNRA).

The Parties agree that this OLA is fair and reasonable and in the public interest. The Parties agree that Seattle’s performance of its obligations under the OLA and the Relicensing Settlement Agreement is consistent with and is intended to fulfill Seattle’s statutory and regulatory obligations to NPS relating to the relicensing of the Project.

2.2 No Precedent for Other Proceedings

This OLA is made upon the express understanding that it constitutes part of a negotiated resolution of issues between the Parties relating to operation of the Project under the New License for the full term of the New License. Accordingly, this OLA shall not be offered against Seattle or NPS as argument, admission, or precedent in any mediation, arbitration, litigation, or other administrative or legal proceeding that does not involve or relate to the New License or the operation of the Project.

2.3 Future Relicensing or License Amendments

Nothing in this OLA is intended or shall be construed to affect or restrict Seattle or NPS’s participation in or comments about the provisions of any future license amendment or relicensing of the Project subsequent to the current relicensing.

2.4 Partnership

This OLA reflects the Parties’ interest in actively and successfully balancing public hydropower production and conservation of natural resources within RLNRA. This OLA is intended to memorialize coordination, conservation actions, and associated funding, and to allow the Parties to accomplish more efficient coordination and cooperation as well as better resource management outcomes for current and future generations, including tangible benefits to and enduring trust between the Parties.

3. **The Parties’ Joint Commitments:**

3.1 Capital Improvements for Facilities Within RLNRA

3.1.1 Within one year of the Effective Date, Seattle shall establish a Capital Improvements Funding obligation in the total amount of two million one hundred forty-five thousand dollars (\$2,145,000) (2025 dollars).

3.1.2 Through the term of the New License, NPS shall use this fund to enhance, rehabilitate, or replace recreation facilities. NPS intends to use the Capital Improvement Funding as matching funding for design, rerouting, and construction upgrades to the Thunder Knob Trail and Trailhead. Otherwise, NPS may prioritize where the funds from the Capital Improvement Funding Obligation are spent so long as the funds are used for capital improvements for new or existing facilities located within RLNRA.

3.1.3 The \$2,145,000 (2025 dollars) is a funding obligation, not a set aside fund, and is not dependent upon an annual funding contribution requirement. Seattle will allocate in its budget \$2,145,000 (2025 dollars) that will be

spent over time by NPS, and account for any expenditure from the budget and additions/reductions to reflect adjustment according to the Consumer Price Index as described in Section 8.

- 3.1.4 At the request of NPS and with agreement of Seattle, Seattle may fund and implement major capital improvement projects if NPS is unable to undertake such projects. The value of such capital improvement projects undertaken by Seattle shall be deducted from the capital improvement fund for the year the project is completed.
- 3.1.5 Upon the Effective Date or at a minimum of two years prior to commencing capital improvement projects, NPS shall provide Seattle with a Five-Year Capital Improvement Plan, which includes the schedule, budget, and plans for capital improvement projects to be undertaken by NPS during the five-year period. The Five-Year Capital Improvement Plan will include specific and measurable objectives and a disbursement schedule for funding of each project. Upon approval of the Five-Year Capital Improvement Plan and budget by Seattle, and said approval shall not be unreasonably withheld, Seattle shall pay or make available to NPS sufficient funds pursuant to a memorandum of agreement (or similar instrument) for the capital improvement projects on the schedule provided in the Five-Year Capital Improvement Plan.

3.2 Operation and Maintenance Recreation Facilities Within RLNRA

- 3.2.1 Upon the Effective Date, Seattle shall provide an annual payment to NPS for the term of the New License (and any subsequent annual licenses) in the amount of one million one hundred and ninety-five thousand dollars (\$1,195,000) (2025 dollars) per year to support NPS's operations and maintenance (O&M) for recreation facilities within RLNRA (anticipated total to be \$59,750,000 (2025 dollars) over the 50-year new license term.
- 3.2.2 Starting License Year 1, Seattle shall make the first annual payment by September 30 and make subsequent payments by September 30 annually thereafter through the term of the New License and any subsequent annual license(s) or until this Agreement terminates. License Year 1 shall commence on October 1 following the Effective Date. This O&M funding shall be adjusted annually as prescribed in Section 8.
- 3.2.3 Operation and maintenance is defined as activities that support daily operations of the Park, Park management, contracts and agreements, safety, security and emergency response, and includes any costs related to visitor use management including but not limited to: staff costs for operation and maintenance implementation, law enforcement, visitor resource protection, compliance for activities related to operation and maintenance, contract services for accomplishing operation and maintenance, resource protection related to recreation use, and equipment and materials needed to support

these activities. NPS intends to use the O&M funding to enhance, rehabilitate, or replace transportation system and recreation facilities within RLNRA. NPS may prioritize where funds will be spent so long as the payments are used for O&M of new or existing NPS facilities located within RLNRA.

3.2.4 NPS will provide Seattle with an annual report on the status of implementing O&M in RLNRA. The annual report will include a summary of the previous fiscal year's work, schedule of current fiscal year's work and anticipated work in the following fiscal year. The annual report will be provided on a mutually agreed date.

3.2.5 At the request of NPS and with agreement of Seattle, Seattle may fund and implement major O&M projects if NPS is unable to undertake such projects. The value of such O&M projects undertaken by Seattle shall be deducted from the O&M fund for the year the project is completed.

3.3 If Seattle fails to make all or a portion of an annual payment under Section 3.2.1 because of an event described in Section 9.10, Seattle shall make up the annual payment, or portion thereof, the following year to support the deferred NPS O&M when an event described in Section 9.10 concludes. Communication System. Seattle will collaborate with NPS on upgrades to NPS's communications systems when Seattle updates its own system including implementing fiber optic cables that NPS can tie into and towers that are usable by both Parties.

4. Final Agreement:

4.1 Except for the Relicensing Settlement Agreement and 4(e) conditions for the Project, this OLA is the full and final agreement between the Parties pertaining to the relicensing of the Project and obligations to mitigate and enhance Project related impacts within NOCA. This OLA cannot be changed except by mutual agreement of the Parties. Any and all claims or demands relating to this OLA shall be governed by Section 7 of this agreement. Upon the effective date, this OLA supersedes and replaces any contractual obligation between the Parties related to recreation Project impacts under the current License within NOCA.

5. Representations and Warranties:

The Parties hereby represent and warrant as follows:

5.1 Authority of Seattle

Seattle has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seattle of this Agreement, and the performance by Seattle of its obligations hereunder have been duly and validly authorized by the City of Seattle's Mayor and Seattle City Council pursuant to Ordinance # _____. This Agreement has been duly and validly executed and delivered by Seattle and constitutes legal, valid, and binding

obligations of Seattle, enforceable against Seattle in accordance with its terms. The Mayor and Seattle City Council's approval and authorization of this Agreement shall be conclusively evidenced by an effective ordinance of the Seattle City Council.

5.2 Authority of the NPS

NPS has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

6. **Termination of the OLA:**

6.1 Termination

6.1.1 This OLA may be terminated at any time by mutual written consent of Seattle and the NPS.

6.1.2 This OLA may be terminated by either Party, in its sole discretion, only if concurrently or subsequently to the Effective Date of this OLA, FERC imposes a Material Modification as defined in the Relicensing Settlement Agreement in the New License or through a license amendment and for that reason, a Party then terminates the Relicensing Settlement Agreement pursuant to the terms of the Relicensing Settlement Agreement. Prior to termination under this Section 6.1.2, the Parties shall commence dispute resolution as defined in Section 7 below.

6.2 Parties' Actions Upon Termination

Upon termination, this OLA shall become null and void and there shall be no liability or obligation under this OLA on the part of either Party or any of its respective elected officials, officers, directors, commissioners, employees, agents, or other representatives or affiliates.

7. **Dispute Resolution:**

7.1 In the event of any dispute between the Parties concerning the interpretation or implementation of any aspect of this OLA, or prior to termination of the OLA under Section 6.1.2, the Parties agree to engage in good faith negotiations for a period of at least sixty (60) days in an effort to resolve the dispute. Notification of the dispute must be in writing to the other Party, and the 60-day negotiating period will begin upon notification as described in Section 8.5. During the 60-day period, either Party may request the services of a professional mediator to assist. The Party requesting such services shall cover the costs unless there is an agreement among the Parties to share costs. The 60-day time period may be extended for a mutually agreed upon amount of time at the request of either Party.

7.2 In the event that resolution cannot be reached within the 60-day negotiating period or a longer negotiating time period otherwise agreed to by the Parties, then either Party may seek a remedy for alleged violations as described in Section 9.4.

8. Monetary Indexing and Adjustments:

All dollar amounts in this Agreement are stated as of the year 2025 and shall be adjusted according to Proposed License Article OPS LA 04 (Annual CPI Adjustment) (and as may be amended through the term of the new license and any subsequent annual license).

9. Miscellaneous:

9.1 Non-Severable Terms of OLA

The terms of this OLA are not severable. This OLA is made in the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire OLA. However, if a court of competent jurisdiction rules that any provision in this OLA is invalid, this OLA is deemed modified to conform to such ruling, unless Seattle or the NPS objects. If Seattle or the NPS objects, the other agrees to meet and confer regarding the continued viability of this OLA. If agreement cannot be reached on the impact of the court's ruling, either Party may terminate this OLA.

9.2 Seattle's Recourse for NPS Substantial Noncompliance

If, based on the annual reports and invoices provided by the NPS under Section 3 or visual inspection, Seattle believes that NPS has not substantially complied with its obligations to implement or perform one or more of the Seattle-funded actions identified in this OLA, the Parties shall follow the dispute resolution requirements pursuant to Section 7. Seattle shall provide timely notice to NPS of any alleged noncompliance. This notice shall describe the OLA activity with which NPS has failed to substantially comply. NPS shall have 60 days to respond to Seattle's notice.

Substantial Noncompliance means that absent an event described in Section 9.10, NPS has failed to undertake one or more of the Seattle-funded actions of this OLA for the year.

9.2.1 If NPS disputes whether it is in substantial noncompliance, Seattle shall still make timely payments for the subsequent year and separately initiate the dispute resolution requirements pursuant to Section 7.

9.2.2 If NPS agrees with Seattle that NPS is in substantial noncompliance, Seattle shall continue to make timely payments if NPS represents in writing that it shall: (1) address, where possible, past noncompliance, and (2) achieve future substantial compliance with the sections of the OLA where NPS has failed to comply.

9.2.3 Where NPS does not take action under Section 9.2.1 or Section 9.2.2, Seattle may withhold future payment if Seattle meets the following conditions:

9.2.3.1 Seattle provides NPS a full field season to remedy the substantial noncompliance, using previously provided funds, once it has

given notice to NPS that it believes NPS is in substantial noncompliance;

9.2.3.2 Seattle does not unreasonably withhold payments;

9.2.3.3 The amount withheld by Seattle is commensurate with the degree of noncompliance.

9.2.4 Seattle shall resume full payment for any substantial noncompliance action(s) to NPS within sixty (60) days of NPS achieving substantial compliance.

9.2.5 By withholding payment under this section, Seattle shall not be deemed in breach of this OLA.

9.3 NPS Recourse for Seattle Substantial Noncompliance

If NPS believes Seattle has not substantially complied with its obligations identified in this OLA, the Parties will follow the dispute resolution requirements pursuant to Section 7. NPS shall provide Seattle timely notice of the alleged noncompliance that shall include a description and documentation of the specific way(s) in which NPS considers Seattle to be out of compliance. Substantial Noncompliance means that Seattle has failed in any federal fiscal year to provide timely and/or complete funding as required by this OLA, or if Seattle has agreed to undertake a capital improvement project under Section 3.1.4, substantial noncompliance means that Seattle has failed to fund or complete such project. Seattle shall have sixty (60) days to respond to NPS' notice.

9.4 Remedies for Substantial Noncompliance

No Party shall seek relief in any forum for substantial noncompliance of this OLA unless and until the requirements of Section 7 – Dispute Resolution and Sections 9.2 and 9.3 have been met. If dispute resolution is not successful, either Party may seek judicial enforcement of the terms of this OLA in a forum of competent jurisdiction. The Parties reserve all remedies and affirmative defenses for substantial noncompliance of this OLA under applicable federal law. Nothing in this Section is intended to limit a Party's right to initiate dispute resolution pursuant to Section 7 of this OLA or limit the type of relief that a Party may seek through the dispute resolution process.

9.5 Notice

Unless otherwise provided herein, all notices given by either Party to the other in connection herewith shall be in writing and shall either be delivered in person or by email to the contact person's email listed below with telephonic confirmation. Notice delivered in person shall be deemed to have been properly given and received on the date delivered, so long as delivered during normal business hours. Notice delivered by email is complete on transmission when made prior to 5:00 p.m. PT on a business day. Notice delivered by email transmitted on a Saturday, Sunday, holiday, or after 5:00 p.m. PT on any other day shall be deemed complete at 9:00 a.m. PT on the first business day thereafter. Notification

of changes in the contact person must be made in writing and delivered to all other contact persons.

For Seattle:

Chris Townsend
 Director
 Natural Resources and Hydro Licensing
 Seattle City Light
 Email: Chris.Townsend@seattle.gov

For NPS:

Superintendent
 North Cascades National Park Service
 Complex
 810 State Route 20
 Sedro Woolley, WA 98284

9.6 No Third-Party Beneficiaries

Without limiting the applicability of rights granted to the public pursuant to applicable law, this OLA shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, and shall not authorize any entity other than Seattle and the NPS to maintain a suit at law or equity pursuant to this OLA. The duties, obligations, and responsibilities of Seattle and the NPS with respect to third parties shall remain as imposed under applicable law.

9.7 Expenses

Unless otherwise provided by this OLA, each Party shall use its own resources in asserting its rights and performing its obligations under this OLA, and no Party shall be required to reimburse the other Party for any expense or cost incurred hereunder.

9.8 Successors and Assigns

This OLA shall apply to, be binding on, and inure to the benefit of Seattle and the NPS and their successors and assigns, unless otherwise specified in this OLA.

9.9 Change in Ownership of Project

No change in ownership of the Project or transfer of the New License by Seattle shall in any way modify or otherwise affect the NPS's interests, rights, benefits, responsibilities, or obligations under this OLA as to the new owner of the Project.

9.10 Notice of Delay or Inability to Perform – Force Majeure

No Party shall be in substantial noncompliance of its obligations or liable to the other Party for substantial noncompliance of this OLA as a result of a failure to perform if said performance is made impracticable due to an event of *Force Majeure*. The term "*Force Majeure*" means any cause reasonably beyond the Party's control, whether unforeseen, foreseen, foreseeable, or unforeseeable, including but not limited to: acts of God, fire, war,

insurrection, civil disturbance, epidemic, pandemic, or explosion; adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; restraint by court order or order of public authority; inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable application, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; governmental shutdown, lack of available appropriated funds, cancelation of government contracts, hiring freezes, legal restrictions, or related reasons; or labor disputes or strikes which are reasonably beyond the control of the Party seeking excuse from performance. The Party whose performance is affected by *Force Majeure* shall notify the other Party as soon as reasonably practicable. This notice shall include: (1) a description of the event causing the delay or anticipated delay; (2) an estimate of the anticipated length of the delay; (3) a description of the measures taken or to be taken to avoid or minimize the delay; and (4) a proposed timetable for the implementation of the measures or performance of the obligation. The affected entity shall make all reasonable efforts to promptly resume performance of the obligation. It shall provide verbal and written Notice when it resumes performance of the obligation.

9.11 Waiver

The failure of Seattle or the NPS to insist, on any occasion, upon strict performance of any provision of this OLA shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such entity.

9.12 Governing Law

The OLA shall be governed, construed, and enforced in accordance with federal law and regulation.

9.13 Availability of Funds

Nothing in this OLA shall be interpreted as, or constitute, a commitment or requirement that the NPS obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 and other applicable law. Nothing in this OLA is intended to or shall be construed to commit a federal official to expend federal funds not appropriated by Congress. Seattle's obligations in this OLA are subject to adequate funds being appropriated by the Seattle City Council.

9.14 Amendment of the OLA Upon Agreement of the Parties

This OLA may be amended at any time from the Effective Date through the term of the New License and any subsequent annual license(s), by written agreement of Seattle and the NPS, including any successors.

9.15 Section Titles for Convenience Only

The titles for the Sections of this OLA are used only for convenience of reference and organization, and shall not be used to modify, explain, or interpret any of the provisions of this OLA or the intentions of Seattle and the NPS. This OLA has been jointly drafted by

Seattle and the NPS and therefore shall be construed according to its plain meaning and not for or against any Party.

9.16 License Term

The parties have negotiated the provisions of the Relicensing Settlement Agreement and this OLA, including the financial calculations, under the assumption that FERC will issue a New License with a fifty-year (50-year) term. Accordingly, Seattle may actively advocate for a 50-year New License, and the NPS would not be opposed to a 50-year New License term. In the event that the New License includes a shorter term, the Parties agree to meet and confer about adjustments to payment schedules and each Party's obligations. Notwithstanding any provision of this OLA or the Relicensing Settlement Agreement, Seattle may seek rehearing and/or judicial review of any FERC order granting a New License term of less than 50 years.

9.17 Entire Agreement

This OLA contains the complete and exclusive agreement of Seattle and NPS with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, agreements in principle, and other writings made prior to the Effective Date of this OLA, with respect to its subject matter.

9.18 Signatory Authority

Each signatory to this OLA certifies that they are authorized to execute this OLA and to legally bind the entity they represent, and that such entity shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such entity.

9.19 Lobbying Prohibition

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related

restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

9.20 Member of Congress

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

9.21 No Employment Relationship

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Seattle or its representatives. No representative of Seattle shall perform any function or make any decision properly reserved by law or policy to the Federal government.

9.22 Agency

Seattle is not an agent or representative of the United States, the Department of the Interior, NPS, or NOCA, and Seattle will not represent itself as such to third parties. NPS employees are not agents of Seattle and will not act on behalf of Seattle.

IN WITNESS THEREOF,

Seattle and NPS, through their duly authorized representatives, have caused this OLA to be executed as of the date set forth in this OLA.

CITY OF SEATTLE

Date: _____

By: _____

Name: _____

Title: _____

U.S. NATIONAL PARK SERVICE

Date: 2/25/2026

By: **RANDOLPH LAVASSEUR** Digitally signed by RANDOLPH LAVASSEUR Date: 2026.02.25 09:45:44 -08'00'

Name: Randy Lavoisseur

Title: Regional Director (Acting)
Regions 8, 9, 10, 12