

**CITY OF SEATTLE**  
**ORDINANCE 126386**  
**COUNCIL BILL 120103**

AN ORDINANCE relating to the City Light Department; authorizing the Chief Executive Officer and General Manager to execute a long-term lease and operating agreement with the Georgetown Steam Plant Community Development Authority for the use and occupancy of the City's Georgetown Steam Plant property, a National Historic Landmark; allowing the Authority to assume regular public programming in the Georgetown Steam Plant for the purposes of historical interpretation as well as education in the areas of science, technology, education, arts, math, and related events, and also to provide continual general upkeep and stewardship of the Georgetown Steam Plant, including the addition of amenities enabling more and better community access.

WHEREAS, the Georgetown Steam Plant was built in 1906 to fuel Seattle's growing electric streetcar system and houses two of the only remaining Curtis vertical steam turbine generators left in place in the world; and

WHEREAS, the City Light Department has owned the Georgetown Steam Plant since 1951 and maintained its operation status as a power generating station for stand-by needs until 1974; and

WHEREAS, the Georgetown Steam Plant is listed on the National Register of Historic Places and has been designated a National Historical Mechanical Engineering Landmark, a National Historic Landmark and a Seattle Landmark; and

WHEREAS, City Light began providing free open houses and public guided tours of the Georgetown Steam Plant in October 2014 and has welcomed over 10,000 visitors since then; and

WHEREAS, the Georgetown Steam Plant has much more value as a museum and community resource for the public for the arts, education, and historic interpretation; and

1 WHEREAS, the Georgetown Steam Plant serves as a visual landmark within the Georgetown,  
2 Seattle neighborhood; and

3 WHEREAS, City Light has invested grant and other funds towards the preservation of the  
4 Georgetown Steam Plant; and

5 WHEREAS, City Light formed a Georgetown Steam Plant Advisory Committee, comprised of  
6 experts in business, historic preservation, arts and museum fields, and led a 14-month  
7 examination of potential actions to ensure a sustainable future for the Georgetown Steam  
8 Plant as a community amenity; and

9 WHEREAS, the Georgetown Steam Plant Advisory Committee recommended that City Light  
10 maintain ownership of the building and engage with an appropriate non-profit to provide  
11 regular public programming, education, and historical interpretation; and

12 WHEREAS, City Light accepted the committee's recommendation and wishes to transfer regular  
13 operations and programming of the decommissioned building to a non-profit partner so  
14 they may expand public use of the Georgetown Steam Plant as a museum and community  
15 resource, allowing fuller development and more community use of this valuable historic  
16 resource than would be possible with City Light operating it using ratepayer funds; and

17 WHEREAS, City Light issued a Request for Proposal seeking an appropriate partner to fulfill the  
18 advisory committee's recommendations; and

19 WHEREAS, City Light chose the respondent team led by Equinox Development Unlimited,  
20 LLC, as the community based organization with which to develop this partnership; and

21 WHEREAS, Equinox Development Unlimited, LLC, has incorporated a new non-profit in the  
22 State of Washington, called the Georgetown Steam Plant Community Development

1 Authority, for the sole purpose of programming, education, operation, use, and daily  
2 management of the Georgetown Steam Plant for the public; and

3 WHEREAS, City Light and the Georgetown Steam Plant Community Development Authority  
4 have defined permitted uses of the building and its current and future conditions, and the  
5 entities wish to contract through a long-term lease which enables the Georgetown Steam  
6 Plant Community Development Authority to provide increased public programming and  
7 access to community and diverse audiences; NOW, THEREFORE,

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

9 Section 1. The General Manager and Chief Executive Officer of the City Light  
10 Department, or designee, is authorized to execute for and on behalf of The City of Seattle a 30-  
11 year lease and operating agreement with up to two possible 15-year lease extensions with the  
12 Georgetown Steam Plant Community Development Authority for the use and occupancy of a  
13 portion of the Georgetown Steam Plant property, substantially the form of the agreement  
14 attached to this ordinance as Attachment 1, the exhibits to which contain the full legal  
15 description of the premises to be leased.

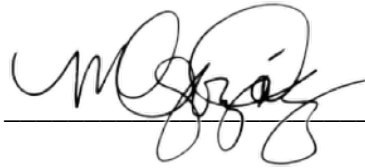
16 Section 2. It is anticipated that additional property rights in the future for access and use  
17 may become available to the City Light Department adjacent to the Georgetown Steam Plant  
18 property as detailed in Attachment 1. Should an access easement from King County for the  
19 Georgetown Steam Plant be granted to City Light or should City Light recall property from the  
20 Boeing Company under the terms of City Light's lease to the Boeing Company that was  
21 authorized by Ordinance 123965, the General Manager and Chief Executive Officer of the City  
22 Light Department, or designee, is authorized to add such easement or recalled property to the  
23 Georgetown Steam Plant property under the terms of this lease and operating agreement.

1           Section 3. The City Council finds that the Georgetown Steam Plant Community  
2 Development Authority is providing adequate consideration to City Light through the provision  
3 of services and full performance of its obligations related to use and occupancy of the  
4 Georgetown Steam Plant property and mutual and offsetting benefit commitments in the lease,  
5 which include: (i) operating the Georgetown Steam Plant as a non-profit partner of the City for  
6 the public benefit as a museum and community resource, and providing public tours and  
7 programs for the arts, education, and historical interpretation in keeping with its status as a  
8 National Historical Mechanical Engineering Landmark, a National Historic Landmark, and a  
9 Seattle Landmark; (ii) and performing certain improvements and maintenance of the  
10 decommissioned Georgetown Steam Plant building for day-to-day operations as a museum,  
11 historic landmark, and community resource.



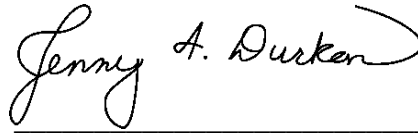
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 12th day of July, 2021,  
5 and signed by me in open session in authentication of its passage this 12th day of  
6 July, 2021.

7 

8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 16th day of July, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 16th day of July, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 – Lease and Operating Agreement for the Georgetown Steam Plant
- 3 Exhibit A – Legal Description of GTSP Property
- 4 Exhibit B – Map of GTSP Property
- 5 Exhibit C – Seattle Landmark Ordinance 111884 (Including Map Showing Boundaries)
- 6 Exhibit D – National Historic Landmark Designation (Designation Letter, Dated 9-13-
- 7 1984)
- 8 Exhibit E – Maximum Elevation for New Structures West of the GTSP Building
- 9 Exhibit F – Building for Culture Grant Agreement
- 10 Exhibit G – Contract for Heritage Capital Project 19-19
- 11 Exhibit H – Grant Agreement Number P19AP00599 between the United States
- 12 Department of Interior National Park Service and Seattle City Light
- 13

## **LEASE and OPERATING AGREEMENT FOR THE GEORGETOWN STEAM PLANT**

THIS LEASE AND OPERATING AGREEMENT (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **THE CITY OF SEATTLE** (“City”), a municipal corporation of the State of Washington, acting by and through its City Light Department (“City Light”), and the **GEORGETOWN STEAM PLANT COMMUNITY DEVELOPMENT AUTHORITY** (“Lessee”) a non-profit corporation organized under the laws of the State of Washington. The City or City Light, and Lessee shall collectively be referred to “the Parties.”

### **RECITALS**

Whereas, the Georgetown Steam Plant was built in 1906 to fuel Seattle’s growing electric streetcar system and houses two of the only remaining Curtis vertical steam turbine generators left in place in the world; and

Whereas, City Light has owned the Georgetown Steam Plant since 1951 and maintained its operational status for stand-by needs until 1974; and

Whereas, the Georgetown Steam Plant is listed on the National Register of Historic Places and has been designated as a National Historical Mechanical Engineering Landmark, a National Historic Landmark, and a Seattle Landmark; and

Whereas, City Light began providing free open houses and public guided tours of the Georgetown Steam Plant in October 2014 and has welcomed over 10,000 visitors since then; and

Whereas, the Georgetown Steam Plant has significant value as a museum and community resource for the public for the arts, education, and historic interpretation; and

Whereas, the Georgetown Steam Plant serves as a visual landmark within the Georgetown, Seattle neighborhood; and

Whereas, City Light has invested grant and other funds towards the preservation of the Georgetown Steam Plant; and

Whereas, City Light formed the Georgetown Steam Plant Advisory Committee (an external advisory committee of experts from the business, historic preservation, arts and museum fields) and led a fourteen-month examination of various actions to ensure a sustainable future for the Georgetown Steam Plant as a community amenity; and

Whereas, the Georgetown Steam Plant Advisory Committee recommended that City Light maintain ownership of the building and engage with an appropriate non-profit to provide regular public programming, education, and historical interpretation; and

Whereas, City Light accepted the committee’s recommendation and wishes to transfer regular operations and programming of the decommissioned building to a non-profit partner for public benefit; and

Whereas, City Light issued a Request for Proposal seeking an appropriate partner to fulfill the advisory committee’s recommendations; and

Whereas, City Light chose the respondent team led by Equinox Development Unlimited, LLC to develop this partnership for expanded public use of the Georgetown Steam Plant as a museum and community resource; and

Whereas, Equinox Development Unlimited, LLC, has incorporated a new non-profit in the State of Washington, called the Georgetown Steam Plant Community Development Authority, for the sole purpose of programming, education and daily management of the Georgetown Steam Plant for the public; and

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Lessee covenant and agree as follows:

1. **Lease Data; Exhibits.** The following terms shall have the following meanings, except as otherwise specifically modified in this Lease:

1.1 **Premises.** The following will be considered to be the “Premises” for the purposes of this Lease;

1.1.1 The Georgetown Steam Plant (“GTSP”) and its grounds, situated on real property legally described on Exhibit A.

1.1.2 Use of the present temporary access for ingress and egress to the GTSP as provided by King County (currently as of the Commencement Date as defined in Paragraph 1.2 of this Lease) from Ellis Ave S and S Warsaw St., and as may be relocated or altered during the term of the Lease.

1.1.3 Access across and parking upon City Light’s anticipated new access easement from King County International Airport (“KCIA”), subject to such easement being granted by KCIA and accepted by the City, including but not limited to ordinance of the Seattle City Council (“Anticipated Easement” or “GTSP Access Project”). The Anticipated Easement will be added to the Premises by amendment or other written instrument executed by both parties to this Lease, only if and when the Anticipated Easement is granted by King County and subsequently accepted by the City in accordance with this Paragraph 1.1.3.

1.1.4 Some or all of the approximately 10,000 square feet of the City’s property currently leased to the Boeing Company which, at the City’s sole discretion, may be recalled by the City from the Boeing Company in the future and

assigned to the Premises (to be added formally to the Premises by amendment or other written instrument if and when it is so recalled and assigned by the City in its sole discretion).

1.2 Commencement Date. This Lease shall commence on \_\_\_\_\_, \_\_\_\_, 202\_\_.

1.3 Termination Date. This Lease shall terminate on \_\_\_\_\_, \_\_\_\_, 20\_\_ (thirty (30)) years from the Commencement Date in Section 1.2 of this Lease, unless the Term of this Lease is extended pursuant to Section 4, or terminated earlier pursuant to Sections 23.2 or 26 of this Lease.

1.4 Rent and Additional Charges.

1.4.1 Rent: Consideration for this Lease shall be Lessee fully meeting its obligations under this Lease to the satisfaction of the City. Specifically, rent consideration shall include Lessee’s provision of certain services and full performance of its obligations related to the operation of the GTSP and other facilities as a historic building and museum as described in this Lease, including but not limited to public tours, historical interpretation, maintenance, janitorial and other public services.

1.4.2 Additional Charges: Whether or not so designated, all other sums due and payable to the City from Lessee under this Lease shall constitute Additional Charges, payable as specified in this Lease.

1.5 Notice Addresses.

To City: The City of Seattle  
City Light Department  
Attention: Chief Environmental Officer  
P.O. Box 34023

Seattle, WA 98124-4023

To Lessee: Equinox Development Unlimited  
Attention: Sam Farrazaino  
6555 5<sup>th</sup> Ave. S.  
Seattle, WA 98108

1.6 Exhibits. The following exhibits are made a part of this Lease:

Exhibit A - Legal Description of GTSP Property

Exhibit B – Map of GTSP Property

Exhibit C - Seattle Landmark Ordinance #111884 (including map showing boundaries)

Exhibit D - National Historic Landmark Designation (Designation Letter, dated 9/13/1984)

Exhibit E - Maximum Elevation for New Structures West of the GTSP Building

Exhibit F – Building for Culture Grant Agreement

Exhibit G – Contract for Heritage Capital Project 19-19

Exhibit H – Grant Agreement Number P19AP00599 between the United States Department of Interior National Park Service and Seattle City Light

## 2. **Premises.**

2.1 **Grant.** City hereby leases to Lessee and Lessee hereby leases from City the Premises referenced in Section 1.1.1, which are located on the real property described on Exhibit A and as shown on Exhibit B, attached to and incorporated into this Lease, and described in Section 1.1.2, and other future additions to the Premises as described in Sections 1.1.3 and 1.1.4.

2.2 **Condition.** City leases the Premises and Lessee accepts the Premises in its "AS-IS, WHERE IS" condition as of the Commencement Date of this Lease.

2.3 **Non-fixed equipment and materials.** The City and the Lessee have inspected the contents of the Premises and created an initial inventory reflecting non-fixed equipment and materials that the City has made available to the Lessee for its use for the term of this Lease. The inventory may be augmented in the future by the City. All such non-fixed equipment shall be returned in proper condition to the City upon termination of the Lease. The City will maintain the official database of the non-fixed equipment and materials ("Database"). City shall make the Database available to Lessee in a "read-only" configuration to facilitate Lessee's activities on the Premises. Should the Lessee move any of the historical non-fixed equipment or materials to a different location within the Premises, they will inform the City so that the City may update the Database. The Lessee may not deaccession or dispose of any of the non-fixed equipment or materials noted in the Database or within the GTSP, nor remove them from the Premises without prior written approval of the City.

2.4 Future Easement(s). After the Commencement Date, the City may receive easement(s) granted by King County, including but not limited to access easement(s) to the GTSP for the City, Lessee, and the public to replace the existing temporary access as described in paragraph 1.1.2. above. To the extent any proposed easement would adversely affect Lessee’s or the public’s access to the GTSP, or adversely affect Lessee’s operations within the GTSP building or property, the City shall seek Lessee’s written approval prior to accepting the easement(s). Subsequent to the City receiving such approval from Lessee, Lessee shall not take any action regarding the Premises that would violate any requirement or be inconsistent with the terms and conditions of the easement(s).

2.5 Parking. Parking in connection with the Permitted Use of the Premises is available on the east side of the GTSP building (east of the present gravel driveway) and to the south of the GTSP building. The lawn area east of the GTSP building on the west side of the present gravel driveway is reserved for other use. Once the proposed GTSP Access Project is complete and available under the terms of Section 1.1.3, there will be approximately 40 parking spaces available in that project area.

2.6 Permitted Uses. Lessee shall use the Premises in a manner that preserves this National and Seattle Historic Landmark per the Secretary of the Interior’s Standards for the Treatment of Historic Properties (SOIS), and Seattle Ordinance #111884, while:

- interpreting and protecting the Landmark and its history for the general public,
- fostering neighborhood identity and community pride.
- promoting arts, cultural activities, technological/engineering and other educational uses, and other community uses of and events/gatherings at the facility and its grounds,
- and promoting the participation and use of the Premises by the Georgetown and wider community, including historically underserved communities in Seattle.

2.7 Lessee shall not use the Premises for any purpose whatsoever other than the uses specifically permitted herein without the prior written consent of the City (collectively, the “Permitted Uses”).

2.8 Prohibited Activities. Lessee shall not construct, erect, permit or allow any permanent or temporary equipment which could interfere with the visual or instrument operations of approaching or departing aircraft to and from KCIA, including but not limited to glare from ground lighting, misleading lighting (i.e., lighting that could be mistaken as navigation lighting from the air), lasers, fireworks, or devices generating or creating electromagnetic interference that could interfere with radar or aircraft flying over and near the Premises, or the use of drones on or from the

Premises. No exterior illumination of the GTSP building or other future structures shall be allowed without the prior written approval of the City after consultation with the KCIA. The Lessee shall not locate or allow to be located any fuel handling or fuel storage equipment or facilities, or engage in or permit smoke generating activities anywhere on the Premises.

2.9 Alterations. The City reserves the right from time to time to: (i) install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters, equipment and facilities for utility services on or to the Premises; and (ii) protect, alter, improve, renovate, restore, or expand the Premises, including but not limited to any building on the Premises in any manner the City deems necessary or desirable. Lessee shall be permitted to make alterations to the Premises only as provided in Section 10 of this Lease.



3. **The Lessee’s Board.** The Lessee shall be subject to the oversight of a board which shall include at least the following members: (1) a representative of Equinox Studios COG; (2) a representative of a local historic preservation public development authority; (3) a representative of Seattle City Light (as a non-voting member); (4) a representative of a local community-based arts and cultural education non-profit organization; and (5) at least one local community representative. Given that the City of Seattle’s Race and Social Justice Initiative and Equity & Environment Initiative recognize that people of color, immigrant and refugee, limited-English proficient and low-income communities face the greatest threat to gentrification, displacement and institutional barriers, the make-up of the board membership shall be reflective of the ethnic, racial and economic diversity of the South Park and Georgetown neighborhood. Board members shall be appointed as outlined in the Lessee’s Bylaws.

4. **Lease Term.**

4.1 **Initial Term.** This Lease shall be for a term (“Lease Term” or “Term”) beginning on the Commencement Date specified in Subsection 1.2 and ending on the Expiration Date specified in Subsection 1.3, unless the Lease Term is terminated earlier in accordance with the provisions of this Lease or extended as provided in Subsection 4.2 below.

4.2 **Extended Terms.** The Parties may, upon mutual agreement and in writing, amend this Lease to extend this Lease for up to two successive individual extended term[s] of fifteen years [each] (“Extended Term[s]”) on the same terms and conditions set forth herein, or as amended in writing by the Parties. Either Party may request to extend the Lease Term by giving the other Party a written request for an Extended Term at least one hundred eighty (180) days prior to the end of the Lease Term. As used in this Lease, the “Lease Term” means the original term commencing on the Commencement Date and ending on the Expiration Date specified in Subsection 1.3, and any and all Extended Term[s] agreed upon by the City and Lessee.

5. **Lessee 's Operations.**

5.1 **Use of Premises.** Lessee shall use the Premises only for the Permitted Uses as defined herein. As City's willingness to enter into this Lease with Lessee was predicated, in part, on the nature of Lessee 's activities, and the compatibility of such activities with the preservation and public enjoyment of the Premises as an historic landmark facility, Lessee shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. Lessee shall maintain the Premises in a clean, orderly and neat fashion (provided that Lessee shall not be responsible for maintaining those portions of the Premises that are City's responsibility to maintain under terms of this Lease)], and shall neither commit waste nor permit any waste to be committed on or within the Premises. Lessee shall not permit any accumulation of trash on or about the Premises. Lessee shall not create or contribute to the creation of a nuisance within or on the Premises. Lessee shall have the discretion to set and charge fees for such Permitted Uses of the Premises by others.

5.2 Staff. Lessee shall provide qualified personnel or assign volunteers in sufficient numbers to meet their program staffing needs. Lessee shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to correct the situation. Lessee shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18 before they are hired. Lessee shall retain records of such background checks which will be available for inspection by the City upon request. Lessee shall provide City with written a list of the names and addresses of the members of its board of trustees and both paid and volunteer staff working at the GTSP at the beginning of each calendar year, and notify City of changes throughout the year. Paid or volunteer staffing should emphasize opportunities for local community members.

5.3 Management and Operations Plan. Each year during the term of the Lease, Lessee shall prepare and submit to the General Manager/Chief Executive Officer of Seattle City Light (“General Manager/CEO”) an annual plan for the management and operation of the Premises (the “Management and Operations Plan”). The annual Management and Operations Plan shall be consistent with and address the Permitted Uses described in Section 2.6. Management and Operations Plans shall be due on or before October 1<sup>st</sup> of each year of the Lease Term. City Light may offer comments on these Management and Operations Plans but such plans shall not be subject to City Light's approval. The Management and Operations Plan shall include such information as the General Manager/CEO may reasonably request from time to time, and, at a minimum, shall include a description of: (1) the previous year’s activities and programs, the revenue (including gross receipts derived from the sublicensing of the Premises) and expenses, programs offered, number of people served, outreach efforts to traditionally underserved communities, and improvements made to the Premises; and (2) the upcoming year’s programming, anticipated user fees/rental rates for third-party programming, the Lessee’s outreach program to traditionally underserved communities, and anticipated improvements to the Premises. Lessee may amend or modify the Management and Operations Plan from time to time upon prior written notice to the General Manager/CEO.

5.4 Compliance with Laws; Nondiscrimination.

5.4.1 General Obligation. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation, or for any purpose offensive to the standards of the community. Lessee shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises.

5.4.2 Nondiscrimination. Without limiting the generality of Subsection 4.4.1, Lessee agrees to and shall comply with all applicable 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, as may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

5.5 Vendors and Subcontractors. Given that the City of Seattle's Race and Social Justice Initiative and Equity & Environment Initiative recognize that people of color, immigrant and refugee, limited-English proficient and low-income communities face the greatest threat to gentrification, displacement and institutional barriers, the use of subcontractors and vendors that come from the local neighborhoods of South Park and Georgetown shall be prioritized.

5.6 Liens and Encumbrances. Lessee shall keep the Premises free and clear of, and shall indemnify, defend and hold City harmless from and against, any and all liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement or occupancy of the Premises by Lessee or any of its principals, officers, employees agents, contractors, subcontractors, or permittees or licensees. If any lien is so filed against the Premises, Lessee shall either cause the same to be fully discharged and released of record within ten (10) days after City's written demand for such discharge or release, or within such period, provide City with cash or other security acceptable to City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. City shall have the right to disburse such security to cause the removal of the lien if City deems it necessary, in City's sole discretion.

5.7 Hazardous Substances. Lessee shall not, without City's prior written consent, keep on or about the Premises any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Lessee shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City's request therefor, provide evidence satisfactory to City of Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by City and associated with City's inspections of the Premises and City's monitoring of Lessee's compliance with this Subsection 4.6, including City's attorneys' fees and costs, shall be Additional Charges and shall be due and payable to City within ten (10) days after City's demand therefor, if Lessee's violation of this Subsection 4.6 is discovered as a result of such inspection or monitoring. Lessee shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Lessee's use, disposal,

transportation, generation and/or sale of Hazardous Substances in or about the Premises. Lessee shall indemnify, defend and hold City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon City (as well as City's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Premises, except to the extent caused by the negligence of the City. The indemnification obligation of this subsection shall survive the termination of this Lease.

5.8 Inspection, Testing and Remediation of Existing Hazardous Substances. Lessee acknowledges and understands that the Premises have been the subject of past investigations, studies, testing, and remedial actions for Hazardous Substances pursuant to applicable state and federal laws and that such Hazardous Substances exist on the Premises as of the Commencement Date of this Lease ("Existing Hazardous Substances"). The City shall be responsible for any investigations or remedial actions for Existing Hazardous Substances and related costs during the term of this Lease, except for costs for investigations or remedial actions for Existing Hazardous Substances requested by the Lessee or to the extent caused or necessitated by the intentional acts or negligence of Lessee. The City reserves the right at any time with reasonable advance notice to Lessee, excluding emergencies, to evaluate, inspect, study, or test the Premises, including but not limited to structures, buildings, soil, and surface and groundwater on, within, or under the Premises for Hazardous Substances. The City also reserves the right, with reasonable advance notice to Lessee, to conduct remedial actions or cleanups of Hazardous Substances, whether voluntary, or required or ordered, by any government agency having authority to issue such an order or requirement. Any actions on the part of the City to investigate or perform remedial actions for Existing Hazardous Substances pursuant to this Section 5.8 during the term of this Lease shall in no way relieve or alter Lessee's obligations or liability under Section 5.7 of this Lease.

6. **Sale of Merchandise and Food.** Lessee may only sell general merchandise or food if such sales solely benefit Lessee and Lessee obtains all required approvals and permits. The sale and serving of all merchandise and food must comply with all applicable requirements and laws, such as those pertaining to health, serving and selling alcoholic beverages, fire and building safety. Sales of tobacco or cannabis products (including but not limited to e-cigarettes) are forbidden. Lessee shall obtain all required permits and comply with all applicable laws regarding the serving and sales of alcoholic beverages. Lessee shall retain records of such permits which will be available for inspection by the City upon request.

7. **Additional Concession Fee.** Commencing on the first (1st) anniversary of the Commencement Date, Lessee shall pay City Light annually, as an "Additional Charge", ten percent (10%) of gross receipts that are derived from its commercial use of the Premises during the immediately preceding one-year period. However, any of these gross receipts that are applied to the improvements to the Premises or to programming therein shall be excluded from the calculation of this Additional Charge. Lessee shall retain records of such gross receipts that are derived from the sublicensing of the

Premises and any application to the improvements of the Premises or the programming therein for a period of six years which will be available for inspection by the City upon request.

8. **Utilities.**

8.1 **General.** Lessee shall pay when due to the appropriate providers, all charges for utilities for the Premises, including but not limited to, electricity, water and sewer services and data and telecommunications services. Lessee will arrange and pay for portable toilet services as may be needed for users and visitors to the Premises.

8.2 **Refuse Collection; Recycling of Waste Materials.** Lessee shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar publicly accessible facilities and operations and to the General Manager/CEO's reasonable satisfaction. Lessee shall be responsible for proper storage and removal of trash, litter pickup and recycling consistent with City standards.

8.3 **Interruption.** City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, utility outage or interruption, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or to relieve Lessee from any of Lessee's obligations hereunder or to give Lessee a right of action against City for damages. Lessee acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Lessee's use of the Premises. City shall provide Lessee with not less than 48 hours' prior written notice of any City-planned electricity outage in the Premises. City has no obligation to provide emergency or backup power to Lessee. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Lessee.

9. **Licenses and Taxes.** Without any deduction or offset whatsoever, Lessee shall be liable for, and shall pay prior to delinquency, all taxes, license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises; Lessee shall be responsible for, and shall pay prior to delinquency, all fees, charges, or costs, for any governmental inspections or examinations relating to Lessee's use and occupancy of the Premises.

9.1 **Contests.** Lessee shall have the right to contest the amount and validity of any taxes by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving Lessee of its covenant to pay any such taxes. City shall not be subjected to any liability or for the payment of any costs or expenses in connection with any such proceeding brought by Lessee, and Lessee hereby covenants

to indemnify and hold City harmless from any such costs or expenses. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

10. **Alterations by Lessee**.

10.1 **General Requirements.** The Lessee shall not engage in, perform, cause or permit any ground or soil disturbing activity for any reason on the Premises without the express prior written consent of the City. In addition, Lessee shall not make any alterations, additions or improvements in or to the Premises, including but not limited to any new or existing buildings, structures, equipment or facilities without first submitting to City professionally-prepared plans and specifications for such work and obtaining City's prior written approval thereof. The City encourages the Lessee to informally consult with the City and appropriate review agencies prior to the submittal of such plans and specifications. Lessee understands and agrees that the City in its review and approval or rejection of such plans and specifications for any work on the Premises proposed by Lessee shall seek to ensure that said plans and specifications conform to the aforementioned SOIS. The Lessee and the City agree that in the development and review of the plans and specifications they will endeavor to rely on expertise that meets the Secretary of Interior's Professional Qualification Standards for Historic Architecture or Architectural History.

Lessee covenants that it will cause all alterations, additions and improvements to the Premises to be completed at Lessee's sole cost and expense by a contractor approved by City and in a manner that: (a) is consistent with the City-approved plans and specifications and any conditions imposed by City in its sole discretion in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for City's benefit with the City named as an additional insured on such insurance coverage; (d) does not adversely affect the structural integrity of the Premises or any of the Premises' systems; (e) does not adversely affect the preservation of the historic character defining features of the Premises or otherwise fail to conform to SOIS; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. Lessee shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and shall reimburse the City for any and all expenses incurred in connection therewith.

Lessee understands and agrees that "all government permits and approvals" includes required approvals from the City of Seattle Landmarks Preservation Board and from the Washington State Department of Archaeology and Historic Preservation (DAHP), that seeking such approvals will be the responsibility of the Lessee and that such approvals will be sought only after Lessee has received written approval for the work as described in this Section 10. If the Landmark Preservation Board or DAHP approve something other than what the City previously approved, then the Lessee shall request approval from the City of the revised plan before implementing it.

Lessee shall complete design and construction of all improvements and alterations within the Premises in compliance with all permitting and legal requirements, including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (“ADA”). Lessee expressly acknowledges that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that such instances, the ADA requirements shall control. Within ninety (90) days after the completion of any alteration, addition or improvement to the Premises, Lessee shall deliver to City a full set of "as-built" plans of the Premises showing the details of all alterations, additions and improvements made to the Premises by Lessee. Except as provided in Section 17 with regard to concurrent negligence, Lessee shall indemnify, defend and hold City harmless from and against all losses, liabilities, damages, liens, costs, penalties and expenses (including attorneys' fees, but without waiver of the duty to hold harmless) arising from or out of Lessee's performance of such alterations, additions and improvements, including, but not limited to, all which arise from or out of Lessee's breach of its obligations under terms of this Section 10. All alterations, additions and improvements (expressly including all light fixtures; heating and ventilation units; floor, window and wall coverings; and electrical wiring), except Lessee's moveable trade fixtures, exhibits, audio-visual equipment, appliances, and other equipment not affixed to the Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of City at the expiration or termination of this Lease without any obligation on its part to pay for any of the same. At City's request, Lessee shall execute a deed or bill of sale in favor of City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Lessee shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Lease if City specifically so directs Lessee.

#### 10.2 Limitations on placement of structures.

10.2.1 Existing structures on GTSP property. In the event that the Lessee makes any modifications or additions to the GTSP building for the purposes of improving the seismic or other safety aspects of the building, such additions shall not exceed the present height of the GTSP building. If the present portable classroom building on the east side of the GTSP is modified or replaced, its dimensions shall not exceed the present dimensions of the portable classroom building.

10.2.2 New buildings. In addition to the requirements of Section 10.1 the following restrictions on new buildings also apply:

10.2.2.1 No new buildings will be constructed in the area between the eastern property boundary and a line coincident with the eastern wall of the boiler room part of the GTSP building as projected to both the north and south boundaries of the property.

10.2.2.2 In the area west of a line coincident with the western wall of the boiler room part of the GTSP building as projected to the north and south boundaries of the property, new structures shall be subject to the

following height limitations: structures will not exceed the elevation of a surface starting at 19 feet elevation at the Initial Line as shown in Exhibit E, and increasing at a slope of one vertical foot for every seven horizontal feet measured perpendicular to the centerline and the extension of the centerline of Runway 14R of King County International Airport/Boeing Field.

10.2.2.3 The area between the eastern wall of the boiler room part of the GTSP building and its projection to the north and south, and the western wall of the boiler room part of the GTSP building and its projection to the north and south. Any new buildings in this area shall not exceed the height limits allowed by the Airport Height Overlay District (Seattle Municipal Code 23.64.)

## 11. **Historic Preservation Grant Requirements.**

11.1 Grants. Both parties recognize the important status of the GTSP as a Seattle Landmark (as detailed in Exhibit C) and as a National Historic Landmark (as detailed in Exhibit D.) The preservation of this unique resource is a shared goal of both parties. To that end, both parties recognize the value of third-party grants in advancing the purposes of this Lease and generally will support each other in the pursuit of appropriate grants. City Light and the Lessee shall consult with each other and coordinate their application for grants regarding the Premises.

11.2 Existing City Light obligations. City Light has obtained several grants for the preservation of the Premises. The agreements outlining the requirements of these grants are included in Exhibit F, G, and H. The Lessee shall not take any actions with regard to the Premises which would result in a violation of any requirements in these agreements.

11.3 Additional obligations for existing grant. The existing grant agreement included as Exhibit H requires the City to execute a Preservation Covenant/Easement (Easement). To the degree that this Easement would affect or constrain the Lessee's operations of the Premises, City Light shall obtain the approval of the Lessee by letter before entering into this Easement. Subsequent to City Light receiving this approval and entering into this Easement, the Lessee shall not take any actions with regard to the Premises which would result in a violation of any requirements of the Easement.

11.4 Future potential grants to City Light. City Light is seeking and may in the future seek additional grants for the preservation of the Premises. City Light will consult with the Lessee prior to applying for any such grants. To the degree that a future grant agreement would affect or constrain the Lessee's operations of the Premises, City Light shall obtain the approval of the Lessee by letter before executing such agreements. Subsequent to City Light receiving this approval and executing such agreement, the Lessee shall not take any actions with regard to the Premises which would result in a violation of any requirements in City Light's agreement for such future grant.



11.5 Future potential grants to Lessee. The Lessee may seek grants for its use of the Premises. The Lessee will consult with City Light prior to applying for any such grants. To the degree that a future grant agreement would affect or constrain actions regarding the Premises, the Lessee shall obtain the approval of City Light by letter before executing such agreements. Subsequent to the Lessee receiving this approval and executing such agreement, City Light shall not take any actions with regard to the Premises which would result in a violation of any requirements in the Lessee's agreement for such future grant

12. **Care of Premises.**

12.1 General Obligation. Lessee shall take good care of the Premises and shall reimburse City for all damage done to the Premises that results from any act or omission of Lessee or any of Lessee's officers, contractors, subcontractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass.

12.2 Joint Annual Inspection of Premises. In order that a high standard of physical appearance, operations, repair, and maintenance is maintained, the Parties shall conduct a joint inspection of the Premises, annually.

12.3 Custodial Service for Premises. Lessee shall at its own expense, at all times, keep the Premises and areas immediately adjacent thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Lessee shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Lease; Lessee shall provide all necessary janitorial service to adequately maintain the inside of such areas using a company approved by City. The Lessee shall submit its list of cleaning supplies, materials and procedures to the City for the City's approval as appropriate for use on historical surfaces and equipment. Lessee will be responsible for maintaining the grounds and landscaping of the Premises in good condition and presentable to the public at all times. The Lessee may not use insecticides and herbicides on the grounds and landscaping unless they are approved by the City.

If, after the City provides written notice to Lessee of Lessee's failure to comply with this Section, the City, at its option, may take any action to correct or mitigate Lessee's noncompliance, and in such event, upon receipt of written invoices from City, Lessee shall promptly pay the entire actual and reasonable cost thereof as an Additional Charge. City shall have the right to enter the Premises at any time for such purposes.

12.4 Use of tobacco and similar products. The use of tobacco or cannabis products (including but not limited to e-cigarettes) are forbidden within 25 feet of any structures on the Premises.

12.5 Routine Maintenance and Repair. Lessee shall arrange and pay all costs for routine maintenance and repairs to the Premises and all building systems thereof,

including but not limited to electrical and mechanical systems, glass, heating and plumbing systems, furniture, fixtures, equipment, and historical artifacts including but not limited to dials, sight glasses, instruments and controls. All work shall be performed in accordance with a plan approved by the General Manager/CEO and to the General Manager/CEO's reasonable satisfaction, and shall comply with all applicable laws, rules, regulations, and City policies and the historic preservation provisions of Section 10 of this agreement .

12.6 Major Maintenance and Repair.

12.6.1 City's Responsibility. City will provide and be responsible for the following maintenance and repair of the Premises:

1. All necessary maintenance and repairs to the roof of the Premises building.
2. All necessary maintenance and repairs to the exterior envelope of the Premises building.
3. All necessary maintenance and repairs to the exterior doors of the Premises building.
4. All maintenance and repairs to supporting columns, beams and floor as may be necessary to protect the integrity and safety of the Premises structure.
5. All necessary major maintenance and repairs to the electrical, heating, ventilation and plumbing system of the Premises building as they exist and to the level of functionality and operation that exists at the Commencement Date.
6. All necessary maintenance and repairs to the property's fencing and gates.
7. All necessary maintenance and repairs as necessary as a result of failure of electrical or mechanical systems of the Premises building as they exist and to the level of operation that exists at the Commencement Date, or the roof, exterior shell and exterior doors of the Premises building as they exist and to the condition and level of functionality that exists at the Commencement Date.

The City's responsibilities and obligations in this Section 12.6.1 will be limited to repairs that City in its sole discretion deems necessary, reasonable and provided for within the existing City staffing level and approved budget.

12.6.2 Lessee's responsibility. Lessee will provide and be responsible for:

1. All necessary maintenance and repairs to those components of the electrical, heating, ventilation and plumbing systems as the Lessee may have augmented or modified after the Commencement Date.
2. All necessary maintenance and repairs to the interior of the facility for any improvements that may have been installed or constructed by the Lessee, or are otherwise not included in 12.6.1 #4, above.
3. All necessary maintenance and repairs to any structures that the Lessee may add to the property outside the main Premises building.

12.7 Improvements. Notwithstanding the provisions of Section 12.6.1, the City shall not be responsible for the funding of improvements including but not limited to seismic or fire and life safety improvements as may be required by the Seattle Department of Construction and Inspection, though the City shall support the Lessee's pursuit of grant funds for these improvements by joining them in the application for such grants or by other reasonable efforts.

12.8 Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent. City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Lessee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without City's prior, express, written consent. City's consent to the installation of any such artwork may be granted, granted upon one or more conditions, or withheld in City's discretion

12.9 Lessee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990. Lessee shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 10.7 of this Lease; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by Lessee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

13. Communications of Board Actions. The Lessee will send to the City copies of any agendas and minutes of Lessee’s Board of Directors or Trustees meetings and proceedings, for which such agendas and/or minutes concern the Premises.

14. Security/keys/access cards.

- Initial period
  - The Lessee will initially use the City security system for the Premises.
  - The Lessees will submit requests to the City for initial and subsequent security badges, with adequate lead time.
  - The City will be responsible for operating and maintaining the security system.
  - The Lessee shall not touch, alter or repair the security system.
  - The Lessee shall abide by all of the City’s security procedures while the City’s security system remains in use.
- Future period
  - The Lessee may request to transition to a new system that would be their responsibility.
  - The City shall not unreasonably withhold their approval of this transition.
  - The construction, maintenance, operation and monitoring of this new system will be the sole responsibility of the Lessee.
  - The deinstallation of the existing system will be solely the responsibility of the City.
  - The City will be supplied with the needed number of security badges to operate any new, Lessee-managed security system.

15. Signs and Advertising.

15.1 Signs, Generally. Lessee shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the General Manager/CEO’s prior written consent. Lessee shall remove all signage at the expiration or earlier termination of this Lease and repair any damage or injury to the Premises. Signs affixed to the Steam Plant building or otherwise within the boundaries of the Seattle Landmark may also require the approval of the Seattle Landmarks Preservation Board under Section 10.

15.2 On-Premises Signs. Lessee may install permanent exterior signage only with the prior written approval of the General Manager/CEO. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning two weeks immediately before the event advertised, through the conclusion of such event. Exterior signage shall include the Premises’ name, Lessee’s name and the Seattle City Light logo.

15.3 Recognition. Lessee shall include a statement and the Seattle City Light logo on or in its printed materials stating, in effect, that: “The Georgetown Steam Plant is owned by Seattle City Light.”

16. **Surrender of Premises.**

16.1 **General Matters.** At the termination of the Lease, Lessee shall return the Premises to City in the same condition in which received on the Commencement Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by City pursuant to Section 9), except for reasonable wear and tear, and casualty and condemnation damages not resulting from or contributed to by the negligent or intentional acts or omissions of Lessee. Prior to such return, Lessee shall remove its moveable trade fixtures and appliances and equipment that have not been attached to the Premises and shall repair any damage resulting from their presence or removal. In no event shall Lessee remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by City in writing at the time when City's approval of their installation is issued. Lessee's obligations under this Section 16 shall survive the termination of this Lease. Lessee shall indemnify City for all damages and losses suffered as a result of Lessee's failure to remove any of Lessee's personal property, voice and data cables, wiring and communication lines and moveable trade fixtures and appliances, or failure to vacate and redeliver the Premises to the City on a timely basis.

16.2 **Cable and Wiring.** Notwithstanding any provision to the contrary in this Lease and if the City so directs, on or by the Termination Date, or if this Lease is terminated before the Termination Date, within fifteen (15) days after the effective termination date, whichever is earlier, Lessee shall remove all voice and data communication and transmission cables and wiring installed by or for Lessee to serve any telephone, computer or other equipment located in that portion of the Premises, which wiring and cabling shall include all of the same located within the interior and exterior walls and through or above the ceiling or through or below the floor of such portion of the Premises or located in any equipment room, vertical or horizontal riser, raceway, conduit, channel, or opening connecting to the portion of the Premises to be vacated and surrendered to City as of such Termination Date or earlier termination. Lessee shall leave the mud rings, face plates and floor boxes in place.

17. **Waiver; Indemnification.**

17.1 **Lessee's Indemnification.** Except as otherwise provided in this section, Lessee shall indemnify, defend (using legal counsel reasonably acceptable to City) and save City, and the City's elected officials, officers, agents, employees and contractors harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with: (i) Lessee's occupation, use or improvement of the Premises, or that of any of its employees, agents, invitees, licensees, volunteers, contractors or subcontractors, (ii) Lessee's breach of its obligations under this Lease, or (iii) any act or omission of Lessee or any subtenant,

licensee, assignee or concessionaire of Lessee, or of any officer, agent, employee, guest or invitee of any of the same in or about the Premises. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Lease Term shall survive termination of this Lease. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Lessee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide City with a full and complete indemnity from claims made by Lessee and its employees, to the extent of their negligence. Lessee shall promptly notify City of casualties or accidents occurring in or about the Premises. **CITY AND LESSEE ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION 17.**

17.2 Lessee's Release of Claims. Lessee hereby fully and completely waives and releases all claims against City to the extent a loss or damage is covered by insurance for any losses or other damages sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of equipment; any failure to make repairs; any defect, failure, surge in, or interruption of facilities or services; broken glass; water leakage; the collapse of any component; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Premises.

17.3 Limitation of Lessee's Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which City or Lessee (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises and Premises building, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; PROVIDED, HOWEVER, the limitations on indemnity set forth in this section shall automatically and without further act by either City or Lessee be deemed amended so as to remove any of the restrictions contained in this section no longer required by then applicable law.

18. **Insurance:**

18.1 **Lessee Furnished Coverages and Limits of Liability:** Lessee shall, at no expense to the City, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Lease.

**18.1.1 Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal/Advertising Injury Liability  
\$ 1,000,000 Damage to Premises Rented to You  
\$2,000,000 Liquor Liability for any events where alcohol will be served

Employers Liability / Washington Stop  
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer’s Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; “Claims Made” and “Modified Occurrence” policy forms are not acceptable.

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

**18.1.2 Automobile Liability insurance** at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

**18.1.3 Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.

**18.1.4 Workers' Compensation** insurance securing Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

**18.1.5 Property Insurance** under which the Lessee's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Lessee makes to the Premises are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Lessee's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). City shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.

18.1.6 In the event that the City deems insurance to be inadequate to protect Lessee and the City, Lessee shall increase coverages and/or liability limits as the City shall deem reasonably adequate within sixty (60) days after the date of written notice.

## **18.2 Terms and Conditions for Lessee's Insurance.**

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

**18.2.2 Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** Lessee's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Lessee's insurance



policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Lessee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Lessee's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Lessee's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Lessee or reduced and/or offset against the Agreement.

18.2.3 Cancellation Notice: Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The City and the Lessee mutually agree that for the purpose of RCW 48.18.290 (1) (b), for both liability and property insurance the City is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

18.2.4 Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A-:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

18.2.5 Deductible or Self-Insured Retention: Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the City. Lessee shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Lessee to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Lessee. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Lessee or a contracted third party claims administrator, Lessee agrees to defend and indemnify the City to

the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

### 18.3 Property Insurance Coverage and Limits.

18.3.1 City will maintain at its expense Property Insurance or self-insurance under which the Premises, excluding Lessee's Business Personal Property and Tenant Improvements, are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (including earthquake), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises. City's Property Insurance currently is subject to a \$250,000 deductible for most claims for which Lessee shall be responsible only to the proportional extent to which the loss or damage is attributable to Lessee's negligent acts that are, or should be, covered by Tenant's Fire/Tenant Legal Liability insurance.

18.3.2 During such time as Lessee is engaged in the performance of the Improvements or other renovation of the Premises, the Lessee shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder's risk policy, Lessee or its contractor(s) shall be responsible for paying any deductible under the policy if Lessee or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Lessee's responsibility to properly coordinate with the City's Risk Management Division the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

18.3.3 The City may change the terms of its insurance in Section 18.3.1 at any time based on market conditions, with no compensation due to the Lessee.

18.4 Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the City and Lessee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by the City or the Lessee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged

18.5 Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Lessee:

18.5.1 Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and

18.5.2 A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

18.5.3 A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

18.5.4 Pending receipt of the documentation specified in this Section 18, Lessee may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

Seattle City Light

Real Estate Services

P.O. Box 34023

Seattle, WA 98124-4023

The certificate holder shall be:

City of Seattle

Seattle City Light

Real Estate Services

P.O. Box 34023

Seattle, WA 98124-4023

18.6 Assumption of Property Risk. The placement and storage of Lessee's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Lessee.

18.7 Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Agreement.

18.8 Lessee's Responsibility: The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Lessee's liability hereunder. Notwithstanding said insurance, the Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Lessee, or any of its agents, officers and employees or through use or occupancy of the Premises.

19. **Assignment or Sublease.** Lessee shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior express written consent of City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without City's prior written consent, at City's option, shall be void. No assignment or sublease shall release Lessee from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to City. If Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Lessee's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If Lessee is a partnership, then a change in

general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

20. **Assignment by City.** If City sells or otherwise transfers the Premises or if City assigns its interest in this Lease, such purchaser, transferee, or assignee thereof shall be deemed to have assumed City's obligations under this Lease arising after the date of such transfer, and City shall thereupon be relieved of all liabilities under this Lease arising thereafter, but this Lease shall otherwise remain in full force and effect. Lessee shall attorn to City's successor, which assumes and agrees to perform all of City's obligations under this Lease.

21. **Destruction.** If the Premises are rendered partially or totally untenable by fire or other casualty, and if the damage is repairable within twenty-four (24) months from the date of the occurrence, then if insurance proceeds or self-insurance coverages are available to pay the full cost of the repairs (except for the deductible amounts) City shall repair the Premises; otherwise City may elect to terminate this Lease. Rent and Additional Charges shall be abated in the proportion that the untenable portion of the Premises bears to the whole thereof, as the City determines, for the period from the date of the casualty to the completion of the repairs. If the damage to the Premises is uninsured or cannot be repaired within twenty-four (24) months from the date of the occurrence, City or Lessee may terminate this Lease upon sixty (60) days' written notice to the other. If thirty percent (30%) or more of the Premises is destroyed or damaged, then, Lessee may elect to terminate this Lease upon written notice to City. City shall advise Lessee of City's election to terminate by giving notice to Lessee thereof within thirty (30) days after the occurrence. In the event of damage by casualty, Lessee shall, at its sole cost and expense, repair all damage to its own personal property. Except in the event of City's gross negligence, intentional misconduct or breach of this Lease, City shall not be liable to Lessee for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Premises.

22. **Eminent Domain.**

22.1 **Taking.** If all of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date Lessee is required to vacate the Premises and all Rent and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of Lessee, in the reasonable judgment of City, the Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after City gives Lessee written notice of the taking, and such termination shall be effective as of the date when Lessee is required to vacate the portion of the Premises so taken. If this Lease is so terminated, all Rent and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Lease is not terminated, City, at its

expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and Lessee, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premises to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Rent and Additional Charges payable hereunder shall be reduced from the date Lessee is required to partially vacate the Premises in the same proportion that the Lease area taken bears to the total Lease Area of the Premises prior to taking.

22.2 Award. Except as otherwise provided below, City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claim whatsoever against City for damages for termination of its leasehold interest in the Premises or for interference with its business. Lessee hereby grants and assigns to City any right Lessee may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as City, from time to time, may request. Lessee, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee in moving Lessee's merchandise, furniture, trade fixtures and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

23. **Default by Lessee**.

23.1 Definition. If Lessee violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Lease; or if Lessee files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Lessee's assets or if Lessee makes an assignment for the benefit of creditors, or if Lessee is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then Lessee shall be deemed in default ("Default").

23.2 City Remedies. If Lessee has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the General Manager/CEO within thirty (30) days after written notice thereof has been provided to Lessee, then City shall have the following nonexclusive rights and remedies at its option: (i) to cure such default on Lessee's behalf and at Lessee's sole expense and to charge Lessee for all actual and reasonable costs and expenses incurred by City in effecting such cure as an Additional Charge; (2) to terminate this Lease; provided, however, that if the nature of Lessee's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then Lessee shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

23.3 Reentry by City Upon Termination. Upon the termination of this Lease, City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions Lessee shall have no claim thereon or hereunder. Lessee shall be liable and shall reimburse City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If City retakes the Premises, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by City, including a public warehouse, at the expense and risk of Lessee. City shall have the right to sell such stored property, after reasonable prior notice to Lessee or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from Lessee to City; the balance, if any, shall be paid to Lessee.

23.4 Vacation or Abandonment. If Lessee vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after City (1) delivers a notice to Lessee's notice address set forth in Section 1.5 above demanding such re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by Lessee to City in writing, Lessee shall be in default under this Lease.

23.5 City's Non-exclusive Remedies upon Termination due to Default of Lessee. Notwithstanding any reentry by City and anything to the contrary in this Lease, in the event of the termination of this Lease due to the Default of Lessee, the liability of Lessee for all sums due under this Lease provided herein shall not be extinguished for the balance of the Term of this Lease. Lessee shall also be liable to City for any other amount (excluding consequential or specific damages) necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. The provisions of this Subsection 23.5 shall survive the expiration or earlier termination of this Lease.

24. **City's Remedies Cumulative; Waiver.** City's rights and remedies hereunder are not exclusive, but cumulative, and City's exercise of any right or remedy due to a default or breach by Lessee shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that City may have under this Lease or by law or in equity. Neither the acceptance of rent nor any other act or omission of City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive City of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time

that cause for cancellation or forfeiture may exist, or be construed so as to estop City at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

25. **Default by City.** City shall be in default if City fails to perform its obligations under this Lease within thirty (30) days after its receipt of notice of nonperformance from Lessee; provided, that if the default cannot reasonably be cured within the thirty (30) day period, City shall not be in default if City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon City's default, Lessee may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

26. **Termination for Convenience.** Notwithstanding anything else in this Lease to the contrary, the Lessee may, at any time and without liability of any kind to City, terminate this Lease upon ninety (90) days' written notice to.

27. **Attorneys' Fees.** If either party retains the services of an attorney in connection with enforcing the terms of this Lease, each party agrees to bear its own attorneys' fees and costs.

28. **Access by City.** City and its agents shall have the right to enter the Premises at any reasonable time to examine the same, and to show them to prospective purchasers, lenders or tenants, and to make such repairs, alterations, improvements, additions or improvements to the Premises [or Building] as City may deem necessary or desirable. If Lessee is not personally present to permit entry and an entry is necessary in an emergency, City may enter the same by master key or may forcibly enter the same, without rendering City liable therefor, except in the event of City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon City any duty of repair or other obligation not specifically stated in this Lease. Lessee shall change the locks to the Premises only through City and upon paying City for all actual and reasonable costs related thereto.

29. **Holding Over.** Unless otherwise agreed in writing by the parties hereto, any holding over by Lessee after the expiration of the Lease Term, whether or not consented to by City, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Either party may terminate any holdover tenancy by written notice delivered to the other party not later than twenty (20) days prior to the end of the final month. If Lessee fails to surrender the Premises upon the expiration or termination of this Lease without City's written consent, Lessee shall indemnify, defend and hold harmless City from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure. Lessee's obligations under this paragraph shall survive expiration or termination of this Lease.

30. **Notices.** Any notice, demand or request required hereunder shall be given in writing to the party's address set forth in Subsection 1.5 hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or



certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

31. **Successors or Assigns.** All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon City, Lessee and, subject to the terms of Sections 19 and 20, their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

32. **Authority and Liability.** Lessee warrants that this Lease has been duly authorized, executed and delivered by Lessee, and that Lessee has the requisite power and authority to enter into this Lease and perform its obligations hereunder. Lessee covenants to provide City with evidence of its authority and the authorization of this Lease upon request. All persons and entities named as Lessee herein shall be jointly and severally liable for Lessee's liabilities, covenants and agreements under this Lease.

33. **Partial Invalidity.** If any court determines that any provision of this Lease or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. **Force Majeure.** Neither City nor Lessee shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse Lessee from the timely payment of Additional Charges due hereunder, when due.

35. **Counterparts.** This parties may execute this Lease in counterparts, which, taken together, constitute the entire Lease.

36. **Headings.** The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

37. **Context.** Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

38. **Execution by City and Lessee; Effective Date.** Neither City nor Lessee shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Lease with particulars inserted. No contractual or other rights shall exist or be created between City and Lessee until all parties hereto have executed this Lease and the appropriate legislative authority approves it. This Lease shall become effective on the date (the “Effective Date”) on which this Lease is executed by City and Lessee and approved by the Seattle City Council. City shall have no liability to Lessee and shall have the right to terminate this Lease upon written notice to Lessee if this Lease is legislatively disapproved.

39. **Time of Essence; Time Calculation Method.** Time is of the essence with respect to this Lease. Except as otherwise specifically provided, any reference in this Lease to the word “day” means a “calendar day”; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Lease to the word “month” means “calendar month.”

40. **Continuous Operation.** Lessee shall keep the Premises open and use them to transact business with the public daily during hours as follows:

- A minimum of four hours per month.
- Increasing to a minimum of four hours per week, once such an expansion of use is approved by the Seattle Department of Construction and Inspection.
- or as otherwise may be approved by the General Manager/CEO.
- Subject to the General Manager/CEO’s prior approval, Lessee may, upon posting a written notice to the public of not less than one (1) week in duration prior to any approved closure, close the Premises or a portion thereof for a reasonable period for repairs or any approved remodeling, or for taking inventory. Lessee shall close to accommodate reasonable operational requirements of City’s business, upon thirty (30) days’ prior written notice to Lessee, and Lessee shall immediately close in the case of any emergency as determined by the General Manager/CEO ; provided, however, that if Lessee shall close pursuant to this sentence at the direction of City, and if Lessee remains closed at the direction of City for more than three (3) days, then Lessee’s Additional Charges shall be prorated for the duration of the closure in the proportion that the number of days of the closure bears to the number of days of the month. Lessee shall furnish an approved sign at the Premises entrance advising the public of any approved closure, unless closed at the direction of City.

41. **Standards.** Lessee recognizes that, although it is operating its facilities as an independent operator, City Light is organized and exists for the purpose of serving the public. Lessee, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility.

Lessee shall operate and conduct the facilities on the Premises in a businesslike manner, and will not permit any conduct on the part of Lessee's employees, which would be detrimental to City's operations.

42. **City's Control of Premises and Access Road** All common and other facilities provided by the City in or about the Premises are subject to the City's control and management. Accordingly, the City may do any and all of the following (among other activities in support of City Light's and other municipal objectives), all without the City unreasonably interfering with Lessee's operations and rights under this Lease:

42.1 The City may increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of walks, buildings, landscaping, service areas, and parking areas in and around the Premises;

42.2 The City may regulate all traffic within and adjacent to the Premises, including the access road between Ellis Avenue and the GTSP Building, and the operation and parking of vehicles of Lessee and its invitees, employees, contractors, agents, and guests.

42.3 The City may erect, display, and remove promotional, educational, or other informational materials and signs, and permit special events on, adjacent to, and nearby the Premises.

42.4 The City may promulgate, from time to time, reasonable rules, regulations, and policies regarding the use and occupancy of any City property, including but not limited to the Premises.

43. **Lessee's Records.** Lessee shall keep true, full, and accurate books of account setting forth Lessee's operations and receipts, together with any other information related to the rent consideration provided, or that will affect the determination of Additional Charges. City shall be allowed after five (5) days' prior written notice to Lessee to inspect Lessee's books of account at Lessee's office and to procure audits thereof by an auditor at City's sole cost and expense (except as provided below). If in the reasonable judgment of such auditor Lessee's books of account are incomplete or improperly reflect the information necessary for an accurate determination of the Rent, or if the audit shall show that the reports submitted by Lessee understated Lessee's receipts by more than three percent (3%) thereof for any year covered by the audit, the costs and fees for such audit shall be paid by Lessee to City. If an audit discloses any willful or intentional effort to understate Lessee's receipts, then, at City's option, Lessee may be required to surrender possession of the Premises under the provisions of Section 23 of this Lease. Lessee shall retain all books of accounting and any other

information that will affect the determination of Additional Charges for a period of six (6) years after the expiration or termination of this Lease, and Lessee shall make them available for inspection at Lessee's office within ten (10) days of City's prior written demand therefor. Lessee's obligations under this paragraph shall survive expiration or termination of this Lease.

#### 44. **Web Site and Social Media Resources**

Lessee shall take responsibility for the domain of the City's present GTSP website. The Lessee shall control the use of that domain and shall be responsible for the payment of any domain fees associated with the website. The City will maintain its separate web page on the GTSP and the two web pages shall reference each other.

Any existing or future social media accounts for the GTSP shall be considered as belonging to the Lessee, however the City and the Lessee shall both retain administrator access to any such accounts.

The Lessee shall operate their website and social media accounts in a manner consistent with City policy.

In the event the Lessee's use of the GTSP is terminated under Sections 4, 23, or 26, all website and social media accounts shall revert to the City.

#### 45. **Miscellaneous.**

45.1 **Entire Lease; Applicable Law.** This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of City and Lessee concerning the Premises, and there are no other agreements or understanding, oral or written, between City and Lessee concerning the Premises. Any subsequent modification or amendment of this Lease shall be binding upon City and Lessee only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with the laws of the State of Washington.

45.2 **Negotiated Lease.** The parties to this Lease acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Lease reviewed by their respective legal counsel, and that the terms and conditions of this Lease are not to be construed against any party on the basis of such party's draftsmanship thereof.

45.3 **No Third-Party Beneficiary Rights.** This Lease is neither intended to nor shall be construed to establish or give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained in this Lease or contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

**CITY:**

**LESSEE:**

**THE CITY OF SEATTLE**

**GEORGETOWN STEAM PLANT  
COMMUNITY DEVELOPMENT  
ASSOCIATION**

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

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

Print Name/Title: \_\_\_\_\_

\_\_\_\_\_

City Light Department

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the City Light Department of **THE CITY OF SEATTLE**, the party that executed the foregoing instrument as City, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
[Signature] [Printed Name]  
NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_  
\_\_\_\_\_.  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
) ss. (Acknowledgement for \_\_\_\_\_)  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the entity that executed the foregoing instrument as \_\_\_\_\_; and acknowledged to me that he signed the same as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and that he was authorized to execute said instrument for said entity.

WITNESS my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
[Signature] [Printed Name]  
NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**

**Legal Description of GTSP Property**

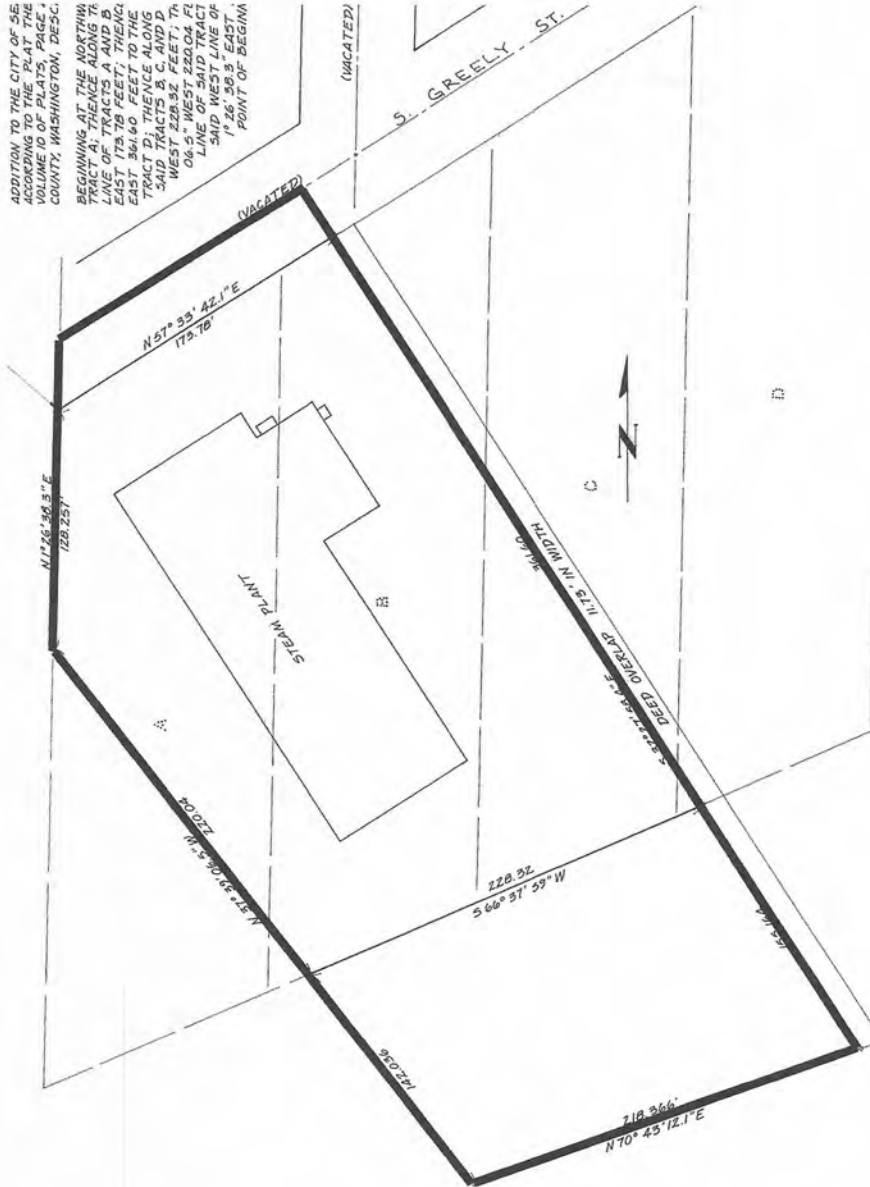
That portion of Tracts A, B, C and D, Queen Addition to the City of Seattle Supplemental, according to the plat thereof recorded in Volume 10 of Plats, page 29, Records of King County, Washington, described as follows:

Beginning at the Northwest corner of said Tract A; thence along the Northwesterly line of Tracts A and B North  $57^{\circ} 33' 42.1''$  East 173.78 feet; thence South  $32^{\circ} 27' 58.4''$  East 516.764 feet; thence South  $70^{\circ} 43' 12.1''$  West 218.366 feet; thence North  $37^{\circ} 39' 06.5''$  West 362.076 feet to the West line of said Tract A; thence along said West line of Tract A North  $1^{\circ} 26' 38.3''$  East 128.257 feet to the point of beginning.

And together with the South half of vacated S. Greely St. adjacent to the above described parcel.

## EXHIBIT B

### Map of GTSP Property





**EXHIBIT C**

**Seattle Landmark Ordinance #111884 (including map showing boundaries)**

RECORDED THIS DAY  
Oct 5 12 12 PM '84  
BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

JEF:jrs  
2/3/84

84/10/05 #0702 B  
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ORDINANCE 111884

AN ORDINANCE relating to historic preservation, imposing controls upon the Georgetown Steam Plant, a Landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code (Ordinance 106348).

WHEREAS, the Landmarks Ordinance, Chapter 25.12 of the Seattle Municipal Code (Ordinance 106348), establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, engineering or geographic importance; and

WHEREAS, The Landmarks Preservation Board after a public hearing on May 16, 1979, voted to approve the nomination of the Georgetown Steam Plant in Seattle as a Landmark under Code Chapter 25.12; and

WHEREAS, after a public hearing on July 15, 1981, the Board voted to approve the designation of the Georgetown Steam Plant as a Landmark under Code Chapter 25.12; and

WHEREAS, on November 18, 1981, the Board and the owners of the designated property agreed to controls and incentives; and

WHEREAS, the Board recommends to the City Council approval of controls and incentives; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the designation by the Landmarks Preservation Board of the Georgetown Steam Plant more particularly described as:

That portion of Tracts A, B, C and D, Queen Addition to the City of Seattle supplemental, according to the plat thereof recorded in Volume 10 of plats, page 29, records of King County, Washington, described as follows:

Beginning at the northwest corner of said Tract A; thence along the northwesterly line of Tracts A and B North 57°33'42.1" East 173.78 feet; thence South 32°27'58.4" East 361.60 feet to the South line of said Tract D; thence along the South line of said Tracts B, C, and D South 66°37'59" West 228.32 feet; thence North 37°39'06.5" West 220.04 feet to the West line of said Tract A; thence along said West line of Tract A North 1°26'38.3" East 128.257 feet to the point of beginning.

8410950702

1 as a Landmark based upon satisfaction of the following criteria  
2 of Code Section 25.12.350:

- 3 1.) It is associated in a significant way with a signifi-  
4 cant aspect of the cultural, political, or economic  
5 heritage of the community, city, state or nation; and
- 6 2.) It embodies the distinctive visible characteristics  
7 of an architectural style, or period, or of a method  
8 of construction;

is hereby acknowledged.

9 Section 2. The following controls upon alteration of the  
10 landmark are hereby imposed.

11 A Certificate of Approval must be obtained or the time for  
12 denying a Certificate of Approval must have expired before the  
13 owner may make any significant changes that would involve  
14 alterations to or deterioration of the following features of the  
15 Plant: The entire structure, all existing parts of the entire  
16 steam producing and electricity generating systems within the  
17 Plant, including all mechanical and electrical components,  
18 supports, auxiliary machinery, and such decorative features as  
19 original meters, panels and gauges. Any in-kind maintenance  
20 and repair of the above features and characteristics shall be  
excluded from the Certificate of Approval requirement.

21 Section 3. Enforcement of this Ordinance and penalties  
22 for its violation shall be as provided in Section 25.12.910 of  
the Seattle Municipal Code.

23 Section 4. The City Clerk is hereby directed to record this  
24 ordinance with the King County Director of Records and Elections,  
25 deliver two copies to the City Historic Preservation Officer,  
26 400 Yesler Building, and deliver one copy to the Director of  
27 the Department of Construction and Land Use.

28

(To be used for all Ordinances except Emergency.)

Return to  
FILED for Record at Request of

TIM HILL, CITY COMPTROLLER  
101 SEATTLE MUNICIPAL BUILDING  
SEATTLE, WA 98104

STATE OF WASHINGTON )  
COUNTY OF KING ) SS  
CITY OF SEATTLE )

I, TIM HILL, Comptroller and City Clerk of the City of Seattle, do hereby certify that the within and foregoing is a true and correct copy of the original instrument as the same appears on file, and of record in this department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The City of Seattle, this



TIM HILL  
Comptroller and City Clerk

By:

*Eust Dule*  
Deputy Clerk

8410050702

Section...5... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10<sup>th</sup> day of September, 1984,  
and signed by me in open session in authentication of its passage this 10<sup>th</sup> day of

September, 1984. *Manuel Rios*  
President of the City Council.

Approved by me this 17<sup>th</sup> day of September, 1984. *Charles Royce*  
Mayor.

Filed by me this 18<sup>th</sup> day of September, 1984

Attest: *Tim Hill*  
City Comptroller and City Clerk.

(SEAL)

Published.....

By: *Eust Dule*  
Deputy Clerk.

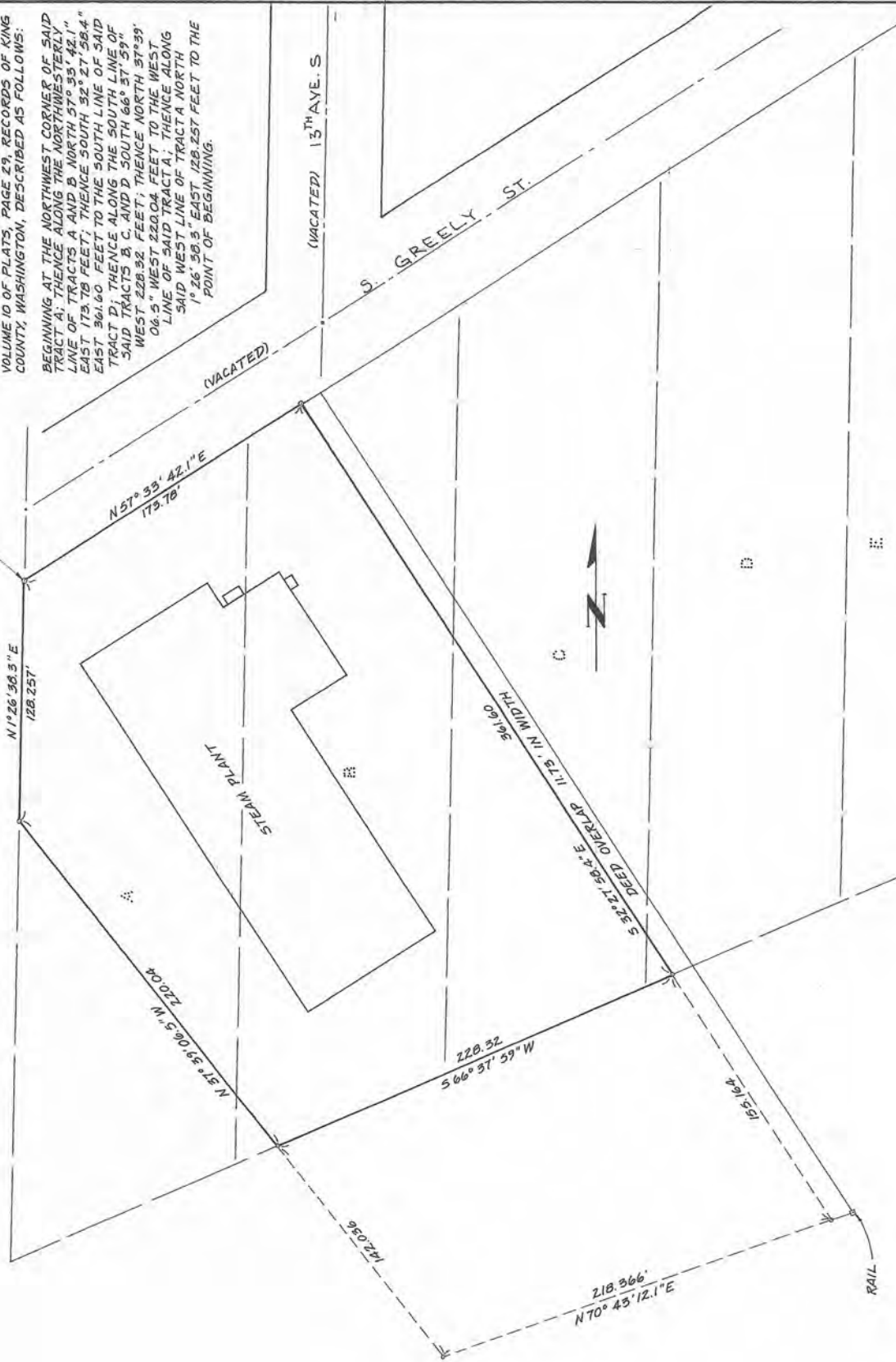
**REFERENCE**

1. C-5011 KING COUNTY TAKE
2. E-9523 LAMBERT COORDINATES
3. ME-26-M MAP OF GEO-TOWN PROPERTY
4. N.E. 1, 4; SECT. 29 - TWP. 24 - R4E - WM.

**LEGAL DESCRIPTION**

VI  
 THAT PORTION OF TRACTS A, B, C AND D, QUEEN ADDITION TO THE CITY OF SEATTLE SUPPLEMENTAL, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 29, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A; THENCE ALONG THE NORTHWESTERLY LINE OF TRACTS A AND B NORTH 57° 53' 42.1" EAST 173.78 FEET; THENCE SOUTH 92° 27' 58.4" EAST 96.60 FEET TO THE SOUTH LINE OF SAID TRACT D; THENCE ALONG THE SOUTH LINE OF SAID TRACTS B, C AND D SOUTH 66° 57' 59" WEST 228.32 FEET; THENCE NORTH 37° 39' 06.5" WEST 220.04 FEET TO THE WEST LINE OF SAID TRACT A; THENCE ALONG SAID WEST LINE OF TRACT A NORTH 1° 26' 56.5" EAST 128.257 FEET TO THE POINT OF BEGINNING.

RAIL  
 POINT OF BEGINNING  
 N.W. CORNER TRACT "A"



CITY OF SEATTLE CITY LIGHT DEPARTMENT		GEORGETOWN STEAM PLANT		CLASS <b>C</b>
HISTORICAL SITE		DRAWING NO. <b>C-6190</b>		
PROPERTY DESCRIPTION		SCALE 1" = 40'		
REV. DATE	DR. CK. APP.	DATE	DATE	REV. NO.
		10-11-83	10-11-83	
REVISIONS		APPROVED BY: <i>[Signature]</i>		

**EXHIBIT D**

**National Historic Landmark Designation (Designation Letter, dated 9/13/1984)**



703.4



# United States Department of the Interior

NATIONAL PARK SERVICE  
WASHINGTON, D.C. 20240

IN REPLY REFER TO:

H34(418)

SEP 13 1984

Honorable Charles Royer  
Mayor of Seattle  
1200 Municipal Building  
Seattle, Washington 98104

Dear Mayor Royer:

I am pleased to inform you that the property named on the attached sheet has been found to possess national significance in the history of the United States. As a result, the Secretary of the Interior has designated it a National Historic Landmark.

The purpose of Landmark designation is to identify and recognize nationally significant sites and to encourage their owners to preserve them. Landmarks are chosen after careful study by the National Park Service. They are evaluated by the National Park System Advisory Board and designated by the Secretary of the Interior in accordance with the Historic Sites Act of 1935 and the Historic Preservation Act of 1966, as amended.

Designation as a National Historic Landmark automatically places a property in the National Register of Historic Places, if it is not already so listed, and extends to it the safeguards and benefits provided by the National Historic Preservation Act of 1966, as amended, and other Federal laws protecting historic properties.

We are pleased to include this property on the roll of National Historic Landmarks, as a significant representative of our nation's heritage.

Sincerely,

*Edwin C. Bearss*

Edwin C. Bearss  
Chief Historian

Enclosure

IDENTICAL LETTERS HAVE BEEN SENT TO THOSE PEOPLE LISTED ON THE ATTACHED SHEET

cc: Ms. Karen Gordon  
Seattle Historic Preservation Officer  
Dept. of Community Development  
400 Yesler Building, 2nd Floor  
Seattle, Washington 98104

Ms. Laurie Lehman  
Seattle City Light Co.  
Environmental Affairs Division  
1015 Third Avenue  
Seattle, Washington 98104

Regional Director (PNWR)(9000)  
Pepin-Donat (WRO)(8000)  
400 Reading File

Comp (PNWR)(9000)  
001 Reading File  
418 GEORGETOWN STEAM PLANT (NHL)

### EXHIBIT E

#### Maximum Elevation for New Structures West of the GTSP Building

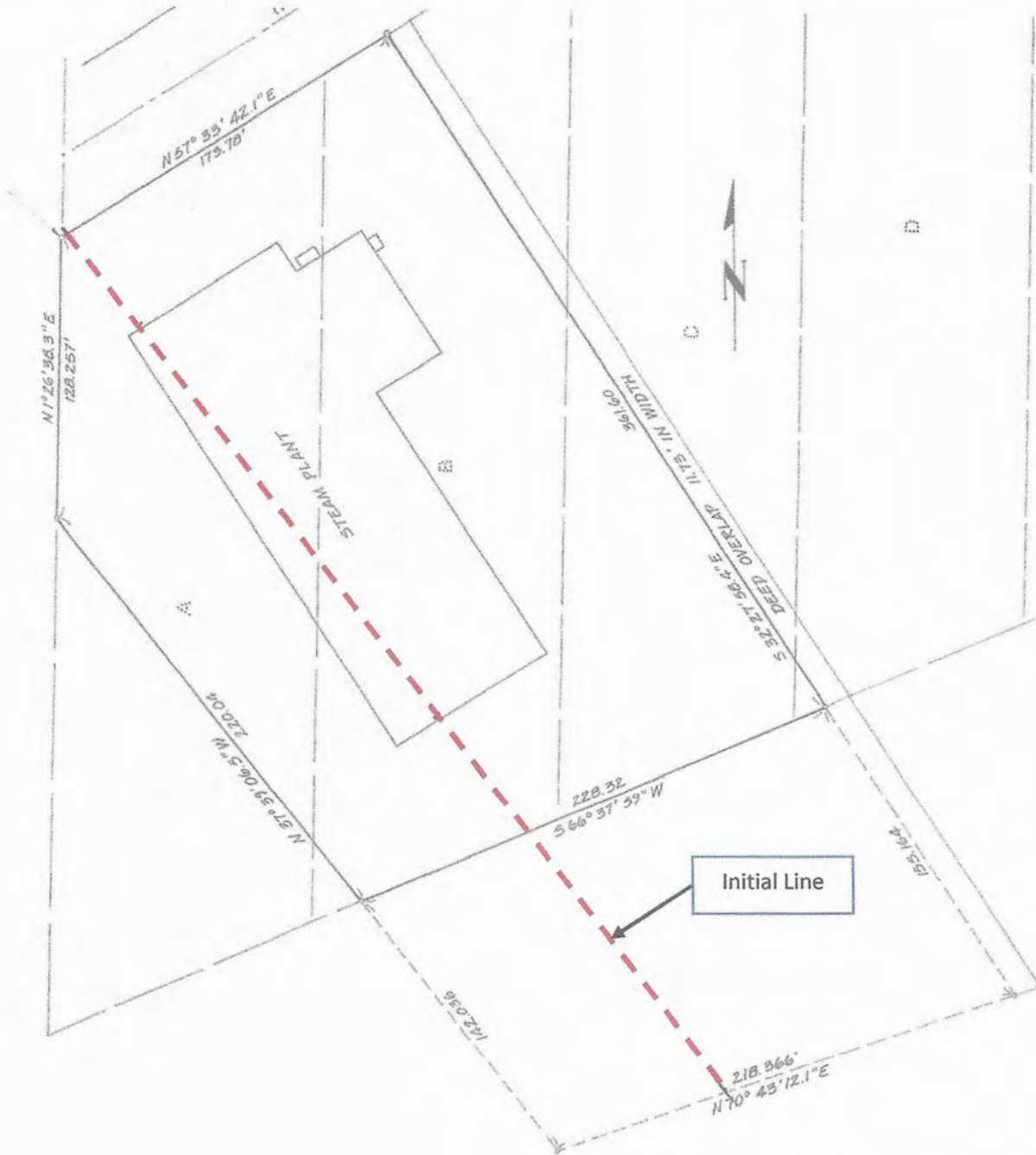




Exhibit F

Building for Culture Grant Agreement



## BUILDING FOR CULTURE GRANT INFORMATION

(TAX-EXEMPT BOND PROCEEDS)

TEL 206.296.7580  
FAX 206.296.8629  
V/TTY 711  
101 PREFONTAINE PL S  
SEATTLE WA 98104  
[WWW.4CULTURE.ORG](http://WWW.4CULTURE.ORG)

### GRANT RECIPIENT INFORMATION

Seattle City Light (Environmental Affairs)  
Rebecca Ossa  
Historic Resource Specialist  
PO Box 34023  
Seattle, Washington 98124-4023  
[rebecca.ossa@seattle.gov](mailto:rebecca.ossa@seattle.gov)  
(206) 684-3000

**Your Contract #: 115781P**  
K C Bonds Saving Landmarks - 300403  
Ordinance #: 18181

### PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$100,000.00 for the *Georgetown Steam Plant Historic Concrete Restoration* project. The contract starts on 01/01/16 and remains open until the Public Benefit is fulfilled.

For questions, contact Dana Phelan at [dana.phelan@4culture.org](mailto:dana.phelan@4culture.org) or (206) 263-1604.

### SCOPE OF WORK

4Culture, the Cultural Development Authority of King County, will reimburse Seattle City Light for satisfactory completion of the services and requirements specified below, in an amount not to exceed \$100,000.00, for expenses associated with the rehabilitation of Georgetown Steam Plant as described in the proposal attached to this contract. Payment will be made available in the following manner:

PHASE 1: \$100,000.00 for restoration and repairs to concrete on south elevation

Requests for reimbursement may be submitted in one or more invoices for multiple phases as costs are paid.

Accompanying the 4Culture invoice(s) for these expenses shall be documentation that identifies vendors and details the work performed and dates the expenses were incurred. Such documentation shall include, but is not limited to, proofs of purchase, work orders or receipts for purchases. Documented expenses must total twice (2X) the amount invoiced, in order to provide evidence of 1:1 match required under the terms of the grant. Expenses eligible for reimbursement may date back to July 25, 2015. Match may include expenses dating back to September 9, 2014.

NOTE: ONLY "CAPITAL COSTS" are eligible for reimbursement under this contract. All funds must support facilities intended for 10 year use and valued as depreciable assets, not expensable as part of annual operations.

**The following conditions apply:**

Design Review

Contractor shall obtain all applicable Landmark design review approvals prior to obtaining a building permit or commencing construction.

Construction Signage

During the duration of grant-funded work, Contractor will prominently display signage as provided by 4Culture in a location visible from the public right-of-way.

Photo Documentation

Contractor is responsible for project photo-documentation. Final reimbursement will not be made without submittal of required images: at least nine (9) digital images) showing before, during, and after conditions. Photos shall be of publishable quality for use by 4Culture to promote the Saving Landmarks grant program, and shall have captions with credits, and permission to publish.

**PUBLIC BENEFIT**

**Tax Parcel # 700670-0570**

4Culture is providing public funds for the rehabilitation of Georgetown Steam Plant, a designated City of Seattle Landmark located at 6605 13th Ave S, Seattle WA 98101.

To ensure that the citizens of the region receive real economic value in consideration for said funding, Seattle City Light (the CONTRACTOR) and his/her assigns and heirs shall be obligated to provide substantial benefits to the public.

Contractor agrees to provide the following public benefit for the duration of the useful life of the Landmark:

1. Contractor shall preserve and maintain Georgetown Steam Plant as a City of Seattle Landmark, as defined in Seattle Municipal Code (SMC) 25.12. All future restoration or rehabilitation work undertaken on the property must comply with SMC 25.12.080.
2. Contractor will pro-actively maintain in good condition the physical condition of the building or structure that is the subject of the Project, for a period of ten (10) years, commencing January 1, 2016, and concluding December 31, 2025. Contractor agrees to permit staff of 4Culture, with adequate notice, to visit the property to assess the maintenance of the building.
3. Contractor will provide written notice to 4Culture of any circumstances which prevent the Contractor from complying with this requirement.

**GRANT RECIPIENT INSTRUCTIONS**

Please electronically sign this Agreement within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Agreement. If there is an error in the document, or if you need to request changes in your Scope of Work or other items, please contact your Program Manager listed above.

1. **SCOPE OF WORK** - Please review the information, Scope of Work, and Public Benefit sections above carefully. These explain the work you are agreeing to perform in accordance with the application you submitted to 4Culture.
2. **ENCLOSURES** – Please download and complete any required enclosures listed below and e-mail to 4Culture at [attachments@4culture.org](mailto:attachments@4culture.org). Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
  - a. **Items to be returned at the time you sign the Agreement:**
    - W-9
    - Certificate Of Liability Insurance or Letter of Self Insurance
    - If your property is owned by an individual or for-profit business: Legal description of real property on which Project is located  
(Contact staff if you are not able to provide this information)
3. **REQUESTING PAYMENT** - Once your 4Culture contract is signed by both you and 4Culture, your new grant will be listed in your account at [apply.4culture.org](http://apply.4culture.org) under the Manage Awards section along with any prior awards. To be reimbursed for your project expenses, follow the “Request Payment” button link next to the relevant contract and complete the Payment Request form.

You may submit a request for either a partial payment or final payment per the Scope of Work detailed in this contract. It is up to you to track the remaining balance in a grant. You will not see it listed in this system. If you need that information, please contact [Debra Twersky](#).

Provide a brief description of the work done under this invoice and how it relates to your facilities project, or if a final request, how the project is impacting your organization, under the “public benefit” section of the invoice form. Provide dates that the work took place. That information is the only narrative report you’ll provide.

You must upload these required attachments for a Building For Culture invoice:

- Receipt(s) for all work done as part of this payment request that equal or exceed the total amount you are requesting. If you have a lengthy list of PDFs please include an excel or adding machine tape totaling the receipts and gang together receipts whenever possible
- With your final invoice: One or two photographs of the project

- If you were asked to provide additional documents when you signed the contract such as a W-9 Form, a Certificate of Liability naming 4Culture as additional insured, or, for public entities, a letter of self-insurance, you should have sent those in already.
- You may also need to provide us with a legal description of the site of your project before we can make a payment if you are making improvements to privately owned property. Your program manager will advise you about this requirement.
- If your project involves rehabilitation of an historic property you will be required to provide verification that your improvements are Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

Once you have submitted your Payment Request electronically, your program manager is notified by the system – you do not need to email us. He or she will review and approve the invoice, and we will send you a check (usually within 14 days). If any of the forms are filled out incorrectly, we will contact you.

**4CULTURE WILL NOT REIMBURSE YOU FOR ANY COSTS THAT ARE NOT CAPITAL COSTS.**

4. **4CULTURE LOGO** – for details of the requirements for acknowledging 4Culture support, please refer to Section II, D. of the Agreement. The 4Culture logo is available for download in PDF, EPS, and Jpeg formats.
5. **SIGNATURE** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the Agreement at DocuSign. A copy of the Agreement will be e-mailed to you as a PDF after it has been signed by 4Culture’s Executive Director.



**BUILDING FOR CULTURE GRANT AGREEMENT  
(TAX-EXEMPT BOND PROCEEDS)**

This BUILDING FOR CULTURE GRANT AGREEMENT (this "Agreement") is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4CULTURE"), whose address is 101 Prefontaine Pl S, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Grant Recipient as named on the attached Grant Information Sheet. Grant Recipient is an arts, cultural, heritage and preservation nonprofit organization, local public agency or owner of designated historic structures within King County qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180.

**BACKGROUND**

In the summer of 2015, 4Culture and King County (the "County") established the Building for Culture Program, a partnership to provide capital grant funding to arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County.

4Culture subsequently solicited proposals from arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County for Building for Culture grant funding to support such cultural facilities capital projects.

The County and 4Culture entered into an Agreement for Implementation of the Building for Culture Program, dated December 4, 2015 (the "Implementation Agreement") formalizing the Building for Culture Program. The Implementation Agreement designates the Building for Culture Program projects, including the approved grant recipients and grant amounts. In the Implementation Agreement, the County agreed to provide Bond financing for the Building for Culture Program, the debt service for which will be paid with certain Hotel-Motel Tax Revenues. 4Culture agreed to administer the Building for Culture Program, including negotiating and entering into grant agreements pursuant to which 4Culture will distribute Bond proceeds to grant recipients.

To provide funds for the Building for Culture Program, the County enacted Ordinance 18180 (the "Bond Ordinance"), which authorized the issuance and public sale of one or more Series of limited tax general obligation bonds of the County in an aggregate original principal amount not to exceed \$29,000,000. Any Series of Bonds may be issued and sold as either Tax-Exempt Bonds or Taxable Bonds, as determined by the County Finance Director. The County expects to issue a Series of Tax-Exempt Bonds and a Series of Taxable Bonds on February 23, 2016.

Grant Recipient's Project was approved for funding pursuant to the Implementation Agreement.

Under this Agreement, Grant Recipient shall utilize grant funds for the Project to build, maintain, expand, preserve and/or improve new and/or existing cultural facilities in King County. The legislative authority of 4Culture has found and declared that in so doing, the Grant Recipient will enhance access to art museums, cultural museums, heritage museums, historic structures, and/or the performing arts for the benefit of the people of King County. The legislative authority of 4Culture has further found and declared that such use of such grant

funds is consistent with the purposes set forth in RCW 67.28.180 (“Public Benefits”). The legislative authority of 4Culture has also further found and declared that providing funds to Grant Recipient to reimburse Project Costs in consideration of providing the Public Benefits hereunder constitutes a public purpose within the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

## AGREEMENT

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

### I. DEFINITION OF KEY TERMS

The following capitalized terms, not otherwise expressly defined in this Agreement, shall have the meanings assigned below.

*Bonds* means limited tax general obligation bonds of the County issued to provide financing for the Building for Culture Program and to pay costs of issuing the Bonds.

*Code* means the federal Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service.

*Grant* means the grant of funds to the Grant Recipient for the Project in the aggregate amount set forth on the attached Grant Information sheet.

*Hotel-Motel Tax Revenues* means all of those revenues generated by the tax authorized by RCW 67.28.180.

*Project* means the Grant Recipient’s Building for Culture Program project identified on the attached Grant Information Sheet and as described generally by a Project Proposal and Budget made by the Grant Recipient, and more specifically by a final agreed upon Project Scope of Work as drafted by 4Culture, including an identified Public Benefit.

*Project Costs* means Grant Recipient’s actual Project Costs to the extent those costs are (a) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, (b) reasonable, necessary and directly used for the Project, and (c) eligible or permitted uses of the Grant under the legislative acts of the County and 4Culture authorizing the Building for Culture Program, including, without limitation, the Bond Ordinance and under this Agreement. Project Costs do not include internal costs charged to the Project by Grant Recipient or payments made to Related Parties.

*Related Parties* means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

*Series or Series of Bonds* means a series of Bonds issued pursuant to the Bond Ordinance.

*Taxable Bonds* means Bonds of any series determined to be issued on a taxable basis pursuant to the Bond Ordinance.

*Tax-Exempt Bonds* means Bonds of any series determined to be issued on a tax-exempt basis pursuant to the Bond Ordinance.

## II. BUILDING FOR CULTURE GRANT PROJECT SCOPE OF WORK

- A. The Grant Recipient shall undertake the Project and comply with the requirements set forth hereinafter and in the Project Scope of Work set forth in the Grant Information sheet attached to this Agreement.
- B. Funds awarded under this Agreement shall be used solely to reimburse the Grant Recipient for Project Costs incurred expressly and solely in accordance with the Project Proposal and Budget. Any amendment or modification to the Project Proposal and Budget or the Project Scope of Work must be approved in writing by 4Culture. No expenditures made prior to July 25, 2015 (60 days before the Executive Finance Committee of the County adopted its "Official Intent" motion concerning expenditures associated with the Building for Culture Program bonds program on September 23, 2015) for Project Costs will be reimbursed.
- C. County Reallocation of Grant Funds. Grant Recipient acknowledges that, pursuant to Section 6 of the Implementation Agreement, (i) if within twenty-four (24) months following the date of issuance of the Bonds, 4Culture advises the County that the Grant Recipient will not be able expend a sufficient amount of reimbursable funds on its Project to enable 4Culture to reimburse Grant Recipient for the full amount of its Grant funds within thirty-six (36) months following the date of issuance of the Bonds or (ii) if any allocated funds remain unexpended upon the completion or termination of a Project, then the County may reallocate such unexpended funds to other Building for Culture Projects or to pay, redeem or defease Bonds. In such event, and if the County elects to reallocate such funds, this Agreement shall be modified to reduce the amount of Grant funds available to the Project. Grant Recipient shall exercise its best efforts in a timely manner to keep 4Culture informed as to Grant Recipient's progress in completing the Project.
- D. The Grant Recipient agrees to use any improvement acquired, constructed, or improved and any fixed assets purchased through this Agreement to provide Public Benefits for the term of this Agreement. Should the Grant Recipient, prior to the expiration of this period, dissolve its operations, relocate outside of King County or determine that it no longer needs the improvement acquired, constructed or improved or the equipment purchased hereunder, Grant Recipient shall notify 4Culture thereof and, upon 4Culture's request, without limiting any remedy at law or in equity otherwise available to 4Culture, such improvements (to the extent practicable) and such equipment shall be transferred, without additional consideration to a King County based non-profit art, cultural or historic organization selected by 4Culture in its sole discretion.



- E. Grant Recipient agrees to acknowledge 4Culture support in any permanent signage produced for the Project, and all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this Agreement is in force, either with the credit line “this project was supported, in part, by an award from 4Culture/King County Building for Culture Program”, and/or by the use of the 4Culture logo.
- F. The Grant Recipient agrees to notify 4Culture whenever possible in advance of any Project Public Benefit activities, ground breaking events or dedications.
- G. Any Project involving construction, restoration or rehabilitation work on an historic structure is subject to the following additional requirements:
  - 1. Any rehabilitation and/or restoration project involving an historic resource listed on the National Register of Historic Places or a local landmarks register, or determined eligible for said registers including a resource in process of nomination, must adhere to *The Secretary of the Interior's Standards for Treatment of Historic Properties*.
  - 2. Any rehabilitation and/or restoration project that would affect any designated feature(s) of significance of a King County Landmark or local landmark designated by way of an interlocal agreement for preservation services with the County, including a contributing property located within an historic district, must obtain a *Certificate of Appropriateness (COA)* from the King County Landmarks Commission prior to obtaining a building permit or commencing construction.
  - 3. Any rehabilitation and/or restoration project that would affect a designated landmark located in a jurisdiction that is a Certified Local Government (CLG) with professional staff, must provide evidence that it has received any formal approval required by law from a qualified design review board prior to obtaining a building permit or commencing construction.
  - 4. Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

### III. DURATION OF AGREEMENT

This Agreement shall commence on the date noted on the Grant Information Sheet and shall terminate upon the later of (1) the tenth anniversary of the completion of the Project Scope of Work and payment of the final invoice therefor or (2) the termination of the Implementation Agreement (fifteen (15) years following the first date of issuance of any Series of Bonds, or the longest term of any Series of Bonds, whichever is longer). This Agreement, however, may be terminated earlier as provided in Section V hereof.

**IV. GRANT DISBURSEMENT AND METHOD OF PAYMENT**

- A. 4Culture shall make disbursements of Grant funds in an aggregate amount as indicated on the Grant Information Sheet solely to reimburse the Grant Recipient for its actual and authorized expenditures incurred in satisfactorily completing the Project Scope of Work and otherwise fulfilling all requirements specified in this Agreement.
- B. If the approved Project Scope of Work expressly specifies distinct phases of the Project for cost reimbursement, Grant Recipient may apply to 4Culture for reimbursement upon completion of each such specified phase instead of waiting until completion of the entire Project.
- C. All invoices for reimbursement shall include documentation that identifies vendors, details costs for labor and materials and specifies the equipment purchased pursuant to this Agreement (make and model #). Such documentation shall include, but may not be limited to, purchase orders or receipts for purchases.
- D. Accompanying the final invoice for the project, the Grant Recipient shall also submit a brief project status report and digital images of publishable quality for use by 4Culture to publicize the Building for Culture Program. Technical specifications required for image files are available in the "Manage Your Award" section of the 4Culture website.
- E. All Grant disbursements are subject to site inspection and approval by 4Culture.
- F. If the Grant Recipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services agreed to herein, 4Culture may withhold any disbursement of Grant funds to the Grant Recipient until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of the 4Culture right to terminate this Agreement as provided in Section V, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

**V. TERMINATION OF AGREEMENT**

- A. If, through any cause, the Grant Recipient shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if the Grant Recipient shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Grant Recipient describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Grant Recipient has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

- B. Reimbursement for Project Costs incurred by the Grant Recipient, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.
  
- C. In the event of termination for cause, the Grant Recipient shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Grant Recipient by 4Culture and all equipment, personal property and trade fixtures acquired as part of the Project Scope of Work.

**VI. [RESERVED]**

**VII. MAINTENANCE OF RECORDS**

- A. The Grant Recipient shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all Grant funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.
  
- B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

**VIII. AUDITS AND EVALUATIONS**

- A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture, the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.
  
- B. The Grant Recipient shall provide right of access to its facilities, including by any subcontractor to 4Culture, the County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Grant Recipient in the case of fiscal audits to be conducted by 4Culture.
  
- C. The Grant Recipient agrees to cooperate with 4Culture in the evaluation of the Grant Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with Chapter 42.56 RCW (Public Records Act).

**IX. FUTURE SUPPORT**

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

**X. OWNERSHIP OF PROJECT**

Grant Recipient and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. Grant Recipient shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Grant Recipient's obligations to such third parties.

**XI. GRANT RECIPIENT IS INDEPENDENT CONTRACTOR**

In providing services under this Agreement, the Grant Recipient is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Grant Recipient nor its officers, agents or employees are employees of the 4Culture for any purpose. The Grant Recipient shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Grant Recipient is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Grant Recipient and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Grant Recipient, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Grant Recipient shall protect, defend, indemnify and save harmless 4Culture and the County and their respective officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Grant Recipient of work, services, materials, or supplies by Grant Recipient employees or other suppliers in connection with or support of the performance of this Agreement. The Grant Recipient shall also defend, indemnify, and save harmless 4Culture and the County and their respective its officers, agents, and employees, from and against any and all claims made by Grant Recipient's employees arising from their employment with Grant Recipient.

**XII. HOLD HARMLESS AND INDEMNIFICATION**

To the full extent provided by applicable law, the Grant Recipient shall protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Grant Recipient, its officers, employees, and/or agents, except to the extent resulting from 4Culture's or the County's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway,

road, railroad, excavation, or other structure, project, development, or improvement attached to real estate” within the meaning of RCW 4.24.225, the Grant Recipient shall so protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents only to the extent of the Grant Recipient's, its officers', employees', and/or agents' negligence.



The Grant Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. In the event 4Culture or the County incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Grant Recipient.

### **XIII. INSURANCE REQUIREMENTS**

- A. Grant Recipient shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Grant Recipient, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Grant Recipient or subcontractors. Each policy shall be written on an "Occurrence" basis.
- B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.
- C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall be the sole responsibility of the Grant Recipient. Self-insured entities may provide a letter attesting to that fact in lieu of a COLI.

- D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability Policies
  - a) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Grant Recipient in connection with this Agreement.
  - b) To the extent of the Grant Recipient's negligence, the Grant Recipient's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Grant Recipient's insurance or benefit the Grant Recipient in any way.
  - c) The Grant Recipient's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this Agreement. No material change, or cancellation or nonrenewal of any policy required by this Agreement shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit documentation evidencing compliance with all requirements set forth above.

**XIV. CONFLICT OF INTEREST**

Chapter 42.23 RCW (Code Of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Grant Recipient agrees to abide by all the conditions of said Chapter. Failure by the Grant Recipient to comply with any requirements of such Chapter shall be a material breach of contract.

In addition, Grant Recipient represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Project Scope of Work funded herein, has or shall have any beneficial interest, directly or indirectly, in this Agreement. The Grant Recipient further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Grant Recipient shall take all appropriate steps to assure compliance with this provision.

**XV. NONDISCRIMINATION**

During the performance of this Agreement, Grant Recipient agrees that it shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualifications. Notwithstanding the definition of contract as set forth in K.C.C. chapter 12.19, the provisions of that chapter and related administrative rules shall apply to this Agreement and are incorporated herein by this reference. They are also available online at:

[http://kingcounty.gov/operations/procurement/services/equal\\_benefits.aspx](http://kingcounty.gov/operations/procurement/services/equal_benefits.aspx)

Grant Recipient shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements with the County and/or 4Culture.

The Grant Recipient shall maintain, until 12 months after completion of all work under this Agreement, all written quotes, bids, estimates or proposals submitted to the Grant Recipient by all businesses seeking to participate in this Agreement. The Grant Recipient shall make such documents available to the 4Culture for inspection and copying upon request.

**XVI. TAX COVENANTS OF GRANT RECIPIENT**

Grant Recipient acknowledges that the Grant will be funded from the proceeds of Tax Exempt Bonds and that the uses of the Grant proceeds and the Project by Grant Recipient may impact the continued tax-exempt status of the Tax Exempt Bonds. Grant Recipient agrees take any and all actions reasonably requested by 4Culture or the County necessary to prevent interest on any Tax-Exempt Bonds from being included in gross income for federal income tax purposes. Grant Recipient further agrees that it will neither take any action nor make or permit any use of Grant funds or other (or of any other funds that may be deemed to be proceeds of such Tax-Exempt Bonds pursuant to Section 148 of the Code), at any time during the term thereof, that will cause interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes.

**XVII. ADDITIONAL COVENANTS OF GRANT RECIPIENT**

Grant Recipient covenants as follows:

- A. Compliance with Laws. Grant Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement or the Project. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.



- B. Real Property. Legal title to all real property financed with the Grant shall be owned in fee simple by Grant Recipient, or under a lease the term of which is at least as long as the term of this Agreement, in either case free and clear of all encumbrances other than minor encumbrances, except as expressly approved in writing by 4Culture. Grant Recipient shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grant Recipient suffers a loss that is covered by title insurance, insurance proceeds will be paid to 4Culture, not to exceed the amount of the Project Costs that are attributable to the real property.
- C. Operation and Maintenance of the Project. Grant Recipient agrees to construct the Project in accordance with the Project plans, specifications and budget and to contract with competent, properly licensed and bonded contractors and professionals in accordance with all applicable federal, state and local laws regulating construction of the Project. Grant Recipient agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer unless expressly approved otherwise in writing by 4Culture. Grant Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the Public Benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.
- D. Sales, Leases and Encumbrances. During the term of this agreement, Grant Recipient shall not sell, transfer, encumber, lease or otherwise dispose of any property the payment for which Grant Recipient receives reimbursement hereunder as a Project Cost, unless 4Culture has granted it prior, written consent. Any such sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project shall be subject to assignment of Grant Recipient's obligations with respect to the Project as provided in this Agreement. The assignee shall be subject to 4Culture's prior written approval, which shall not be unreasonably withheld. It shall not be unreasonable for 4Culture to withhold such approval if the proposed assignee fails to demonstrate to the reasonable satisfaction of 4Culture that it possesses the financial resources and operational experience necessary to undertake the Project in accordance with the Agreement and to satisfy the indemnification obligations to be assumed under the Agreement by such assignee. Such assignment also shall be in form acceptable to 4Culture in its reasonable discretion. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project to an assignee not approved by 4Culture, or pursuant to an assignment the form of which 4Culture has not approved, Grant Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property, unless 4Culture agrees otherwise in writing.
- E. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grant Recipient shall pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property unless 4Culture agrees otherwise in writing.

- F. Covenants Run with the Land. 4Culture and Grant Recipient acknowledge that the covenants and promises of Grant Recipient hereunder “touch and concern” Grant Recipient’s real property on which the Project will be implemented as more fully described in the Project Scope of Work and that 4Culture and Grant Recipient intend that these covenants and promises run with the land and will bind Grant Recipient’s successors and assigns.

#### XVIII. GENERAL

- A. MODIFICATIONS. No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- B. NO WAIVERS. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- C. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- D. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.
- E. ATTORNEYS' FEES; EXPENSES. Grant Recipient agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Grant Recipient shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grant Recipient also shall pay all court costs and such additional fees as may be directed by the court.
- F. NO COUNTY LIABILITY FOR 4CULTURE LIABILITIES. 4Culture is organized pursuant to County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: “[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.”

- G. **BINDING ON SUCCESSORS AND ASSIGNS; MEMORANDUM OF AGREEMENT.** This Agreement shall be binding upon the successors and assigns of Grant Recipient. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Agreement in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. **NOTICES.** Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other Party pursuant to this provision):
- I. **INTERPRETATION.** The section and subsection captions in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- J. **TIME.** Time is of the essence with respect to the performance of all obligations of this Agreement.
- K. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Agreement shall be in King County, Washington and if a lawsuit, in King County Superior Court.
- L. **THIRD PARTIES.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto 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.
- M. **SURVIVAL.** The terms and conditions of Sections I, II, D, VII, VIII, XI, XII, XIII, XIV, XV, XVI and XVIII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

**4CULTURE:**

**GRANT RECIPIENT:**



Enter Your Name

*Lynn Best*

*May 24, 2016*





## Saving Landmarks 2015 - Organizations

### Seattle City Light (Environmental Affairs)

**Address**

P. O. Box 34023  
Seattle  
Washington  
98124-4023

**Website**

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

**Email**

[SCL\\_Environmental@seattle.gov](mailto:SCL_Environmental@seattle.gov)

**Shipping Address****King County Council District #**

N/A

**Phone**

(206) 684-3000

**WA State Legislative District #**

N/A

**Fax****Date Incorporated**

04/01/1910

**Federal Tax ID****WA State UBI#****Revenue last fiscal year****Revenue 2nd to last fiscal year****Organization Director**

Director of Environmental Affairs and Real Estate Division, Lynn Best

**Is the Organization Director the primary contact for this application?**

No

**Director Email**

[lynn.best@seattle.gov](mailto:lynn.best@seattle.gov)

**Director Phone**

(206) 386-4586

**Mission**

Seattle City Light is dedicated to exceeding our customers' expectations in producing and delivering environmentally responsible, safe, low-cost, and reliable power.

**Project Title**

Georgetown Steam Plant Historic Concrete Restoration

**Short Project Description**

Restore exterior concrete of the Georgetown Steam Plant, a National Historic Landmark, per The Secretary of the Interior's Standards for the Treatment of Historic Properties.

**Project Discipline(s)**

Preservation of Historic Place or Artifact

**Amount Requested**

\$250,000

**Total Project Budget**

\$1,289,928

**V1**  
**Venue Address**

Seattle Electric Company Georgetown  
Steam Plant  
6605 13th Avenue South  
Seattle  
Washington  
98101

**King County Council District #**

8

**WA State Legislative District #**

11

**Project Venue Notes or Comments**

700670-0570

**Contact Person**

Historic Resource Specialist, Ms. Rebecca Ossa

**Contact Phone**

(206) 386-4519

**Contact Email**

rebecca.ossa@seattle.gov

**Project Description**

*This section addresses the Quality and Significance of your proposed project. Briefly describe your landmark property and its current condition. State your long-range goals for the preservation and use of the property. Then, provide a clear description of the major rehabilitation or acquisition project you are undertaking – AND the specific work for which you are requesting 4Culture funds.*

The Georgetown Steam Plant (GTSP) is a National Historic Landmark (NHL) and designated Seattle Landmark owned by Seattle City Light. Built in 1906 by the Seattle Electric Company, the GTSP is significant for being:

- An industrial state-of-the-art early 20th century example of reinforced concrete power plant construction which provided a stable and fireproof building well suited for handling electrical generating equipment and machinery;
- Integral in supporting the region's early adoption of electricity for its street lighting, street car system (Metro's predecessor) and the Interurban railway, all of which enabled growth and development of the industrial areas around Georgetown and the Duwamish, and various street car suburbs;
- Associated with Frank Bunker Gilbreth, a self-taught mechanical engineer known for his national expertise in fast track concrete construction, and later a major contributor in the field of scientific management [who, along with his wife Lilian Moller Gilbreth, an industrial psychologist, raised a family of 12 (aka the 'Cheaper by the Dozen' family)];
- An excellent example of early electricity producing turbine generator development by General Electric (GE). The GTSP contains two of only eight remaining vertical Curtis steam turbine generators in the nation. The vertical tower-like orientation resulted in a smaller footprint, fewer moving parts, and easy maintenance accessibility when compared to the enormous horizontal reciprocating machines of the era. This resulted "in marked savings in land, buildings, foundations and equipment," especially relevant in urban centers during a time of rapidly increasing electrical demand (NHL Nomination 1984). The GTSP's third GE generator, installed only 10 years later, showcases the technological advancements that produced a more compact and now horizontal design that generated almost as much as the first two combined (Gen #3: 10,000 kW vs. Gen #1: 3,000 kW + Gen #2: 8,000 kW); and



- A highly intact turn of the twentieth century steam generating plant and electrical substation system in a five story space that demonstrates the creation and conveyance of electricity to a growing region through the use of a heat source (coal or oil) to turn water into steam, which, when directed against turbine blades, turned a shaft connected to a generator above to produce electricity.

To ensure the GTSP's long term survival, City Light recognized that it needed extensive preservation/restoration work. In 2012, City Light hired BOLA Architecture to compile a historic structures report (HSR), provide preservation recommendations and priorities, and develop architectural drawings and specifications. Additionally, in late 2013, City Light hired Abstract Masonry Restoration to specifically investigate the exterior painted concrete of the building and provide recommendations for its long term preservation. In order to implement these historic preservation measures, City Light obtained a building permit from the City of Seattle's Department of Planning and Development (DPD) as well as a Certificate of Approval (CoA) from the Seattle Landmarks Board. City Light is phasing the work and has begun several projects placing a priority on the most deteriorated elements of the GTSP's exterior, including restoration/rehabilitation work on the wood windows and doors which began in November 2014. The historic concrete restoration is next and the timing is critical due to extensive deteriorating conditions.

Restoration of the historic concrete is crucial for the long term preservation of the building – it is an integral part of the building's physical/structural integrity and protects the significant historic equipment inside. The historic concrete is currently spalling and exhibiting cracks, and in some areas pieces have fallen off revealing rusted steel reinforcement (rebar) (Please refer to the HSR blue tabbed items in the supplemental materials.). Well-meaning repairs to the exterior envelope to limit water/moisture infiltration in 1969 and 1985 resulted in severe damage, when Vinalac, a thick vinyl-like paint, was applied to the entire exterior surface resulting in a six layer coating. While the 2013 project architectural drawings documented the visible damage and repair options, it noted that sounding was needed to determine conditions underneath. City Light is in the process of contracting with a historic concrete specialist to conduct two activities: the sounding on all elevations, and paint stripping testing on the south elevation only which is one of the two most architecturally detailed elevations, and also the most weathered and damaged. Until the full scale restoration efforts can take place, a temporary easily removable patch material (formulated specifically for the GTSP) has been recently applied to the east elevation as approved in the CoA, as well as the north and south elevations in select areas, to protect the historic concrete.

Sounding, a nondestructive testing method used to evaluate concealed conditions, involves tapping the concrete surface with a variety of hand-held hammers to identify areas of delamination, characterize concrete thickness, and detect voids. Paint stripping, the goal of which is to remove the Vinalac without damaging the historic concrete underneath, will require testing of specific stripping products on the concrete surface to determine content, duration of application and effectiveness. The findings here will guide work on the remaining elevations. Based on the paint stripper analysis, City Light paint crews will be undertaking the vinyl paint removal prior to historic concrete repairs by a qualified and experienced contractor/specialist.

City Light is applying for grant funding to conduct the actual historic concrete repairs on the south elevation per the architectural drawings, specifications, and once they are completed, the sounding and paint stripper analysis reports. The objective is to preserve/restore the historic concrete to its original natural appearance with a "cement wash" finish as it was done in 1906 instead of painting it over as was done in later repairs. This has been determined as the best approach for the long term preservation of the exterior concrete. The estimated budget from the historic concrete specialist for this work reflects the work as outlined in the architectural drawings for the south elevation with contingency for the anticipated unknown conditions to be revealed by the sounding and paint stripper analysis.

Long range goals for the GTSP include the full preservation of this exceptional landmark to allow more public use than is currently programmed and make the building an asset to the Georgetown, Seattle, and King County communities. Extensive preservation/restoration work and permanent street access is

needed; however, City Light has taken steps over the last five years to get closer to this goal. City Light completed environmental soil remediation at the site in 2012 and interior lead and asbestos abatement/encapsulation in 2014, thereby removing a safety barrier to public visitation. Recent street access negotiations have resulted in a signed Memorandum of Agreement (MOA) with King County in July 2015 to begin work on the design and construction drawings for a new access commensurate to an NHL. City Light has also recently hired a new employee to assist in the creation of a GTSP Advisory Board to help identify future compatible uses and programs, and conduct outreach to user groups.

### **Project Impact**

**This section addresses the *Impact and Public Benefit* of your proposed project. How will your project benefit the larger community? Examples might include high visibility, economic impact, public access, or interpretive programming. If the property is inaccessible to the public, explain how the funded work can be viewed from the exterior.**

The Georgetown Steam Plant serves the Georgetown community and a wider audience throughout King and surrounding counties. Since October 2014, the GTSP has been open to the public once a month for free tours; these have proven to be very popular attracting over 1,700 visitors in less than one year. In addition, private tours are regularly provided to local community, professional, and educational groups, across a range of ages from children at the Museum of Flight Aerospace Camp Experience, to organizations for seniors. The local artistic community has brought an additional audience to the steam plant through a variety of projects, including the production of an original play, in-house artist residencies, and an interpretive dance performance (currently in development and partially funded through a King County 4Culture Site Specific grant). Several film productions have occurred in the steam plant, most recently an entry in the Seattle 48 Hour Film Project. With all this activity, the media has taken a great interest in the steam plant. Pacific NW Magazine featured the steam plant on the cover of the May 14, 2015 issue, and the Seattle Channel debuted a video about the public tours on July 30, 2015.

The proposed project is critical for preserving the building and maintaining it as a safe structure for visitors. There is already great interest in the steam plant and that interest will continue to grow as City Light expands programming to meet demand. Increased visitation and programming at the steam plant will benefit the community by increasing its role as a community hub, and will benefit the local economy by bringing in increased foot traffic; those who visit the steam plant often visit local restaurants, coffee shops, galleries, and other businesses as well. Restoration work will be highly visible to the many visitors who show a great interest in the condition of the building, and can be used as an educational tool to demonstrate to the public the benefit of maintaining and preserving historic landmarks. Please refer to the supplemental materials.

### **Relevant Expertise / Experience / Accomplishments**

**This section addresses the *Feasibility* of your proposed project. Tell us what background you, your sub-contractors, and others on your project team have in preservation, construction, design, and/or grants management. Resumes may be required for project principles (see *Saving Landmarks guidelines - Ready to Apply (Supplemental Materials)* section.**

City Light has extensive experience in leading historic preservation projects having recently completed the rehabilitation of two significant historic buildings within the utility's Skagit River Hydroelectric Project, a National Register listed historic district. The Gorge Inn in Newhalem, built in 1920 as a dining hall for employees and Skagit tour guests, was rehabilitated in 2011-2013 for continued use as a dining hall after being shuttered for 30 years. Ross Lodge in Diablo, built in 1937 as a dormitory for employees, was rehabilitated into a conference center and received the Washington State Department of Archaeology and Historic Preservation's (DAHP) Valerie Sivinski Award for Outstanding Rehabilitation in 2014. Both projects followed The Secretary of the Interior's Standards for the Treatment of Historic Properties (Preservation, Restoration, Rehabilitation, and Reconstruction) and underwent reviews by DAHP and the National Park Service (NPS).

City Light's project team includes: Pepe O'Baya, senior capital projects coordinator with 20 years of experience in the construction industry; Rebecca Ossa, historic resource specialist/architectural historian with 18 years of experience in the historic preservation field including grant management, rehabilitation



project review and implementation; and John Lambert with Abstract Masonry Restoration, a historic concrete restoration firm with 28 years of experience in the restoration of historic masonry buildings. Please see their resumes in the supplemental materials. Additional contracting, accounting, and construction support is also available within City Light.

### **Project Implementation**

**This section also addresses the *Feasibility* of your proposed project. Outline your project schedule, including milestones, demonstrating that you can complete this project within 36 months. Describe the status of your required one-to-one cost share. Are you able to do this project on a reimbursement basis? If awarded only partial funding, how will you proceed?**

City Light has several GTSP preservation/restoration tasks underway and is ready to continue with the next task. Proposed project schedule is as follows:

- Task 1 – Complete contracting for sounding, and paint stripper testing (Task 2) (In-progress)
- Task 2 – Conduct sounding (all elevations), paint stripper testing (south elevation only) (Jan-April 2016)

Deliverables: Report with findings to guide detailed repairs in conjunction with drawings and specifications.

- Task 3 – Strip paint from south elevation (May-September 2016)

Deliverables: Stripped south elevation ready for repair work.

- Task 4 – Conduct concrete preservation/restoration repairs on south elevation (October 2016 – September 2017)

The one-to-one cost share for this grant request is City Light's \$1,039,928 itemized as follows: Task #2 - \$65,000; Task #4 - \$124,928, and the \$850,000 for the rehabilitation of all of the GTSP wood windows and doors. The window and door rehabilitation work commenced in November 2014 and is being done by the NPS's Ebey's Landing National Historical Reserve's preservation carpenters per an executed MOA. It will be four years in duration and City Light has set aside the full amount for this project.

City Light is able to do the historic concrete preservation/restoration repair on a reimbursement basis. If awarded partial funding, City Light will be able to continue the preservation work but at a much slower, uneven pace with reduced scopes of work (tied to the available funding). Completing the south elevation will be a win-win for all involved – a stabilized exterior, a significant interpretive opportunity, and a showcase for historic preservation, demonstrating the technical and economic partnerships that are possible.

### **Externally Hosted Work Samples**

DocuSign Envelope ID: 470024C0-2B6B-45F7-A82B-F6CB9E27E153

PRESERVATION PRIORITIES WORKSHEET		
What do you think is the appropriate sequence of work required to accomplish a <u>complete rehabilitation</u> of your landmark property over time? Indicate which tasks are part of your current project.		
<i>Explain what work is needed (or why none is needed) for each feature; then assign a priority # for each feature:</i>		
FEATURE	CONDITION / WORK NEEDED	PRIORITY (assign 1 - 6; 1 being highest priority)
ROOF: Framing members, roofing material, chimney, flashing, gutters, cornice, eaves	Roofing has approximately a 5 year lifespan left. Seismic stabilization is needed before re-roofing to avoid tearing out the new roof. A seismic study is necessary and a future phase (in order to secure funding for the anticipated high costs). Planning starting for this work.	2
FOUNDATION: Site drainage, footings, perimeter wall, posts or piers, sills	Foundation and site drainage in stable condition. Roof drainage tied to roof replacement, a future phase. Current system in stable functional condition.	3
EXTERIOR SKIN: Siding, windows, porches, trim, paint, exterior stairs	HSR recommended improving exterior enclosure. Current focus is south elevation-extensively deteriorated w/cracks, spalling, exposed rebar and vinyl paint trapping moisture. Concrete is key to structural integrity. Window/door restoration in-progress.	1
INTERIOR: Attic, main floors, basement, ceilings, walls, flooring, staircases, windows	Main floors currently accessible and in stable condition. City Light addressing fire and egress plans as needed. Physical integrity of the exterior envelope is essential before addressing interior areas. Also see 'exterior skin' comments. re: walls and windows.	4
SYSTEMS: Electrical, plumbing, heating/cooling	Building currently has a functional electrical and plumbing system. Electric heaters being installed to replace non-functional 1990s boiler to provide heat during the winter months. Electrical panel knife switches bypassed with flip switches to turn on lights.	5
OTHER:		



### Project Budget

- Provide a simple break-down of expenditures by category. **total EXPENSE must equal total INCOME**  
(cost share + requested 4Culture support).
- Specific use of requested 4Culture funds should be clear.
- Sub-Total cost share must be equal to or greater than Sub-Total requested 4Culture support.
- Provide additional descriptive detail in the budget notes section (second page of this document).

Type Applicant Name Here -->> Seattle City Light (Environmental Affairs)				
Itemize project tasks under pertinent headings. For each expense, show corresponding income.	EXPENSES	=	INCOME	
			Cost Share (cash match)	Requested 4Culture Support
<b>PLANNING</b> (preliminary studies, schematic design, cost estimates)				
		=		NA
		=		NA
		=		NA
		=		NA
		=		NA
<b>DESIGN</b> (design development, construction documents, specifications)				
Sounding and Paint Stripper Testing	\$65,000	=	\$65,000	0
		=		
		=		
		=		
<b>CONSTRUCTION</b> (contracted labor, materials)				
Historic Concrete Repair (South Elev.) -- includes labor and materials	\$374,928	=	\$124,928	\$250,000
Historic Window & Door Rehabilitation	\$850,000	=	\$850,000	0
		=		
		=		
<b>SOFT COSTS</b> (permits, insurance, sales tax, project management - up to 15%)				
		=		
		=		
<b>OTHER</b>				
		=		
		=		
		=		
<b>Sub-Totals:</b>			\$1,039,928	\$250,000
<b>Grand Totals:</b>	\$1,289,928 (EXPENSE)	=	\$1,289,928 (INCOME: Cost Share + 4C Request)	

**PROJECT BUDGET NOTES**

Budget notes can be valuable in clarifying your budget figures (previous page). Please use this area to provide more information about how you arrived at your figures. Note: each text box is limited to three lines.

Category:	Note:
Design	Sounding adds further detail to the drawings and specifications re: unseen concrete conditions, and paint stripper testing determines content, duration & effectiveness. Figures from historic concrete specialist estimate.
Construction	The rehabilitation of the South elevation is crucial since it is the most weathered and damaged. It is also one of two architecturally significant elevations of the building. Figures from historic concrete specialist estimate.
Construction	City Light executed an MOA with the National Park Service who will be rehabilitating all of the wood windows and doors over a 4 year period. Project started November 2014. City Light funds encumbered for this task.



EXPERTS AT CLEANING,  
REPAIRING AND PRESERVING  
HISTORIC MASONRY

## SERVICE PROPOSAL AND ACCEPTANCE

Proposal submitted to:

Mr. Pepe Obaya  
Project Manager  
Seattle City Light  
Seattle, WA

August 24, 2015

---

The following services to be performed at:

### HISTORIC GEORGETOWN STEAM PLANT

6605 13th Avenue South, Seattle, WA

---

ABSTRACT MASONRY RESTORATION, INC., herein after referred to as Abstract, proposes to furnish materials and perform the labor necessary to perform the historic concrete restoration work on the south elevation of the building only as indicated below:

1. Perform work as indicated on page S-3 of the drawings dated 7/2/13 prepared by KPFF Consulting Engineers. South elevation only.
2. It is assumed that all paint coatings will be removed from the masonry surfaces we will be working on by others prior to us beginning work.
3. Washington State Sales Tax is included.

Anything not specifically included in the scope of work in this proposal is specifically excluded.

---

The above work is to be completed in a workmanlike manner for the sum of:

\$374,928

---

Payment(s) to be made as follows:

Progress payment invoices may be provided the customer for the percentage of work completed during the last week of each calendar month and / or upon full completion.

Payment due in full within 14 days of the invoice date.

If payment is not received by Abstract as indicated above, Abstract reserves the right to stop work.

This proposal may be withdrawn by Abstract Masonry Restoration, Inc. if not accepted within 10 days from the date of this proposal. If accepted by the customer after that date, the prices in this proposal are subject to increase due to potential increases in fuel, material, labor and / or other costs.

Respectfully submitted via email by: John Lambert - Founder / President  
Abstract Masonry Restoration, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified and payment(s) will be made as outlined above.

A penalty service charge or a finance charge of 2% per month, which is an annual rate of 24%, will be charged on the unpaid balance of all past due invoices. The minimum monthly charge is \$15.00. In addition, customer agrees to pay all costs incurred in collecting the unpaid balance, including court costs and attorney's fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Georgetown Steam Plant – 4Culture Saving Landmarks Grant Application  
Photo Captions**

Twelve Images:

- 1) Context-View south from S. Hardy St. toward the GTSP.
- 2) Context-View south at the current access road toward the GTSP.
- 3) Context-View to the northwest showing the GTSP's southeast elevation. Entry from access road is to the rear right along the fence.
- 4) North elevation, facing southwest.
- 5) East elevation, facing northwest with the 1906 building (left) and 1917 addition (right). Portable building belongs to a previous tenant.
- 6) Southeast elevation, facing northwest.
- 7) South elevation, facing north.
- 8) West elevation, facing northeast.
- 9) West elevation, northwest corner with architectural detailing.
- 10) Detail, south elevation, left half showing concrete conditions (cracks, spalling, missing pieces on pediment, delamination around arched flue infill).
- 11) Detail, south elevation, right half showing concrete conditions (cracks, spalling, delamination around arched flue infill).
- 12) Detail, original 1906 “cement wash” applied to the building when it was completed. It is now located within the 1917 addition.



Exhibit G

Contract for Heritage Capital Project 19-19



State of Washington  
Washington State History Society  
19-19

Grantee: Seattle City Light – Environment, Land, and Licensing Business Unit

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between Seattle City Light – Environment, Land, and Licensing Business Unit, 700 Fifth Avenue, Suite 3200, Seattle WA 98104 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma WA 98402 (AGENCY), and shall be binding upon all agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract, including Attachments A through H (collectively referred to hereafter as “Contract”), sets out the terms and conditions by which a grant is made for a Heritage Capital project during the 2017-2019 biennium from funds appropriated by the Washington State Legislature in Capital Enacted Bill SSB 6090 which was incorporated into the Capital Budget signed into law by the governor on January 19, 2018. RCW 27.34.330 provides statutory authorization for the funding program. The program is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the “Georgetown Steam Plant Historic Concrete Restoration”, as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purposes of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state, as described in this Contract, including Attachments [B and C.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated seven hundred fifty thousand dollars (\$750,000). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be seven hundred twenty seven thousand five hundred dollars (\$727,500). The AGENCY shall retain three percent (3.0%) of the appropriation, which is twenty two thousand five hundred dollars (\$22,500) as the cost of administering the grant and this Contract.

6. COST SHARE

The total cost of the projects shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty three and thirty-three one hundredths percent (33.33%) of the

total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of the GRANTEE's cost share shall be one million five hundred thousand dollars (\$1,500,000).

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2019. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement set forth below in Section 8 to maintain ownership or a lease on the subject property, and to use it for the express purposes of the grant, shall remain in full force and effect for thirteen years following the date of contract completion, as defined in Attachment A.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a. Capital improvements funded by the Heritage Capital Projects grant are to be used for the express purpose of this grant. No funds appropriated for a Heritage Capital Projects grant shall be used for capital improvements not included in the legislative appropriation and specifically designated in this Contract with the AGENCY.
- b. As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years from the date of contract completion; the facilities shall be used for the express purpose of the grant as set forth in this Contract, including Attachments B and C; and, if mobile, used primarily in Washington State. The GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of contract completion. Failure to maintain ownership or a lease on the subject property for thirteen years following the date of contract completion shall constitute a breach of this Contract. Pursuant to the terms of this Contract and RCW 27.34.330, if the Grantee is found to be in breach of this Contract, the Grantee shall repay to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- c. The AGENCY maintains right of entry for thirteen (13) years from the date of contract completion to ensure continued compliance with this Contract. The GRANTEE will be monitored for continued property control and project outcomes as described in the contract statement of purpose. Monitoring tools appropriate to the project purpose will be determined during the project closeout process and declared in writing from the AGENCY to the GRANTEE. Monitoring tools may include, but are not limited to, reporting of annual metrics as declared in the project closeout letter, scheduled and unscheduled site visits, or requests for images for publication. During the monitoring period, the GRANTEE may request mitigation of monitoring tools to support enhancing the public benefit provided by the GRANTEE.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2019, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY's obligation under the terms of this Contract shall be contingent upon terms of such reappropriation. GRANTEE may not rely to



its detriment upon use of funds not properly billed or not appropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract, which include the following attachments, and which are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (PROJECT SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTIONS)

11. ENTIRE CONTRACT

This Contract, including all attachments, constitutes the entire agreement between Agency and Grantee and supersedes all previous written or oral agreements or understandings between the Agency and Grantee related to this Contract.

This Contract may be amended as set forth in the Contract Modifications in Attachment A.

12. CONTRACT REPRESENTATIVES

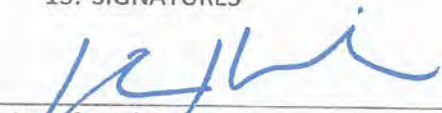
The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Rebecca Ossa, Historic Resource Specialist  
Seattle City Light – Environment, Land, and Licensing Business Unit  
P.O. Box 34023, Seattle WA 98101  
206-386-4519 [rebecca.ossa@seattle.gov](mailto:rebecca.ossa@seattle.gov)

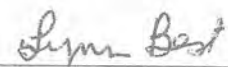
The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Lissa Kramer, Heritage Capital Projects Manager  
Washington State Historical Society  
1911 Pacific Avenue, Tacoma WA 98402  
253-798-5909 [lissa.kramer@wshs.wa.gov](mailto:lissa.kramer@wshs.wa.gov)

13. SIGNATURES

  
\_\_\_\_\_  
Jennifer Kilmer  
Executive Director  
Washington State Historical Society

1-29-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer  
Seattle City Light – Environment, Land, and  
Licensing Business Unit  
Federal Tax ID# 91-6001275  
12/4/18  
\_\_\_\_\_  
Date

19-19  
ATTACHMENT A  
GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. Headings

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. Definitions

AGENCY- the Washington State Historical Society.

Authorized Representative- an elected or appointed officer of the corporation or agency, or alternate designated in writing by the GRANTEE's governing authority, who acts officially on the GRANTEE's behalf.

Authorized Signatory- an executive officer of the corporation or agency's governing authority designated to sign contracts on behalf of the GRANTEE.

Cash match- money from the grantee organization or from other sources, which can include grants from foundations, nonstate governmental agencies, individuals, corporations, and others.

Cost share- those costs, including cash and in-kind, that the grantee will incur from its own resources or from other cooperating organizations to complete the project described in the Contract.

Date of grant authorization- the date the Washington State Legislature initially appropriated funds for the project.

Date of contract authorization- the last date of an authorized signature on the Contract Form.

Date of contract completion- the date of the project closeout letter from the Agency which initiates the thirteen (13) year monitoring period.

GRANTEE- the applicant that has been awarded a grant of funds and is bound by this executed Contract, including any officers, employees, or agents lawfully representing the GRANTEE.

Heritage organization- a group whose purpose is to collect, preserve, or interpret history, heritage, and culture.

Heritage capital project- project that involves the physical plant of a heritage organization, a historic landscape, archaeological site, historic ship, locomotive, airplane, other transportation conveyance, or acquisition of a property for protection and stabilization of heritage resources or by a heritage organization for purposes of new construction.

In-kind contributions- contributions to a project that are not part of cash match. May include materials and supplies, professional consultation, legal and accounting services specific to the project, architectural design fees, and volunteer labor.

Local government agency- city or county agency, port district, or public development authority.



Nonprofit organization- organization incorporated under the nonprofit laws of the state of Washington and holding a 501(c)(3) tax determination from the IRS.

Other entity- As authorized by RCW 27.34.330, an entity that meets all criteria for Heritage capitol project funding and can be considered for a grant award at the discretion of the Washington State Historical Society

Real property value- fair market value of real property when such property is acquired solely for the purpose of a heritage capital project. Evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser.

Total project costs- include, but are not limited to, the amount sought from the fund and what the applicant will provide as cost share.

## B. GENERAL CONTRACT TERMS

### 1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

### 2. Contract Modifications

- a) This Contract may be modified by mutual agreement of the parties. Such modifications shall not be binding unless in writing and signed by both parties prior to implementation of the modifications. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification by the GRANTEE of not more than ten (10) percent of any line item or combination of line items from the Project Budget (Attachment B) is excepted from subsection 2(a). Modifications that increase a line item must be offset by reductions in other line items so there is no increase to the total amount available to the GRANTEE in this grant.
- c) The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any line item. Budget modifications exceeding ten (10) percent of any line item or combination of line items constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

### 3. No Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by the authorized representatives of the AGENCY and the GRANTEE.



## C. PERFORMANCE AND GENERAL RESPONSIBILITIES

### 1. Nonassignability

Neither this Contract nor any claim arising under this Contract shall be transferred or assigned by the GRANTEE without written permission from the AGENCY.

### 2. Independent Capacity of Grantee

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will solely be with the GRANTEE.

### 3. Ownership of Project/ Capital Improvements

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/ or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

### 4. Hold Harmless

To the extent permitted by law, the GRANTEE shall defend, protect, and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts or omissions and those of its employees, officers, and agents, including those which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless AGENCY, the state of Washington and agencies, officials, agents, or employees of the state.

### 5. Acknowledgement

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

### 6. Ethics Compliance

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or the performance under, this Contract.

## 7. Public Disclosure/ Confidentiality

- a) The GRANTEE acknowledges that the AGENCY is subject to the Public Records Act (Chapter 42.56 RCW), and that this Contract shall be a public record as defined. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the AGENCY will notify the GRANTEE of the request and the date that such records will be released to the requestor unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

## D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS

### 1. Compliance with Applicable Law

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages, and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against the AGENCY, as a result of the failure of the GRANTEE to so comply.

### 2. Records, Reports, and Audits

- a) The GRANTEE shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after full termination or expiration of this Contract, which includes the thirteen (13) year monitoring period that begins on the date of the closeout letter at contract completion, and make them available for inspection by persons authorized under this provision. 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.



- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

### 3. Right of Entry

The GRANTEE shall provide right of access of its facilities to the AGENCY or to 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, compliance, and/ or quality assurance under this Contract.

### 4. Evaluation and Monitoring

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

### 5. Hazardous Substances

The GRANTEE will defend, protect, and hold harmless the AGENCY, 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 attorney's fees), and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release, of hazardous substances as defined in RCW 70.105D.020, on the property covered by the Contract.

### 6. Governor's Executive Order 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

### 7. Prevailing Wage Law

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wage must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

### 8. Industrial Insurance Coverage

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

## 9. Nondiscrimination Provision

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to Washington’s Law Against Discrimination (RCW 49.60) and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).
- b) In the event of the GRANTEE’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy in accordance with the “Dispute Resolution” procedure set forth in Section 25 of this Contract Attachment.

## E. FUNDING REIMBURSEMENT AND BUDGET

### 1. Reimbursement

- a) Payment to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with the authority bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.
- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

### 2. Recapture of Funds

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys’ fees.



### 3. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, the AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

## F. TERMINATION AND DISPUTES

### 1. Dispute Resolution

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
  1. The disputed issue(s);
  2. The relative positions of the parties;
  3. The GRANTEE's name, address, and project title.
- c) 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 selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).
- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel is outside the legal authority of either or both parties to perform as necessary, or is otherwise unlawful.
- f) Request for a dispute 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 written notice of the action or position of the other party that 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.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

### 2. Termination or Suspension for Cause

- a) In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this Contract the AGENCY has the right to suspend or terminate the

Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not completed within 30 days of receiving notice, the Contract may be terminated or suspended.

- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay all or any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which includes, but is not limited to, completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

### 3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

### 4. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

### 5. Termination Procedures

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
  - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - ii. Place no further orders or sub-grants for materials, services, or facilities related to the Contract;
  - iii. Preserve and transfer any materials, Contract deliverables and/ or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- b) Upon termination of the Contract, the AGENCY may pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination, unless the AGENCY reasonably determines in its sole discretion that the amount due is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount due up to the date of termination to the GRANTEE if the AGENCY later determines that a loss or liability will not occur. GRANTEE shall not be paid for any work done after the termination date.

- b) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

**6. Governing Law and Venue**

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

**7. Severability**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.



**19-19**  
**ATTACHMENT B**  
**PROJECT SCOPE OF WORK**

**PROJECT SCOPE OF WORK NARRATIVE**

City Light seeks to restore the deteriorating exterior historic concrete of the Georgetown Steam Plant (GTSP), a National Historic Landmark, to its original 1906 concrete finish in order to stabilize the building envelope. This will allow continued public use for tours and expand programming guided by a recently established Advisory Committee. The scope of this grant will begin on the south face and move around the building until grant matching and reimbursement funds have been used. The remaining building faces will be completed in a future funding phase.

The restoration will address:

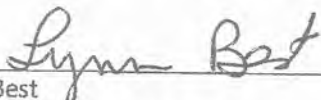
- Update "CIP GTSP Drawings and Specs" to reflect needs for concrete restoration and changes in building codes
- Begin removal of multiple layers of vinyl paint that is trapping moisture; complete in future phase
- Begin repair of multiple cracks, spalls, and missing areas of concrete; complete in future phase
- Begin implementation of cathodic repair of the historic rebar: complete in future phase
- Begin concrete wash surface treatment on the repaired exterior as it was done in 1906; complete in future phase

**PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS**

Division 3 CONCRETE- Section 03 01 30 - Exterior Concrete Rehabilitation

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.



\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18

\_\_\_\_\_  
Date

**19-19**  
**ATTACHMENT C**  
**PROJECT PURPOSE**

**PROJECT PURPOSE**

Restoring the Georgetown Steam Plant's exterior concrete is crucial for the historic building's long term preservation and programming. It will allow City Light to expand its current tours into a variety of richer educational, interpretive and programmatic offerings. The GTSP has an amazing multi-faceted history representing the electrification of America's cities. Historical highlights include:

- Seattle's early allure to industry through its inexpensive hydroelectric power and electric trolley car system
- Georgetown's role as a bustling combination industrial and residential center
- Technological discoveries and advancements in the then growing field of electrical power generation (there are two in-situ examples of the vertical Curtis steam turbines inside the plant)
- Work of Frank Bunker Gilbreth, a time and motion study expert known for his 'fast track construction method' in concrete, a fairly novel building material at turn of the last century


This project will enable public access to the above described history through preservation activities such as:

- Caring for the building and its artifacts
- Monthly open houses with guided tours
- Guided tours for schools and community groups
- Exhibits and other history programs

Preservation activities and public access to history interpretation will be provided in alignment with field best practices, and for the purposes of the Heritage Capital Projects program as identified in the program's authorizing language.

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

  
\_\_\_\_\_

Lynn Best  
Chief Environmental Officer

12/4/18  
\_\_\_\_\_

Date

**19-19  
ATTACHMENT D  
PROJECT BUDGET**

Cost Category	Grantee Cost Share		HCPF	Totals
	Cash Match	In-kind	Grant Funds	
Project Staff	\$ -	\$ -	Not Eligible	\$ -
Architecture/Engineering	\$ 421,745	\$ -	\$ -	\$ 421,745.00
Construction/Rehabilitation	\$ 1,225,000	\$ -	\$ 727,500	\$ 1,952,500
Property Acquisition	\$ -	\$ -	\$ -	\$ -
Bridge Loans	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Furnishings	\$ -	\$ -	\$ -	\$ -
Landscaping	\$ -	\$ -	\$ -	\$ -
Permanent Exhibits	\$ -	\$ -	\$ -	\$ -
Consultants	\$ -	\$ -	\$ -	\$ -
Integral Art Projects	\$ -	\$ -	\$ -	\$ -
LEED Silver Certification	\$ -	\$ -	\$ -	\$ -
Project Travel Costs	\$ -	\$ -	\$ -	\$ -
Site Work	\$ -	\$ -	\$ -	\$ -
Pre-design	Not Eligible	\$ -	Not Eligible	\$ -
Value of lease	Not Eligible	\$ -	Not Eligible	\$ -
<b>COST SHARE SUBTOTALS</b>	<b>\$ 1,646,745</b>	<b>\$ -</b>		<b>\$ 1,646,745</b>
Reimbursable Costs			\$ 727,500	\$ 727,500
HCP Administration – 3%			\$ 22,500	\$ 22,500
<b>TOTALS</b>	<b>\$</b>	<b>1,646,745</b>	<b>\$ 750,000</b>	<b>\$ 2,396,745</b>
<b>% OF TOTAL</b>	<b>69%</b>	<b>0%</b>	<b>31%</b>	<b>100%</b>

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2019.

*Lynn Best*

\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18

\_\_\_\_\_  
Date



**19-19  
ATTACHMENT E  
SOURCE OF AVAILABLE FUNDS**

TYPE OF FUNDS	AMOUNT
<b>GRANTEE's FUNDS (Cash Match)</b>	
Seattle City Light Capital Improvement Project funds:	
SCL- GTSP Sounding (Encumbered 5/2016)	\$ 79,500.00
SCL- GTSP Concrete Restoration (Encumbered 5/2016)	\$ 100,000.00
SCL- GTSP Update Drawings & Specs (Encumbered 2017)	\$ 175,000.00
SCL- GTSP Window & Door Rehab (Encumbered 2014/Expending 2015-2018)	\$ 850,000.00
SCL- GTSP Drawings & Specs (Expended 2012-14)	\$ 342,245.00
2015 4Culture Landmarks Capital grant GTSP Concrete Restoration	\$ 100,000.00
<b>GRANTEE's FUNDS (In-kind Match)</b>	
None applied to this project	\$ -
<b>TOTAL GRANTEE FUNDS (Total Match)</b>	<b>\$ 1,646,745.00</b>
<b>TOTAL GRANT FUNDS (Legislative Appropriation)</b>	<b>\$ 750,000.00</b>
<b>TOTAL PROJECT FUNDS AVAILABLE</b>	<b>\$ 2,396,745.00</b>

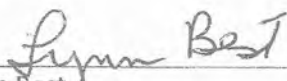
**CERTIFICATION**

The GRANTEE certifies the Source of Available Funds have been reviewed and approved by the GRANTEE's governing body or board of directors as of the date written below.

By so doing, the GRANTEE certifies that 75% of these funds are in hand by the date below and that the remaining 25% will be in hand by June 30, 2019.

All match funds are committed in writing from respective sources and are available, and will remain committed and available solely and specifically for carrying out the project as described in this Contract. Cash match and in-kind match funds are regarded as funds restricted for use solely for the contract project purposes and are committed as such in the GRANTEE's accounting.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18  
\_\_\_\_\_  
Date

**19-19**  
**ATTACHMENT F**  
**CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS**

**CERTIFICATION**

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Governor’s Executive Order 05-05 (*regarding prior preservation review and ongoing consultation by the state and concerned tribes for any capital projects or land acquisition projects for the purpose of capital construction*)
- Prevailing Wage Law- RCW 39.12
- Hazardous Substances- RCW 70.105D Industrial Insurance- RCW 51
- Washington Law Against Discrimination- RCW 49.60
- Americans with Disabilities Act- 42.U.S.C. 12101 et. esq.
- High Performance Public Buildings (LEED)- RCW 39.35D

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18  
\_\_\_\_\_  
Date

**19-19**  
**ATTACHMENT G**  
**PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)**

*For all projects:*

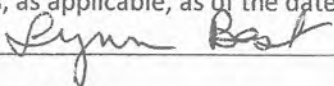
Permanent Address: 6605 13th Avenue South, Seattle WA 98101  
Historic Designation (if applicable): National and State Register of Historic Places, Local Designation  
Washington State Legislative District #: 11  
GPS Coordinates: 47.542950,-122.316317  
Parcel #: 700670-0570  
Legal Description: QUEEN ADD SUPL ALL OF TR A TGW POR OF TR B-D TGW STRIP OF LAND ADJ ON S LN NLY OF SLY LN OF N 1/2 OF FILLED RIVER BED & SWLY OF FOLG DESC LN - BAAP ON NW LN OF SD TR B 100 FT SW OF MOST NLY COR SD TR B TH S 33-36-10 E TO S LN OF N 1/2 OF SD FILLED RIVER BED TGW N 1/2 OF RIVER BED ON W EXT TO EAST MARGINAL WAY TGW S 1/2 VAC S GREELY ST LESS ST PLat Block:  
Plat Lot: A THRU D

*For vessels or other fixed assets (adapt as needed):*

Vessel Name: NA  
Legal Owner: Seattle City Light – Environment, Land, and Licensing Business Unit  
Year Built: 1906  
Home Port: NA  
U.S. Registry #: NA  
Vessel Service: NA

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the information set forth above, including property parcel number(s) and legal description(s), have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

Date

12/4/18  
\_\_\_\_\_



**19-19  
ATTACHMENT H  
LEASES, CONTRACTS, AND AGREEMENTS**

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:

*Add additional lines if necessary*

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.



\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

\_\_\_\_\_  
Date 1/14/19



Exhibit H

Grant Agreement Number P19AP00599 between the United States Department of Interior  
National Park Service and Seattle City Light

<h1>Grant and Cooperative Agreement</h1>				CHOOSE ONE: <input type="checkbox"/> COOPERATIVE AGREEMENT <input checked="" type="checkbox"/> GRANT
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING				
1. GRANT/COOPERATIVE AGREEMENT NUMBER P19AP00599	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE 09/16/2019	4. COMPLETION DATE 09/30/2022	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) SEATTLE CITY LIGHT Attn: ATTN GOVERNMENT POC 700 5TH AVE STE 3200 SEATTLE WA 98104-5040		6. ISSUED BY NPS State, Tribal, Local, Plans & Mailing Address: Grants 1849 C Street NW (2256) Washington DC 20240		
7. TAXPAYER IDENTIFICATION NO. (TIN)		9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) HISTORIC RESOURCE SPECIALIST, SEATTLE CITY LIGHT 206-386-4519		
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 1M9E6				
10. RESEARCH, PROJECT OR PROGRAM TITLE 2018 HPF SAT - SEATTLE CITY LIGHT				
11. PURPOSE Historic Concrete Rehabilitation of the Georgetown Steam Plant				
12. PERIOD OF PERFORMANCE (Approximately) 10/01/2019 through 09/30/2022				
13A. AWARD HISTORY		13B. FUNDING HISTORY		
PREVIOUS	\$0.00	PREVIOUS	\$0.00	
THIS ACTION	\$500,000.00	THIS ACTION	\$500,000.00	
CASH SHARE	\$500,000.00	<b>TOTAL</b>		\$500,000.00
NON-CASH SHARE	\$0.00			
RECIPIENT SHARE	\$500,000.00			
<b>TOTAL</b>		<b>\$1,000,000</b>	<b>\$500,000.00</b>	
14. ACCOUNTING AND APPROPRIATION DATA 01				
PURCHASE REQUEST NO. 0020190182	JOB ORDER NO.	AMOUNT	STATUS	
15. POINTS OF CONTACT				
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: P.L. 115-141				
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input checked="" type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT		18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		
UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT		
CONTRACTING/GRANT OFFICER Megan Brown	DATE SEP 25 2019	AUTHORIZED REPRESENTATIVE Lynn Best	DATE 9/24/19	

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	CFDA Number: 15.929 DUNS Number: 009483629 2018 HPF SAT - SEATTLE CITY LIGHT Delivery: 09/30/2022 Delivery Location Code: 0009060778 National Park Service 1849 C Street NW Washington DC 20240 US  Account Assignm: K G/L Account: 6100.411G0 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOCRGRWA Functional Area: PAT00ATSA.XZ0000 Fund: 189P5140SA Fund Center: PPWOCRGRWA Project/WBS: PN.GSATG1836.00.1 PR Acct Assign: 01 Period of Performance: 10/01/2019 to 09/30/2022  FY189 SAT - Seattle City Light Obligated Amount: \$500,000.00  The total amount of award: \$500,000.00. The obligation for this award is shown in box 13B.				500,000.00

## Grant Agreement

GRANT AGREEMENT NUMBER P19AP00599  
Between  
THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE  
AND  
SEATTLE CITY LIGHT  
DUNS No: 009483629

---

CFDA: 15.929

Grant Program: Save America's Treasures

Project Title: Restoration of Exterior of Georgetown Steam Plant

Amount of Federal Funds Obligated: \$500,000

Amount of Non-Federal Funding: \$500,000

Total Amount of Federal Award: \$1,000,000

Period of Performance: October 1, 2019 through September 30, 2022

This Grant Agreement is entered into by the U.S. Department of the Interior, National Park Service (NPS), and Seattle City Light (Recipient).

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## **ARTICLE I – LEGAL AUTHORITIES**

The NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 U.S.C 300101 et seq
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance.
- Continuing Appropriations Act of 2018, P.L. 115-141

## **ARTICLE II – PROJECT GOALS AND OBJECTIVES**

The objective of this Agreement is to provide Historic Preservation Funds (HPF), through the Save America’s Treasures grant program, to protect culturally and historically significant properties by funding the preservation of nationally significant properties for the benefit of future generations.

## **ARTICLE III – PUBLIC PURPOSE**

The Save America’s Treasures Funding Opportunity, enables grantees across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.



#### **ARTICLE IV – STATEMENT OF WORK**

- A. The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology* includes:
1. Restoration of exterior envelope of the Georgetown Steam Plant, a 112-year old National Historic Landmark, located in Seattle, King County, WA.
  2. Contract with consultants to assist in grant funded work (see Appendix A for consultant qualification requirements).
  3. Develop a Historic Structures Report for current conditions and needs of building.
  4. Submit to NPS copies of pre-development documents including:
    - i. 2012 Historic Structure Report for Steam Plant
    - ii. 2012 plans and specifications for exterior work and any additional or modifications
    - iii. 2013 Results of non-destructive concrete testing

#### **ARTICLE V – RESPONSIBILITIES OF THE PARTIES**

- A. The Recipient agrees to:
1. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology* as defined by the National Historic Preservation Act.
- B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

#### **ARTICLE VI – COST-SHARE REQUIREMENT**

A dollar-for-dollar cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

#### **ARTICLE VII – PRE-AWARD INCURRENCE OF COSTS**

The Recipient is not authorized to incur costs prior to the Start date of this Agreement.

## ARTICLE VIII – APPROVED INDIRECT RATE

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, of the National Historic Preservation Act (NHPA), shall not exceed 25% of the total budget (federal plus matching share).

The Recipient has chosen to not use a federally approved negotiated indirect cost rate.

## ARTICLE IX – TERM OF AGREEMENT

The Agreement will become effective upon the signature of the Awarding Official (Effective Date) and will expire on **September 30, 2022** (Expiration Date), unless terminated earlier per Article XVI. Allowable costs incurred during the period of performance may be charged to the grant. Funds will not be accessible via the payment system 90 days after the end date.

## ARTICLE X – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

### I. For the NPS:

Awarding Officer (AO):  
Megan J. Brown, Chief  
State, Tribal, Local, Plans and Grants

Agreement Technical Representative (ATR):  
Grants Management Specialist  
State, Tribal, Local, Plans and Grants

Contact Info for AO and ATR:  
National Park Service  
1849 C Street NW, Stop 7360  
Washington, DC 20240  
202-354-2020  
[STLPG@nps.gov](mailto:STLPG@nps.gov)  
(note mail sent USPS is irradiated, please send via private mail carrier)

**2. For the Recipient:**

Historic Resources Specialist  
Seattle City Light  
PO Box 34023/700 Fifth Ave., Suite 3200  
Seattle, WA 98124-4023  
206-386-4519

- A. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR. The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:
- a. Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
  - b. The need for adjustment (revision) to the project budget; and
  - c. The lack of non-federal matching share to meet requirements of this Grant Agreement (if applicable).
  - d. The inability of the grantee to expend the awarded funds within the grant period or the ability of the grantee to properly manage the grant funds.
- B. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE XI – AWARD AND PAYMENT**

- A. The NPS will provide funding to the Recipient in an amount not to exceed **\$500,000** for the Statement of Work described in Article IV and in accordance with the NPS approved budget. The approved budget detail is incorporated herein, Attachment A. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial

assistance or procurement documents the Recipient may have with the Federal government.

- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

## ARTICLE XII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

## ARTICLE XIII – INSURANCE AND LIABILITY

- A. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property



damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

- B. Insured. The Federal Government shall be named as an additional insured under the recipient's insurance policy.
- C. Indemnification. The recipient hereby agrees to indemnify the Federal government, and the NPS from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Recipient shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by the NPS.

- D. Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

#### ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Recipients will report on the funded project, tasks or activities under this agreement by submitting a completed SF-425 Federal Financial Report (FFR), documentation of payment activity in ASAP, and a Performance Report on a semi-annual basis until the grant is closed.
- B. The following reporting period end dates shall be used for interim reports. For final reports the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS ATR.
  - 1. An interim report package shall be submitted **semi-annually** by the following dates **until the completion of the grant**, and shall include:
    - i. SF-425, Federal Financial Report.
    - ii. Interim Progress Worksheet.
    - iii. SF-428A, Tangible Personal Property Report (due annually)

<b>Period Begin Date</b>	<b>Period End Date</b>	<b>Report Due Date</b>
October 1, 2019	March 31, 2020	April 30, 2020
April 1, 2020	September 30, 2020	October 31, 2020*
October 1, 2020	March 31, 2021	April 30, 2021
April 1, 2021	September 30, 2021	October 31, 2021*
October 1, 2021	March 31, 2022	April 30, 2022

*\*Annual Tangible Personal Property Report (SF-428A) due.*

- 2. Documents to be reviewed by NPS as related to the Statement of Work:
  - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title) as per Article XVII, B(1)a.
  - ii. Draft press release posted upon receipt of the grant funding as per Article XVII, B(1)c.
  - iii. Selected consultant qualifications (prior to signing contract)
  - iv. NEPA Worksheet (see Appendix A)
  - v. Draft project sign
  - vi. Draft preservation easement/covenant

3. A **Final Report** package must be submitted no later than 90 days after the end period date. The Final Report must include:

- i. Final SF-425, Federal Financial Report for entire grant period.
- ii. Final Project Grant Worksheet Template (aka Final Narrative).
- iii. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable.
- iv. Notice and advertisement of the availability of funds to the public.
- v. Final project deliverables:
  1. Before and after photos of project site
  2. Final Historic Structures Report
  3. Photo of fully installed project sign
  4. Copy of the fully executed preservation easement/covenant

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

#### **ARTICLE XV – PROPERTY UTILIZATION**

All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

#### **ARTICLE XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by the NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.



## ARTICLE XVII – GENERAL AND SPECIAL PROVISIONS

### A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

- d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;*

*2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;*

*43 CFR 18, “New Restrictions on Lobbying”;*

*2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

*FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, “Reporting Subawards and Executive Compensation”.*

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, 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.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **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 into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall



survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only the NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

**B. Special Provisions –**

**1. Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

- c) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
  - d) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a state government, a local government, or to a federally recognized tribal government.
- 2. Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3. Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed

under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.
5. **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to,

conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).

10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

11. **Reporting Subawards and Executive Compensation.**

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrs.gov/> for more information.

12. **Conflict of Interest**

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question



the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) **Review Procedures.** The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).



13. **Minimum Wages Under Executive Order 13658 (January 2015)**

a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O.

minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
  - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
  - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- e) *Payroll Records.*
- (1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
    - (i) Name, address, and social security number;
    - (ii) The worker's occupation(s) or classification(s);
    - (iii) The rate or rates of wages paid;
    - (iv) The number of daily and weekly hours worked by each worker;
    - (v) Any deductions made; and
    - (vi) Total wages paid.
  - (2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized

representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.



k) *Subawards*. The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

14. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

15. **Data Availability:**

(a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

#### **ARTICLE XVIII – ATTACHMENTS**

The following documents are attached to and made a part of this Agreement:

Attachment A. Historic Preservation Fund Special Conditions

Attachment B. Environmental Certification

Attachment C. Administrative Costs Memo

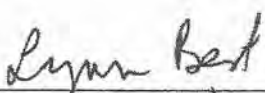
Attachment D. Digital Product Submission Guidelines

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**ARTICLE XIX – SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**RECIPIENT: SEATTLE CITY LIGHT**

  
\_\_\_\_\_  
Name: Lynn Best  
Title: Chief Environmental officer  
Date: 9/24/19

**FOR THE NATIONAL PARK SERVICE**

Signature and date on PRISM cover sheet

\_\_\_\_\_  
Megan J. Brown  
Awarding Officer and  
Chief, State, Tribal, Local, Plans & Grants  
Date

**Attachment A - Historic Preservation Fund Special Conditions**

**1. APPROVED PROJECT BUDGET**

The approved Work/Cost Budget to complete the work under this grant is as follows:

Budget Item	Federal		Recipient		Total
	Federal Admin	Program	Share Admin	Program	
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>					\$ -
<i>Construction</i>		\$ 500,000.00		\$ 500,000.00	\$ 1,000,000.00
<i>Other</i>					\$ -
<i>Indirect Costs</i>					\$ -
<b>Total</b>	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 1,000,000.00

**2. DETERMINATION OF RISK**

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, the Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a **LOW** risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

**3. APPROVED PROJECT BUDGET ELIGIBLE COSTS**

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program they also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
- b. Administrative costs necessary to complete and administer the grant requirements
- c. Costs for the rehabilitation of properties;



- i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places
- ii. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Cost for administering an easement/covenant for the property;
- e. Cost for any required audits or financial requests;
- f. Cost for the production of the required project sign (see item 8);
- g. Costs for public notice of grant opportunity;
- h. Costs associated with required training or reporting; and
- i. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. **ADMINISTRATIVE AND INDIRECT COSTS**

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, **shall not exceed 25%** of the total budget. Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

5. **COST SHARING/MATCHING REQUIREMENT**

A **dollar-for-dollar** cost-share/match is required for this grant program. The recipient agrees to contribute **\$500,000** in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the **required** non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

6. **PUBLICITY AND PRESS RELEASES**

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS,



Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Save America's Treasures grant, through the Historic Preservation Fund, as administered by the National Park Service:

*"This project is supported through a grant from the Save America's Treasures program, through the Historic Preservation Fund, as administered by the National Park Service, Department of Interior."*

The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

**7. CONSULTANTS AND CONTRACTORS**

Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and qualification forwarded to the NPS ATR for review of compliance with *the Secretary of the Interior's Professional Qualification Standards*. Documentation of this selection must be maintained by the grantee. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

**8. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION**

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

*"[Project Name] is being supported in part by a Save America's Treasures grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the Historic Preservation Fund (HPF) approved signage format that can be provided upon request. Any other use of the logo is prohibited. Cost of fabricating and erecting notification is an eligible grant cost.

9. **FUNDING ACKNOWLEDGEMENT IN DELIVERABLES AND PUBLICATIONS**

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

- a. One digital copy of any deliverable/publication must be furnished to the NPS within 90 calendar days of the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:

*"This material was produced with assistance from the Save America's Treasures grant program, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

- b. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
- c. Refer to the attached guidance document, "Digital Copies of Grant Products Worksheet" for instructions on creating, naming and submitting digital copies of deliverables/publications.
- d. All digital copies must follow this naming convention: SAT\_18\_State Abbreviation\_Granatee\_DocumentType
- e. All consultants hired by the grantee must be informed of this requirement.
- f. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.
- g. A digital (preferred) or physical copy of all deliverables must be available for public access.

10. **NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR NATIONAL HISTORIC LANDMARKS**

For projects affecting National Historic Landmarks, the grantee must submit the following to NPS for review:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;

- e. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area;
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

**11. COMPLIANCE WITH SECTION 106**

All HPF funded grant are subject to the requirements of 54 U.S.C. 306108 (commonly referred to as Section 106 of the National Historic Preservation Act). This requires Federal agencies to consider effects to historic properties. The NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

**12. COMPLIANCE WITH SECTION 110**

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

**13. COMPLIANCE WITH ADA AND ABA**

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.



14. **REQUIREMENT FOR NEPA COMPLIANCE**

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant –supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction and archeology projects the applicant should submit an Environmental Screening Worksheet in order to assist NPS in determining if a Categorical Exclusion found in NPS Director’s Order 12 can be utilized. Worksheets may be obtained upon request.

15. **EASEMENT/COVENANT REQUIREMENT**

Section 54 USC 302902 of the National Historic Preservation Act requires that HPF grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the State Historic Preservation Officer (SHPO) in which the site is located or to a nonprofit preservation organization acceptable to the NPS. NPS approval of a covenant/easement holder other than the SHPO must be in writing. The term of the covenant/easement must run for **50 years** from the end date of this agreement. The covenant/easement must be executed by registering it with the deed of the property. A photocopy of the executed covenant/easement, stamped registered with the deed, must be submitted to the NPS ATR prior to the end of the award period of performance and final drawdown of funding.

A draft copy of the covenant/easement must be submitted to the NPS ATR for review and comment by **October 1, 2020**. Baseline documentation of the character defining features of the site should be documented prior to construction through photographs. Following the completion of all work, the preservation covenant/easement must document the grant assisted condition of the site and the character defining features included as part of the document registered with the deed.

16. **EQUIPMENT PURCHASES**

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application **is not** approval of equipment included within the application. Equipment is defined as tangible personal property (including information technology systems) having a useful 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 non-federal entity for financial statement purposes, or \$5,000.

17. **FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)** (aka drones)  
HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

18. **GIS SPATIAL DATA TRANSFER**

One (1) digital copy of all GIS data produced or collected as part of the grant funds will be submitted to the NPS via email to [stlpg@nps.gov](mailto:stlpg@nps.gov) or data transfer. All GIS data files shall be in a shapefile (\*.shp) or GeoDatabase format, preferably a GeoDatabase format. Federal Geographic Data Committee compliant data set level metadata shall be submitted for each shapefile or feature class included. All cultural resources delineated with GIS data (points, lines or polygons) should further be established in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating and submitting GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: [https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm). Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.

19. **STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUTURE PROJECTS PER E.O. 113858**

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

20. **CFDA INCLUSION IN SINGLE AUDIT**

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate CFDA number in the Schedule of Expenditures of Federal Award in their Single Audit. The CFDA number applicable to this award will be either 15.904, 15.929, or 15.957, as identified on the first page of this agreement document.



21. **PATENTS AND INVENTIONS**

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
  - iv. Any other criminal, civil, or administrative proceeding if:
    1. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contracts, grants, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.



**23. NOTICE OF FINANCIAL MANAGEMENT REVIEW**

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

**24. NPS OVERSIGHT**

The NPS will provide oversight of this grant project through the following NPS reviews:

- a. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
- b. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- c. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office and/or Tribal Historic Preservation Office;
- d. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- e. Review and approval of project signage to notify the public of federal involvement;
- f. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

**25. SUBGRANT AWARDS**

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual. Recipient must have staff, or access to personnel, that meet the *Secretary of the Interior's Professional Qualification Standards*, 36 CFR 61.

The Grantee must publically announce the availability of HPF funds and include the following information:

- a. A summary statement of the priorities for funding;
- b. Description of eligible activities for which funding is to be provided;
- c. The total amount available, or expected to be available for subgrants;
- d. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
- e. The deadline for submitting the completed application;
- f. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- g. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;

- h. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- i. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
- j. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- b. Be able to comply with the proposed or required completion schedule for the project;
- c. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- d. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

- k. Review of selected subgrants;
- l. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- m. Review of any physical preservation work or archeological surveys for compliance with National Environmental Protection Act (NEPA);
- n. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 U.S.C. § 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
- o. Verification of submission to FSRS of any subgrants over \$25,000 federal share;
- p. Review of final executed preservation easement/covenant;
- q. Additional requirements as determined for the grantee based on risk or program requirements.

## **26. UNANTICIPATED DISCOVERY PROTOCOLS**

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO), sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns



**27. NAGPRA COSTS ARE UNALLOWABLE**

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

**28. REQUIREMENT FOR TRAINING**

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

**29. DEMONSTRATION OF EFFORT – PERFORMANCE GOALS**

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

**30. AUDIT FINDINGS AND FOLLOW-UP**

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.



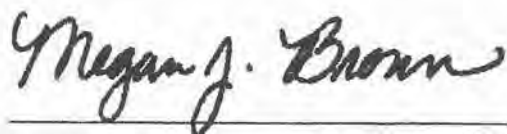
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### **Attachment B – Environmental Certification**

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 Categorical Exclusions (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently:

#### **F.1 – F.6 – Actions Related to Grant Programs**



Megan J. Brown  
Chief State, Tribal, Local, Plans & Grants  
National Park Service

September 20, 2019  
Date

## Attachment C – Administrative Costs Definition



### United States Department of the Interior

NATIONAL PARK SERVICE  
1849 C Street, N.W.  
Washington, DC 20240

#### Memorandum

Date: April 27, 2018  
To: Historic Preservation Fund Grants Manual  
From: Megan J. Brown, Chief; State, Tribal, Local, Plans and Grants (STLPG)  
Subject: Administrative Costs definition update to HPF Manual

In 2017, the Office of Inspector General (OIG) completed an audit of costs claimed by the State of Connecticut's Department of Economic and Community Development (DECD) on NPS Grant No. P13AF00113 for \$8,014,769, awarded under the Disaster Relief Appropriations Act of 2013 (Hurricane Sandy Relief, Public Law 113-2). During the audit, OIG auditors found that STLPG staff encountered difficulties in defining, and as a result monitoring, administrative costs. As a result, we developed a clear definition of administrative costs. The "revised" definition below is effective immediately and supersedes all "previous" definitions published in the HPF Grants Manual and in HPF Grants Training materials. The next update of the Grants Manual will reflect these changes as detailed below, but until this is complete, State and Tribal Historic Preservation Officers should ensure that all guidance under their command related to administrative costs reflects the revised definition.

#### HPF MANUAL CHANGE

Chapter 7 Exhibit 7-B "Additional Instructions for the SF 424-A" Section B

#### **Previous Language:**

A. Definition. 1. Administrative costs. Costs incurred when accomplishing activity directly pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity and other "overhead" functions not directly attributable to specific program areas."

#### **Revised definition:**

A. Definition. 1. Administrative costs. Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

### Attachment D - Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Applications (IRMA), the NPS’s digital repository system. To see grant products that have already been uploaded, go to IRMA, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and select a category of featured content.

**What to submit:**

Provide one digital copy of each deliverable or publication under your grant agreement.

Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p><b>Reports, plans and guidelines</b> (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p><b>Substantive event materials</b> (including programs, proceedings, handouts, photographs)</p> <p><b>Professionally produced content</b> (including books, documentaries, oral histories, presentations and PSAs)</p> <p><b>Interpretive products</b> (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p><b>Online content</b> (including websites, story maps, and other web-based projects)</p>	<p><b>Digital copies saved on CD/DVD-Rs or flash drives</b> (unless arrangements have been made with your grant administrator)</p> <p><b>Confidential/restricted reports that cannot be viewed by the general public</b> (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p><b>Other documentation not intended for the general public</b> (including survey forms, financial records, correspondence)</p> <p><b>Ephemeral products unlikely to be of future value to the general public</b> (including flyers, postcards, invitations, meeting minutes)</p>

- Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.



- For additional questions about the required disclaimer, consult with your NPS grant manager.
- **Naming files for submission:**
- Name each file you will be submitting using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[State, if applicable]\_[Grantee or Subgrantee]\_[Grant Number]\_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.  
*Ex: Audio files submitted under a FY2018 grant by the DC State Historic Preservation Office*  
*SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview001.mp3*  
*SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview002.mp3*
- Use the appropriate abbreviation for your grant program in the file name:

**Required file formats and resolution standards:**

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
  - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

**Creating an index file for your submission:**

- Include this information in the index file for *each product* that is being submitted:
  - Grant Number
  - Subgrant Number (if applicable)
  - Title of Product
  - Filename
  - Product Creator(s) (give full names and their roles; include up to 5 names or organizations)
  - Date Completed
  - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
  - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[State, if applicable]\_[Grantee or Subgrantee]\_[Grant Number]\_Index.docx**



*Ex: SHPO\_18\_DC\_GranteeHistoricDistric\_P17AF00001\_Index.docx*

**Submitting your files:**

- Ask your NPS grant manager to send you an invitation to submit your documents through the Department of the Interior's Secure File Transfer website.
- You will receive an email invitation from [doi\\_secure\\_file\\_transfer@doi.gov](mailto:doi_secure_file_transfer@doi.gov).
- You will have **two weeks** to upload and submit your files after receiving the email invitation. If you do not upload files within two weeks, you will need to contact your grant manager to ask for a new email invitation.
- Create a zipped folder containing all of the files you are uploading. Be sure to include your index file in the zipped folder with all of the products and deliverables you are submitting. Name the zipped folder:

**[Grant Program]\_[Fiscal Year]\_[State, if applicable]\_[Grantee or Subgrantee]\_[Grant Number]\_Products.zip**

*Ex: SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_Products.zip*

- Open the invitation email. Click the "Upload Files" link at the bottom of the message.
- If you are a new user, you will be prompted to create a password for the DOI Secure File Transfer website.
- Once you have created a password and signed in to your DOI Secure File Transfer account, you will be directed to the file upload page.
- Drag and drop files or click the "Select" link on the right side of the file upload page.
- Select the zipped folder from where it is saved on your computer and click the "Upload" button.
- After the files have been successfully uploaded, they will appear on the right side of the page above the "Upload" button. Your grant administrator will be notified that the upload is complete.

**Reviewing submitted files:**

- When the NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through *Integrated Resource Management Applications (IRMA)*, the NPS's digital repository system. If so, we will upload the files to [IRMA](#) and make them publicly available.