



# CITY OF SEATTLE

## City Council

### Agenda

**Monday, July 12, 2021**

**2:00 PM**

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

**M. Lorena González, President**

**Lisa Herbold, Member**

**Debora Juarez, Member**

**Andrew J. Lewis, Member**

**Tammy J. Morales, Member**

**Teresa Mosqueda, Member**

**Alex Pedersen, Member**

**Kshama Sawant, Member**

**Dan Strauss, Member**

**Chair Info: 206-684-8809; [Lorena.González@seattle.gov](mailto:Lorena.González@seattle.gov)**

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**For accessibility information and for accommodation requests, please call  
206-684-8888 (TTY Relay 7-1-1), email [CouncilAgenda@Seattle.gov](mailto:CouncilAgenda@Seattle.gov), or visit  
<http://seattle.gov/cityclerk/accommodations>.**



# CITY OF SEATTLE

## City Council Agenda

**July 12, 2021 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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*In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.*

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

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

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

Submit written comments to all Councilmembers at

[Council@seattle.gov](mailto:Council@seattle.gov)

Sign-up to provide Public Comment at the meeting at

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

Watch live streaming video of the meeting at

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

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

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

### **A. CALL TO ORDER**



**B. ROLL CALL****C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**[Min 340](#)

July 6, 2021

**Attachments:** [Minutes](#)**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR**

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

[IRC 311](#)

July 12, 2021

**Attachments:** [Introduction and Referral Calendar](#)**F. APPROVAL OF THE AGENDA****G. PUBLIC COMMENT**

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

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at  
<http://www.seattle.gov/council/committees/public-comment>.

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

**H. PAYMENT OF BILLS**

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

- [CB 120122](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of June 28, 2021 through July 2, 2021 and ordering the payment thereof.

## I. COMMITTEE REPORTS

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

### **TRANSPORTATION AND UTILITIES COMMITTEE:**

1. [Res 32009](#) A RESOLUTION providing an honorary designation of S Hill Street between 21st and 22nd Avenues S as "Clarence Acox Jr. Way."

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

2.     [CB 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.

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**Attachments:**   [Att 1 – Lease and Operating Agreement for the Georgetown Steam Plant](#)  
[Att 1 Ex A – Legal Description of GTSP Property](#)  
[Att 1 Ex B – Map of GTSP Property](#)  
[Att 1 Ex C – Seattle Landmark Ordinance 111884 \(Including Map Showing Boundaries\)](#)  
[Att 1 Ex D – National Historic Landmark Designation \(Designation Letter, Dated 9-13-1984\)](#)  
[Att 1 Ex E – Maximum Elevation for New Structures West of the GTSP Building](#)  
[Att 1 Ex F – Building for Culture Grant Agreement](#)  
[Att 1 Ex G – Contract for Heritage Capital Project 19-19](#)  
[Att 1 Ex H – Grant Agreement Number P19AP00599 between the United States Department of Interior National Park Service](#)

**Supporting Documents:**   [Summary and Fiscal Note](#)

3. [Res 32007](#) A RESOLUTION related to the City Light Department, adopting a 2022-2026 Strategic Plan for the City Light Department and endorsing the associated five-year rate path.

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**Attachments:** [Att 1 - SCL 2022-2026 Strategic Plan](#)

[Att 2 - City Light Review Panel Letter](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

#### **CITY COUNCIL:**

4. [CB 120117](#) AN ORDINANCE relating to City Finances; creating and changing the names of funds in the City Treasury; amending Ordinance 126161, which authorized an interfund loan; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts.

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

5. [Appt 01964](#) Appointment of Georgio Brown as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2024.

**Attachments:** [Appointment Packet](#)

6. [Appt 01965](#) Appointment of Elizabeth Baskerville as member, International Special Review District Board, for a term to December 31, 2022.

**Attachments:** [Appointment Packet](#)

#### **FINANCE AND HOUSING COMMITTEE:**

7.     [CB 120114](#)     AN ORDINANCE relating to the Office of Housing; authorizing the acquisition of two parcels in South Park for the purpose of development of affordable housing and community ground floor space; placing the property under the jurisdiction of the Office of Housing; and ratifying and confirming certain prior acts.

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

**In Favor: 4 - Mosqueda, Herbold, González , Lewis**

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

[Summary Att 1 – Property Map](#)

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



## Legislation Text

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**File #:** Min 340, **Version:** 1

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July 6, 2021

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, July 6, 2021

2:00 PM

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

### City Council

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

Chair Info: 206-684-8809; [Lorena.González@seattle.gov](mailto:Lorena.González@seattle.gov)

*In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.*

#### **A. CALL TO ORDER**

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on July 6, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President González presiding.

#### **B. ROLL CALL**

**The following Councilmembers were present and participating electronically:**

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

**Excused:** 1 - Strauss

#### **C. PRESENTATIONS**

There were none.

#### **D. APPROVAL OF THE JOURNAL**

[Min 339](#)

**June 28, 2021**

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

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

**Opposed:** None

#### **E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR**

[IRC 310](#)

**July 6, 2021**

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



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

**Opposed:** None

#### **F. APPROVAL OF THE AGENDA**

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

#### **G. PUBLIC COMMENT**

The following individuals addressed the Council:

Howard Gale  
Thomas Hudson  
Margot Stewart  
Jordan Quinn  
Matthew Wylder  
Guy Oron  
Yvette Dinish  
Blythe Serrano  
Greyson Van Arsdale  
Madeline Olson  
Logan Swan  
Daniel Kavanaugh  
Jack Francis  
Aidan Carroll  
Nshan Burns

#### **H. PAYMENT OF BILLS**

[CB 120116](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of June 21, 2021 through June 25, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120116.

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

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

**Opposed:** None

**I. COMMITTEE REPORTS**

Committee Reports were not presented at this meeting.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

Motion was made, duly seconded and carried, to excuse Councilmember Morales from the July 26 and August 16, 2021 City Council meetings.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 2:34 p.m.

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Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on July 12, 2021.

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M. Lorena González, Council President of the City Council

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Monica Martinez Simmons, City Clerk



## Legislation Text

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**File #:** IRC 311, **Version:** 1

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July 12, 2021



## Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<b><u>By: Mosqueda</u></b>		
1. <a href="#">CB 120122</a>	AN ORDINANCE appropriating money to pay certain audited claims for the week of June 28, 2021 through July 2, 2021 and ordering the payment thereof.	City Council
<b><u>By: Morales</u></b>		
2. <a href="#">CB 120123</a>	AN ORDINANCE relating to taxation; delaying the effective date of the heating oil tax on heating oil service providers under Chapter 5.47 of the Seattle Municipal Code; and delaying the date of the Office of Sustainability and Environment's first annual heating oil tax program status report.	City Council
<b><u>By: González</u></b>		
3. <a href="#">CB 120124</a>	AN ORDINANCE relating to the organization of City government; creating an Office of Economic and Revenue Forecasts; adding a new Chapter 3.44 to, amending Section 3.39.010 and 3.39.035 of, and repealing Section 3.40.060 and Chapter 3.82 of the Seattle Municipal Code.	Governance and Education Committee
<b><u>By: Strauss</u></b>		
4. <a href="#">CB 120121</a>	AN ORDINANCE relating to land use and zoning; adopting interim provisions by amending Sections 23.76.004, 23.76.006, and 23.76.032 of, and adding a new Section 23.42.041 to, the Seattle Municipal Code to facilitate occupancy of street-level spaces downtown during the COVID-19 civil emergency; and adopting a work plan.	Land Use and Neighborhoods Committee
<b><u>By: Sawant</u></b>		
5. <a href="#">Appt 01966</a>	Appointment of Emily J. Myers as member, Green New Deal Oversight Board, for a term to April 30, 2022.	Sustainability and Renters' Rights Committee
<b><u>By: Sawant</u></b>		
6. <a href="#">Appt 01967</a>	Appointment of Andrea Ornelas as member, Green New Deal Oversight Board, for a term to April 30, 2022.	Sustainability and Renters' Rights Committee

**By: Sawant**

- |                               |   |  |
|-------------------------------|---|--|
| 7. <a href="#">Appt 01968</a> | Appointment of Deepa Sivarajan as member, Green New Deal Oversight Board, for a term to April 30, 2022. | Sustainability and<br>Renters' Rights<br>Committee |
|-------------------------------|---|--|

**By: Sawant**

- |                               |  |  |
|-------------------------------|--|--|
| 8. <a href="#">Appt 01969</a> | Appointment of Kristina Chu as member, Green New Deal Oversight Board, for a term to April 30, 2023. | Sustainability and<br>Renters' Rights<br>Committee |
|-------------------------------|--|--|



## Legislation Text

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**File #:** CB 120122, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE appropriating money to pay certain audited claims for the week of June 28, 2021 through July 2, 2021 and ordering the payment thereof.

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

Section 1. Payment of the sum of \$23,783,169.98 on PeopleSoft 9.2 mechanical warrants numbered 4100472323- 4100474088 plus manual or cancellation issues for claims, E-Payables of \$62,992.04 on PeopleSoft 9.2 9100009571- 9100009618 and Electronic Financial Transactions (EFT) in the amount of \$91,551,074.46 are presented for ratification by the City Council per RCW 42.24.180.

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

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

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)



## Legislation Text

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**File #:** Res 32009, **Version:** 1

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION providing an honorary designation of S Hill Street between 21st and 22nd Avenues S as “Clarence Acox Jr. Way.”

WHEREAS, for nearly 50 years, since 1971, Clarence Acox Jr. has helped develop the talents of hundreds of young Seattle musicians as director of Garfield High School’s internationally renowned Jazz Ensemble, director of all band programs at Garfield and, more recently, as a founding educator of Seattle’s JazzED program; and

WHEREAS, under Mr. Acox’s direction, the Garfield Jazz Ensemble took first place in 2003, 2004, 2009 and 2010 at New York’s Essentially Ellington National Jazz Band Competition and Festival at New York City’s Lincoln Center, has swept every major competition on the West Coast, including the Lionel Hampton Jazz Festival in Moscow, Idaho, and Oregon’s Mt. Hood Jazz Festival; and

WHEREAS, Mr. Acox has also directed the Seattle University Jazz Ensemble, co-founded the Seattle Repertory Jazz Orchestra in 1995 and himself performed for decades as a drummer with the Floyd Standifer Quartet, as well as with the Clarence Acox Quintet and numerous other musical endeavors; and

WHEREAS, Mr. Acox has won numerous awards including Earshot Jazz’s “Musician of the Year” in 1991, “Educator of the Year” by Down Beat Magazine in 2002, the Seattle Music Educator’s Association “Outstanding Music Educator” in 2004, and the Mayor’s Arts Awards in 2007, and is a 1994 inductee into the Seattle Jazz Hall of Fame; and

WHEREAS, Mr. Acox helped bring jazz education to an even greater population of young players across the



Puget Sound region by co-founding JazzED in 2010; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR  
CONCURRING, THAT:**

Section 1. S Hill Street between 21st Avenue S and 22nd Avenue S shall have an honorary designation as “Clarence Acox Jr. Way.”

Section 2. The City Council requests that the Seattle Department of Transportation manufacture, install, and maintain an honorary sign at a prominent and appropriate location, which shall reflect the “Clarence Acox Jr. Way” honorary designation.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Monica Martinez Simmons, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Calvin Chow/684-4652	N/A

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

### **1. BILL SUMMARY**

**Legislation Title:**

A RESOLUTION providing an honorary designation of S Hill Street between 21st and 22nd Avenues S as “Clarence Acox Jr. Way.”

**Summary and background of the Legislation:**

This legislation designates S Hill St between 21st Ave S and 22nd Ave S as “Clarence Acox Jr. Way.” The legislation further requests that the Seattle Department of Transportation (SDOT) manufacture, install, and maintain street signs for the honorary designation.

Clarence Acox Jr. is a now legendary music educator and musician who first arrived in Seattle in 1971 from his native New Orleans as a band instructor at Garfield High School where he is best known for leading the Garfield Jazz Ensemble to multiple national and regional championships, as well as performances in international venues. Mr. Acox is also very well known as a jazz drummer with multiple performing and recording projects. Most recently, in 2010, he co-founded the JazzED program, which helps train young musicians from across the region, from elementary age beginners to seasoned high school players who will go on to become professional musicians and music educators.

“Clarence Acox Jr. Way” will be located at the new, permanent home of JazzED in the Rainier Valley. JazzED will reimburse the City for the cost of the signs.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?**      ☐ Yes ☒ No

**Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?**

The resolution will require SDOT to manufacture, install and maintain signage for this honorary designation. The requesting sponsor will reimburse SDOT for the \$1,200 cost of the signs.

**Is there financial cost or other impacts of *not* implementing the legislation?**

No

#### **4. OTHER IMPLICATIONS**

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

No.

**b. Is a public hearing required for this legislation?**

No.

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

No.

**d. Does this legislation affect a piece of property?**

No.

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

This resolution will honor a beloved and widely celebrated African-American musician and music educator whose career was centered at Garfield High School in the Central District, as well as JazzED which has been based in the Central District and Rainier Valley.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No impact identified.

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No impact identified.

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

N/A

**List attachments/exhibits below:**

None.



## Legislation Text

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**File #:** CB 120103, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

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

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 a Georgetown Steam Plant Advisory Committee, comprised of experts in business, historic preservation, arts and museum fields, and led a 14-month examination of potential 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 so they may expand public use of the Georgetown Steam Plant as a museum and community resource, allowing fuller development and more community use of this valuable historic resource than would be possible with City Light operating it using ratepayer funds; 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, as the community based organization with which to develop this partnership; 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, operation, use, and daily management of the Georgetown Steam Plant for the public; and

WHEREAS, City Light and the Georgetown Steam Plant Community Development Authority have defined permitted uses of the building and its current and future conditions, and the entities wish to contract

through a long-term lease which enables the Georgetown Steam Plant Community Development Authority to provide increased public programming and access to community and diverse audiences;  
NOW, THEREFORE,

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

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

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

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

certain improvements and maintenance of the decommissioned Georgetown Steam Plant building for day-to-day operations as a museum, historic landmark, and community resource.

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)



Attachments:

Attachment 1 - Lease and Operating Agreement for the Georgetown Steam Plant

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

## **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 **Error! Reference source not found.** 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° 33' 42.1" East 173.78 feet; thence South 32° 27' 58.4" East 516.764 feet; thence South 70° 43' 12.1" West 218.366 feet; thence North 37° 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° 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 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 COUNTYJEF:jrs  
2/3/84

84/10/05

#0702 B

RECD F

5.00

CASHSL

\*\*\*\*\*5.00

11

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.

-1-

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



VI

(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, 19 84,  
and signed by me in open session in authentication of its passage this 10<sup>th</sup> day of

September, 19 84. *Manuel Rios*  
President of the City Council.

Approved by me this 17<sup>th</sup> day of September, 19 84. *Charles Royce*  
Mayor.

Filed by me this 18<sup>th</sup> day of September, 19 84

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

(SEAL)

Published.....

By: *Eust Dule*  
Deputy Clerk.

1. C-5011 KING COUNTY TAKE
2. E-9523 LAMBERT COORDINATES
3. ME-26-M MAP OF GEO-TWIN. PROPERTY
4. N.E.  $\frac{1}{4}$  SECT. 29 - TWP. 24 - R4E - W.M.

**LEGAL DESCRIPTION**

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 TRACT A AND B NORTH 57° 35' 42.1" EAST 173.78 FEET, THENCE SOUTH 52° 07' 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' 39" WEST 228.32 FEET, THENCE NORTH 51° 59' 06.5" WEST 220.04 FEET TO THE WEST LINE OF SAID TRACT A, THENCE ALONG THE SAID WEST LINE OF TRACT A NORTH 1° 26' 39.3" EAST 128.257 FEET TO THE POINT OF BEGINNING.

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

N 1° 26' 38.3" E  
128.257'

N 57° 33' 42.1" E  
173.78'

STEAM PLANT

(VACATED) 13<sup>TH</sup> AVE. S

142.030

228.32  
566° 37' 59" W

11.73" N WIDTH  
361.60

$N 70^{\circ} 43' 12.1'' E$

5.16A

RAIL

REVISIONS			
REV	DATE	APP	DESCRIPTION
MF			

CITY OF SEATTLE  
CITY LIGHT DEPARTMENT

DR NEWBICKS 10'7'83 DATE 10-11-83

Fl: T	15/10/03	10/10/03
-------	----------	----------

CK	1 M	10/10/10	APR 10 11 10 AM '10
----	-----	----------	---------------------

DATE 10-11-85

9	-	0	0	8
ADD	6	4	4	7

[illegible]

GEORGETOWN STEAM PLANT

## HISTORICAL SITE

PROPERTY DESCRIPTION

**CLASS.**

**DRAWING NO.**

C-6190

SCALE  
1"=10'

**EXHIBIT D**

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



VI

(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,

/s/ 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	Ms. Laurie Lehman
Seattle Historic Preservation Officer	Seattle City Light Co.
Dept. of Community Development	Environmental Affairs Division
400 Yesler Building, 2nd Floor	1015 Third Avenue
Seattle, Washington 98104	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 PI 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 of 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

**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**



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4Culture Saving Landmarks | 2015

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:		

Page 1 of 1



**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.)	\$374,928		\$124,928	\$250,000
-- includes labor and materials				
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)	



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.

[illegible]

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

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The following services to be performed at:

### HISTORIC GEORGETOWN STEAM PLANT

6605 13th Avenue South, Seattle, WA

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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

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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 \_\_\_\_\_



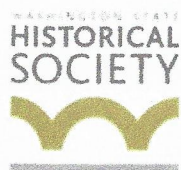
**Georgetown Steam Plant – 4Culture Saving Landmarks Grant Application  
Photo Captions**

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

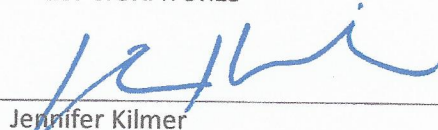
The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

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:

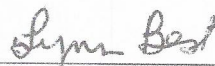
Lissa Kramer, Heritage Capital Projects Manager  
Washington State Historical Society  
1911 Pacific Avenue, Tacoma WA 98402  
253-798-5909 [liisa.kramer@wshs.wa.gov](mailto:liisa.kramer@wshs.wa.gov)

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:

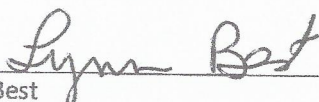
- Update "CIP GTSP Drawings and Specs" to reflect needs for concrete restoration and changes in building codes
- Begin removal of multiple layers of vinyl paint that is trapping moisture; complete in future phase
- Begin repair of multiple cracks, spalls, and missing areas of concrete; complete in future 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

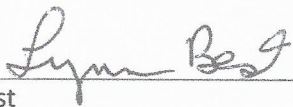
This project will enable public access to the above described history through preservation activities such as:

- 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>\$ 1,646,745</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  
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>	\$ 1,646,745.00
<b>TOTAL GRANT FUNDS (Legislative Appropriation)</b>	\$ 750,000.00
<b>TOTAL PROJECT FUNDS AVAILABLE</b>	\$ 2,396,745.00

**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

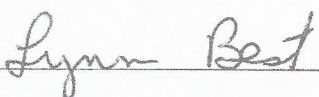


**19-19**  
**ATTACHMENT F**  
**CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS**

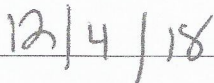
**CERTIFICATION**

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

Date

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

**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

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

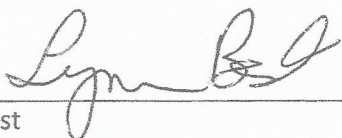
Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:

*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

1/14/19

Date

Exhibit H

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



<h2>Grant and Cooperative Agreement</h2>				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		TOTAL \$500,000.00			
NON-CASH SHARE \$0.00					
RECIPIENT SHARE \$500,000.00					
TOTAL \$1,000,000 \$500,000.00					
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 <i>Megan J. Brown</i>		DATE SEP 25 2019		AUTHORIZED REPRESENTATIVE <i>Lynn Best</i>	
				DATE 9/24/19	



Grant Agreement P19AP00599  
September 20, 2019  
Page 1 of 42

## **Grant Agreement**

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

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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.

Grant Agreement P19AP00599  
September 20, 2019  
Page 4 of 42

## **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:

### **1. 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)

Period Begin Date	Period End Date	Report Due Date
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.

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(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.



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- 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

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

9/24/19  
Date

**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 \_\_\_\_\_

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## 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 Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
Personnel					\$ -
Fringe Benefits					\$ -
Travel					\$ -
Supplies					\$ -
Equipment					\$ -
Contractual					\$ -
Construction		\$ 500,000.00		\$ 500,000.00	\$ 1,000,000.00
Other					\$ -
Indirect Costs					\$ -
<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:

- Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
- Administrative costs necessary to complete and administer the grant requirements
- 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,

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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\_Granttee\_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 INFRASTRUCTURE 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.

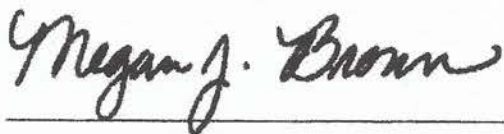
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### **Attachment B – Environmental Certification**

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**

A handwritten signature in black ink that reads "Megan J. Brown". The signature is written in a cursive style and is positioned above a horizontal line.

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

September 20, 2019  
Date



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## 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**



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*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.

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle City Light	Tom DeBoer/206-684-4185	Greg Shiring/206-386-4085

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to the 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.

#### **Summary and background of the Legislation:**

The City of Seattle is the owner of certain real property with King County tax parcel number 700670-0570, commonly known as the Georgetown Steam Plant property. City Light took ownership of the Georgetown Steam Plant in 1951 and maintained its stand-by status as a power generating station through 1974 until fully decommissioning it in 1977.

An Environmental Impact Study was completed in 1978, the results of which led to the Georgetown Steam Plant being listed on the National Register of Historic Places in 1979. In 1980 it was designated a National Historical Mechanical Engineering Landmark, and in 1984 it became a Seattle Landmark and a National Historic Landmark.

The historical significance of the building prompted City Light to contract with a non-profit in 1995 to provide regular maintenance and some public programming, in exchange for a month to month use permit. This arrangement dissolved in early 2014 and staff from City Light began volunteering to host free open houses and guided tours for the general public in late 2014.

In response to the public's enthusiasm, and respecting its legal stewardship responsibilities, City Light began a formal process to determine long-term and economically sustainable ways to increase public access while managing the facility. A 16-person advisory committee was formed of experts in the areas of arts, museum management, historic preservation, and community development.

After 14 months of study, the Georgetown Steam Plant Advisory Committee recommended that City Light maintain ownership of the building and seek an appropriate non-profit partner to manage the regular operations and programming of the steam plant and raise funds for additional amenities to enable better community access.

City Light issued a Request for Proposals in 2018 and selected the respondent, the Georgetown Steam Plant Community Development Authority, in 2019. City Light and the Georgetown Steam Plant Community Development Authority would now like to enter into a lease and operating agreement for the Georgetown Steam Plant property, for a 30-year term, with two optional 15-year extension periods.

## 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? \_\_\_ Yes **X** No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? \_\_\_ Yes **X** No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?  
No.

**Is there financial cost or other impacts of *not* implementing the legislation?**

The educational, cultural, and social value of the Georgetown Steam Plant's intact equipment and history depends on people having access to the building. Contracting with a non-profit partner enables greatly increased access through safety improvements, restoration, and programming. Visitors to the Georgetown Steam Plant have a positive economic impact on the Georgetown neighborhood and Seattle as they dine or shop in the area's small businesses.

## 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?  
No.
- b. Is a public hearing required for this legislation?  
No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?  
No.
- d. Does this legislation affect a piece of property?  
Yes, a map is attached to the Council Bill/Ordinance.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?  
The Georgetown Steam Plant's historical significance and potential to engage diverse audiences is evident when the building is accessible to the public through open houses, tours,



field trips, classes, and arts engagement. By becoming a publicly owned community hub managed by a non-profit, and by offering inclusive and educational programming, the Georgetown Steam Plant will offer a unique cultural resource to the underserved communities around and in its location, specifically those in zip codes 98108, 98118, and 98106.

The Georgetown Steam Plant Community Development Authority is committed through this lease to maintaining a board of directors reflective of diverse communities residing and working in the Duwamish Valley and is partnering with other organizations whose boards and staff represents the same. Their programmatic mission is likewise committed.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No.

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No.

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

The Georgetown Steam Plant is normally staffed by volunteers for four hours per month during City Light's free open house, when there are also two guided tours presented. Incidental and sporadic access to the steam plant is allowed for other group tours, photography and film shoots, and occasional art performances and exhibits. 10,000 people have visited the steam plant through these means since October 2014.

The Georgetown Steam Plant Community Development Authority will phase in to opening the plant more hours per week, including weekdays and weekend evenings, eventually expanding to over 30 hours per week. This will allow a broader audience access to the building and programs. They will work with partners in the community like Art Corps and the Environmental Coalition of South Seattle to continually build connections with new partners and reach underserved audiences with expanded programming in the areas of science, history, technology, art, engineering, and math.

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Res 32007, **Version:** 1

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION related to the City Light Department, adopting a 2022-2026 Strategic Plan for the City Light Department and endorsing the associated five-year rate path.

WHEREAS, in consultation with the Mayor and the City Council, the City Light Department (“City Light”)

initiated the strategic planning process in 2010 to provide more transparency and accountability for decision-making within City Light; and

WHEREAS, Resolution 31383, adopted July 2012, approved City Light’s 2013-2018 Strategic Plan and six-year rate path, and directed the utility to review and update the Strategic Plan every two years, adding two years to the Strategic Plan and re-evaluating the remaining four years of the existing Strategic Plan; and

WHEREAS, since 2012, City Light has revised and updated its Strategic Plan biennially, and has provided annual reports on the progress of Strategic Plan initiatives to the appropriate City Council committee; and

WHEREAS, the 2020 strategic planning process was impacted by COVID-19 and related pandemic response efforts, and the original 2021-2026 Strategic Plan has been amended to be a 2022-2026 Strategic Plan that covers a five-year period (Attachment 1 to this resolution); and

WHEREAS, City Light intends to resume a six-year planning cycle and deliver an updated 2023-2028 Strategic Plan in the spring of 2022; and

WHEREAS, City Light has developed a five-year plan and rate path that supports our commitment to delivering affordable, reliable electricity in an environmentally responsible way to our customers and

the communities we serve. It also lays the foundation, a shared vision, and the path forward to meeting our customers' emerging needs and becoming the utility of the future; and

WHEREAS, City Light faces challenges that include continuing need for investments in our infrastructure; evolving customer expectations; declining retail energy consumption; impacts of retirements and legacy work processes; and climate change and fostering clean, renewable energy sources; and

WHEREAS, City Light conducted extensive outreach regarding the Strategic Plan, with customer and stakeholder group meetings, neighborhood open houses, limited-English-proficiency customer outreach, a market research survey, and social media outreach; and

WHEREAS, the resulting 2022-2026 Strategic Plan, which includes a five-year rate path, is a package of initiatives and investments to respond to industry challenges, improve the customer experience, strengthen our infrastructure to support decarbonization, ensure financial stewardship and affordability, and reflect a post-COVID environment by effecting organizational change, promoting diversity and inclusion, as well as contributing to The City of Seattle's vision for our city while providing our customers with affordable, reliable, and environmentally responsible energy services; and

WHEREAS, per Ordinance 123256, the City Light Review Panel ("Review Panel") is charged with representing City Light ratepayers and with reviewing and assessing City Light's strategic plans; and

WHEREAS, since 2013 the Review Panel has reviewed City Light's progress in carrying out the Strategic Plan on a quarterly basis and has also reviewed the Utility's proposed changes for the 2022-2026 Strategic Plan; and

WHEREAS, the Seattle City Light Review Panel has identified several issues facing City Light in the next few years including the growing accounts receivables balance, a need for modernization of the electric grid, rising labor costs, continued need to respond to our region's deeply held environmental values, and continued financial vigilance and reduced dependence on debt financing to keep electric service affordable in its letter dated May 14, 2021 (Attachment 2); and



WHEREAS, the City Council has reviewed the Strategic Plan Update, the associated five-year rate path, the recommendation of the Review Panel, and the results of customer and stakeholder engagement; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:**

Section 1. The City Council adopts City Light's 2022-2026 Strategic Plan (the "Strategic Plan"), a copy of which is attached to this resolution as Attachment 1 and incorporated by reference.

Section 2. To achieve the goals of the Strategic Plan, the annual rate increases for the following five years as shown in the table below are endorsed.

2022	2023	2024	2025	2026
3.9%	3.8%	3.8%	3.0%	3.0%

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Seattle City Light 2022-2026 Strategic Plan

Attachment 2 - City Light Review Panel Comment Letter on Proposed 2022-2026 Seattle City Light Strategic Plan



# RECOVER REFOCUS RESTART

2022–2026 Strategic Plan

# RECOVER, REFOCUS, RESTART

Over 900,000 people in the Seattle area rely on Seattle City Light every day to keep their homes comfortable, businesses operating, and communities vibrant. It is our responsibility and privilege to provide our customers power that is reliable, affordable, and environmentally responsible.

Like many things in 2020, our strategic planning process stopped abruptly when COVID-19 hit. We quickly pivoted to focus on the immediate safety and health of our community, customers, and employees.

I am so proud of the work done by Seattle City Light staff. They quickly learned new ways to work, from virtual meetings to new work-safety requirements. In a time filled with fear and uncertainty, they stayed focused on taking care of our customers, neighbors, and their colleagues. They made sure people were safe, helped those who were struggling to pay, and maintained progress on critical projects.

Now, with a hopeful eye to the future, we have returned to our strategic plan. We know times are still uncertain, and that our region’s recovery is likely to be sporadic. But the plan is our North Star compass, keeping us oriented to where we ultimately intend to be.

As a public utility, our goals are defined by our customers and the communities we serve. The public has made clear they expect us to deliver affordable, reliable electricity in an environmentally responsible way. They also count on us to handle any crisis that comes along while we meet their evolving needs. That’s why we need a shared vision, institutional flexibility, and more than one path to becoming the utility of the future. I believe this plan defines our destination while maintaining the flexibility we will need to deal with the uncertainty ahead.

A strategic plan is no substitute for values. I’m proud of Seattle City Light and the values we share with the communities we serve. We will continue to deliver reliable energy to our customers while working to also improve the environment, advance equity, achieve excellence, put customers first, and take care of our employees. We are honored to be a force for the Seattle area’s recovery as we work together to build a more equitable, sustainable future.

Thank you,



Debra Smith  
General Manager & CEO

## About Seattle City Light

Seattle City Light, a department of the City of Seattle, is one of the nation’s largest publicly owned utilities in terms of the number of customers served. Our customers include the cities of Seattle, Shoreline, Burien, Lake Forest Park and portions of Normandy Park, Tukwila, Renton, SeaTac, and unincorporated King County.

We are funded by customer revenue, not taxes, and governed by the elected leaders of the City of Seattle.

As a recognized national leader in energy efficiency and environmental stewardship, Seattle City Light provides low-cost, reliable, and environmentally responsible electric power. We meet over half of our customers’ electric needs from hydropower dams owned and operated by Seattle City Light. Most of the remaining power comes from hydropower purchased from the Bonneville Power Administration and investments in renewable and conservation resources. We are proud to offer our customers some of the lowest electricity rates in the nation.

## BY THE NUMBERS

Service Area Population:	955,116
Customers	
Residential:	429,690
Non-residential:	51,398
Personnel (FTE):	1,793
Meters:	482,608 (95% Advanced Meters)
Distribution Circuit Miles:	Looped Radial: 2,340   Network: 267
Major Substations:	16
Commercial/Industrial Power Transformers:	56
Network Distribution Circuit Miles:	309
Peak Use, MW:	1,757
Annual Energy Savings from Conservation, KWh:	83,046,206

### WHY THIS IS A FIVE-YEAR PLAN

Typically, Seattle City Light’s strategic plans cover six-year periods. However, due to COVID-19, our planning process was delayed in 2020 and this plan was revised from a six-year (2021-2026) to a five-year (2022-2026) period.

We’ll resume the six-year planning cycle with the 2023-2028 Strategic Plan.



# OUR MISSION

Seattle City Light provides our customers with affordable, reliable, and environmentally responsible energy services.

## VISION

Create a shared energy future by partnering with our customers to meet their energy needs in whatever way they choose.

## VALUES

**CUSTOMERS FIRST:** We believe customer service is everyone's job. We pledge to be approachable, respectful, and responsive in providing products and services that our customers want and need.

**ENVIRONMENTAL STEWARDSHIP:** We care about the environment and we are dedicated to enhancing, protecting, and preserving it for future generations.

**EQUITABLE COMMUNITY CONNECTIONS:** We are proud to be a local, community-owned utility. We are visible and actively involved in the communities we serve. We are rooted in our commitment to racial diversity, social justice, and the equitable provision of services to all.

**OPERATIONAL AND FINANCIAL EXCELLENCE:** We strive for excellence, are forward-focused, and seek new and innovative solutions to meet the challenges of today and tomorrow. We prioritize our investments and operating choices to build upon our strong financial foundation and solid, reliable infrastructure.

**SAFE AND ENGAGED EMPLOYEES:** We actively practice our commitment to employee and public safety. We treat each other with kindness and respect, are personally accountable, and work effectively in teams.







# FROM PANDEMIC TO PROGRESS: CITY LIGHT SUCCESSES

In 2020, the utility faced extraordinary challenges — the coronavirus pandemic, the shuttering of businesses and massive job losses, dangerous air quality, and heightened calls to address racial disparities and injustice. Throughout these difficult times, the utility adapted to provide safe work environments for its employees, maintain essential services to customers, and learn from the experience to build a stronger utility moving forward.

## **Responded to COVID-19**

We mobilized quickly and comprehensively to continue delivering services during a severe public health, economic, and social crisis. Our employees found new ways to adapt their work—from rethinking how crews deploy to setting up home offices (often next to home-school “classrooms”). We also restricted planned outages to reduce impacts to customers.

COVID-19 forced us to adjust plans and practices to respond to new norms and changing demands for service. Our workforce was agile, resilient, and caring. In the face of great uncertainty and distress, we honored our mission, lived by our values, and provided help to the most vulnerable among us.

## **Advanced Our Carbon-Neutral Transportation Future**

The utility’s Transportation Electrification Strategic Investment Plan identifies what’s necessary to expand transportation electrification to meet our carbon-neutral goal. The plan describes how data and community and stakeholder input will help build an equitable and electrified transportation system.

The plan is already in action. We’re working with King County Metro and Washington State Ferries to build the necessary electrical infrastructure to support public transit electrification. This will significantly benefit communities that rely on public transit and will reduce air and noise pollution where impacts are greatest. We’ve expanded electric vehicle charging infrastructure, invested in electrification of our fleet, and started constructing a charging depot for municipal and private fleets. We are also piloting time-of-day rates that enable transportation electrification by encouraging off-peak vehicle charging for residential and commercial customers.

We’ll build on these existing commitments to develop future offerings to support equitable electric transportation for all and reduce emissions across the region.





## Made Customer Service More Personal and Convenient

We are committed to continually improving our service to customers. As customer expectations and technologies change, so must our business practices. We've transformed many important customer services, such as launching a Business Customer Service Center pilot program that provides concierge services and developing an online customer portal. The portal includes improved account management tools and the ability for customers to see and respond to real-time usage data. This means customers can easily open and close accounts through self-serve options and businesses have tools to make their work easier.



## Invested in Critical Infrastructure and Assets

We continue to make strategic, reliability-enhancing investments in our generation, transmission, and distribution systems.

Hydropower is clean, carbon-free energy and provides about half of our customers' power. We upgraded our hydroelectric generation with improvements in dam safety and long-term system and facility planning.

The replacement of aging wooden utility poles was particularly important and challenging in 2020 due to the need to limit planned outages. Thanks to committed crews and staff, we were able to significantly accelerate our pole replacement schedule and develop a robust strategy to replace poles that require long-duration permitting efforts.

Additionally, we invested in undergrounding facilities along the Seattle waterfront and added capacity for light rail.



## Joined the Western Energy Imbalance Market

City Light joined the Western Energy Imbalance Market (WEIM) in 2020. This advanced market system automatically finds low-cost energy to serve real-time consumer demand across the West. WEIM enhances grid reliability and generates cost savings for participating utilities. In addition to providing economic advantages, the market improves the integration of renewable energy, which leads to a cleaner, greener grid. The City Light team successfully entered WEIM during an unusually challenging time and our first year of participation has had positive financial results.



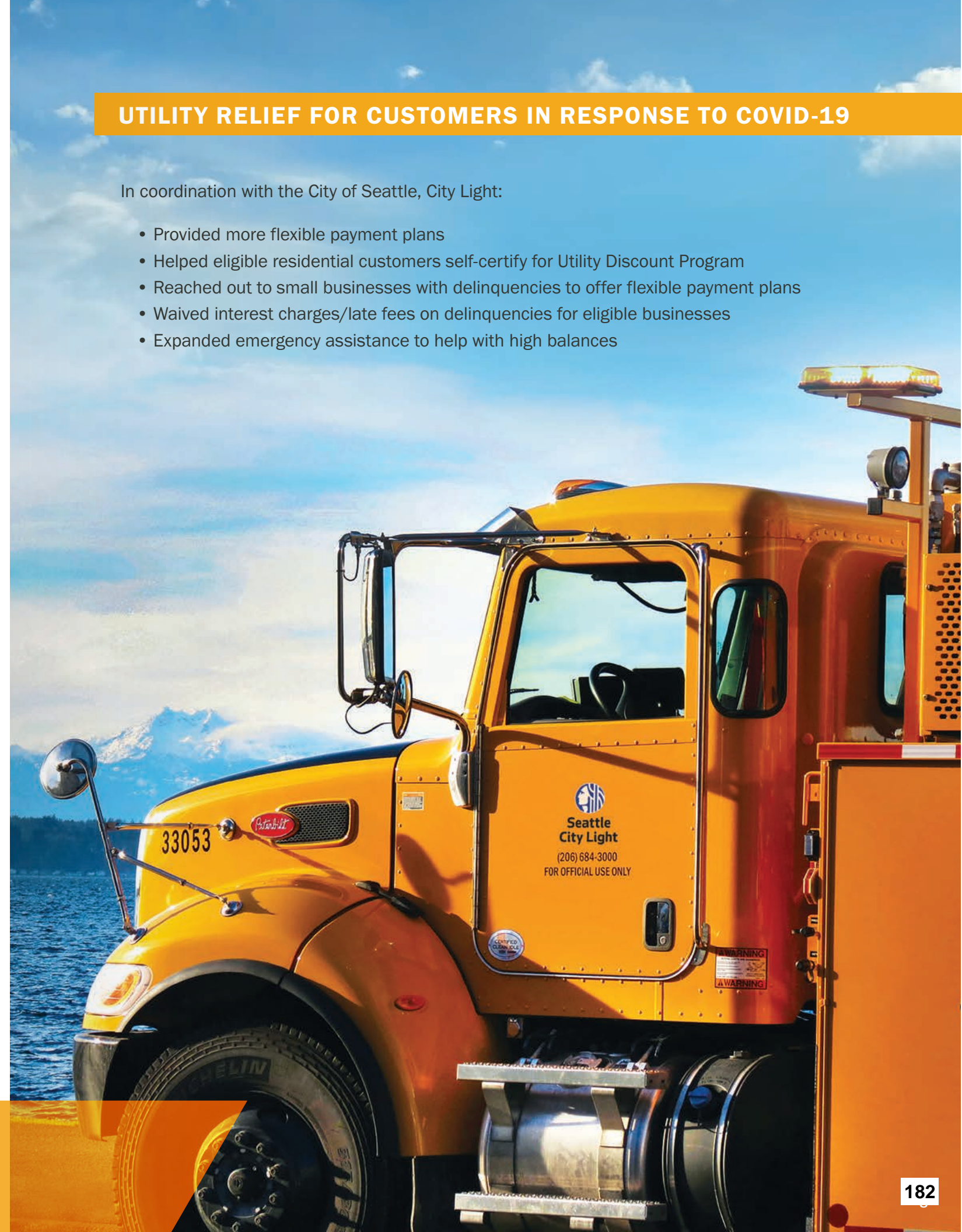
## Earned the Highest Reliable Power Provider Designation from the American Public Power Association (APPA)

In 2020, City Light was one of only 47 utilities to earn the Diamond Reliable Public Power Provider (RP3)<sup>®</sup> designation from the APPA. This award recognizes public power utilities for proficiency in reliability, safety, workforce development, and system improvement. This three-year designation shows the utility's dedication to safety, reliability, and sound business practices.

## UTILITY RELIEF FOR CUSTOMERS IN RESPONSE TO COVID-19

In coordination with the City of Seattle, City Light:

- Provided more flexible payment plans
- Helped eligible residential customers self-certify for Utility Discount Program
- Reached out to small businesses with delinquencies to offer flexible payment plans
- Waived interest charges/late fees on delinquencies for eligible businesses
- Expanded emergency assistance to help with high balances





# STRATEGIC PLAN PERFORMANCE METRICS

The strategic plan uses performance metrics to track progress and provide insights that allow us to refine our work. Overall, we’re making good progress, but there’s more work to be done. Here are a few examples of how our work benefits the utility, customers, and the community:

RELIABILITY	2016	2017	2018	2019	2020	TARGET 2021
Outage Duration: SAIDI (in minutes) <sup>1</sup>	61.0	64.5	58.3	71.9	67.0	64.3
Outage Frequency: SAIFI <sup>2</sup>	0.50	0.40	0.50	0.50	0.49	0.47
Generator Availability	83.8%	81.5%	89.1%	84.1%	77.1%	81.4%
Miles of Line Trimmed <sup>3</sup>	553	417	373	408	323	400
CLEAN ENERGY						
Energy Efficiency Incremental Average Megawatts (aMW) <sup>4</sup>	14.0	15.4	14.4	13.0	10.5	10.8
SOCIAL JUSTICE						
Utility Discount Program Participants	28,000	33,000	31,924	34,028	42,094	n/a <sup>5</sup>
Purchases from Women & Minority Business Enterprises (\$ millions)	\$15.20	\$14.00	\$11.50	\$13.00	\$19.70	\$16.37
FINANCE						
Debt Service Coverage	1.70	1.90	1.80	2.10	1.73 <sup>6</sup>	1.79

<sup>1</sup> SAIDI – System Average Interruption Duration Index (average total number of minutes per year of sustained outage per customer served)  
<sup>2</sup> SAIFI – System Average Interruption Frequency Index (average number of times a customer’s electric service was interrupted in the year)  
<sup>3</sup> Tree trimming and vegetation management as measured by transmission line miles  
<sup>4</sup> Measures our performance toward reaching our state-mandated energy savings target. In 2020, in-home services were suspended for safety due to COVID-19.  
<sup>5</sup> There is no Utility Discount Program or Emergency Low-income Assistance Program target for 2021. Instead, the focus will be on improving the application process and removing barriers to apply—thereby increasing the number of new enrollees.  
<sup>6</sup> Unaudited



# LOOKING FORWARD

Our customers rely on us to keep the power on, no matter the situation. To do this, we need a clear vision of where we want to go and plans for how to get there. These plans must continually adapt to changes in our community, the industry, and the world.

Our values, mission, and vision shape all our planning. They reflect who we are, why we're here, and what we aspire to. Our vision is where we are headed and our source of inspiration.

The strategic plan guides us on our path. It's our North Star—a navigational aid to help us get to our destination. The plan takes a high-level, longer-term view; it identifies our key strategic assets, and it leverages these assets to help us navigate uncertainty.

The strategic plan informs other detailed and more frequently updated plans.

Our annual workplan sets service and performance goals and guides our day-to-day operations. Financial plans such as the Capital Improvement Program, rate trajectory, and budget help us manage our resources wisely.

## SEATTLE CITY LIGHT STRATEGIC PLAN 101:

- WHAT?

A framework for making informed decisions to meet current and future needs of Seattle City Light and its customers.
- WHO?

Seattle City Light's executive team leads the planning effort with input from the Seattle City Light Review Panel, City of Seattle policymakers, community members, business representatives, customers, employees, and other stakeholders.
- WHY?

Disruption is the new normal. Pandemics, climate change, evolving customer needs, new technologies, and a generational wave of retirements are just a few of the disruptive forces creating major challenges for our industry.

# OUR PLANNING PROCESS





# COMMUNITY VOICES

## We Heard From You

Seattle City Light uses insights from customers and the community to inform our strategic planning and daily work.

In March and April 2021, Seattle City Light met with 11 stakeholder groups to present the utility’s draft 2022-2026 Strategic Plan. This included the City Light Environmental Advisory Board, members of the City of Seattle’s Environmental Justice Committee, the Seattle Renters’ Commission, representatives from the utility’s franchise cities, members of the NW Energy Coalition, representatives from the Seattle 2030 District and Business Owners and Management Association, representatives from the Multi-Service Center and Hopelink, and representatives from the utility’s managed accounts.

Several presentations were given to Seattle City Light staff — including presentations to our Race and Social Justice Change Team — and a Virtual Town Hall was held on April 15, which was open to the public.

In total, City Light engaged with over 200 individuals who brought a variety of perspectives to each discussion about the priorities presented in the plan.

### AREAS OF INTEREST EXPRESSED

- Having a greater voice in the direction of new City Light programs
- Seeing City Light programs and initiatives roll out at a quicker pace
- Supporting City Light’s plan to control debt

### OPPORTUNITIES IDENTIFIED

- Aligning City Light’s customer-facing programs with other City of Seattle departments
- Reimagining City Light’s bill assistance programs to help those in need who may not be served by existing programs
- Looking at energy burden holistically and reimagining assistance options
- Lifting up and supporting environmental justice work already underway at the community level

## ENDING INSTITUTIONAL RACISM IN GOVERNMENT

City Light takes its lead from the City-wide Race and Social Justice Initiative to end institutional racism in government. The initiative’s long-term goal is to change the underlying system that creates race-based disparities to achieve racial equity in our community. Developing a utility-wide culture of learning around identity and power is essential to making equitable decisions in how we work with each other and customers. City Light’s commitment to advance race and social justice continues building on efforts to:

- embed equity in utility decisions by strengthening our use of the Racial Equity Toolkit;
- identify and remove barriers to equitable employee and customer experiences; and
- deepen staff education, engagement, and leadership development around our collective practice of anti-racism.

## City Light Review Panel

The City Light Review Panel<sup>7</sup> provides advice and recommendations to the Mayor and City Council on the utility’s strategic plan and rates. The panel includes representatives from private, public, and nonprofit sectors, utility experts, business leaders, and community representatives. They meet with City Light leaders regularly and provide valuable input that helps shape the development of the strategic plan and other efforts.

**Leon Garnett (Chair)**, Low-Income Customer Advocate  
**Mikel Hansen (Co-Chair)**, Commercial Customer Representative  
**Anne Ayre**, Industrial Customer Representative  
**Scott Haskins**, Utility Financial Analyst  
**Sara Patton**, Nonprofit Energy Efficiency Advocate  
**John Putz**, At-Large Customer Representative  
**Tim Skeel (pending confirmation)**, Economist

<sup>7</sup> The Seattle City Light Review Panel was created March 22, 2010, through City Council Ordinance Number 123256. There are currently two panel vacancies—the residential customer and suburban franchise cities representatives.



Community Solar Project, Jefferson Park



OUR BUSINESS STRATEGIES ARE BROAD, MULTI-YEAR  
AREAS OF FOCUS THAT WILL HELP US ACHIEVE OUR VISION.

# IMPROVE THE CUSTOMER EXPERIENCE

The energy industry is evolving, and as it does, customers will benefit from more customized services.

Although Seattle City Light has always kept the customer at the heart of our work, changing expectations, as well as emerging needs, mean we need to do even more. We are focused on engaging with our customers and helping employees see the impact of their actions from the customers' perspective.

When we listen to our customers and act on what we hear, we are better able to anticipate needs, deliver excellent service, and help our customers make smart energy choices that help them and the planet.

## Projects, Initiatives, Activities:

### INTEGRATE THE 'VOICE OF THE CUSTOMER' INTO OUR ORGANIZATIONAL CULTURE:

We will make use of customer research and engage with and equip our employees with the tools, skills, and support they need to prioritize customer needs and make "Customers First" a reality.

**STRENGTHEN AND FIX CORE CUSTOMER SERVICES:** Service delivery will be improved by redesigning old processes (e.g., implement Advanced Meter Infrastructure Phase 2, identify and resolve customer pain points through the multi-year "Service-to-Bill Process Improvement Project," which includes appropriately resourcing customer engineering services and improving service delivery timelines).

**EXPAND CUSTOMER SERVICE OPTIONS:** To meet customers' individual needs, we will develop new programs and services. For example, we will grow programs such as the business customer service center pilot, offer new energy efficiency programs, and provide public and residential home charging pilots. We'll also work with community partners and the City of Seattle to increase the effectiveness of our utility bill assistance programs.

## OBJECTIVE:

- Consistently meet customers' needs by providing employees with the opportunities and training required to deliver targeted and responsive solutions

## SUCCESS MEASURES:

- Customer satisfaction scores from industry experts and our own research (e.g., J.D. Power rating and Seattle City Light longitudinal benchmarking survey)





# CREATE OUR ENERGY FUTURE

Our energy future is based on carbon-free renewable resources. However, moving away from fossil fuels will require significant commitments and partnerships. New infrastructure is needed to ensure electricity can be accessed wherever and whenever people need it. Similarly, customers will need more options for accessing and paying for electricity.

Our energy future must also have robust safeguards in place to prevent and mitigate against serious and evolving threats. Our city and society rely on the electric system to deliver essential services that, in turn, support other critical sectors such as financial services, communications, transportation, and other utilities. This makes us a top target for attack. We must be vigilant in continually tracking risks, addressing vulnerabilities, and securing our assets.

## Projects, Initiatives, Activities:

**FUND AND IMPLEMENT THE ‘UTILITY NEXT’ PORTFOLIO:** Utility Next will enable projects needed to achieve Seattle’s clean energy vision. This includes transformation of our grid while also contributing to the long-term economic recovery and clean energy development of our region. Projects in this portfolio will modernize the grid, support large-scale renewables and storage, expand transportation electrification, prepare the workforce to meet the needs of the future, reinvent large capital projects, and advance building electrification.

**IMPLEMENT GRID MODERNIZATION ROADMAP:** Our carbon-free future depends on the electrification of transportation and other economic sectors; and this requires a stronger, smarter grid to handle the increased consumption. The roadmap will show us the way forward and prioritize investments needed to support electrification and increase grid flexibility, automation, reliability, and resiliency.

**IMPLEMENT ELECTRIFICATION PLANS:** We will develop, offer, and implement programs authorized by the Transportation Electrification Strategic Investment Plan, meet building electrification objectives that are consistent with City policies and codes, and support the development of the clean energy workforce.

**INTEGRATE DISTRIBUTION SYSTEM AND RESOURCE PLANNING:** The Integrated Resource Plan will be aligned and incorporated into other complementary planning efforts, including transmission and distribution planning, environmental planning, and the Clean Energy Transformation Act (CETA) Implementation Plan.

**DEMONSTRATE LEADERSHIP AND COLLABORATION:** We will lead long-term regional decarbonization and electrification planning efforts, collaborate to ensure the capacity and availability of carbon-free generation resources, and support the development of regional solutions. As part of Skagit River Hydroelectric Project relicensing, we will partner with government agencies, sovereign Tribes, and regional stakeholders on environmental studies and mitigations to continue to deliver environmentally responsible, safe, and renewable energy.

## OBJECTIVES:

- Build and maintain a smart, resilient, flexible, dynamic, and reliable grid infrastructure
- Prepare for the increased integration of distributed energy resources and more customer options
- Work to reverse historic inequities and avoid collateral harm to underserved populations by intentionally prioritizing their needs as we create our energy future

## SUCCESS MEASURES:

- Increased load and revenue associated with electrification
- Penetration of automation on our grid
- Reduction of emissions in Environmental Justice communities



# DEVELOP WORKFORCE & ORGANIZATIONAL AGILITY

Our industry is transforming quickly, and so are our customers' needs. Our products and services must keep pace. Seattle City Light employees are essential to this evolution, which is why we must continue to build their skills, create a supportive and diverse culture, provide them with the right tools and resources to help them succeed and stay safe, and make sure there's a talent pipeline to fill and promote the jobs of the future.

Our jobs aren't easy—and some are very dangerous—so making sure our workforce is well trained and prepared is critical.

Investing in our people and processes will pay off for customers through increased accountability, new efficiencies, better customer service, and new service offerings.

## Projects, Initiatives, Activities:

**INSTITUTIONALIZE ORGANIZATIONAL CHANGE MANAGEMENT:** A formal change management program will be established to provide consistent structure, standards, training, coaching, and resources. This will help employees successfully adapt to and master changes in job functions, business processes, and technology usage.

**BUILD AN AGILE WORKFORCE:** Our work in this area will include anticipating new strategic staffing needs, providing training and development opportunities that prepare employees for the future, supporting the culture change needed for future success, and building a workforce that reflects our community's diversity.

## OBJECTIVE:

- Foster an organization that is nimble, adaptive, and responsive and cultivate a workforce with the skills and knowledge to advance social justice

## SUCCESS MEASURES:

- Workforce development and culture metrics (e.g., diversity, recruitment, employment, promotion, and retention measures, and employee culture survey results)
- Development of foundational and equitably distributed resources and training to do their jobs successfully



# ENSURE FINANCIAL HEALTH & AFFORDABILITY

Financial stability is essential to everything we do. Responsible financial planning makes it possible to develop innovative energy solutions, plan for critical investments, and keep our rates affordable.

Some of this work is internally focused, with a long-term debt strategy and improved budget monitoring. But when we make progress in these areas, our customers benefit with more choices and stable and affordable prices.

## Projects, Initiatives, Activities:

**CONTROL RATE INCREASES:** While City Light's rates need to keep up with costs to keep the lights on, the utility is committed to holding rate increases to a trajectory that resembles inflation. To do this, we will restructure our project tracking and improve budget management to drive accountability. This will allow us to lower labor costs and right-size the capital program. Because prudent debt management is crucial for affordability in the long term, City Light will work with the Review Panel to develop targets and policies to inform our capital financing strategies.

**PRICE SERVICES FOR THE FUTURE:** In our new energy future, clean energy technologies will power our homes and businesses, small generation sources, like solar, will become more common, and transportation electrification will continue to grow. The way we structure our rates needs to adapt to the new energy future, too. Building on new technology from advanced meters and billing system upgrades, City Light will continue to deliver the strategies outlined in our 2018 Rate Design Report by rolling out new pricing options that encourage decarbonization and grid flexibility while also helping residents and businesses manage their energy costs.

**ROAD TO RECOVERY:** Stable revenues are essential to sustain our financial health and deliver affordable electricity. As City Light prepares to restart credit and collections after a five-year hiatus, we need to review and update our policies, services, and practices. At the same time, we must be transparent, fair, and mitigate the impacts of racial and economic barriers. We recognize that many of our customers are still struggling in the wake of the COVID pandemic and we will work diligently to ensure that those facing financial hardships are aware of and have meaningful access to assistance.

## OBJECTIVE:

- Support long-term affordability in Seattle by offering rates that are transparent, understandable, reasonable, equitable, and consistent for all customers, including vulnerable populations. This commitment includes developing a sustainable and predictable approach to setting rates over time.

## SUCCESS MEASURES:

- Rate path delivered according to current and prior strategic plan commitments
- A debt service coverage ratio of 1.8 or higher
- Capital financed 60 percent or less by debt



# WE POWER

“We Power”<sup>8</sup> refers to our core function as a utility in providing electricity services to customers. This is central to all we do and reflects the core mission of our workforce.

As we work on the new efforts outlined in this strategic plan, we will remain committed to our core business operations and delivering value to our customers in Seattle and our franchise cities.

## OBJECTIVES:

- Continue to advance our mission to provide our customers with affordable, reliable, and environmentally responsible energy services
- Prioritize diversity, equity, and inclusion in all that we do
- Actively manage and mitigate the constraints, risks, and uncertainty of operating in a COVID-adjusted environment

## SUCCESS MEASURES:

- Operational dashboards will track performance metrics for each line of business

<sup>8</sup> “We Power” reaches beyond the City of Seattle. We also serve customers in Shoreline, Burien, Lake Forest Park and portions of Normandy Park, Tukwila, Renton, SeaTac, and unincorporated King County.





# KEEPING CUSTOMER BILLS AFFORDABLE AND STABLE

City Light’s rates are designed to collect the revenue needed to maintain existing and planned operations while also moving forward on the strategies, programs, and investments in this plan. Our revenues must cover debt service, operations and maintenance, and costs associated with delivering power. As a public-owned utility, customer affordability is a key driver to our financial planning and actions.

## Factors Driving Rates

**INFRASTRUCTURE INVESTMENTS** — These are the costs for capital work and to repay bonds taken out to fund past, present, and future capital programs. Major capital projects currently in progress include replacing utility poles, Boundary Hydroelectric Project licensing mitigation, and Skagit River Hydroelectric Project relicensing.

**DEBT SERVICE COVERAGE** — Debt service coverage measures the ability of an organization to use its operating income to repay all its debt obligations, including repayment of principal and interest on short-term and long-term debt. City Light financial policy (Resolution 31187) requires us to have debt service coverage well above (1.8 times) what is required to pay our debt obligation. Our strong financial record gives us a favorable bond rating and lower borrowing costs.

**OPERATIONS AND MAINTENANCE, TAXES, AND OTHER** — These are the costs to run the utility and maintain our plants and equipment. This broad category includes costs associated with power production, distribution and transmission, customer services, and administrative support.

**POWER COSTS** — These are the costs to purchase power and the transmit electricity. These costs can vary dramatically due to climate and market forces. More snowpack in the mountains gives us more hydro resources, for example. By the same token, drought may reduce our revenue. City Light’s largest purchase power contract is with the Bonneville Power Administration.

**DECLINING RETAIL DEMAND** — The decline in electricity consumption creates upward pressure on rates. Our current rate structure is primarily based on how much electricity our customers use; if customers use less electricity, the utility collects less revenue. Maintaining the power infrastructure is very capital intensive, and these fixed costs do not shrink with less energy use. That reality can be at odds with our long-standing ethic around conservation and the wise use of electricity. Looking into the future, the electrification of transportation and buildings offers new opportunities for load growth to reduce upward rate pressure. City Light’s current load forecast is shown in the chart on page 27.



# PLANNING FOR FUTURE DEMAND

Forecasting future demand for electricity is very important so City Light can balance supply and demand and minimize our bulk electricity costs.

Even as the Seattle region has experienced explosive growth over the past decade, City Light customers' energy consumption has been trending downward due to advancements in energy efficiency.

In 2020, COVID-19 struck and stay-home orders were enacted across the region. City Light saw a deep drop in demand for electricity as commercial spaces across our predominantly urban service territory emptied. City Light saw a sharp reduction in demand for electricity from offices, schools, universities, and places of gathering like churches and theaters. While residential demand for electricity increased some due to telework, this increase was surpassed by commercial load decline. The timeline for economic recovery from the pandemic, particularly in the downtown core, will be a key driver for Seattle-region electricity demand during the upcoming five-year planning horizon.

Looking further into the future, City Light sees electrification of buildings and transportation as key to stabilizing demand for electricity. The speed at which our region moves away from fossil fuels through changing building codes, adoption of electric vehicles, and other climate change policy all have the potential to significantly impact City Light's future retail demand. (See chart below.)

## SEATTLE CITY LIGHT RETAIL SALES FORECAST

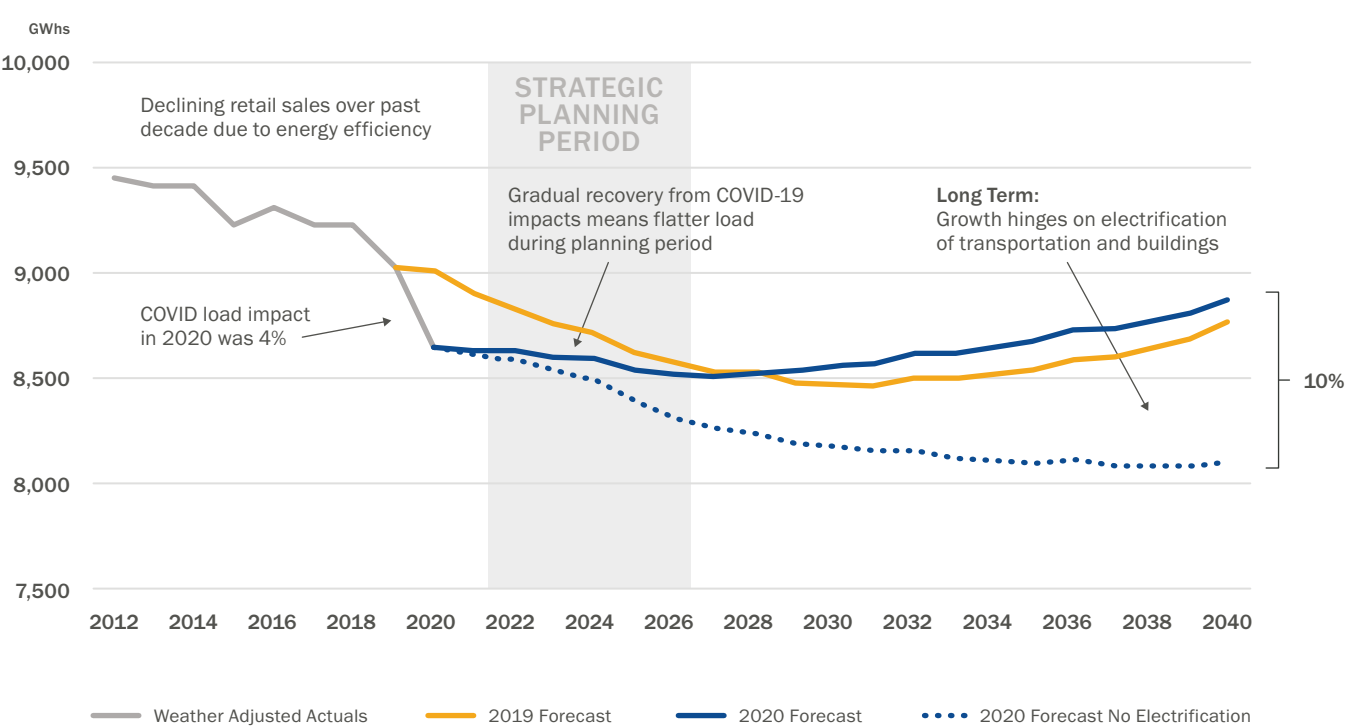


Photo Credit: Hugo C. Ludeña



# FUNDING THE PLAN: OUR 5-YEAR RATE PATH

Seattle City Light is committed to providing strong, secure, and flexible energy infrastructure so all our customer-owners have access to reliable and affordable electricity, whenever they need it and wherever they are.

We have a long history of doing just that. Yet, looking ahead, we must confront major challenges, including the pandemic response, permanent changes to the way people work, and economic recovery. These challenges will exacerbate the need to balance essential investments with our shared financial reality.

In line with our commitment to keeping rate increases low, Seattle City Light recommends the rate path shown in the table below, to ensure the utility can deliver the best customer service in an affordable, equitable, reliable, and environmentally responsible manner.

The strategic plan proposes a five-year rate path that increases 3.5 percent annually, on average.

## PROPOSED RATE INCREASE SUMMARY

	2022*	2023	2024	2025	2026	AVG
Annual Increase	3.9%	3.8%	3.8%	3.0%	3.0%	3.5%

\* Rate approved by Seattle City Council in March 2021.

The table below shows potential bill impacts as examples only. Customers who decrease their consumption through energy efficiency measures will experience smaller bill impacts. Conversely, as customers electrify their homes and vehicles, they will see increased City Light bills, while petroleum and natural gas costs come down.

## CUSTOMER BILL IMPACT EXAMPLES: MONTHLY INCREASE PER YEAR

BILL EXAMPLE	2021	2022	2023	2024	2025	2026
	AVG. BILL	INCREASE				
Residential*	\$76.77	\$3.00	\$3.04	\$3.18	\$2.61	\$2.68
Residential-UDP (60% Discount)	\$30.71	\$1.20	\$1.22	\$1.27	\$1.04	\$1.07
Small Commercial (Car Wash)	\$465	\$18	\$18	\$19	\$16	\$16
Medium Commercial (Retail)	\$7,436	\$290	\$294	\$308	\$252	\$259

\* Assumes a typical residential customer using 634 kWh/month

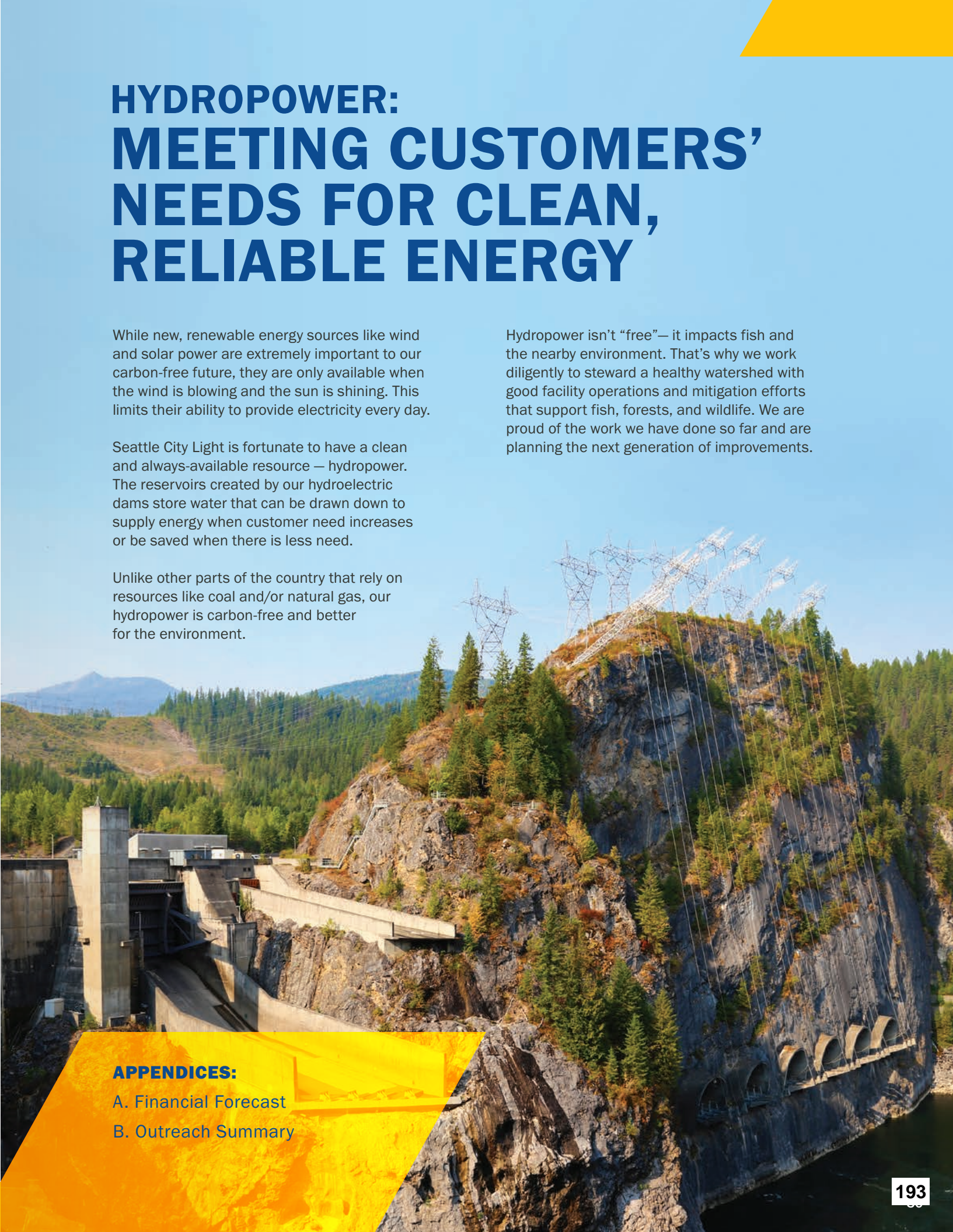
# HYDROPOWER: MEETING CUSTOMERS’ NEEDS FOR CLEAN, RELIABLE ENERGY

While new, renewable energy sources like wind and solar power are extremely important to our carbon-free future, they are only available when the wind is blowing and the sun is shining. This limits their ability to provide electricity every day.

Seattle City Light is fortunate to have a clean and always-available resource — hydropower. The reservoirs created by our hydroelectric dams store water that can be drawn down to supply energy when customer need increases or be saved when there is less need.

Unlike other parts of the country that rely on resources like coal and/or natural gas, our hydropower is carbon-free and better for the environment.

Hydropower isn’t “free”— it impacts fish and the nearby environment. That’s why we work diligently to steward a healthy watershed with good facility operations and mitigation efforts that support fish, forests, and wildlife. We are proud of the work we have done so far and are planning the next generation of improvements.



### APPENDICES:

- A. Financial Forecast
- B. Outreach Summary





**Seattle City Light**

[seattle.gov/light](http://seattle.gov/light)

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Seattle, WA 98124





## 2022-2026 Strategic Plan Financial Forecast

### EXECUTIVE SUMMARY

This document details the financial assumptions behind the 3.5% average rate path established by the 2022-2026 Strategic Plan (the "Plan"). The proposed rate path provides the revenue required to deliver on City Light's Strategic goals outlined in the Plan.

Average rates are derived by dividing the revenue requirement by retail sales. On average the revenue requirement is increasing by a little over \$30M (3.3%) and retail sales are decreasing by 0.3%.

### RATE INCREASE SUMMARY

	2021	2022	2023	2024	2025	2026	Avg
Revenue Requirement	919.3	955.6	989.0	1,026.2	1,050.2	1,079.1	
Annual Increase		3.9%	3.5%	3.8%	2.3%	2.8%	3.3%
Retail Sales GWh	8,637	8,633	8,607	8,600	8,542	8,520	
Annual Change		-0.1%	-0.3%	-0.1%	-0.7%	-0.3%	-0.3%
Average Rate, ¢/kWh	10.65	11.07	11.49	11.93	12.29	12.67	
<b>Annual Increase</b>		<b>3.9%</b>	<b>3.8%</b>	<b>3.8%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.5%</b>

Below is a table of bill impacts assuming each customer receives the annual rate increase noted above and maintains a consistent level of consumption. These impacts are examples only and will change after the retail rate design process is completed for each year. Customers who decrease their consumption through energy efficiency measures will experience smaller bill impacts.

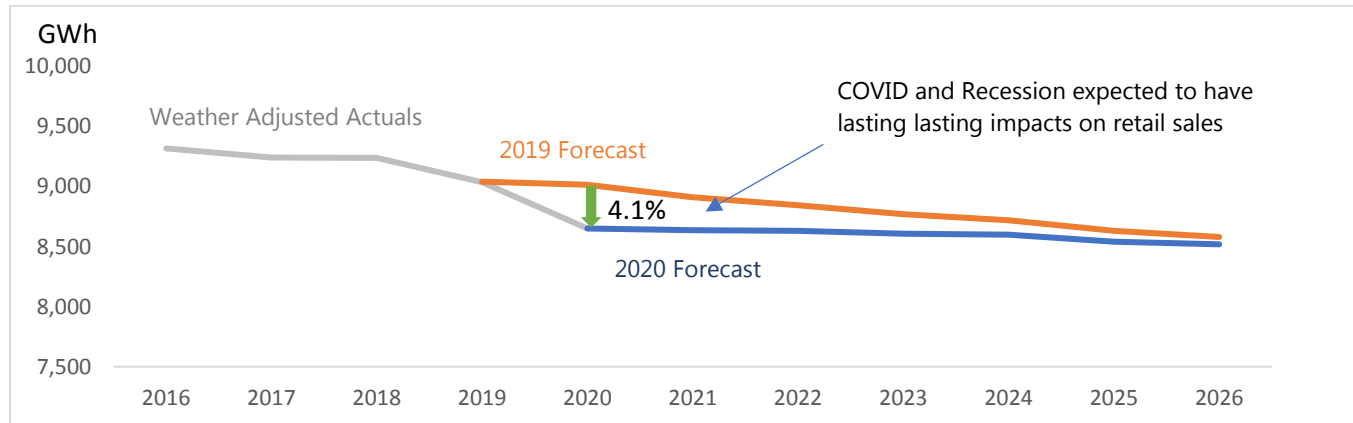
### CUSTOMER BILL IMPACT EXAMPLES

	Monthly Bill	Monthly Increase					
	2021	2022	2023	2024	2025	2026	AVG
Residential (634 kWh/mo.)	\$76.77	\$3.00	\$3.04	\$3.18	\$2.61	\$2.68	\$2.90
UDP Residential (60% Discount)	\$30.71	\$1.20	\$1.22	\$1.27	\$1.04	\$1.07	\$1.16
Small Commercial-Car Wash	\$465	\$18	\$18	\$19	\$16	\$16	\$18
Medium Commercial-Retail Store	\$7,436	\$290	\$294	\$308	\$252	\$259	\$281
Large Industrial-Stone	\$23,550	\$920	\$933	\$977	\$800	\$821	\$890
Large Commercial-Hospital	\$94,607	\$3,695	\$3,747	\$3,923	\$3,212	\$3,298	\$3,575
Large Commercial-Education	\$1,990,939	\$77,754	\$78,851	\$82,561	\$67,594	\$69,399	\$75,232



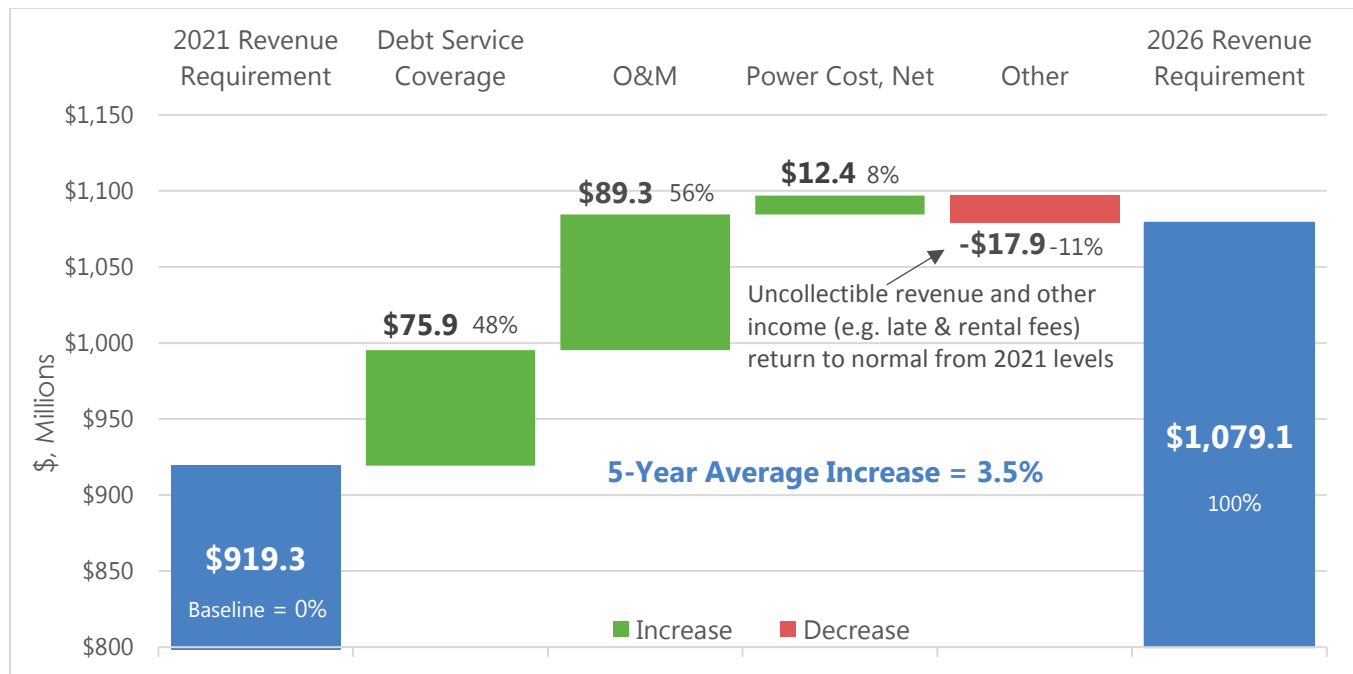
The COVID pandemic and associated recession significantly reduced City Light's retail sales to commercial customers in 2020, and this was only partially offset by increased residential sales. The recovery is expected to last several years and, as a result, City Light's retail sales are expected to be relatively flat through 2026.

#### RETAIL SALES FORECAST

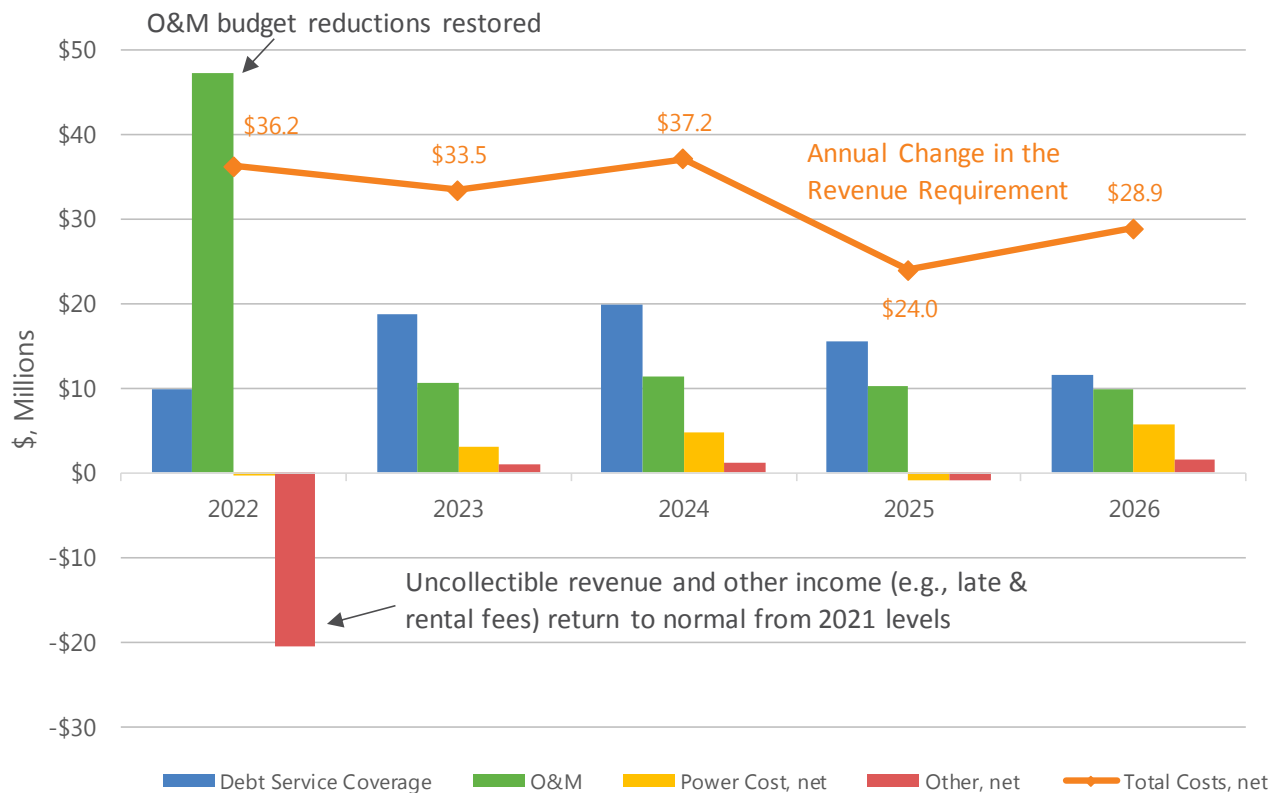


The below charts and table summarize City Light's revenue requirements for 2022-2026

#### REVENUE REQUIREMENT DRIVERS CUMULATIVE 2022-2026



### RETAIL REVENUE REQUIREMENT ANNUAL GROWTH DRIVERS 2022-2026



### RETAIL REVENUE REQUIREMENT SUMMARY

\$, Millions	2022	2023	2024	2025	2026
<b>Revenue Requirement</b>	955.6	989.0	1,026.2	1,050.2	1,079.1
<b>Debt Service Coverage</b>					
Debt Service	234.5	244.4	256.6	254.1	256.8
Additional Coverage*	188.0	196.4	204.1	222.2	231.1
<b>Operations &amp; Maintenance (O&amp;M)</b>					
Baseline 2022 O&M	339.0	339.0	339.0	339.0	339.0
Inflation and REC Growth**	-	10.6	22.0	32.2	42.1
<b>Net Power Costs</b>					
Power and Wheeling Contracts	234.5	237.7	242.3	241.2	246.7
Net Wholesale Revenue (NWR)	(40.0)	(40.0)	(40.0)	(40.0)	(40.0)
Power Related Revenues, Net	(17.1)	(17.1)	(17.0)	(16.8)	(16.5)
<b>Other</b>					
Taxes, Payments and Uncollectibles	56.1	57.9	59.9	61.4	64.0
Miscellaneous Revenue	(39.4)	(39.8)	(40.8)	(43.2)	(44.2)
<b>* Debt Service Coverage</b>	1.80	1.80	1.80	1.87	1.90
** Inflation on existing O&M and incremental renewable energy credit (REC) investments to meet I-937 requirements. Additional detail is included in the O&M section.					

## Drivers of 2022-2026 Revenue Requirements and Rates

### 1. Debt Service and Debt Service Coverage

- Funds historic and future capital investments
- Increases on average \$15 million per year
- \$1.7 billion 2022-2026 net capital requirements (\$338 million per year)
  - 43% expected to be funded with operating cash

### 2. Operating and Maintenance (O&M)

- 2022 O&M - \$30 million 2021 budget reductions restored plus inflation
- Cost increase of around \$11 million per year during 2022-2026
- Inflation around 3% per year
- Sets overall spending target
  - City Light will continue to make resource and organizational adjustments to deliver on strategic initiatives and core services

### 3. Net Power Cost

- In total, net power costs are expected to remain relatively stable
  - Around 1% growth per year on average
- Bonneville Power Costs are the largest single component at over \$200 million
  - Expected to increase a little over 2% per year
  - Actual 2022 BPA costs are currently expected to come in below the planning values used in this forecast, and any savings will be passed along to City Light customers<sup>1</sup>

### 4. Other Revenues/Costs<sup>2</sup>

- Not a large driver, expected to remain stable over planning period
- Uncollectible revenue expected to return to typical levels in 2022
  - At higher levels in 2020 and 2021 due to pandemic and recession

---

<sup>1</sup> Based on BPA's preliminary 2022-2023 rate proposal and purchase volumes. Any cost differences will be passed through to City Light customers with the BPA passthrough mechanism. BPA is expected to announce a final rate decision in July 2021.

<sup>2</sup> Other Costs include state taxes, franchise payments and uncollectible revenue, which tend to grow in proportion to retail revenue. Miscellaneous revenue comes from a variety of fees and service charges, as well as from interest earnings; only minor growth in these revenues is anticipated.



## INTRODUCTION

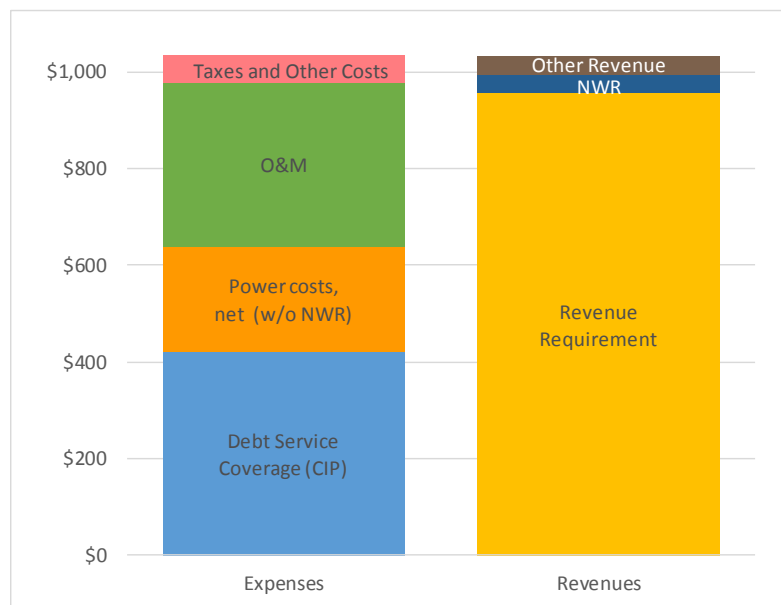
The 2022-2026 Strategic Plan builds on the 2019-2024 Strategic Plan Update (also called the 2018 Strategic Plan), extends the horizon an additional two years to 2026 and shortens the Plan horizon to five years. The 2021-2026 Strategic Plan was postponed while the Utility focused on COVID-19 related issues. The 3.6% rate increase that was originally anticipated for January 1, 2021 was canceled to help mitigate the economic impacts of COVID-19 on ratepayers. However, on March 29, 2021 Seattle City Council approved a 3% rate increase effective April 1, 2021, along with the removal of the current 3.0% Rate Stabilization Account (RSA) surcharge.<sup>3</sup> The net result is no impact on expected customer bills for the remainder of 2021. At the same time, Seattle City Council approved an across-the-board 3.9% rate increase for all rate classes, effective Jan 1, 2022, which is reflected in this plan.

This document details the assumptions that determine the average retail rate path for the years 2022-2026. Average retail rates are not actual billed rates but are the ratio of the revenue requirement to retail sales and represent the average impact to customer bills, assuming their consumption is constant.

$$\text{average rate} \left( \frac{\$}{kwh} \right) = \frac{\text{revenue requirement} (\$)}{\text{retail sales} (kwh)}$$

The revenue requirement is the amount of retail revenue that must be collected to balance revenues with expenses, given current effective financial policies. The chart below illustrates how the revenue requirement is sized to meet expenses.

**REVENUES AND EXPENSES (2022 FORECAST, \$MILLIONS)**



<sup>3</sup> A 1.5% RSA surcharge was implemented August 2016 and an additional 1.5% surcharge (3% total) was implemented November 2019. The RSA returned above its \$100 million target in Q1 2021 and the surcharges were set to roll off in Q2.

Following is a short description of each primary component of the revenue requirement. These are discussed in detail in the following sections of this document.

#### Debt Service Coverage

- The cost of debt-funded capital investments (including deferred expenses such as programmatic conservation and superfund remediation) as recovered over time.
- Per policy, debt service coverage is set at or above 1.8 times the annual debt service obligation.
- The additional funds in debt service coverage above those needed to pay principal and interest obligations cash-fund a portion of the current year capital requirements, so they are not all debt financed.
- In efforts to mitigate the amount of future debt issued, the targeted debt coverage was increased in 2025 and 2026 to 1.87 and 1.90, respectively.

#### O&M

- Includes cash-related expenses for all O&M costs excluding taxes, purchased power and wheeling (purchased transmission).
- All non-capitalized labor costs are included in this category.
- Includes inflation assumptions, additional program funding requirements, as well as mitigating cost reductions.

#### Power, Net

- Purchased power costs and wheeling costs, net of power revenues.
- Includes revenues from surplus power sales net of purchases, also called net wholesale revenue.
- Does not include costs of operating owned generation (e.g. Skagit, Boundary hydro projects), these are part of O&M.

#### Other

- Includes tax payments, franchise payments and uncollectible revenue, net of miscellaneous revenues.

This document concludes with a short discussion of the retail sales forecast, which is the denominator in the average rate formula.

#### **DEBT SERVICE COVERAGE (CIP, DEFERRED O&M AND BONDS)**

Debt service coverage represents the cost of capital spending, as recovered over time. Net capital requirements are comprised of the capital improvement program (CIP) plus expenses deferred (such as programmatic conservation<sup>4</sup> and superfund remediation), less capital contributions, which are payments from outside sources that offset capital expenses.

$$\text{Net Capital Requirements} = \text{CIP} + \text{Deferred O\&M} - \text{Capital Contributions}$$

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<sup>4</sup> Incentives paid to acquire energy efficiency savings. These costs are deferred and amortized over 20 years.

Net capital requirements are not a direct component of the revenue requirement but determine the amount of debt (bonds) that must be issued. The principal payments on outstanding debt and associated interest expense make up debt service.

City Light's debt service coverage policy (established by Resolution 31187) calls for setting rates to yield sufficient revenue net of expenses to cover annual debt service obligations by at least 1.8 times. Since the additional amount required for debt service coverage is not an actual expense, these funds are typically allocated to City taxes<sup>5</sup> and current year capital expenditures, which reduces the size of future bonds.

The capital expenditures forecast is based on the 2021-2026 CIP Plan that was adopted in 2020 for the 2021 budget process. It differs from the CIP Plan (budget) in that the timing of spending is adjusted to reflect projected cash outflows, and amounts are reduced by a 10% assumed under-expenditure. Capital expenditures also includes deferred O&M, which is treated like CIP.

#### **CAPITAL EXPENDITURES FORECAST**

<b>\$ Millions</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
2021-2026 Adopted CIP	337.1	356.4	343.9	340.5	339.2
Deferred O&M	34.7	34.5	36.3	37.1	39.2
<b>Total Capital Expenditures</b>	<b>371.8</b>	<b>390.9</b>	<b>380.1</b>	<b>377.7</b>	<b>378.4</b>

The next table summarizes capital requirements and funding sources. Capital contributions include third-party funding for capital expenses such as service connections and reimbursements for certain transportation projects. They are included in the forecast as a credit to total capital requirements. Capital funding from operations reflects cash drawdowns and may represent net operating proceeds from the current or previous year(s). Bond issuances totaling about \$1.0 billion to support 2022-2026 capital requirements will bring total outstanding debt to almost \$3.0 billion by 2026.

Per financial policy, the six-year CIP should be funded with at least 40% operating cash. Cash funding over the five year period is projecting to be around 43%, with years 2022-2024 coming in slightly under the 40% target and years 2025-2026 exceeding the target, primarily from increasing the targeted debt service coverage.

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<sup>5</sup> Taxes paid to the City of Seattle are considered junior lien to debt service. They are not included in the taxes category when calculating the revenue requirement.



**CAPITAL REQUIREMENTS AND FUNDING**

<b>\$, Millions</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Requirements, net					
CIP	337.1	356.4	343.9	340.5	339.2
Programmatic Conservation	29.6	29.9	30.2	30.5	30.8
Other Deferred O&M	5.1	4.7	6.1	6.7	8.4
Capital Contributions	(43.9)	(41.1)	(40.3)	(41.0)	(44.7)
<b>Total</b>	<b>327.9</b>	<b>349.7</b>	<b>339.9</b>	<b>336.7</b>	<b>333.7</b>
Capital Funding					
Operations	128.2	133.1	133.1	155.8	170.8
Bond Proceeds	199.8	216.7	206.7	180.9	163.0
<b>Total</b>	<b>327.9</b>	<b>349.7</b>	<b>339.9</b>	<b>336.7</b>	<b>333.7</b>
<b>Total Debt Outstanding</b>	<b>2,702</b>	<b>2,791</b>	<b>2,876</b>	<b>2,936</b>	<b>2,996</b>

Capital requirements determine the size of future bond sales and resulting debt service. The bond size shown below is slightly higher than bond proceeds shown above to account for issue costs and required deposits into the bond reserve fund. Debt service assumptions for bonds issued in 2022 and later assume a 30-year term at a 5.0% interest rate. The existing debt service schedule has sizable decreases in 2025 and 2026 that provide City Light leadership with an opportunity to increase the debt service coverage target in 2025 and 2026 while mitigating the rate impacts to customers.

**BOND SALES AND DEBT SERVICE, \$MILLIONS**

	<b>Bond Size</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Existing <sup>1</sup>		223.0	219.5	217.2	200.9	191.4
2021 (Aug) <sup>2</sup>	200	11.5	11.5	11.5	11.5	11.5
2022 (Aug) <sup>3</sup>	206		13.4	13.4	13.4	13.4
2023 (Aug) <sup>3</sup>	223			14.5	14.5	14.5
2024 (Aug) <sup>3</sup>	213				13.8	13.9
2025 (Aug) <sup>3</sup>	187					12.1
2026 (Aug) <sup>2</sup>	169					
Total		234.5	244.4	256.6	254.1	256.8
Debt Service Coverage (1.8x)		422.0	439.9	461.8	457.5	462.3
<sup>1</sup> As of December 2020, <sup>2</sup> Fixed Rate Issue (30 year / 4.0%), <sup>3</sup> Fixed Rate Issue (30 year / 5.0%)						

## OPERATING AND MAINTENANCE (O&M)

Operating and maintenance expenses (O&M) are the costs associated with day-to-day operations. O&M is a large and diverse category of costs that includes functions such as power production; distribution and transmission system operation and maintenance; customer services such as billing and meter reading; and administrative support. This forecast defines O&M as excluding purchased power, wheeling and taxes, which are included in separate categories.

The basis for the 2022-2026 O&M forecast is the 2022 Endorsed O&M budget,<sup>6</sup> which is then inflated by expense type. The 2022 O&M budget restores the \$30 million of one-time reductions taken in 2021. The average annual inflation rate applied to O&M is around 3.0% and represents the increased cost of providing the same level of services as in 2022. The table below lists the inflation assumption for each O&M cost category.

### BUDGET O&M INFLATION BY CATEGORY

\$, millions	2022	2023	2024	2025	2026
Labor <sup>3</sup>	148.6	153.9	158.9	164.1	169.5
Labor Benefits <sup>2</sup>	67.3	69.3	71.3	73.2	75.3
Non-Labor <sup>1</sup>	86.3	88.5	90.6	92.6	94.7
Transfers to City <sup>3</sup>	70.6	73.1	75.5	78.0	80.6
Operating Supplies <sup>1,5</sup>	11.9	12.2	12.5	12.8	13.1
Overhead Credits <sup>3,6</sup>	(47.5)	(49.2)	(50.8)	(52.5)	(54.2)
<b>Total Inflated Budget</b>	<b>337.2</b>	<b>347.8</b>	<b>358.0</b>	<b>368.2</b>	<b>378.9</b>
<sup>1</sup> CPI Growth <sup>4</sup>		2.5%	2.3%	2.2%	2.3%
<sup>2</sup> CPI Growth + 0.5%		3.0%	2.8%	2.7%	2.8%
<sup>3</sup> CPI Growth + 1.0%		3.5%	3.3%	3.2%	3.3%
Avg Growth All O&M		3.1%	2.9%	2.9%	2.9%
<sup>4</sup> City of Seattle Budget Office January 2021 CPI-W Forecast for King and Snohomish Counties					
<sup>5</sup> Includes IT equipment and software; fuel costs; and inventory material for distribution and generation systems.					
<sup>6</sup> Overhead expenses associated with the Capital Improvement Program (CIP) are removed from the O&M budget and included as capital expenditures.					

There are numerous adjustments made to the 2022 O&M budget to make it consistent with financial reporting and policies. The following table details these changes. It shows the relationship between the inflated O&M budget and the O&M forecast.

<sup>6</sup> In 2020 Seattle City Council only adopted a 2021 budget and did not endorse a 2022 budget as they typically do with a biannual budget. This 2022 O&M budget reflects the budget that was submitted to and endorsed in 2020 by the City's Budget Office.

## O&amp;M ADJUSTMENTS DETAIL

\$, millions	2022	2023	2024	2025	2026
Inflated 2022 Budget	337.2	347.8	358.0	368.2	378.9
<i>adjustments</i>					
REC Expense <sup>1</sup>	12.2	12.2	13.5	13.6	13.6
Intertie Expense <sup>1</sup>	1.1	1.1	1.1	1.2	1.2
PNCA Payment <sup>1</sup>	1.9	1.9	1.9	1.9	1.9
Solar Tax Credit <sup>2</sup>	1.6	1.6	1.6	1.6	0.8
Engineering OH (excl from budget)	(5.0)	(5.1)	(5.1)	(5.2)	(5.2)
Under Expenditure <sup>3</sup>	(10.0)	(10.0)	(10.0)	(10.0)	(10.0)
<b>Total O&amp;M</b>	<b>339.0</b>	<b>349.6</b>	<b>361.0</b>	<b>371.2</b>	<b>381.1</b>
2022 O&M Baseline	339.0	339.0	339.0	339.0	339.0
Inflation and REC growth	-	10.6	22.0	32.2	42.1
<b>Total O&amp;M</b>	<b>339.0</b>	<b>349.6</b>	<b>361.0</b>	<b>371.2</b>	<b>381.1</b>
<sup>1</sup> Items that are budgeted as purchased power budget but recognized as O&M in financial statements -Renewable Energy Credits (RECs) required to meet regulatory requirements, 2022 reflects the purchase of Stateline RECs under a new, REC-only contract. -Maintenance costs associated with ownership of the 3 <sup>rd</sup> AC intertie. -Payments for the Pacific Northwest Coordination Agreement (PNCA) related to the compensation for the benefits of upstream storage at the Boundary project.					
<sup>2</sup> Passthrough of the production tax credit, offset as a credit to state taxes					
<sup>3</sup> Remove \$10 million per year to reflect an assumption of budget under-expenditure.					

## POWER COSTS, NET

This category includes all costs and revenue associated with the purchase and sale of electricity, wheeling (purchased transmission) and associated ancillary power management services.

City Light's power portfolio is a relative constant. Except for expiration of the Stateline contract in 2022 and the Grand Coulee contracts in 2024 through 2026, no major contract changes and no new resources are currently expected in this plan. However, City Light's power portfolio is a dynamic process, and new resource acquisitions could be pursued before 2026 based on many factors including power market outlooks, reliability studies and customer programs. Below is a table outlining long-term power and wheeling costs.



## LONG-TERM POWER AND WHEELING CONTRACTS

\$, Millions	2022	2023	2024	2025	2026
BPA Power <sup>1</sup>	160.4	163.5	164.5	167.6	169.2
Priest Rapids <sup>2</sup>	1.5	1.4	1.3	1.2	1.1
Grand Coulee <sup>3</sup>	7.6	7.8	7.5	1.7	1.5
Lucky Peak <sup>4</sup>	9.1	9.3	9.5	9.8	10.0
Stateline <sup>5</sup>	1.7	0.0	0.0	0.0	0.0
Columbia Ridge <sup>6</sup>	6.4	6.5	6.7	6.8	6.9
King County West Point <sup>6</sup>	2.4	2.4	2.5	2.6	2.6
High Ross <sup>7</sup>	0.4	0.4	0.4	0.4	0.5
BPA Wheeling <sup>8</sup>	44.0	45.2	48.7	50.0	53.8
Other Wheeling <sup>9</sup>	1.0	1.0	1.0	1.0	1.0
<b>Total LT Power &amp; Wheeling</b>	<b>234.5</b>	<b>237.7</b>	<b>242.3</b>	<b>241.2</b>	<b>246.7</b>
<sup>1</sup> Assumes BPA bills remain at same level in 2022 as in 2021 and increase 1.3% per year on average during 2023-2026. BPA rates updated October 1st of odd-numbered years. <sup>2</sup> Priest Rapids costs are expected to decline because City Light's share of the project will shrink as Grant County PUD's load grows. <sup>3</sup> Reflects City Light's apportioned allotment of production O&M costs, growing with inflation. Some contracts start expiring in 2024 and all will expire by 2026. <sup>4</sup> Reflects production O&M cost growing with inflation. <sup>5</sup> The Stateline contract expires at the end of 2021 with the last payment in 2022. City Light has already contracted to receive RECs from the Stateline Project starting in 2022 (which are included in O&M) but will not continue to purchase the power. <sup>6</sup> Cost inflates per contract terms. <sup>7</sup> Expenses for the High Ross contract reflect a small level of O&M costs. City Light stopped making capital payments in 2020. <sup>8</sup> Assumes BPA costs stay at current levels and increase 5% per year on average during 2023-2026. <sup>9</sup> Forecast assumes Lucky Peak transmission costs are transferred to a third party as part of a renewed exchange agreement through 2026.					

City Light's largest contract is with the Bonneville Power Administration (BPA). For planning purposes, the 2022 BPA costs are assumed to continue at 2021 levels. After BPA announces its final rates for fiscal years 2022-2023, any differences between 2022 actual costs and the costs based on the 2022 assumptions below will be passed-through or credited to City Light customers via the BPA pass-through mechanism (SMC 21.49.081). A credit to City Light retail rates is currently anticipated based on BPA's preliminary rate proposal and City Light's declining purchase volume due to its lower retail load. BPA power and wheeling bills are assumed to increase around 2.2% per year during 2023-2026, with the rate changes effective in October of odd years.

**BPA DETAIL**

<b>\$ Millions</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Wheeling	44.0	45.2	48.7	50.0	53.8
Block	204.4	208.7	213.2	217.6	223.0
<b>Total BPA Costs</b>	<b>160.4</b>	<b>163.5</b>	<b>164.5</b>	<b>167.6</b>	<b>169.2</b>
Annual Change		2.1%	2.2%	2.1%	2.5%

Power revenues are comprised of Net Wholesale Revenue, other miscellaneous power revenues, and long-term power sale obligations. The following table details these assumptions.

**POWER REVENUES, NET DETAIL**

<b>Power Revenue, Net (\$ in millions)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Net Wholesale Revenue <sup>1</sup>	40.0	40.0	40.0	40.0	40.0
Power Contracts					
Article 49 to PO County	2.7	2.8	2.8	2.9	2.9
Priest Rapids	1.6	1.6	1.5	1.4	1.1
BPA Credit for South Fork Tolt	2.9	2.9	2.8	2.8	2.7
BPA Residential Exchange Credit	-	-	-	-	-
Power Marketing Net <sup>2</sup>	7.8	7.8	7.8	7.8	7.8
Transmission Sales <sup>3</sup>	2.0	2.0	2.0	2.0	2.0
Total Power Related Revenues, net	17.1	17.1	17.0	16.8	16.5
<b>Total Power Revenue, Net</b>	<b>57.1</b>	<b>57.1</b>	<b>57.0</b>	<b>56.8</b>	<b>56.5</b>

<sup>1</sup> Net Wholesale Revenue (NWR) is the revenue from selling surplus energy on the wholesale market, net of purchases for load balancing. The NWR value is a round number set by policy and influenced by the current outlook of NWR based on expected prices and normal hydro conditions. Any differences between actual and planned NWR are buffered through the Rate Stabilization Account.

<sup>2</sup>Power marketing revenues (net of purchases) are earned from sales of ancillary services associated with generation and transmission assets, such as reserve capacity sales. Assumes Lucky Peak exchange premiums of \$2M per year through 2026.

<sup>3</sup>Assumes \$1M of revenue from the resale of BPA point-to-point transmission and \$1M from the resale of 3<sup>rd</sup> AC transmission capacity.

## OTHER COSTS AND MISCELLANEOUS REVENUES

This “other” category is made up of costs and revenues such as taxes, interest income and fees for retail services.

### OTHER COSTS (TAXES, PAYMENTS AND UNCOLLECTIBLES) DETAIL

\$, Millions	2022	2023	2024	2025	2026
State Taxes <sup>1</sup>	41.3	42.6	44.1	45.2	47.3
Franchise Payments and Other Taxes <sup>2</sup>	7.5	7.8	8.1	8.3	8.5
Uncollectible Revenues <sup>3</sup>	7.2	7.5	7.7	7.9	8.1
<b>Total Other Costs</b>	<b>56.1</b>	<b>57.9</b>	<b>59.9</b>	<b>61.4</b>	<b>64.0</b>

<sup>1</sup> State taxes are 3.8734% of retail revenues, plus some other revenues and contributions. Not included are City taxes, which are 6% of total taxable revenues but do not directly impact the revenue requirement because they are junior to debt service. They are treated as a “below the line” expenditure and are deducted from the additional 0.8x debt service coverage, reducing the amount of current year operating proceeds going to capital requirements.

<sup>2</sup> Payments associated with franchise contracts with the cities of Burien, Lake Forest Park, SeaTac, Shoreline, and Tukwila. Franchise payments range from 4% to 6% of total retail revenue in each franchise territory. City Light also pays Lake Forest Park a 2% public utility tax that is passed through to customers in that jurisdiction as an addition to their rates. Other taxes are miscellaneous taxes (e.g., B&O tax) to other jurisdictions where the utility has operations.

<sup>3</sup> Uncollectible revenue is assumed to be 0.75% of retail revenues.

### MISCELLANEOUS REVENUE SOURCES DETAIL

\$, Millions	2022	2023	2024	2025	2026
Non-Base Rate Retail Revenue <sup>1</sup>	5.0	5.2	5.3	5.5	5.6
Other Revenue <sup>2</sup>	23.6	24.3	25.0	27.3	28.0
Suburban Undergrounding <sup>3</sup>	4.1	4.1	4.1	4.1	4.1
Property Sales <sup>4</sup>	1.2	1.2	1.3	1.3	1.3
Interest Income <sup>5</sup>	6.8	6.8	6.9	6.9	7.0
Operating Fees & Grants	0.4	0.0	0.0	0.0	0.0
Net RSA Transfers <sup>6</sup>	(1.8)	(1.8)	(1.8)	(1.9)	(1.9)
<b>Total Other Revenue Sources</b>	<b>39.4</b>	<b>39.8</b>	<b>40.8</b>	<b>43.2</b>	<b>44.2</b>

<sup>1</sup> Non-base rate retail revenue includes revenues from retail customers for services or programs that are not dictated by the revenue requirement. Examples include elective green power programs, distribution capacity charges and power factor charges.

<sup>2</sup> Other revenue includes a broad range of income sources, such as late payment fees, payments for damages to property, transmission tower attachments, distribution pole attachments and account change fees.

<sup>3</sup> Suburban undergrounding revenues are collected from customers in certain suburban cities for the repayment of discretionary municipal undergrounding of parts of their distribution system.

<sup>4</sup> Property sales based on historical averages. No large sales are assumed in this forecast.

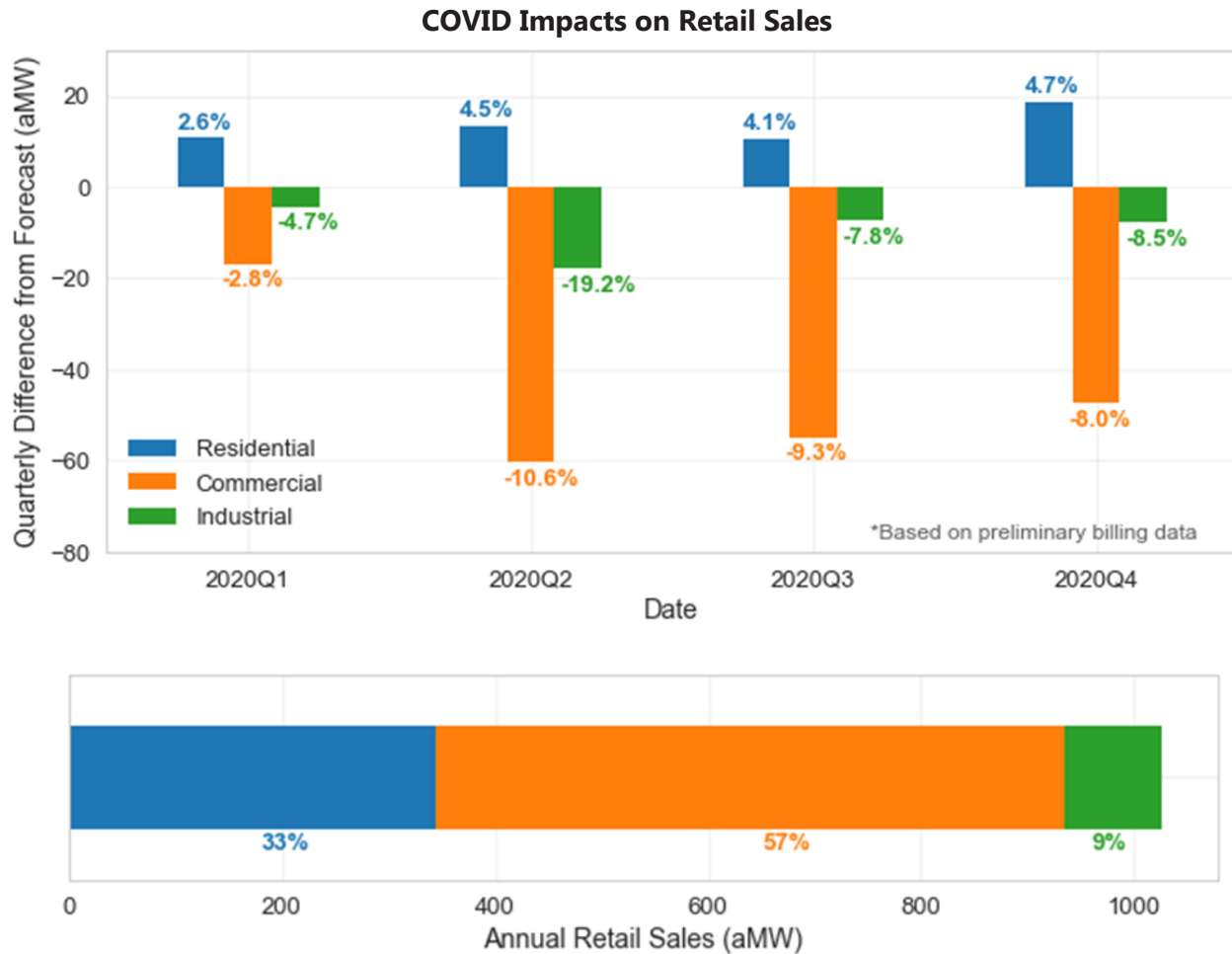
<sup>5</sup> Interest income assumes City Cash Pool cash holdings accrue interest at an annual rate of 1.5%.

<sup>6</sup> RSA transfers are the deposit into the RSA net of any RSA surcharge revenue. They primarily reflect interest earned by the RSA.

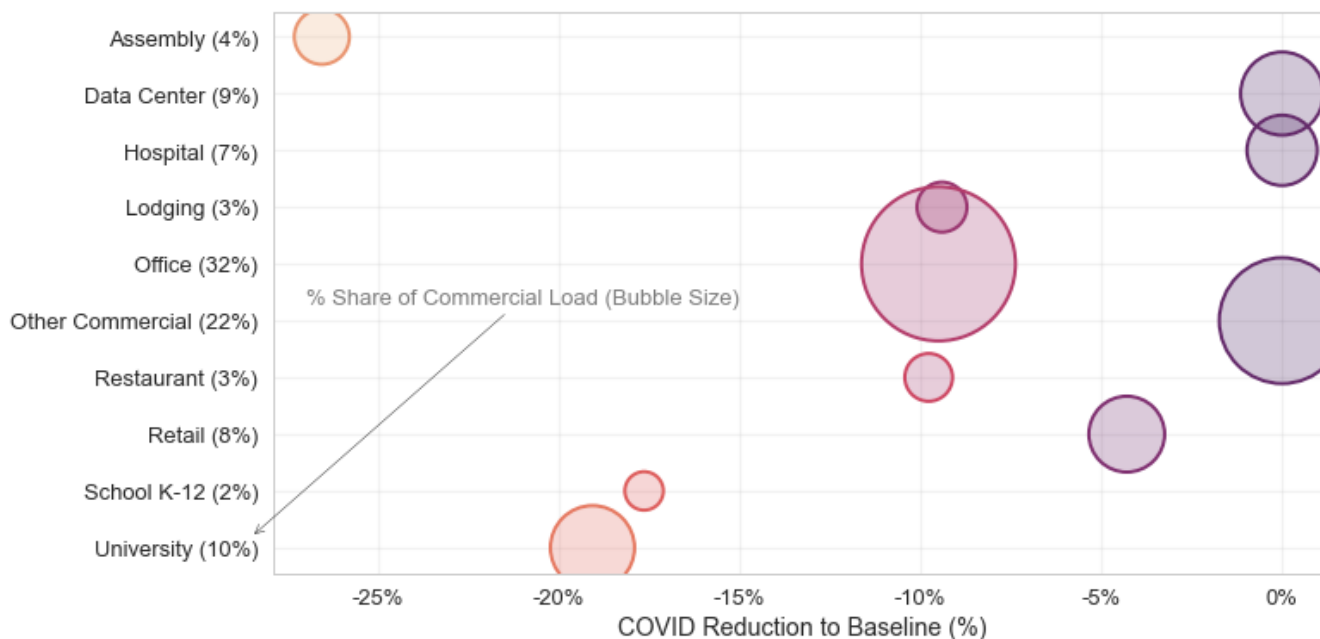


## RETAIL SALES

The forecast of retail sales is based on City Light's 2020 official load forecast, which assumes a gradual recovery from the COVID-driven load reduction in 2020. Non-residential retail sales were significantly reduced in 2020 due to the pandemic-related recession and public health measures. This was partially offset by increased residential sales due to customers spending more time in their homes. Places where large amounts of people gather (concert venues, theaters, places of worship, etc..) had the most reduction while segments like hospitals and data centers had minimal change. Office space, which makes up approximately one third of commercial load was reduced by roughly 10%.



### COVID Impacts by Commercial Segment



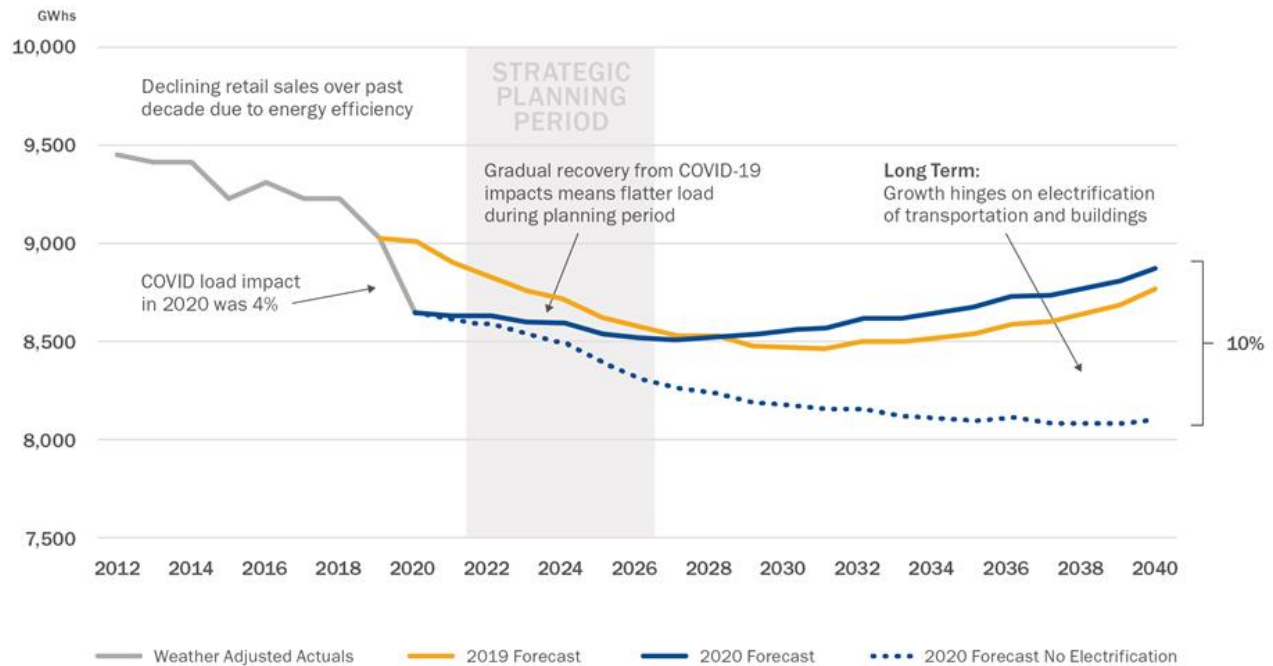
The current forecast projects most of this lost load will gradually return over the next few years. Energy efficiency investments by both the Utility and customers are expected to continue to reduce sales. However, gradually bringing back most of the lost load during the pandemic will offset some of the impacts of energy efficiency, resulting in a flatter load outlook compared to previous forecasts. The current forecast projects retail sales to decline 0.3% per year on average.

### RETAIL SALES FORECAST

	2022	2023	2024	2025	2026
GWh					
Residential	3,008	2,973	2,956	2,933	2,928
Small and Medium	3,363	3,372	3,380	3,361	3,350
Large and High Demand	2,262	2,262	2,264	2,249	2,241
Total	8,633	8,607	8,600	8,542	8,520
Annual change					
Residential	-1.4%	-1.2%	-0.6%	-0.8%	-0.1%
Small and Medium	0.6%	0.3%	0.2%	-0.6%	-0.3%
Large and High Demand	0.9%	0.0%	0.1%	-0.7%	-0.4%
Total	-0.1%	-0.3%	-0.1%	-0.7%	-0.3%

In the long-run electrification of transportation and buildings is expected to gradually add retail sales, leading to modest growth in the second half of the 20-year forecast. However, the rate at which customers convert to electricity for their energy needs is very uncertain and City Light will continue to research this topic closely.

### Long-Term Retail Sales Forecast



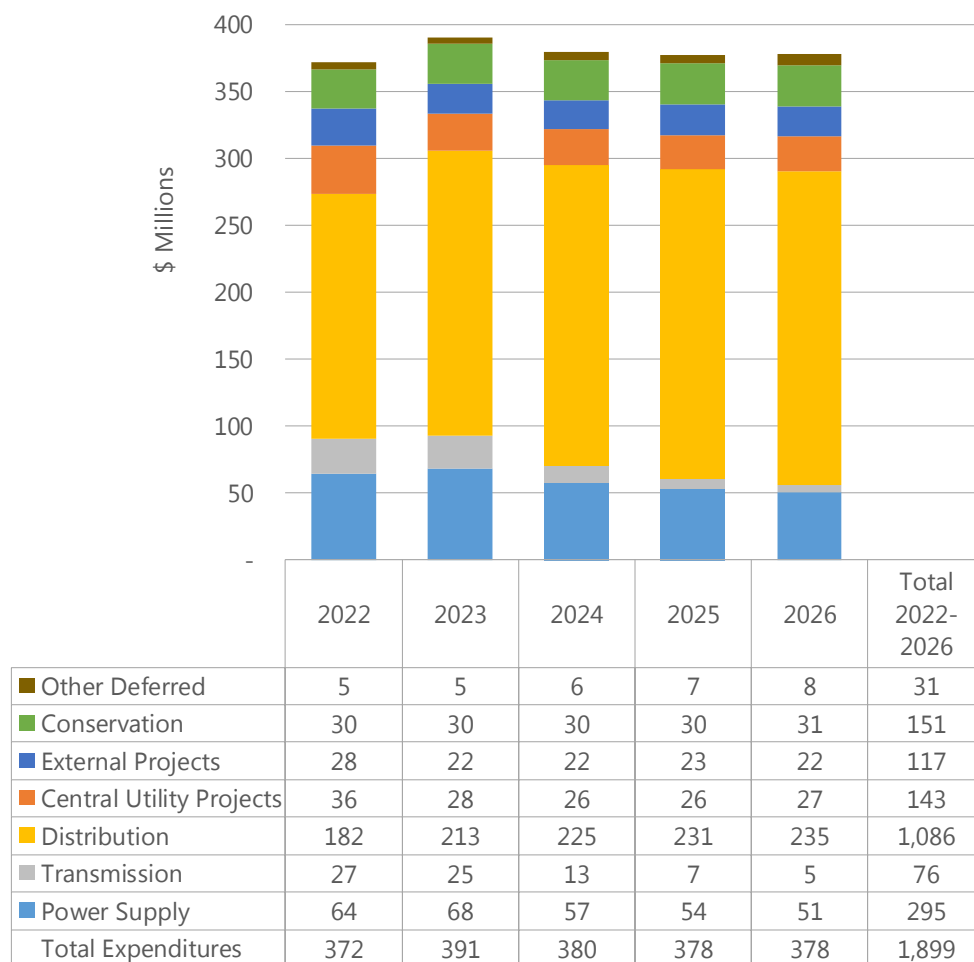


## APPENDIX A: CAPITAL REQUIREMENTS DETAIL

### CIP

The following bar chart is a graphical depiction of the forecasted capital expenditures from the 2021-2026 adopted CIP. The forecasted capital requirements are anticipated to be lower than recent history. The capital requirements between 2016-2020 averaged \$410 million annually, which includes 2020 with lower than usual capital expenditures due to the impacts of COVID.

**CAPITAL REQUIREMENTS FORECAST: BASED ON 2021-2026 ADOPTED CIP**



Key infrastructure projects planned during 2022-2026 include the following:

- The underground and overhead equipment replacements, which include replacing older distribution equipment that is nearing the end of its useful life, is overloaded or no longer has available parts.
- The overhead equipment replacement project also includes the accelerated wood pole replacement program.

- Other key projects include the overhead and underground electric power service connections for Medium General Service and various protection, mitigation and enhancement activities that will fulfill the requirements for the 2013 FERC license and settlement agreement at Boundary.

**MAJOR CIP PROJECTS 2022-2026 SPENDING, \$MILLIONS**

*Included in 2021-2026 Adopted CIP Budget*

8353: Underground Equipment Replacements	209.2
8351: Overhead Equipment Replacements	199.2
8366: Medium Overhead and Underground Services	93.7
6987: Boundary - Licensing Mitigation	83.2
9969: Software Replacement Strategy (Distribution)	57.6
7125: Denny Substation Transmission Lines	55.2
8363: Network Additions and Services: Broad Street Substation	53.2
9239: Transportation Electrification	51.8
8404: Denny Substation - Network	50.7



# 2022-2026 Strategic Plan Outreach Summary

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## **Executive Summary**

In accordance with Resolution 31463, adopted in September 2013, Seattle City Light engaged with customers and stakeholders to offer opportunities for these groups to provide input on the 2022-2026 Strategic Plan. Outreach efforts for the Strategic Plan began in early 2020, when the intent was to publish a six-year plan in line with the normal cadence of City Light's strategic planning process. However, when the COVID-19 pandemic arrived in our region in March 2020, progress on the next strategic plan was halted in order to attend to the more pressing needs of our community, staff, and business.

When the planning process resumed in early 2021, outreach for the new plan resumed as well. In March and April 2021, City Light presented our 2022-2026 Strategic Plan to community groups and hosted a Virtual Town Hall open to the general public. We created a 2022-2026 Strategic Plan Executive Summary document and made the summary and presentation slides available online for those who were unable to attend one of the outreach sessions.

Top priorities that City Light heard in our outreach conversations included:

- Affordability and predictability of rates
- Mixed feelings around electrification
- Customer involvement in utility decision making
- Positive reactions to debt strategy

Some of the business strategies and programs identified in the 2022-2026 Strategic Plan will be multi-year efforts. We anticipate using the feedback we received to inform planning and implementation for 2022 and beyond. City Light plans to continue the conversations with stakeholder groups. The outreach efforts we initiated for the 2022-2026 Strategic Plan will lead to more ongoing, mutually beneficial relationships with community-based organizations and stakeholder groups going forward.



## Outreach Methods

### *Stakeholder Meetings*

City Light contacted 16 stakeholder groups offering them an opportunity to hear information about the 2022-2026 Strategic Plan. City Light presented our high-level business strategies for the plan and asked attendees to provide input. Of the groups contacted, 11 expressed interest in engaging in the process. Stakeholder meetings were arranged for City Light leadership to present an overview of the Business Strategies and answer questions from the group. Over 150 individuals participated in these stakeholder meetings, bringing a variety of perspectives on the strategies laid out in the plan. Following the meetings, stakeholders were encouraged to send any feedback to [SCL\\_StrategicPlan@seattle.gov](mailto:SCL_StrategicPlan@seattle.gov).

### *Virtual Town Hall*

To encourage participation from community members who may not have been able to attend a stakeholder meeting, we offered a Virtual Town Hall open to the public. The town hall was held on April 15, 2021, from 6:00-7:30pm, on Webex. City Light General Manager and CEO, Debra Smith, presented information on the 2022-2026 Strategic Plan and answered questions from the audience. Community members were encouraged to send any additional questions and feedback to [SCL\\_StrategicPlan@seattle.gov](mailto:SCL_StrategicPlan@seattle.gov).

### *Online Materials*

City Light shared information about the Strategic Plan on our website. The 2022-2026 Strategic Plan Executive Summary was posted on our website and on our Powerlines blog. The stakeholder presentation was posted on the website. The executive summary and a sample stakeholder presentation are included at the end of the outreach summary for your reference.

### *Employee Outreach*

In addition to the public outreach, City Light leadership presented information about the 2022-2026 Strategic Plan to City Light managers and supervisors and to the City Light Race & Social Justice Initiative (RSJI) Change Team. Employees were invited to attend the virtual town hall on April 15. A Strategic Plan update was shared with employees in the Network Newsletter and on the SCL Hub (City Light's internal employee website).

### *Customer Experience Outreach*

Since the previous Strategic Plan was adopted, City Light has engaged with customers about the Utility Discount Program and the new Utility Services Website. For these efforts, City Light worked with customers to understand the barriers they face when interacting with the utility, and we have begun implementing changes to eliminate these barriers.

## Stakeholder Meetings and Virtual Town Hall

### *Summary of Meetings*

Date	Stakeholder Group	Key Questions/Comments	Number of Attendees
3/18/2021	City Light Environmental Advisory Board	<ul style="list-style-type: none"> <li>City Light should work to be more agile and roll out new programs more quickly</li> <li>Questions about rate design</li> </ul>	12
3/30/2021	Environmental Justice Committee members, Office of Sustainability and Environment staff	<ul style="list-style-type: none"> <li>We need to think about affordability beyond just “energy burden”</li> <li>Need more support for those who don’t qualify for “low income” programs but who still need assistance</li> <li>City Light needs to connect with work already being done at the community level</li> <li>Need more support for assistance program applications</li> <li>Align with other City departments to better serve the community</li> <li>Need meaningful mitigations for impacts on environmental justice communities</li> </ul>	6
4/5/2021	Seattle Renters’ Commission	<ul style="list-style-type: none"> <li>Would like City Light to consider a warning period before rates increase</li> <li>Provide more information around rate structure</li> <li>Consider changing our schedule so that rate increases in January aren’t occurring during the middle of “peak energy use season”</li> <li>Make sure our projects to benefit the community don’t just benefit wealthy residents</li> </ul>	9
4/6/2021	Franchise Cities	<ul style="list-style-type: none"> <li>Interest in electrification of infrastructure—EV charging stations, facilities, proactively planning for future needs</li> <li>Better coordination on multigovernmental projects and CIP projects</li> <li>Support infrastructure improvements that will improve power quality and future development in their city</li> </ul>	7
4/8/2021	NW Energy Coalition	<ul style="list-style-type: none"> <li>Interested in how advanced meters can improve the customer experience</li> <li>How do we encourage energy efficiency and manage loads at the same time?</li> <li>As we move to more time-of-day (TOD) pricing, how does that affect those who cannot shift their usage?</li> <li>Very supportive of electrification; NWECC would like to see City Light be a leader in this area</li> </ul>	19



Date	Stakeholder Group	Key Questions/Comments	Number of Attendees
4/12/2021	Seattle 2030 District, Business Owners and Management Association (BOMA)	<ul style="list-style-type: none"> <li>• Interest in speeding up the implementation of new energy efficiency incentives for businesses and being involved in development/decision making process</li> <li>• Electrification is not necessarily a positive word for BOMA due to the challenges of modifying existing buildings</li> <li>• Concerns about electrification happening too fast without enough homework being done</li> <li>• Want to see commercial real estate represented more in our outreach efforts</li> <li>• Glad to hear about efforts to control debt and ensure financial health</li> </ul>	5
4/15/2021	Staff from Multi-Service Center and Hopelink	<ul style="list-style-type: none"> <li>• Want information in the plan around resuming shutoffs for non-payment; want to be kept in the loop so they can be prepared to serve customers</li> <li>• Would like greater freedom of information around customer data so they can better reach all eligible customers for assistance programs</li> <li>• Looking forward to ongoing opportunities to partner with City Light</li> </ul>	27
4/15/2021	Virtual Town Hall (open to the public)	<ul style="list-style-type: none"> <li>• Questions around re-training workforce to work on electrification in the coming years so that current employees aren't left behind</li> <li>• How do we ensure that we are building a diverse workforce? What does success in this area look like?</li> <li>• Interest in ensuring those who have been traditionally underserved are part of our future plans</li> <li>• Interest in incentives around building electrification, advocating for building electrification</li> </ul>	16
4/29/2021	Key Customers	<ul style="list-style-type: none"> <li>• High level of interest in incentives to electrify existing buildings</li> <li>• Questions and concerns about grid stability and ability to handle the increased load resulting from electrification</li> <li>• Want increased access to their energy use data</li> <li>• Asked about opportunities to partner with City Light on mutually beneficial projects</li> <li>• Support infrastructure improvements that will improve power quality</li> </ul>	65
Total Attendees			166

## *Key Findings*

### **Affordability and Predictability of Rates**

Customer bills remain a high priority across all stakeholder groups. Stakeholders expressed interest in understanding how their rates are currently structured, how rates might be structured in the future, and how City Light can ease transitions to higher or different rates. Customers would like to see a clear explanation when rates are going to change, and they ideally would like rates to increase at a time of year when energy use is not at its peak. Customers also had questions about how advanced meters will impact rates and improve the customer experience.

Residential customers emphasized the need to reimagine some of our bill assistance programs to help those who currently “fall through the cracks” of existing programs. Feedback included encouraging City Light to look at energy burden more holistically and reimagine what assistance programs can look like to benefit the most people who need help.

### **Mixed Feelings Around Electrification**

Stakeholders from environmentally focused groups applauded City Light’s plans for increased electrification and urged the utility to be a leader in bringing the region along with us.

However, for others, there were concerns. Business owners are apprehensive about the high costs associated with retrofitting existing buildings to conform with new electrification standards and pushed for more incentives for converting to electric. Some business representatives noted that they would support a modest rate increase to fund more commercial incentives. These customers also had questions about how City Light’s electrical grid will be able to handle the increased load that will come with more electrification. Commercial customers are eager to see City Light continue to make improvements to our infrastructure so that their power supply is more reliable and consistent.

Environmental justice community members want to ensure that electrification does not come at the expense of their communities through unintended impacts. These representatives would like to see pathways to green jobs and opportunities for Black, Indigenous, and People of Color (BIPOC) community members not only to start jobs at City Light, but to advance through the utility.

### **Customer Involvement in Utility Decision Making**

Commercial and residential customers alike would like to be included in decision making at City Light earlier in the process, when their input can shape the outcomes. One idea for improving customer service in this area is to align our customer-facing programs with other

City departments to maximize accessibility and minimize confusion in the community. If given a seat at the table, customers can advise on environmental justice work already underway at the community level. This would allow City Light (and other City departments) to focus on finding ways to lift up and support existing grassroots programs.

Business customers shared a strong desire for City Light to be quicker to roll out new incentives for energy efficiency projects. These customers would also like to have a greater voice in determining what the incentives will be. They noted that sometimes the bureaucracy involved in City Light processes prevents customers from getting the help they need in a timely manner. Business customers would like more opportunities to partner with City Light to develop mutually beneficial solutions.

**Positive Reaction to Debt Strategy**

Overall, stakeholders were pleased and relieved to hear about City Light's plan to control debt and right-size the capital improvement program. They appreciate that City Light leadership understands the need to control costs. This strategy is reflected in the lower five-year rate trajectory included in the plan.



## Customer Experience Outreach

### *Background*

A core commitment for both the 2019-2024 and 2022-2026 Strategic Plans is improving the customer experience. This cannot be done without working directly with our customers to understand the challenges they face when interacting with City Light. Efforts to modernize and improve the customer journey by making the Utility Discount Program more accessible and launching the new Utility Services Website are highlighted here.

### *Utility Discount Program Updates*

Until early 2020, applying to the City's Utility Discount Program (UDP) required submitting verification of income and waiting 4-6 weeks for approval. This need for income verification was a barrier to many who would benefit from accessing the heavily discounted utility rates. A pilot program was launched in March 2020, as an emergency response measure, in which customers could self-certify if they were eligible to enroll in the program.

When the COVID-19 pandemic arrived in Seattle, Mayor Durkan mandated the UDP self-certification option be made available online for all residential customers in City Light's service territory. In 2020, the UDP self-certification process received over 13,800 unique applications (approved applications during this time totaled more than 11,000). During 2020, UDP saw a net increase in enrollment of 8,558 households, from 34,028 in 2019 to 42,586 in 2020. The difference between the approved applications and the net enrollments reflects the ongoing trend of UDP-eligible households withdrawing from the program even as new households join. The terminations are primarily due to customers moving out of City Light's service area.

City Light continues to work to provide customers with more options. In 2021, City Light, along with Seattle Public Utilities (SPU), Human Services Department, and Seattle IT, will be launching a new Utility Assistance Programs online application process. This online application will provide access to City Light and SPU emergency assistance programs for residential customers. The online, automated system is intended to provide a single, streamlined process for all customer assistance programs. This is one way we can continue to improve the customer experience.

### *New Utility Services Website*

Another area where City Light worked closely with our customers was in the development of our new Utility Services Website (in collaboration with SPU). The new Utility Services Website gives customers access to new payment options, options to start and stop service, views of their energy usage, and the ability to manage their utility accounts.

These features are only useful if they are simple and easy to use. To ensure usability, 22 tests were completed. Using a prototype that emulated the real site, customers walked through several scenarios to ensure they were able to complete tasks intuitively. These scenarios included activities such as changing service type or looking up rate information. Additional accessibility testing, including colorblind functionality and mobile compatibility, was also conducted.

## **Conclusion and Next Steps**

Our outreach efforts have informed the development of the 2022-2026 Strategic Plan. Over the next five years, we will continue the conversations that we have started with community-based organizations, stakeholder groups, and customers. Some of the business strategies and programs identified in the 2022-2026 Strategic Plan will be multi-year efforts. We anticipate using the feedback we received from our outreach efforts to inform planning and implementation for 2022 and beyond.



# Seattle City Light

## EXECUTIVE SUMMARY 2022–2026 STRATEGIC PLAN

Over 900,000 people in the Seattle area rely on Seattle City Light every day to keep their homes running, businesses operating, and communities vibrant. It is our duty—and our greatest source of pride—to provide our customers power that is affordable, reliable, safe, and environmentally responsible.

Like many things in 2020, our Strategic Planning process was halted abruptly when the COVID-19 pandemic struck our region. At that time, we recognized the need to pause this long-term planning effort and focus on the immediate safety and wellbeing of our community, customers and employees.

Now, with a hopeful eye to the future, we have returned to our Strategic Plan with the new perspective that the challenges of the past year have given us. The 2022–2026 Strategic Plan

highlights our ongoing commitment to providing essential energy services and outlines our pathways to building a shared energy future with the communities we serve.

The new City Light Strategic Plan is a five-year plan that focuses on building stronger relationships with our customers, improving core service areas, and preparing our utility and our region for large-scale, long-term changes to the energy industry.

Key activities such as grid modernization, technology upgrades, partnerships with customers, and business process improvements will put us in the best possible position to help the Seattle area recover from the pandemic and build a more equitable, sustainable future for all of us.





## BUSINESS STRATEGIES:



### **Improve the Customer Experience**

We will meet the needs of our customers by empowering our employees to deliver targeted solutions in a consistently responsive way. Using information gathered from our customers, we will develop programs and services to meet their individual needs and redesign old processes to strengthen and improve core service delivery. We will empower our employees to fulfill our “Customers First” commitment.



### **Create our Energy Future**

To prepare for the future, we will build and maintain smart, resilient, flexible, dynamic, and reliable grid infrastructure that will support long-term decarbonization and electrification efforts. We will prepare for greater integration of distributed energy resources and increased customer options. We will work to reverse historical inequities and avoid unintended harm to historically underrepresented populations by intentionally prioritizing their needs as we create our energy future.



### **Develop Workforce and Organizational Agility**

As we prepare for major transformations in our industry and the environment in which we operate, we will foster an organization that is nimble, adaptable, and responsive. We will cultivate an agile, accountable, and inclusive workforce that reflects the diversity of our community to meet our organization’s emerging needs. We will implement a robust, cross-functional business process framework in consistent, scalable, and data-driven ways.



### **Ensure Future Financial Stewardship and Affordability**

We will support long-term affordability in Seattle by offering rates that are transparent, understandable, reasonable, equitable and consistent for all customers, including vulnerable populations. This commitment includes developing a sustainable and predictable approach to setting rates over time, one that continues to encourage efficient use of the products and services we provide. We will reform our capital prioritization process to deliver a capital plan that is prudent, efficient, and community focused.



### **We Power Seattle**

City Light will continue to advance our mission of providing our customers with affordable, reliable, and environmentally responsible energy services. We will prioritize diversity, equity, and inclusion in all that we do and we will actively manage and mitigate the constraints, risks, and uncertainty of operating in a COVID-adjusted environment.

### **Connect with Us**

To learn more about the 2022-2026 Strategic Plan, visit [seattle.gov/city-light/about-us/strategic-plan-and-review-panel](https://seattle.gov/city-light/about-us/strategic-plan-and-review-panel). Feedback and comments can be sent to [SCL\\_StrategicPlan@seattle.gov](mailto:SCL_StrategicPlan@seattle.gov).



# City Light 2022–2026 Strategic Plan

## Stakeholder Presentation



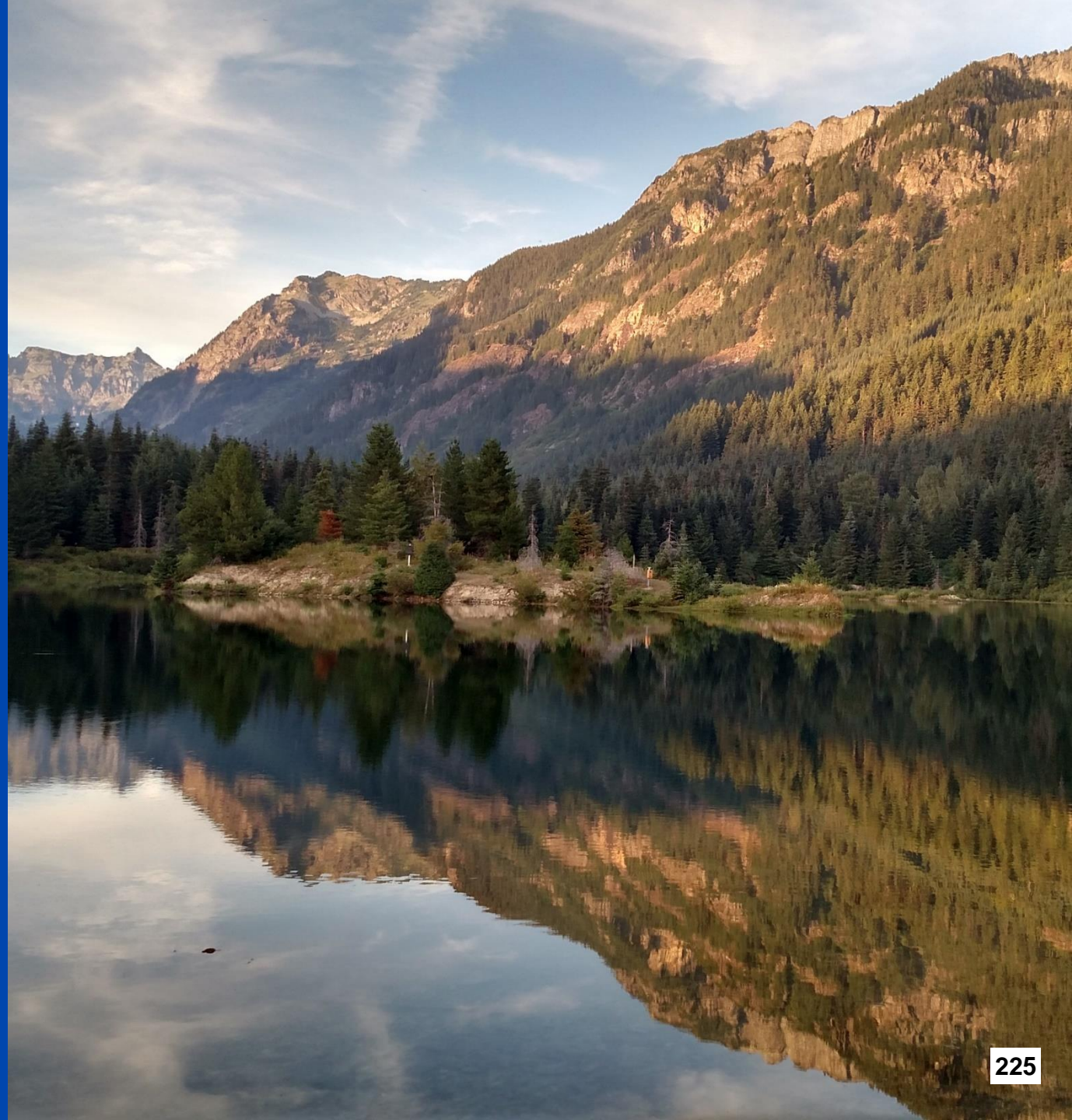
**Seattle City Light**

WE POWER SEATTLE

# Plan Foundations



Seattle City Light





# This is Our Fifth Strategic Plan

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1. 2013–2018 (First Seattle City Light Strategic Plan)

The plan is updated every 2 years:

2. 2015–2020

3. 2017–2022

4. 2019–2024

- 5. 2022–2026 Strategic Plan\***

\*2021–2026 plan drafted but not completed due to COVID-19

# Guiding our Path – City Light Mission, Vision & Values

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## Mission

Seattle City Light provides our customers with affordable, reliable and environmentally responsible energy services.

## Vision

Create a shared energy future by partnering with our customers to meet their energy needs in whatever way they choose.

## Values



**Customers First**



**Environmental Stewardship**



**Equitable Community Connections**



**Operational and Financial Excellence**



**Safe and Engaged Employees**

# 2022-2026 Strategic Plan



Seattle City Light





# Strategic Plan Business Strategies

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Improve the Customer Experience



Create our Energy Future



Develop Workforce and Organizational Agility



Ensure Future Financial Stewardship and Affordability



We Power

# Improve the Customer Experience

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## Objective:

Consistently meet customers' needs by providing employees opportunities to deliver targeted and responsive solutions.



## Success Measures:

- + Improvement in customer satisfaction scores as measured by benchmark scores, industry experts and our own research (e.g., J.D. Power rating and Seattle City Light longitudinal benchmarking survey)

# Improve the Customer Experience

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## Projects, Initiatives and Activities:

1. **Integrate the “Voice of the Customer” into our organizational culture** – Make use of customer research and equip our employees with the tools, skills and support they need to prioritize customer needs and make “Customers First” a reality.
2. **Strengthen and fix our core customer services** – Redesign old processes to improve service delivery.
3. **Expand customer service options** – Using the information gathered from our customers, develop programs and services to meet their individual needs.





# Create our Energy Future

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## Objective:

Build and maintain smart, resilient, flexible, dynamic and reliable grid infrastructure; prepare for increased integration of distributed energy resources and increased customer options; and work to reverse historical inequity and avoid collateral harm to underserved populations by intentionally prioritizing their needs as we create our energy future.



## Success Measures:

- + Increased load/revenue associated with electrification
- + Penetration of automation on our grid
- + Reduction of emissions in Environmental Justice Communities

# Create our Energy Future

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## Projects, Initiatives and Activities:

1. [Fund and implement the “Utility Next” Portfolio](#) – Deliver new programs to achieve Seattle’s vision of a clean energy future.
2. [Implement grid modernization roadmap](#) – Prioritize investments needed to support electrification and increase grid flexibility, automation, reliability and resiliency.
3. [Implement electrification plans](#) – Develop, offer and implement programs authorized in the Transportation Electrification Strategic Investment Plan.
4. [Integrate distribution system and resource planning](#) – Integrate and align the Integrated Resource Plan with other complementary planning efforts.
5. [Demonstrate leadership and collaboration](#) – Lead planning and support development of long-term regional decarbonization and electrification solutions and collaborate to ensure capacity and availability of carbon-free generation resources.



# Develop Workforce and Organizational Agility

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## Objective:

Foster an organization that is nimble, adaptable and responsive and cultivate a workforce empowered to support social justice



## Success Measures:

- + Workforce development and culture metrics (e.g., diversity, recruitment, employment, promotion and retention measures, and employee culture survey results)
- + Development of foundational and equitably distributed resources and training to do their jobs successfully



# Develop Workforce and Organizational Agility

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## Projects, Initiatives and Activities:

1. **Build an agile workforce** – Anticipate new strategic staffing needs, provide training and development opportunities that prepare employees for the future, support the culture change needed for future success, and build a workforce that reflects our community's diversity.
2. **Institutionalize organizational change management** – Establish a new change management program to provide consistent structure, standards, training, coaching and resources. This program will help employees successfully adapt to and master changes in job functions, business processes, and technology usage.



# Ensure Future Financial Stewardship and Affordability

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## Objective:

Support long-term affordability in Seattle by offering rates that are transparent, understandable, reasonable, equitable and consistent for all customers, including vulnerable populations. This commitment includes developing a sustainable and predictable approach to setting rates over time.



## Success Measures:

- + Rate path delivered according to Strategic Plan commitments
- + A debt service coverage ratio of 1.8 or higher
- + Capital financed 60% or less by debt

# Ensure Future Financial Stewardship and Affordability

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## Projects, Initiatives and Activities:

1. **Control rate increases** – Hold rate increases to a trajectory that resembles inflation. To do this, we will restructure our project tracking and improve budget management to drive accountability. This will allow us to lower labor costs and right-size the capital program.
2. **Price services for the future** – Building on new technology from advanced meters and billing system upgrades, City Light will continue to deliver new pricing options that encourage decarbonization and grid flexibility while also helping residents and businesses manage their energy costs.





# We Power

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## Objective:

Even as we prepare for the future, City Light will continue to advance our mission of providing our customers with affordable, reliable and environmentally responsible energy services. We will prioritize diversity, equity and inclusion in all that we do and will actively manage and mitigate the constraints, risks and uncertainty of operating in a COVID-adjusted environment.



## Success Measures

- + Operational dashboards will be developed for each line of business. These will facilitate data-driven discussions, decisions and actions around our core business functions.

# Rate Path



# Compare Strategic Plan Rate Increases

	2019	2020	2021	2022	2023	2024	2025	2026	AVG
2019-2024 Strategic Plan	5.8%	5.4%	3.6%	3.9%	4.0%	4.2%			4.5%
2022-2026 Strategic Plan			3.0%	3.9%	3.8%	3.8%	3.0%	3.0%	3.5%



***Approved by Seattle City Council in March 2021***

*A 3.0% increase taking effect April 1, 2021 was approved to offset RSA surcharges which were lifted concurrently. The net impact for customers is rates for 2021 that are unchanged from 2020 levels.*

*A 3.9% increase was also approved for implementation on January 1, 2022. Note, an upcoming BPA Passthrough rate adjustment is expected to offset a portion of this increase – utility staff estimate the net increase will be ~2.4%.*



# Questions and Comments



Seattle City Light



# THANK YOU

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**Seattle City Light**

[SCL\\_StrategicPlan@seattle.gov](mailto:SCL_StrategicPlan@seattle.gov)

**Seattle City Light Review Panel**

c/o L. Barreca, Seattle City Light  
P.O. Box 32023 Seattle, WA 98124-4023  
[CLRP@seattle.gov](mailto:CLRP@seattle.gov)

May 14, 2021

Mayor Jenny A. Durkan  
The City of Seattle  
600 Fourth Avenue  
P.O. Box 94749  
Seattle, WA 98124-4749

**RE: City Light Review Panel Comment Letter on Proposed 2022-2026 Seattle City Light Strategic Plan**

Dear Mayor Durkan:

This letter presents our comments on the proposed Seattle City Light (City Light) Strategic Plan for 2022-2026 (the Plan) in fulfillment of our duties as members of the City Light Review Panel set forth in Ordinance 124740.

We are pleased to endorse the Plan and support its adoption as presented. In a quickly evolving landscape, this Plan presents a comprehensive, ambitious and strategic set of goals that we believe are well suited to the challenges faced by City Light and its customers. This letter offers our further thoughts and suggestions to you and the utility moving forward.

At the outset, we want to thank General Manager and CEO Debra Smith for her exceptional leadership of the utility. She and her team have been very supportive of the Panel's role and have engaged with us transparently; they bring welcome and positive change to the utility.

**Successes and Challenges since adoption of the 2018 Strategic Plan**

Reflecting on how City Light has been impacted since the last Strategic Plan was approved three years ago, the COVID pandemic is at the top of the list of disruptions. It caused a sharp decline in electricity usage and a need to significantly adjust how City Light operates. City Light responded quickly and creatively. Employees worked in new ways and launched new efforts to assist customers. Reliability of our electric service was preserved throughout. The entire City Light team should be commended for their success here.

Nearly a year and a half since the beginning of the pandemic, the speed and nature of the economic recovery we all hope for is unclear. Due to the uncertainty of the pandemic, delivery of the Plan was delayed by a year – it is a 5-year plan, rather than the 6-year plans we have worked on with City Light before. We think the delay was the right move.



Successes we observe since issuance of the last strategic plan include:

- Positive changes in leadership at the top and across the utility.
- Increased participation in the Utility Discount Program.
- Pilot programs launched to test new rate design components including the Energy Equity Rate Pilot, Residential Time of Day (TOD) Pilot, Commercial TOD project and the Demand Response Rate Pilot.
- Improved load forecast methodology.
- Launching of the transportation electrification initiative.
- City Light remains in a strong financial position, with an AA bond rating that helps keeps the rate of borrowing low.

The Plan provides a vision, goals, and high-level initiatives to address several challenges facing City Light in the next few years. The Panel believes there are several pressing issues facing City Light; we identify these challenges below, as they each relate to one of the Plan's five "business strategies." Our comments below are not prioritized and are presented in the order in which the Business Strategies are presented in the Plan.

#### **Business Strategy: Improve the Customer Experience**

- Race and Social Justice. There is a need for a more robust social justice and equity response in all government does.
- Growing receivables. In the last year, 20% of City Light's residential customers and 14% of its commercial customers have gone into arrears on their electricity bills.

#### **Business Strategy: Create our Energy Future**

- Grid Modernization. City Light's aging electrical grid lacks the flexibility to provide many of the next generation of products and services that customers are beginning to expect.
- Balancing Policy Goals. The utility will need to balance financial and policy support for energy efficiency (reducing demand for electricity) with the new building electrification effort designed to increase demand for electricity.

#### **Business Strategy: Develop Workforce and Organizational Agility**

- Focus on Labor Costs. Negotiations have recently been completed with the IBEW to bring City labor costs for line workers in sync with recently approved significantly higher wages in our neighboring electrical utilities. These are critical workers in a competitive hiring environment; this new contract will impact operating costs going forward.

#### **Business Strategy: Ensure Financial Health and Affordability**

- Keeping Electric Service Affordable. We are very pleased that the Plan proposes an annual average rate increase over the next 5 years of 3.5% per year -- significantly lower

than the 4.5% annual average in the 2018-2024 Strategic plan. Moving forward, keeping rates at this reduced path will require continued vigilance.

- Rightsizing City Light's Capital Improvement Plan While Ensuring Assets are Maintained. The Panel would like to see a reduction in the rate pressures created by City Light's large annual debt repayment obligations. While use of debt financing does increase affordability in the short term, over time, over dependence on debt will overburden the organization financially. We look forward to working with management to examine alternative ways of financing ongoing system investments. City policy requires City Light to fund its capital improvements with at least 40% operating cash, with the balance coming from borrowing: issuing debt. Funding debt service coverage remains the largest single rate driver for City Light in the 2022-2026 Plan.
- Declining Retail Demand. City Light is continuing to experience year over year declines in the demand for electricity, and there is a major question mark about how and when commercial demand for electricity, in particular, will recover as we move beyond the COVID pandemic. City Light's reliable and comparably low-cost electricity is a critical foundation for our economy, and economic development helps boost revenues for the City in many areas.
- Rate Design. City Light's outdated rate structure under-recovers fixed per customer costs and lacks time of use rates or interruptible rates (the latter two items are under study in pilot projects). Revisions to the utility's rate structure have been put on hold by COVID and we hope will be taken up by the City later this year.
- Reserve Fund Targets. The potential benefits to ratepayers from reducing the target reserve levels in the Rate Stabilization Account (RSA) should be seriously considered. The RSA was established to offset variability in wholesale power revenues that today are a much smaller dollar amount annually than was the case when the RSA was established.

#### **Business Strategy: We Power (maintaining core utility functions)**

- Environmental Stewardship. We see a continued need to respond to our region's deeply held environmental values in the operation of the City's hydroelectric assets.

The Panel intends to be fully engaged with City Light on all these challenges moving forward. Success of the Plan will be based on execution; in filling in the details around the high-level initiatives presented and identifying and tracking meaningful metrics to measure success. Due to the consideration of so many interconnected variables, this Strategic Plan contains fewer tactical elements than previous plans. There is tremendous work ahead, and we support the goals laid out in the Plan. The utility will need to be nimble as the uncertainties before us are significant – particularly as to the pace of transportation electrification, and the shape of the economic recovery.

## Conclusion

The world in which City Light operates is changing rapidly. The Strategic Plan addresses this uncertainty in many ways, positioning the utility to respond effectively to a range of current and future challenges, all with a significant reduction in the annual growth of electric rates as compared to the prior strategic plan.

We are pleased to support this new Strategic Plan and we look forward to working with the utility on its implementation. We thank CEO Debra Smith, her staff team, as well as the staff from the City Council and Budget Offices all of whom support the work of the City Light Review Panel. It is a pleasure to work with such dedicated, excellent public servants. We thank you, Mayor Durkan, and the Council, for your continued support of our efforts as citizen volunteers serving on the Review Panel, and for your work on behalf of the ratepayers of City Light.

We would welcome the opportunity to speak with you and the City Council about the recommendations in our letter.

Sincerely,

## Members of the City Light Review Panel<sup>1</sup>



**Leon Garnett**  
Panel Chair  
Panel Position #7  
Low Income Customer Advocate



**Mikel Hansen**  
Panel Vice-Chair  
Panel Position #5  
Commercial Customer Representative



**Anne Ayre**  
Panel Position #6  
Industrial Customer re  
Representative



**Scott Haskins**  
Panel Position #2  
Utility Financial Analyst



**Sara Patton**  
Panel Position #3  
Non-profit Energy Efficiency  
Advocate



**John Putz**  
Panel Position #8  
At-Large Customer  
Representative



**Tim Skeel<sup>2</sup>**  
Panel Position #1  
Economist

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<sup>1</sup> We sign this letter in our individual capacities, not as representatives of our employers. Please note there are currently two vacancies on the panel: Position #4, residential customer, and Position #9, suburban franchise area representative.

<sup>2</sup> Appointment pending.



## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle City Light	Kirsty Grainger/4-3713	Greg Shiring/6-4085

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

### **1. BILL SUMMARY**

**Legislation Title:**

A RESOLUTION related to the City Light Department, adopting a 2022-2026 Strategic Plan for the City Light Department and endorsing the associated five-year rate path.

**Summary and background of the Legislation:**

This resolution adopts City Light's 2022-2026 Strategic Plan and endorses the associated rate path required to support the strategic plan (shown below). It also requests that the department prepare the 2022 proposed budget and rates to reflect a 3.9% rate increase in 2022.

<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Average</b>
3.9%	3.8%	3.8%	3.0%	3.0%	3.5%

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the Adopted Budget?      ☐ Yes ☒ No

**Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term, or long-term costs?**

Yes, adoption of the Strategic Plan endorses a six-year rate trajectory, which reflects cost and revenue assumptions implicit in this rate assumption, which will inform future budget proposals and rate legislation.

**Is there financial cost or other impacts of *not* implementing the legislation?**

Not directly.

#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
No
- b. **Is a public hearing required for this legislation?**  
No
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- d. **Does this legislation affect a piece of property?**  
No
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
City Light takes its lead from the City-wide Race and Social Justice Initiative (RSJI) to end institutional racism in government. When deciding how to implement the programs, initiatives, and activities laid out in the Strategic Plan, City Light will continue to center equity in our work and offer services to vulnerable and historically underrepresented communities consistent with City policy. To increase accessibility for as many members of our community as possible, we will carry out the activities in the Strategic Plan in accordance with City Light's Language Access Plan.

This plan lays out a replicable, intentional approach to reaching customers in need and customers who indicate a preference for a language other than English. We commit to budgeting the time and resources required for translation and interpretation services where needed. We will consult with the Office of Immigrant and Refugee Affairs to ensure our outreach materials and strategies are inclusive and culturally appropriate, and we will seek to implement customer suggestions for improvement whenever possible.

#### f. **Climate Change Implications**

- 1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
Not directly, but the Strategic Plan does include initiatives such as electrification that would impact carbon emissions.
- 2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
Not directly, but the Strategic Plan does include initiatives such as electrification and grid modernization that would impact climate resiliency.

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

N/A

**List attachments/exhibits below:**

N/A





## Legislation Text

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**File #:** CB 120117, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to City Finances; creating and changing the names of funds in the City Treasury; amending Ordinance 126161, which authorized an interfund loan; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts.

WHEREAS, after regular inspection revealed accelerated and abnormal cracking of the concrete structure of the West Seattle High-Rise Bridge, The City of Seattle (“City”) made the decision to close the bridge to all vehicle traffic March 23, 2020; and

WHEREAS, the City Council approved expenditures and bridge financing through authorization of an interfund loan in Ordinance 126161 in anticipation of a 2021 LTGO Taxable bond issuance; and

WHEREAS, Ordinance 126161 also created the 2021 LTGO Taxable Bond Fund (36810) and appropriations for the West Seattle Bridge Immediate Response CIP project authorizing the expenditure of funds out of the 2021 LTGO Taxable Bond Fund; and

WHEREAS, the City, upon advice of the City’s bond counsel, wished to preserve the potential to reimburse the expenditures for the West Seattle Bridge Immediate Response project from lower cost tax-exempt bonds and wished to clarify that the name of the fund was not intended to limit the City’s ability to take advantage of the lowest cost financing option available; and

WHEREAS, the 2021 Adopted Budget appropriated and 2021-2026 Capital Improvement Program programmed additional funds in the 2021 LTGO Taxable Bond Fund for the Overlook Walk and East West Connections Project (MC-TR-C073) and the Aquarium Expansion (MC-PR-21006) project; and

WHEREAS, to reflect the updated guidance on permissible bond issuance it is necessary to update the Fund name and appropriations for these projects in 2021; NOW, THEREFORE,

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

Section 1. Sections 1 through 3 of Ordinance 126161 are amended as follows:

Section 1. A new 2021 (~~LTGO-Taxable~~) West Seattle Bridge Repair LTGO Bond Fund (36810) is created in the City Treasury, into which the principal proceeds and any premium received from the sale and delivery of limited tax general obligation bonds (~~(in 2021)~~) for the West Seattle Bridge Immediate Response and West Marginal Way Safe Street and Accessibility Improvements CIP projects shall be deposited for the purpose of paying all or part of the costs of various elements of the City's capital improvement program and other City purposes approved by ordinance. The Fund shall receive earnings on its positive balances and pay interest on its negative balances. The Director of Finance is authorized to create other Accounts or Subaccounts as may be needed.

Section 2. The Director of Finance is authorized to make a non-revolving loan of up to \$50 million principal and interest outstanding from the Construction and Inspections Fund to the 2021 (~~LTGO-Taxable~~) West Seattle Bridge Repair LTGO Bond Fund, created by Section 1 of this ordinance, to provide bridge financing for expenditures related to the West Seattle Bridge Immediate Response project (MC-TR-C110) and the West Marginal Way Safe Street and Accessibility Improvements project (MC-TR-C103) that will be financed by authorized, (~~(taxable)~~) limited tax general obligation (LTGO) bond proceeds. The loan is to be repaid no later than December 31, 2021, with interest on the loan at the rate of return of the City's Consolidated Cash Pool. The entire principal and interest amount of the loan drawn is intended to be repaid with proceeds from the future sale of (~~(taxable)~~) LTGO bonds issued in 2021.

Section 3. The Director of Finance may effectuate the loan authorized in Section 2 of this ordinance by transferring cash from the Construction and Inspections Fund to the 2021 (~~LTGO-Taxable~~)

)) West Seattle Bridge Repair LTGO Bond Fund, or by carrying the 2021 (~~LTGO Taxable~~) West Seattle Bridge Repair LTGO Bond Fund in a negative cash position, in an amount not to exceed \$50 million until no later than December 31, 2021, or until repayment with proceeds from the sale of ((~~taxable LTGO~~)) limited tax general obligation bonds in 2021, whichever is earlier. The Director of Finance is further authorized to establish, and modify if necessary from time to time, a repayment plan and schedule.

Section 2. A new 2021 LTGO Taxable Bond Fund (36820) is created in the City Treasury, into which the principal proceeds and any premium received from the sale and delivery of limited tax general obligation bonds in 2021 shall be deposited for the purpose of paying all or part of the costs of various elements of the City's capital improvement program and other City purposes approved by ordinance. The Fund shall receive earnings on its positive balances and pay interest on its negative balances. The Director of Finance is authorized to create other Accounts or Subaccounts as may be needed. References in Sections 4 and 5 of Ordinance 126161 to the 2021 LTGO Taxable Bond Fund refer to the fund created by this section rather than the fund renamed by Section 1 of this ordinance.

Section 3: Appropriations in the 2021 Adopted budget are modified as follows:

Item	Department	Fund	Budget Summary Level/ BCL Code	Amount
3.1	Department of Finance and Administrative Services	West Seattle Bridge Repair LTGO Bond Fund (36810)	Debt Issuance Cost - LTGO (BO-FA-DEBTISS-L)	(\$397,800)
		2021 LTGO Taxable Bond Fund (36820)	Debt Issuance Cost - LTGO (BO-FA-DEBTISS-L)	\$397,800
Total				\$0

Section 4. Appropriations in the 2021 Adopted Budget and project allocations in the 2021-2026 Adopted Capital Improvement Program for the following items are adjusted as follows:

Item	Dept	Fund	Budget Summary Level/BCL Code	Additional Budget Appropriation	CIP Project Name
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4.1	Seattle Department of Transportation	West Seattle Bridge Repair LTGO Bond Fund (36810)	Central Waterfront (BC-TR-16000)	(\$4,260,000)	Overlook Walk and East West Connections Project (MC-TR-C073)
4.2	Seattle Department of Transportation	2021 LTGO Taxable Bond Fund (36820)	Central Waterfront (BC-TR-16000)	\$4,260,000	Overlook Walk and East West Connections Project (MC-TR-C073)
4.3	Seattle Parks and Recreation	West Seattle Bridge Repair LTGO Bond Fund (36810)	Building for the Future (BC-PR-20000)	(\$9,000,000)	Aquarium Expansion (MC-PR-21006)
4.4	Seattle Parks and Recreation	2021 LTGO Taxable Bond Fund (36820)	Building for the Future (BC-PR-20000)	\$9,000,000	Aquarium Expansion (MC-PR-21006)
<b>Net Change</b>				<b>\$0</b>	

Section 5. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Monica Martinez Simmons, City Clerk

(Seal)

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
City Budget Office	Caleb Wagenaar (3-9228)	Caleb Wagenaar (3-9228)

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

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to City Finances; creating and changing the names of funds in the City Treasury; amending Ordinance 126161, which authorized an interfund loan; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** In early 2020, the Seattle Department of Transportation closed the West Seattle Bridge to traffic due to abnormal cracking of the concrete structure. Through extensive technical analysis and public outreach, the Mayor determined that repairing the bridge rather than replacing the structure was the best option. To pay for the repairs, the City Council authorized an interfund loan, borrowing against a bond sale in 2021. Because of the uncertainty surrounding the nature of the repair work in early 2020, the City Budget Office and the Director of Debt Financing in the Finance and Administrative Services Department decided to plan for an eventual sale of taxable bonds, which provide slightly more flexibility in uses. As the nature of the repair became clear, CBO and FAS determined that the repair work was eligible for tax-exempt bonds, which are issued at a lower interest rate. This legislation makes several technical corrections to the bond funds associated with the West Seattle Bridge repair work. Changes include renaming the bond fund associated with the West Seattle Bridge bonds for sole use, creating new LTGO Taxable Bond Fund, and moving appropriation for the Overlook Walk and East West Connections Project and Aquarium Expansion project from the previous bond fund to the new Taxable LTGO Bond Fund.

### 2. CAPITAL IMPROVEMENT PROGRAM

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

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost (000s):</b>
Overlook Walk and East West Connection Project	MC-TR-C073	Central Waterfront	2013	2024	\$184,339
Aquarium Expansion	MC-PR-21006	Central Waterfront	2015	2023	\$34,000



### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?**   X   Yes      No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Appropriation change (\$):	General Fund \$		Other \$	
	2021	2022	2021	2022
	0	0	0	0
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2021	2022	2021	2022
	0	0	0	0
Positions affected:	No. of Positions		Total FTE Change	
	2021	2022	2021	2022
	0	0	0	0

**Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?**  
No

**Is there financial cost or other impacts of *not* implementing the legislation?**  
No

### 3. Appropriations

  X   This legislation adds, changes, or deletes appropriations.

If this box is checked, please complete this section. If this box is not checked, please proceed to Revenues/Reimbursements.

Fund Name and number	Dept	Budget Control Level Name/##	2021 Appropriation Change	2022 Estimated Appropriation Change
West Seattle Bridge Repair LTGO Bond Fund - 36810	Department of Finance and Administrative Services	Debt Issuance Cost – LTGO (36810-BO-FA-DEBTISS-L)	(\$397,800)	\$0
2021 LTGO Taxable Bond Fund - 36820	Department of Finance and Administrative Services	Debt Issuance Cost – LTGO (36820-BO-FA-DEBTISS-L)	\$397,800	\$0
West Seattle Bridge Repair LTGO Bond Fund - 36810	Seattle Department of Transportation	Central Waterfront (BC-TR-16000)	(\$4,260,000)	\$0
2021 LTGO Taxable Bond Fund - 36820	Seattle Department of Transportation	Central Waterfront (BC-TR-16000)	\$4,260,000	\$0

West Seattle Bridge Repair LTGO Bond Fund - 36810	Seattle Parks and Recreation	Building for the Future (BC-PR-20000)	(\$9,000,000)	\$0
2021 LTGO Taxable Bond Fund - 36820	Seattle Parks and Recreation	Building for the Future (BC-PR-20000)	\$9,000,000	\$0
<b>TOTAL</b>			<b>\$0</b>	<b>\$0</b>

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

**Is this change one-time or ongoing?**

One-time

**Appropriations Notes:**

This legislation transfers appropriation from one bond fund to another; there is no overall change in appropriation amounts.

**4. OTHER IMPLICATIONS**

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

Department of Finance and Administrative Services: Transferring appropriations from one bond fund to another.

Seattle Department of Transportation: Transferring appropriations from one bond fund to another.

Seattle Parks and Recreation: Transferring appropriation from one bond fund to another.

**b. Is a public hearing required for this legislation?**

No

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

No

**d. Does this legislation affect a piece of property?**

No

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

This legislation does not have any Race and Social Justice Initiative impacts.

**f. Climate Change Implications**

1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No

2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No

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

This is not a new initiative or program.

**List attachments/exhibits below:**





## Legislation Text

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**File #:** Appt 01964, **Version:** 1


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Appointment of Georgio Brown as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2024.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b>  Georgio Brown		
<b>Board/Commission Name:</b> Historic Seattle Preservation & Development Authority		<b>Position Title:</b> Member, Position # 7
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: HSPDA Council	<b>Term of Position: *</b> 12/1/2020 11/30/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> Central District	<b>Zip Code:</b> 98122	<b>Contact Phone No:</b> [REDACTED]
<b>Background:</b> See attached resume.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 5/20/21	<b>Appointing Signatory:</b> David Yeaworth HSPDA Council Chair	

*\*Term begin and end date is fixed and tied to the position and not the appointment date.*



## Georgio Brown

### ADDRESS

[REDACTED]  
[REDACTED]

### PHONE

[REDACTED]

### EMAIL

[REDACTED]

### WEB

[www.youtube.com/coolouttv](http://www.youtube.com/coolouttv)

## Profile

Strategic and highly creative professional, capable of developing and actualizing productions in unique and innovative ways with extensive experience in video production, production management, multimedia, marketing, and teaching multimedia programs. Proactive individual with in-depth knowledge of composition and execution of digital photography, extremely proficient with non-linear and computerized video editing systems, and proven high abilities to be an efficient, multi-tasking, dependable & reliable worker. Outgoing team leader, who consistently pushes to exceed the expected norm in product delivery, while helping to maintain a positive environment. Strong communicator, who excels at working in collaboration with management, agencies and clients to convert ideas and strategies into project deliverables, and who has the ability to ramp up quickly with new technologies.

## Video & Broadcast Experience

### PRODUCER, UNITED WAY CAMPAIGN - 2015-2016 (INDEPENDENT CONTRACTOR)

Crafted the creative vision, strategy and brief for the video campaign. Worked in close partnership with the client to manage expectations, the project, on-time deliverables and budget. Filmed & produced promotional videos to generate ad funding awareness for the United Way campaign.

### PRODUCER/DIRECTOR, DUKES CHOWDER HOUSE 2013-PRESENT (INDEPENDENT CONTRACTOR)

Produced, filmed and edited the web series Duke Tales on location. Managed production team of four people on location in Alaska.

### CREATOR/DIRECTOR/PRODUCER, COOLOUT NETWORK TV - 1991-PRESENT

Video music television show focusing on the Northwest urban music culture. Documented events and created weekly series on SCAN Television, 1991-2006.

### VIDEO PRODUCTION SERVICES, GEORGIO BROWN PRODUCTIONS - 2004-PRESENT

Created web content for organizations and non profits.

### DOCUMENTARIAN & BOARD MEMBER, 206 UNIVERSAL - 2004-PRESENT

Documented 206 Zulu programs, leads the Coolout Academy and serves as a member of the Board of Directors.

## Brand Experience

### AGENT, RESERVATION SUPPORT - 2012-PRESENT

Expert product knowledge of the Holland America Line brand and it's ships, encompassed with excellent customer service, interpersonal and communication skills.

## Core Competencies

Video Production & Editing • Multimedia Programs • Project Management • Marketing • Project Development



## Georgio Brown

### ADDRESS

[REDACTED]  
[REDACTED]

### PHONE

[REDACTED]

### EMAIL

[REDACTED]

### WEB

[www.youtube.com/coolouttv](http://www.youtube.com/coolouttv)

## Education

Art Institute of Seattle, Seattle, WA - Video Production & Business Management, 1997

## Recognitions

MOHAI MUSEUM OF HISTORY AND INDUSTRY - SEPT 2015 - MAY 2016

Coolout Network featured in the Legacy of Hip Hop exhibit.

HIP HOP HISTORY MONTH, EXPERIENCE MUSIC PROJECT - NOV 2015

Historic programming featured at EMP/SFM Skychurch.

THE LANGSTON HUGHES AA FILM FESTIVAL AWARD - 2009

For production of documentary "This is 206 Zulu," an in depth view on the Seattle-based Hip Hop organization.

MAYOR'S AWARD OF EXCELLENCE - 2004

Honoring community involvement, entrepreneurial achievement and Business Acumen by Mayor Greg Nichols and the Mayors office of Film and Music & Mayors Office of Arts and Cultural Affairs.

## Referrals

Referrals upon request.



# Historic Seattle Preservation and Development Authority

MAY 2021

12 members: Per RCW 35.21.730 and Seattle Municipal Code 3.110, all subject to City Council confirmation.

- 4 Mayor-appointed
- 8 Other Authority-appointed (specify): (4) PDA Governing Council and (4) PDA Constituency

Roster:

*D	**G	Position No.	Position Title	Name	Term Start Date	Term End Date	Term #	Appointed By
6	M	1.	Chair	David Yeaworth	12/1/20	11/30/24	2	Constituency
6	F	2.	Member	Stephanie Toothman	12/1/19	11/30/21	1	Mayor
6	F	3.	Member	Kate Krafft	12/1/18	11/30/22	3	Constituency
6	M	4.	Member	Vernon Abelsen	12/1/19	11/30/23	2	Governing Council
2	M	5.	Member	Kenny Pittman	12/1/20	11/30/24	1	Mayor
1	F	6.	Member	Mariko Park	12/1/17	11/30/21	1	Constituency
2	M	7.	Member	Georgio Brown	12/1/20	11/30/24	1	Governing Council
6	F	8.	Treasurer	Mary McCumber	12/1/18	11/30/22	6	Governing Council
6	M	9.	Member	Peter Mills	12/1/17	11/30/21	6	Governing Council
1	F	10.	Secretary	Valerie Tran	12/1/18	11/30/22	2	Mayor
6	M	11.	Vice Chair	Rick Sever	12/1/19	11/30/23	5	Constituency
6	M	12.	Member	Jack O'Connor	12/1/19	11/30/23	1	Mayor

Diversity Chart:

Diversity Chart:					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Vacant	Minority	Asian-American	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	***Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2			1	1				2			
HS Council	3	1				1				3			
Other	2	2			1					3			
Total	7	5			2	2				8			

Key:

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M or F

\*\*\*Other Includes diversity in any of the following: *race, gender and/or ability*



## Legislation Text

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**File #:** Appt 01965, **Version:** 1

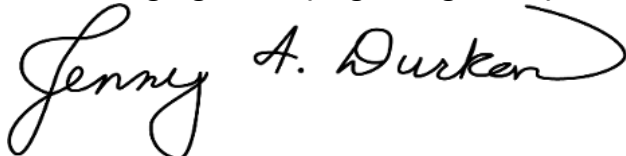
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Appointment of Elizabeth Baskerville as member, International Special Review District Board, for a term to December 31, 2022.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Elizabeth Baskerville</i>		
<b>Board/Commission Name:</b> <i>International Special Review District</i>		<b>Position Title:</b> <i>Mayoral appointee</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>6/23/2021</i>	<b>Term of Position: *</b> <i>1/1/2021</i> <b>to</b> <i>12/31/2022</i>  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Chinatown International District</i>	<b>Zip Code:</b> <i>98104</i>	<b>Contact Phone No.:</b> <div style="background-color: black; width: 100px; height: 1.2em;"></div>
<b>Legislated Authority:</b> <i>Ordinance 112134</i>		
<b>Background:</b> <i>Elizabeth Chong Baskerville is a resident of the neighborhood who is the principal owner of a landscape and environmental design consultation firm. She previously worked as the garden manager for the Danny Woo Community Garden with Interim Community Development Association. She has degrees in both architecture and landscape architecture. She is interested in applying her experience as a community member and past applicant before the board to culturally-appropriate design and equitable development. She understands the challenges faced by the neighborhood and has a clear understanding of the role of the Board in review proposed applications for Certificate of Approval.</i>		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor, City of Seattle</i>

\*Term begin and end date is fixed and tied to the position and not the appointment date.

# ELIZABETH BASKERVILLE

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## HIGHLIGHTED WORK EXPERIENCE

EARTHLING DESIGN LLC; **PRINCIPAL OWNER**; SEATTLE, WA 2019-PRESENT  
Landscape designer and environmental design consultant for residential projects, community gardens, and farms. RainWise Contractor through the City of Seattle, and graduate of the SPU RainWise Academy.

INTERIM CDA; **ENVIRONMENTAL DESIGN CONSULTANT**; SEATTLE, WA 2020-PRESENT  
Design consultant for sustainability projects including the Danny Woo Community Garden.

INTERIM CDA; **DANNY WOO COMMUNITY GARDEN MANAGER**; SEATTLE, WA 2017-2020  
Director of programs and operations in multicultural and multilingual 1.5 acre urban community garden in the heart of Chinatown-International District. Capital project management; grant writing; marketing; supervision of staff, interns, and volunteers.

MORAL CHOICE; **CO-FOUNDER & FACILITATOR**; SEATTLE, WA 2017-2019  
Anti-racism consulting organization focusing on developing organization-specific practices, protocols and processes that dismantle institutionalized oppression. Clients included City of Seattle, Lake City Future First, Artist Trust, and United Way of King County.

SPD URBAN DESIGN; **RESEARCH INTERN**; BEIJING, CHINA 2015-2016  
Environmental consultant and researcher for Chinese design firm. Introduced concepts and best management practices for low impact design (LID) to staff; compiled and created manual on international standards for LID.

EAST MICHIGAN ENVIRONMENTAL ACTION COUNCIL; **PROGRAM DIRECTOR**; DETROIT, MI 2009-2011  
Director of environmental justice education programs for a grassroots organization in Detroit. Project management for design and build projects; curriculum development; supervision of 4 full time staff.

MARIN COUNTY; **RESOURCE ECOLOGIST**; SAN RAFAEL, CA 2008-2009  
Restoration ecologist for Marin County. Duties included ecological roadside restoration, botanical and soil surveys. Data collected contributed to the California Native Plant Society publication *Classification of Vegetation Associations from the Marin County Open Space District in Marin County, California, 2010*.

## EDUCATION

**MASTER OF LANDSCAPE ARCHITECTURE (MLA)** 2016  
School of Natural Resources & Environment, University of Michigan, Ann Arbor  
Thesis title: "Water Sensitive Urban Design in Hebei Province, China"

**MASTER OF SCIENCE (MS) ARCHITECTURE DESIGN AND RESEARCH** 2014  
Taubman College of Architecture & Urban Planning, University of Michigan, Ann Arbor  
Project title: "Urbanization and Disability in Beijing, China"

**BACHELOR OF SCIENCE (BS) ENVIRONMENTAL SCIENCE** 2007  
School of Natural Resources & Environment, University of Michigan, Ann Arbor  
Specialization: Science of Botany

**GARFIELD HIGH SCHOOL, SEATTLE** 2003



## **SELECTED RECENT PUBLIC SPEAKING & PRESENTATIONS**

SUSTAINABLE SEATTLE; PANELIST; SEATTLE, WA Gathering Place Discussion on Food Justice	7/14/2020
COMMUNITY FOOD SYSTEMS CONFERENCE; PRESENTER; SAVANNAH GA Workshop Title: "Seeds of Change, Roots of Power; Systems Thinking and Resource Mapping"	12/10/2019
CITY FRUIT CELEBRATES; SPEAKER; SEATTLE, WA Guest Speaker representing Community Partners at the City Fruit Gala	10/17/2019
AIA SEATTLE + DESIGN SWARM; SEATTLE, WA Presentation Title: "Chinatown International District Contested Spaces: What is a City for All?"	10/17/2018
KING COUNTY WASTEWATER TREATMENT DIVISION, ENVIRONMENTAL SERVICE UNIT Presentation Title: "An Environmental Justice History of the Chinatown International District"	9/19/2018

## **LEADERSHIP & HONORS**

NEW ECONOMY WASHINGTON FRONTLINE COMMUNITY FELLOWSHIP RECIPIENT	2020-2021
UNIVERSITY OF MICHIGAN LANDSCAPE ARCHITECTURE, STUDENT PRESIDENT	2015-2016
SEAH-HAIAM ARTS AND SCIENCES SCHOLARSHIP	2014
NANETTE R ACROSS PRIZE	2013
ENVOY DIVERSITY FELLOWSHIP AWARD	2012
CENTER FOR WHOLE COMMUNITIES, FELLOW	2011
US SOCIAL FORUM & WORLD SOCIAL FORUM, SUSTAINABILITY CO-CHAIR	2010-2011
ROCKWOOD LEADERSHIP INSTITUTE, WOMEN IN RACIAL JUSTICE FELLOW	2010
DETROIT ASIAN YOUTH PROJECT, MENTOR	2009-2010
PRISON CREATIVE ARTS PROJECT, FACILITATOR	2004-2016

## **CERTIFICATIONS**

RAINWISE CONTRACTOR CERTIFICATION	2020
DARE TO LEAD, BRENE BROWN LEADERSHIP TRAINING	2019
THE PROGRAM ON INTERGROUP RELATIONS FACILITATOR TRAINING	2015

## **SOFTWARE/SKILLS**

ESRI ArcMap (GIS); Autodesk (Drafting); Adobe Suite (Graphic Design); Instagram/Facebook (Marketing & Communication); Mailchimp (Marketing & Communication); Wix/Weebly (Website Management)

## International Special Review District Board

7 members: Per *Ordinance 112134*, *SMC 23.66.020*, and *SMC 23.66.312*, two of which are subject to City Council confirmation, 2-year terms:

- 2 Mayor-appointed
  - 5 Other Appointing Authority-appointed: Special Review District election
- All residents, persons who operate businesses, their employees, and property owners of the special review district shall be eligible to vote. The five (5) elected members of the Board shall consist of:
- Two (2) members who own property in the International District, or who own or are employed by businesses located in the International District
  - Two (2) members who are either residents (including tenants), or persons with a recognized and demonstrated interest in the welfare of the International District Community
  - One (1) member at large

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	6	1.	Property owner in the International District, or own or are employed by businesses located in the International District	Russ Williams	12/1/19	11/30/21	2	Special Review District
1	M	3	2.	Resident, or person with a recognized and demonstrated interest in the welfare of the International District Community	Matt Chan	12/1/19	11/30/21	1	Special Review District
1	F	3	3.	Property owner in the International District, or own or are employed by businesses located in the International District	Tanya Woo	12/1/18	11/30/20 <sup>+</sup>	1	Mayor, due to vacancy of elected member
1	M	2	4.	Resident, or person with a recognized and demonstrated interest in the welfare of the International District Community	M. Faye Hong	12/1/19	11/30/21	1	Special Review District
1	M	n/a	5.	At-Large	Andy Yip	12/1/18	11/30/20 <sup>+</sup>	1	Special Review District

9	F	2	6.	Architect	Elizabeth Baskerville	1/1/21	12/31/22	1	Mayor
1	M	3	7.	Architect	Matthew Fujimoto	1/1/20	12/31/21	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	2			1								2
Council													
Other	4	0			3					1			
Total	5	2			4					1			2

**Key:**

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*

<sup>†</sup>Due to the pandemic, seated members are able to serve until the next election can be held



## Legislation Text

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**File #:** CB 120114, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to the Office of Housing; authorizing the acquisition of two parcels in South Park for the purpose of development of affordable housing and community ground floor space; placing the property under the jurisdiction of the Office of Housing; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle created the place-based and interdepartmental Duwamish Valley Program in 2016 to engage Duwamish Valley residents in identifying their priorities to advance environmental justice and equitable development; and

WHEREAS, the Duwamish Valley Action Plan (2018) identified six racial equity outcomes, strategies, and actions that reflected community priorities, including investing City resources to preserve existing and increase access to affordable housing; and

WHEREAS, the median household income in South Park in 2018 was \$34,605; 55 percent of South Park residents are renters; and almost 55 percent of those are “rent-burdened,” which is defined by the U.S. Department of Housing and Urban Development as spending more than 30 percent of income on housing; and

WHEREAS, the Office of Housing has been working to achieve the goals of the Duwamish Valley Action Plan, including pursuing opportunities for permanent affordable housing for low-income households in the Duwamish Valley; and

WHEREAS the Office of Housing has entered into purchase and sale agreements to acquire two real property parcels at the intersection of 14th Avenue S and S Henderson Street in South Park, at a combined purchase price of \$3,650,000, contingent upon City Council ordinance authorization; and



WHEREAS, the Office of Housing expects to engage community stakeholders to inform a future vision for the redevelopment of the two parcels for affordable housing and related community uses; and

WHEREAS, the Office of Housing expects to release a Request for Proposals for the redevelopment of the two parcels, which are approximately 18,000 square feet of developable land; NOW, THEREFORE,

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

Section 1. The Director of the Office of Housing or designee (“OH Director”) is authorized on behalf of The City of Seattle to acquire the described real property (“Property”) situated in the City of Seattle, County of King, State of Washington, identified as King County parcel numbers 788360-8611 and 788360-8608, together with all rights, privileges, and other property pertaining thereto, at a combined purchase price of no greater than \$3,650,000, for the purpose of developing affordable housing, for households at or below 60 percent of area median income and for other potential community uses, and for general municipal purposes:

788360-8611 (8914 14th Avenue South):

PARCEL A: LOTS 45, 46, 47 AND 48, BLOCK 45 OF SOUTH PARK, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET THEREOF.

PARCEL B: THE NORTH 30 FEET OF LOTS 45, 46, 47 AND 48, BLOCK 45 OF SOUTH PARK, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON

788360-8608 (1412 South Henderson Street):

LOTS 43 AND 44, BLOCK 45, SOUTH PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

Section 2. The OH Director is authorized, on behalf of The City of Seattle, to execute such documents as deemed necessary to purchase the Properties; to accept and record deeds and other necessary instruments on behalf of the City; to provide relocation assistance to the extent required by law to the occupants of the properties; to enter into agreements with the existing owners and tenants as needed to facilitate the successful acquisition of the properties, including but not limited to an assignment and assumption of leases and contracts,

and entering into new leases or lease amendments which the OH Director deems reasonable and in the best interest of the City consistent with the purposes set forth herein; to correct minor errors in the legal description of the Property, if any; to take any further actions with respect to the Property consistent with the purposes set forth herein, including conducting community engagement and a request for proposals/qualifications with respect to redevelopment of the Property for affordable housing and related community uses; and upon acquisition of the Property, it shall be under the jurisdiction of the Office of Housing.

Section 3. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Monica Martinez Simmons, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Office of Housing	Emily Alvarado/ (206) 684-3727	Miguel Jimenez/684-5805

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the Office of Housing; authorizing the acquisition of two parcels in South Park for the purpose of development of affordable housing and community ground floor space; placing the property under the jurisdiction of the Office of Housing; and ratifying and confirming certain prior acts.

**Summary of the Legislation:** This legislation would allow the Office of Housing to acquire two real property parcels (788360-8611 and 788360-8608) at the intersection of 14<sup>th</sup> Avenue S. and S. Henderson Street in South Park, for the purpose of developing affordable housing, for households at or below sixty percent of area median income with ground floor community uses. The combined purchase price of both parcels would total \$3.65M and would provide approximately 18,000 square feet of land for development. Closing is projected for August 15, 2021.

Following the acquisition of the properties OH will conduct a community engagement process to inform a Request for Proposal for an affordable housing development on the site.

**Background:** Since 2018, the Office of Housing has been working to achieve the goals it set out in the [Duwamish Valley Action Plan](#). These are:

1. Strong local community organization that has the expertise and capacity to pursue affordable housing and anti-displacement strategies in the Duwamish Valley.
2. Stabilize incumbent low-income renters and homeowners to prevent displacement in the Duwamish Valley.
3. Pursue additional opportunities for permanent affordable housing for low-income households in the Duwamish Valley.

This acquisition will support future development of affordable rental housing that will achieve the following community-driven goals: 1) mixed-use development 2) family-sized units and 3) community-oriented space located on the ground floor. This acquisition advances City efforts of environmental justice and equitable development in the Duwamish Valley, including priorities set in the Duwamish Valley Action Plan, a City-community shared vision for the South Park and Georgetown.

OH worked with a real estate broker to identify sites suitable for redevelopment. Current uses of the properties include two commercial tenants and one residential tenant. Any required relocation will occur after a Request for Qualifications and a timeline for development has been identified.



## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? \_\_\_ Yes \_\_\_X\_\_\_ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

There are acquisition and pre-development costs to be paid for with existing Office of Housing revenues and using existing 2021 Adopted Budget appropriations.

Is there financial cost or other impacts of *not* implementing the legislation?

No

## 4. OTHER IMPLICATIONS

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

Yes. Operational – The Finance and Administrative Services (FAS) Department may serve as the property management entity of the property. This will involve FAS having custodial management of the property, including leasing, collection of rents, payment of expenses, and other property management duties.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

Yes, see Attachment 1 for a map of the property.

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

The [Duwamish Valley Action Plan](#) highlighted major disparities within the South Park community, which is primarily made up of BIPOC community members. The median household income in South Park in 2018 was \$34,605. 55% of South Park residents are renters and almost 55% of those are rent burdened.

The acquisition and development of a mixed-use building in a neighborhood with sizable inequities would create a positive impact to South Park. This building will provide safe, healthy and affordable housing to households who have been displaced or are at risk of

displacement, as well as provide community space on the ground floor in the heart of the community. The ground floor would also help activate the 14<sup>th</sup> Avenue corridor and be a central location for community services.

All community engagement materials and presentations will be translated in the main languages in the community.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No

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

No

**List attachments/exhibits below:**

Summary Attachment 1 – Property Map

## Property Map

\*\* This map is intended for illustrative and informational purposes only and is not intended to modify anything in the legislation.

