

ORDINANCE No. 121078

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. for the provision of ceramic and other visual arts programs to the public.

Introduced: <u>FEB 10 2003</u>	By:
Referred: <u>FEB 10 2003</u>	To: <u>Parks, Education & Libraries Committee</u>
Referred:	To:
Referred:	To:
Reported: <u>2/18/03</u>	Second Reading:
Third Reading: <u>2/18/03</u>	Signed: <u>2/18/03</u>
Presented to Mayor: <u>2/19/03</u>	Approved: <u>2/24/03</u>
Returned to City Clerk: <u>2/26/03</u>	Published: <u>2/26/03</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommended that it

2-0 PS JD

Full Council Vote 6-0 Absent: Cronin

Committee Chair

me

Peter Steinmetz

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

2-0 PS JD

Full Council Vote 6-0 Absent: Conkin, Dray, McVie

Education &
Committee

103

2 pgs

Y

Committee Chair

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formatted
Full text loaded
Attachment to
(on CD gone to email)

Law Department

SMEAD 45 YSP 17703

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ORDINANCE 121078

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. for the provision of ceramic and other visual arts programs to the public.

WHEREAS, Seward Park Art Studio has exhibited substantial community responsibility for artistic programming open to the public during its nineteen years at the Seward Park Bathhouse; and

WHEREAS, Seward Park Art Studio has made significant commitments to community-based ceramic and visual arts programming, and provided outreach to diverse populations, including young people, throughout the City of Seattle; and

WHEREAS, Seward Park Art Studio is committed to continuing to provide such public access through its studio at the Seward Park Bathhouse facility; and

WHEREAS, the Department desires to have Seward Park Art Studio continue to help foster a positive and vibrant artistic environment for ceramic and visual arts programming for the general public; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation is authorized to execute, for and on behalf of The City of Seattle, a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. in substantially the form attached hereto as Exhibit A, with additions, modifications, or deletions as the Mayor or said Superintendent deems to be in the best interest of the City.

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

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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Royal Alley-Barnes
Seward.doc
October 2, 2002
V #2

1 Passed by the City Council this 18 day of Feb, 2003, and signed by me in open
2 session in authentication of its passage this 18 day of Feb, 2003.

3 Peter Stenmark
4 President _____ of the City Council

5 Approved by me this 24 day of February, 2003.

6 Gregory J. Nickels
7 Gregory J. Nickels, Mayor

8 Filed by me this 28th day of February, 2003.

9 [Signature]
10 City Clerk

11
12 (Seal)

13
14
15 Exhibit A: Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art
16 Studio, Inc.

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Royal Alley-Barnes
10/1/02
Seward Park Art Studio Operation
Version #1.

Fiscal Note: Seward Park Art Studio Operation

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Royal Alley-Barnes 684-8001	Marilynne Gardner 233-5109

Legislation Title:

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. for the provision of ceramic and other visual arts programs to the public.

Summary of the Legislation:

This legislation authorizes the Department of Parks and Recreation (DPR) to execute an eight-year use and occupancy agreement, with a four-year option subject to DPR's approval, for the operation of ceramic and visual arts programs for the public at the Seward Park Bathhouse facility.

Appropriations (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2002 Appropriation	2003 Anticipated Appropriation
TOTAL				

* This is line of business for operating budgets, and program or project for capital improvements

Notes:

Expenditures (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2002 Expenditures	2003 Anticipated Expenditures
TOTAL				

* This is line of business for operating budgets, and program or project for capital improvements

Notes:



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Seward Park Art Studio Operation
Version #1.

Anticipated Revenue/Reimbursement (in \$1,000's): The estimated fee is based on a CPI adjustment included in the agreement and the Department's % of any increase in gross receipts earned by the Seward Park Art Studio over the term of the agreement.

Fund Name and Number	Department	Revenue Source	2002 Revenue	2003 Revenue
Park and Recreation Fund (10200)	Parks and Recreation	% of gross receipts	\$1,200 yr end projected	\$1,236 projected
TOTAL				

Notes: Beginning on the Commencement Date and throughout the term of the Agreement, Seward Park Art Studio shall pay to the City on a monthly basis a Use Fee of 1% (one per cent) of all Gross Receipts herein, from the previous month. The total amount of revenue to the Department increases as the gross income increases. Important services to the public will be provided under the Agreement, however, DPR does not expect to fully recover the cost of operating this facility from the Use Fee revenue as a condition of the contract. Performing and visual arts facilities are dependent on attracting discretionary revenue and building a fee based user groups. For 2002 to-date the department has actual O&M costs of \$985. As with other concession facilities, the department maintains its stewardship role in protecting public assets by being responsible for the integrity of the exterior of the building and the roof. Seward Park Art Studio is responsible for all interior maintenance and improvements over the life of the agreement.

The draft agreement states that "...DPR shall pay to Seward Park Art Studio the prorated share of any such utility bill that has been reviewed and approved by DPR and that is directly related to a DPR activity on the Premises, as calculated on the percentage of square footage for any month in which DPR occupies any portion of the Premises." As this contract language indicates, Seward Park Art Studio has budgeted expenses related to its uses and hours of operation as a revenue center. Uses outside of its primary focus pay a calculated percentage of utilities. The Department's use of the building would be for non-pottery/ceramic purposes and would most likely be limited since there are no conference rooms. The utility bills in the summer reflect the use of water by the department to water the exterior landscape. Since the metering is in Seward Park Art Studio's name, the Studio and DPR review the current bill against historical information and decide on the amount to be paid by Park . The overall cost to redesign the meters at this bathhouse is greater than the benefits.

Total Permanent Positions Created Or Abrogated Through Legislation, Including FTE Impact; Estimated FTE Impact for Temporary Positions: Not applicable.

Fund Name and Number	Department	Position Title*	2002 FTE	2003 FTE
TOTAL				

* List each position separately

Do positions sunset in the future? (If yes, identify sunset date):

Revised August 6, 2002



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Not applicable.

Background (Include brief description which states the purpose and context of legislation and include record of previous legislation and funding history, if applicable):

Seward Park Art Studio has been operating at the Seward Park Bathhouse facility under a City use permit since 1982. DPR established exclusive operating permits with various Performing and Visual Arts (PVA) organizations at the DPR's Madrona Dance Studio, Green Lake Bathhouse Theater, Seward Park Bathhouse Art Studio, and Pratt Fine Arts Center following a significant budget cut in 1981. Seward Park Art Studio (SPAS) has been the facility operator at the Seward Park Bathhouse facility for the past 19 years. Over that time period, SPAS has evolved from an advisory council established by DPR into a premier provider of fee-based ceramic and visual arts education and instruction to diverse segments of the public, including young people. The proposed agreement will permit these public programs to continue to be provided by SPAS at the Seward Park Bathhouse facility.

The financial cost of not implementing the legislation (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

Not applicable.

Possible alternatives to the legislation which could achieve the same or similar objectives (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):

Not applicable.

Is the legislation subject to public hearing requirements (If yes, what public hearings have been held to date):

No.

Other Issues (including long-term implications of the legislation):

SPAS will pay the City a Use Fee each month equal to 1% (one percent) of all Gross Receipts. With the start of each subsequent accounting year, the Use Fee will be adjusted for inflation using the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bremerton area, as published by the U.S. Department of Labor.

The Temporary Use, Occupancy, and Maintenance Agreement will continue ceramic and visual arts programming for the public at the Seward Park Bathhouse facility for at least the next eight years.

FOR CAPITAL PROJECTS ONLY

Background (Include brief description that states the purpose and context of legislation, the expected useful life, anticipated customers/users, assumed level of LEED or other sustainable

Revised August 6, 2002

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10/1/02
Seward Park Art Studio Operation
Version #1.

design elements. Also include record of previous legislation and funding history, if applicable):
Not applicable.

Project Name:	Project Location:	Start Date:	End Date:

Spending Plan and Future Appropriations for Capital Projects (Estimate cost of legislation over time; list timing of anticipated appropriation authority requests and expected spending plan. Please identify your cost estimate methodology including inflation assumptions and key assumptions related to the timing of appropriation requests and expected expenditures. In addition, include the projected costs of meeting the LEED Silver standard in all facilities and buildings with over 5,000 gross square feet of occupied space. Also, be sure to include percent for art and percent for design as appropriate):

Spending Plan and Budget	2002	2003	2004	2005	2006	2007	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Key Assumptions:

Funding source (Identify funding sources including revenue generated from the project and the expected level of funding from each source):

Funding Source	2002	2003	2004	2005	2006	2007	Total
TOTAL							

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Version #1.

Bond Financing Required (If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount):

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL					

Uses and Sources for Operation and Maintenance Costs for the Project (Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost):

O&M	2002	2003	2004	2005	2006	2007	Total
Uses							
Start Up							
On-going							
Sources (itemize)							

Key Assumptions:

Periodic Major Maintenance costs for the project (Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency):

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Funding sources for replacement of project (Identify possible and/or recommended method of financing the project replacement costs):

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

January 2, 2003

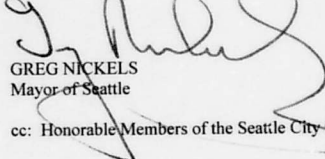
Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

The attached ordinance authorizes the Department of Parks and Recreation to execute a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. for the purpose of providing ceramic and other visual arts programs to the public. The Department has recently been updating its contractual arrangements with the Performing and Visual Arts (PVA) organizations that provide program and services to the public on Parks property. The Seward Park Art Studio has been the PVA responsible for the operation of a ceramic and visual arts studio at the Seward Park Bathhouse for the past nineteen years. Approval of this legislation will permit those important public services to continue to be provided.

Thank you for your consideration of this legislation. Should you have questions please contact Royal Alley-Barnes, Administrator, Contract and Business Resources at 206-684-8001.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@ci.seattle.wa.us

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10/31/2002

**TEMPORARY
USE, OCCUPANCY AND MAINTENANCE AGREEMENT
Between
THE CITY OF SEATTLE
Department of Parks and Recreation
And
SEWARD PARK ART STUDIO, INC.**

THIS AGREEMENT is made and entered into by and between THE CITY OF SEATTLE, a municipal corporation (hereinafter referred to as "City"), acting by and through its Department of Parks and Recreation (hereinafter referred to as "DPR"), and SEWARD PARK ART STUDIO, INC., a Washington non-profit corporation (hereinafter referred to as the "Seward Park Art Studio"), acting by and through its Executive Director.

Whereas, Seward Park Art Studio has exhibited substantial community responsibility for artistic programming and made commitments for community outreach to diverse populations; and

Whereas, Seward Park Art Studio has been responsible for the operation of a ceramic studio in the Greater Seattle Area for the past nineteen years; and

Whereas, Seward Park Art Studio is committed to maintaining open access to this public facility; and

Whereas, Seward Park Art Studio wishes to continue to help create a positive environment for community based partnerships within the visual arts; and

Whereas, DPR wishes to continue its relationship with the Seward Park Art Studio to help maintain the delivery of such ceramics and visual arts services to the general public and in particular its young people;

FOR AND IN CONSIDERATION of the continuing services to be provided to the City, for payment of Use Fees, maintenance of City facilities and other valuable consideration, and in further consideration of the mutual promises, terms, conditions and performances described herein, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Temporary Use, Occupancy and Maintenance Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.

1.2 "Bathhouse" means DPR's Seward Park Bathhouse facility located at Seward Park.

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1.3 "City" means The City of Seattle.

1.4 "City Monies" means any cash, checks and other negotiable instruments payable in any capacity to the City.

1.5 "Commencement Date" means the date on which Seward Park Art Studio is authorized use and occupancy of the Premises under the terms and conditions of this negotiated Agreement. The Commencement Date shall be _____.

1.6 "DPR" means the City's Department of Parks and Recreation.

1.7 "Executive Director" means that person assigned by the Seward Park Art Studio Board of Directors to coordinate arts programs and be in charge of the business, financial, marketing and administrative operations for Seward Park Art Studio at its Bathhouse studio.

1.8 "Gross Receipts" means all fees from other users of the Premises, including Seward Park Art Studio class fees, and all other earned income actually received by Seward Park Art Studio from programming at the Bathhouse allocable to activities taking place on the Premises during the applicable time period, less the following: (a) federal or other admission taxes and (b) customary commissions and fees paid to or retained by third parties or credit card companies. Gross Receipts does not include concessions, unearned income, such as grants, individual contributions or fundraising activities, or any income from performances or programs at venues other than the Bathhouse.

1.9 "Major Maintenance" means that maintenance that is solely the responsibility of DPR as defined in Section 9.3 herein.

1.10 "Premises" means that portion of the Bathhouse building currently used by Seward Park Art Studio and excluding those portions of the Bathhouse used for purposes unrelated to this Agreement by lifeguards, the general public and other entities.

1.11 "Program Delivery Credits" means those credits involving the presentation of visual arts programming for youth and families proposed by Seward Park Art Studio and accepted by DPR for use by Seward Park Art Studio to partially offset the actual payment of rent due to the City under this Agreement.

1.12 "RAKU Event" means the ceramic special event scheduled by the Seward Park Art Studio for the public and held on the area so designated in the agreement in Section _____ herein.

1.13 "Seward Park Art Studio" means Seward Park Art Studio, Inc., a Washington nonprofit corporation.

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1.14 "Superintendent" means the City's Superintendent of Parks and Recreation.

1.15 "Use Fee" means the fee paid by Seward Park Art Studio to DPR pursuant to Section 5.1 hereof.

ARTICLE 2. PREMISES

2.1 Premises Description. Seward Park Art Studio shall be authorized exclusive use and occupancy of the Premises and shared use of adjacent DPR property on the north side of the building for its annual "RAKU" Event, subject to all of the terms and conditions of this Agreement. Maps of the Premises in relation to the remaining portions of the Bathhouse (**Exhibit "A"**) and adjacent DPR property (**Exhibit "B"**) are attached hereto and incorporated herein.

2.2 Acceptance of Premises. Seward Park Art Studio has examined the Premises, has had a reasonable opportunity to obtain inspections and reports of professionals regarding the same, and has determined, after such examination, that the Premises are suitable for the use and occupancy desired by Seward Park Art Studio hereunder, except for the conditions noted in **Attachment 1** hereto. Subject only to those conditions noted in **Attachment 1**, Seward Park Art Studio **ACCEPTS THE PREMISES** in their condition as of the Use Commencement Date **AS IS, WITH ALL DEFECTS, AND ASSUMES ALL RISK** that one or more defects exist in the Premises. **THE CITY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND**, express or implied, with respect to the condition of the Premises or the use and occupancy authorized therein other than as specified in this Agreement, except with respect to the absence of environmental or health hazards, including but not limited to asbestos, mold, lead in drinking water, and lead-based paint. The City shall perform appropriate inspections to ensure that no earthquake, environmental or health hazards are present on the premises. The City represents that, to its knowledge, there are no environmental or health hazards, including but not limited to asbestos, mold, lead in drinking water, and lead-based paint, in the structure of the building or its heating, air conditioning or other operational systems, or its soil and groundwater, and that, if such hazards do exist, it shall take all necessary steps to remove or adequately contain the same. Seward Park Art Studio agrees that any express or implied representations, statements, or warranties made by or on behalf of the City prior to the Use Commencement Date, unless expressly set forth in this Agreement, have been effectively revoked and withdrawn and have no force or effect whatsoever.

ARTICLE 3. PREMISES TO BE USED AND OCCUPIED ONLY FOR LIMITED PURPOSES; SECURITY SERVICES AUTHORIZED

3.1 Mission of Seward Park Art Studio and Authorized Uses. The mission of Seward Park Art Studio is to provide artistic and cultural opportunities to the surrounding community through ceramics and visual arts programming open to the public. Seward Park Art Studio offers classes in hand building, wheel throwing, ceramic sculpture, tile

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making and surface decoration. Each year, Seward Park Art Studio schedules master classes featuring regionally and nationally recognized ceramic artists. Workshops and training classes for organizations such as the Seattle Public Schools, 4H, Big Brother and Big Sisters of Seattle the Seattle Art Museum, and other organizations are also provided. In addition, Seward Park Art Studio provides studio space to an average of 21 artist members each year. Ceramic arts in the community is enhanced through juried, guest artist, faculty and student shows sponsored by Seward Park Art Studio in its gallery. In recognition of the foregoing, the Premises shall be used by Seward Park Art Studio as a ceramics and visual arts venue for public purposes and, to the extent it does not conflict with the aforementioned uses, as a recreational and community arts program facility open to and available for public use under the conditions described herein. Seward Park Art Studio is further authorized to use the Premises to (a) carry out of its artistic purposes; (b) conduct Seward Park Art Studio, community group and studio member meetings of all lawful kinds; and (c) engage in fundraising activities supporting the overall mission of the Seward Park Art Studio arts venue. The City shall not charge Seward Park Art Studio any fees in connection with the uses described in the preceding sentence. All other uses shall pay fees and charges in accordance with such fees and charges as are established from time to time for such uses by Seward Park Art Studio; provided, however, that the fees and charges associated with any community meeting on the Premises shall be determined in accordance with the then current DPR schedule of fees and charges applicable to such public meetings.

The Seward Park Art Studio shall not use the Premises for any other purpose or make any other use of the Premises inconsistent with the foregoing described purposes without the prior written consent of DPR.

3.2 Use Grant Restricted. The authorized uses grant made in Section 3.1 above is subject to the City's reserved and retained right of review and approval of any changes by Seward Park Art Studio in programs or artistic focus on the Premises, as well as any and all modifications and improvements of whatever nature that may occur thereto.

3.3 Consideration. The rights and privileges for the term specified above are given to Seward Park Art Studio in consideration of Seward Park Art Studio's providing ceramics and visual arts programming to the general public, managing and administering the Premises, and providing access to user groups and individuals in accordance with Seward Park Art Studio's policies related to fee scheduling, key control, security, maintenance and operation of the Premises.

3.4 Scheduled Hours of Use and Closures. Seward Park Art Studio shall keep the Premises open to the public during all scheduled programming hours of operation, which hours shall be reviewed and agreed to from time to time by Seward Park Art Studio and DPR. Seward Park Art Studio shall post its hours of operation and schedules for classes and other events in a place and manner on the Premises that is readily visible to the public. Subject to the prior written approval of the Superintendent, Seward Park Art Studio may for good cause close the Premises or a portion thereof for a reasonable

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period during its regularly scheduled hours of use. It is understood that the Premises are required to be open to the public only when classes or events are scheduled, and that no posting of special notice is required for ordinary closure between classes or events.

The City reserves and retains the right to close the Premises at its convenience for reasons of public safety or other good cause upon a written notice given to Seward Park Art Studio not less than seven (7) days prior to such closure or, in case of emergency, without notice of any kind.

Seward Park Art Studio shall submit a summary of its outreach programs and uses no more than sixty (60) days after end of its fiscal year to DPR for its records. Such summary shall consist of classes/programs, dates, and identification of the user/groups and purposes for uses.

When there is a scheduling conflict between scheduled activities, Seward Park Art Studio shall be responsible for resolving the conflict.

3.5 Operation and Services.

3.5.1 Except for community meetings as set forth above, all remuneration to Seward Park Art Studio from third parties shall be based on fees and charges established from time to time by Seward Park Art Studio that are standard in the visual/ceramic arts industry. A list of those users not providing payment shall be provided to the Department on an annual basis with a description of the category of waiver or in-kind value received in lieu of payment.

3.5.2 Seward Park Art Studio shall maintain keys to the Premises and may distribute keys to users as appropriate. Seward Park Art Studio shall account for and collect keys in accordance with DPR Administrative Policy 2.71 (**Exhibit "C"**), attached hereto and incorporated herein.

3.5.3 (1) Seward Park Art Studio shall provide ceramic and visual arts programming open to the public, which shall include some combination of the following:

- a. Children's clay classes;
- b. Adult ceramic classes;
- c. Summer visual arts programs for children;
- d. Master class/workshops & artist lectures
- e. Studio space for ceramic artists;
- f. Scholarships for children and adults participating in visual arts programs;



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- g. Visual arts training for Seattle Public Schools students;
- h. Visual arts training for Seattle Art Museum;
- i. After-school special visual arts programming for DPR programs at community and recreation centers;
- j. Visual arts training for public school arts teachers;
- k. Exhibitions of visual art work; and
- l. Jobs for artists.

(2) Seward Park Art Studio will maximize the public use of the Premises by scheduling visual arts classes, programs and events and by making the space available to other visual arts and community groups during its non-use-periods, if feasible.

3.5.3 Seward Park Art Studio shall ensure that the supplies and materials of individual users are appropriately stored and secured in such a way as to not unreasonably inconvenience or conflict with other uses and users of the Premises, as well as for safety and equal access purposes.

3.5.4 Seward Park Art Studio shall not permit intoxicating beverages of any kind to be used, sold, consumed or dispensed upon the Premises unless previously approved in writing by the Superintendent for such use, sale, consumption or dispensation in accordance with all applicable laws, ordinances, rules and regulations.

3.6 Staff. Seward Park Art Studio shall employ personnel or assign volunteers in numbers sufficient to meet the artistic and other program staffing needs of the facility. All staff are subject to a satisfactory check of his/her background before being employed by Seward Park Art Studio. Seward Park Art Studio will provide a written listing of its Board of Directors and staff at the beginning of each fiscal year, and notify DPR of changes throughout year.

ARTICLE 4. TERM; AUTHORIZED PERIOD OF PREMISES USE

4.1 Term of Agreement. The term of this Agreement shall be for eight (8) years beginning on the Commencement Date unless terminated earlier pursuant to the provisions hereof. Provided written notice is given to DPR at least eighteen (18) months prior to the expiration of the term of this Agreement, Seward Park Art Studio may request an extension of such term for an additional period of four (4) years. Any such extension will be subject to the approval of DPR.

ARTICLE 5. USE FEES; REDUCTIONS AND OFFSETS THERETO; TAXES

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5.1 Use Fee. Beginning on the Commencement Date and throughout the term of this Agreement, Seward Park Art Studio shall pay to the City on a monthly basis a Use Fee of 1% (one percent) of all Gross Receipts herein, from the previous month. (The first month may be pro-rated as may be appropriate.)

a. Upon the commencement of each subsequent Seward Park Art Studio accounting year, with each such year beginning on _____ and ending on _____, Seward Park Art Studio shall implement an adjustment to the initial Use Fee of 1% per month by the same percentage that the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), for the Seattle-Tacoma-Bremerton area, as published by the U. S. Department of Labor, has increased over the preceding 12-month period from May to the previous May.

b. With the approval of DPR, Seward Park Art Studio may offset its Use Fee payment to DPR by the agreed-upon value of any DPR programming implemented by Seward Park Art Studio. Such offsets will be called "Program Delivery Credits" and shall be approved in writing by DPR prior to such use by Seward Park Art Studio.

5.2 Fair Market Rent. A State-certified real estate appraisal firm determined in [what year was this done?] that the fair market rent for the use and occupancy of the Premises should initially be \$1,300 per month. A copy of the report has been made available to Seward Park Art Studio. DPR and Seward Park Art Studio believe that the Use Fee set forth in Section 5.1 above (together with its annual CPI adjustments) fairly reflects fair market rent for the Premises, taking into account, among other factors, estimated Gross Receipts hereunder and the substantial public benefits associated with Seward Park Art Studio's commitment to make a significant level of ceramics and visual arts programming available to the public throughout the term of the Agreement. Additionally, the parties acknowledge that Seward Parks Art Studio and those who will use the Premises under this Agreement will not benefit from or depend on the site's waterfront park location. The parties further acknowledge that the availability of parking at the site is limited during the summer months, and that its adjacency to a residential neighborhood often results in difficult access during certain times of the day. The parties believe these factors also support their determination of fair market rental hereunder.

5.3 Taxes. In addition to the Use Fee provided under Section 5.1, Seward Park Art Studio shall pay to DPR on or before the tenth calendar day of each month whatever leasehold excise tax is assessed pursuant to RCW Ch. 82.29A as a consequence of the use and occupancy of the Premises by Seward Park Art Studio under this Agreement. In addition, Seward Park Art Studio shall pay before their delinquency all other taxes that may be due and payable related to its use of the Premises under this Agreement.

5.4 Use Fee Reduction and Offset Inapplicable to Taxes. The parties agree that their determination of fair market rental hereunder shall not be determinative as to the amount of any leasehold excise tax due and payable to the City or any other tax obligation of Seward Park Art Studio. Unless Seward Park Art Studio is exempt from the

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payment of leasehold excise taxes, all such taxes shall be payable in cash or other negotiable instrument.

5.5 Late and Refused Payments. Seward Park Art Studio acknowledges that late payment to the City of the Use Fee or any other sum due to the City hereunder will cause DPR to incur costs not contemplated by this Agreement, including but not limited to processing and accounting charges and the cost of legal enforcement of this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event Seward Park Art Studio fails to pay any sum after such amount is due to the City, Seward Park Art Studio shall also pay to the City a rate of interest to be charged on delinquent accounts as established by Ordinance 117969, (Exhibit "D"), attached hereto and incorporated herein by reference. A Twenty Dollar (\$20.00) charge shall be paid by Seward Park Art Studio to the City for each check refused payment for insufficient funds or any other reason.

ARTICLE 6. FINANCES AND PAYMENT PROCESSES

6.1 Deposit of Receipts and Payments. All City Monies of any nature whatsoever collected by Seward Park Art Studio for the City shall be deposited to a bank or other financial institution approved by the City within forty eight (48) hours of receipt by Seward Park Art Studio to the credit of the City.

6.2 Payment Processes. All monthly payments due to the City hereunder, including Use Fee and leasehold excise tax payments, shall be paid no later than the tenth calendar day of each month to the Department of Parks and Recreation, Attention: Contract and Business Resources, 800 Maynard Avenue S., Room 210, Seattle, WA 98134, on forms approved by the Department.

ARTICLE 7. FUTURE ANALYSIS OF MARKET RENTAL VALUE OF PREMISES

DPR reserves the right to revalue or update through reappraisal the fair market rental value of the Premises, and to accordingly recalculate the Use Fee to be charged pursuant to Section 5.1 hereof, every six (6) years after the Commencement Date. Upon such revaluing and recalculation, DPR shall provide a written explanation to Seward Park Art Studio of the amount by which the Use Fee has changed.

ARTICLE 8. UTILITIES AND OTHER CHARGES

8.1 Transfer of Utility Accounts. Seward Park Art Studio shall be responsible for ensuring that all utility accounts associated with the Premises, under any and all use permits, are transferred to Seward Park Art Studio and that such transfers are effective on and through the Commencement Date. Seward Park Art Studio shall pay, before delinquency, all charges incurred for or in connection with the provision of telephone, electricity, gas, oil, water, sewer, recycling, garbage collection, cable, computer and any and all other utility services to or for the Premises. Seward Park Art Studio shall pay for all related utility activation charges.



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8.2 Potential Cost-Sharing with DPR. DPR shall pay to Seward Park Art Studio the prorated share of any such utility bill that has been reviewed and approved by DPR and that is directly related to a DPR activity on the Premises, as calculated on the percentage of square footage for any month in which DPR occupies any portion of the Premises. DPR shall remit payment to Seward Park Art Studio at its current mailing address within 45 days of receipt of a properly documented bill from Seward Park Art Studio with which DPR concurs.

8.3 Contracts and Meters to be in Seward Park Art Studio's Name. All utility service contracts and utility main meters at the Premises shall be in the name of Seward Park Art Studio. Seward Park Art Studio shall pay all governmental charges levied on its operations on the Premises. Any required deposits for the provision of utility service of any kind to the Premises shall be paid in full by Seward Park Art Studio.

8.4 DPR Not Liable for Utility Service Failures. DPR shall not be liable, and Seward Park Art Studio hereby waives any claim against DPR, for the interruption for any reason whatsoever of any utility services to the Premises.

ARTICLE 9. CARE OF PREMISES

9.1 Seward Park Art Studio's Routine Maintenance And Repair Obligation. During the term of this Agreement and any extension thereof, Seward Park Art Studio, at no cost to the City, shall (except as otherwise provided for in Section 9.3 below) make all routine maintenance and repairs to the Premises, including but not limited to the heating, ventilating, and electrical systems, glass, boiler and plumbing, lighting, furniture, fixtures, and equipment, in accordance with all applicable statutes, City ordinances, and directions or regulations of the proper public authorities. Seward Park Art Studio shall make sure that all production decisions regarding gas and electrical services meet applicable health, safety and fire code regulations. Seward Park Art Studio's routine maintenance and repair obligations are identified in **Exhibit "E2,"** attached hereto and incorporated by reference herein.

9.2 Seward Park Art Studio's General Cleaning and Janitorial Services Obligation. Seward Park Art Studio shall keep the Premises in a neat, clean and sanitary condition, and shall provide all general cleaning and janitorial services, at no cost to the City, as may be required in and for the Premises. Seward Park Art Studio shall be responsible for frequent trash removal and litter pickup within the Premises and on the exterior of the facility in any and all areas authorized for its exterior use under this Agreement. Seward Park Art Studio's general cleaning and janitorial service obligations are also identified in **Exhibit "E2."**

9.3 DPR's Major Maintenance Obligation. DPR shall provide and be responsible for all major maintenance of the Premises, including but not limited to electrical, mechanical systems and utilities to the Bathhouse building, at no cost to Seward Park Art Studio. DPR shall be required to make all necessary maintenance and

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repairs to the roof, exterior shell and exterior doors of the facility and any such repairs that may become necessary as a result of failure of the roof, exterior shell and exterior doors of the Premises. Such major maintenance obligations and associated schedules are identified in **Exhibit "E1,"** attached hereto and incorporated by reference herein.

9.4 Intrusion Alarm Installation Obligation. Seward Park Art Studio shall, at its option, provide and install on the Premises, at no cost to the City, an intrusion alarm system.

9.5 Fire Suppression Systems Installation Obligation. When applicable, Seward Park Art Studio shall provide all cooking surfaces with hood, vent, and fire suppression systems that have been approved by the Washington Survey and Rating Bureau to issue maximum fire insurance rate credit. In the event, the premium for fire insurance on the Premises is increased, as a result of Seward Park Art Studio's failure to install such an approved system; Seward Park Art Studio shall be liable for the increase.

9.6 Joint Annual Inspection of Premises; Remedial Action Obligation. Seward Park Art Studio shall participate in an annual inspection of the Premises with the Facility Maintenance Services Division of DPR, and be responsible for taking any and all actions (other than major maintenance pursuant to Section 9.3 above) that may be required to maintain and operate the Premises in accordance with DPR standards and Seward Park Art Studio's obligations under this Agreement. DPR shall notify Seward Park Art Studio ninety (90) days in advance of any proposed DPR standard changes that may impact Seward Park Art Studio's obligations under this Agreement. See **Exhibit F,** Parks Standards, attached and incorporated by reference herein.

9.7 City Remedy Upon Seward Park Art Studio's Failure to Maintain Premises. In the event, Seward Park Art Studio fails to maintain the Premises in good order condition and repair; DPR shall give Seward Park Art Studio notice to undertake such work as is reasonably required to so maintain the Premises. In the event Seward Park Art Studio fails to either take steps or solicit bids to commence such work within ten (10) calendar days after Seward Park Art Studio's receipt of such notice, or if Seward Park Art Studio fails thereafter to diligently prosecute such work to completion, then the DPR shall have the right, at its option and in addition to all other remedies, to undertake such work and to invoice Seward Park Art Studio for the costs incurred by the City in connection therewith. D. R shall have no liability to Seward Park Art Studio for any damage, inconvenience, or interference with the use of the Premises by Seward Park Art Studio as a result of the City's performing any such work.

ARTICLE 10. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

10.1 Indemnification and Hold Harmless. Seward Park Art Studio, its officers, agents, employees, volunteers and contractors, shall indemnify and hold harmless the City, its officers, agents, employees, volunteers and contractors, from and against any liability, claim, suit, action, damage, cost or expense (including reasonable attorney's fees) for bodily injury or damage to property arising from or relating to the use and

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occupancy of the Premises by Seward Park Art Studio, including but not limited to any act or omission related to such use and occupancy by the Seward Park Art Studio, or its officers, agents, employees, volunteers or contractors. In the event any such claim, suit or action is brought against the City, its officers, agents, employees, volunteers and contractors, Seward Park Art Studio, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and shall promptly satisfy any final judgment adverse to the City or to the City and Seward Park Art Studio jointly. The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, agents, volunteers and contractors; provided, however, that nothing contained in this section shall be construed as requiring Seward Park Art Studio to indemnify the City against liability for damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, agents, volunteers and contractors.

10.2 Survival of Indemnification Obligation. The indemnification and hold harmless obligations of Seward Park Art Studio hereunder shall survive the expiration or earlier termination of this Agreement.

10.3 Insurance to be Secured by Seward Park Art Studio. Prior to the commencement of any activity on the Premises under this Agreement, Seward Park Art Studio shall secure and maintain, at no expense to City, a policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the address set forth below. Said policy(ies) shall include:

1) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverage's known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap/Employers Contingent Liability
- Liquor Liability/Host Liquor Liability (as applicable)
- Fire Damage Legal Liability
- Elevator & Hoist Liability

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage -

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury

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\$ 1,000,000 Each Occurrence
\$ 200,000 Fire Damage

Stop Gap Employers Liability

\$ 1,000,000 Each Accident
\$ 1,000,000 Disease - Policy Limit
\$ 1,000,000 Disease - Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Seward Park Art Studio.

- 2) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -
\$ 300,000 per accident

A policy of **Excess Insurance** above the primary general liability and auto liability policies that will provide a total limit of insurance of \$1,000,000. The excess policy must be at a minimum as broad as the primary policies.

A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Seward Park Art Studio shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Seward Park Art Studio is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Seward Park Art Studio shall so certify by providing a copy of the state Certificate of Self-Insurance, and setting forth the limits of any policy of excess insurance covering its employees.

Seward Park Art Studio hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Premises from any cause, and hereby waives all claims against the City. The Tenant further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance. Such waiver has been mutually negotiated by the parties hereto.

A policy of **Property Insurance** covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Premises in an amount equal to replacement cost thereof, against (a) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (CP 10 30), (b) Loss or

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damage from water damage, or sprinkler systems now or hereafter installed in on the premises; (c) Business Interruption or Extra Expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Seward Park Art Studio's business because of fire or other cause.

Additional Insured and Changes of Coverage and Limits: Additional Insured - Such insurance, as provided under items (1) and (2) above, shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Seward Park Art Studio's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with Seward Park Art Studio's insurance.

Coverage &/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice.

Evidence of Insurance: The following documents must be provided as evidence of insurance coverage prior to the execution of this Agreement:

- 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.
- A copy of the endorsement naming the City as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
- A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- A copy of an endorsement stating that the coverage's provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City.
- A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).



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All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

If Seward Park Art Studio fails to maintain such insurance, City may do so, and Seward Park Art Studio shall reimburse City for the full expense thereof upon demand. Seward Park Art Studio shall not keep or use in or about the Premises any article, which is prohibited by City's insurance policy. Seward Park Art Studio shall pay immediately any increase in City's premiums for insurance during the term of this Agreement that results from Seward Park Art Studio's use of the Premises.

Waiver of Subrogation. Neither City nor Seward Park Art Studio shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Bathhouse building, even though such loss or damage might have been occasioned by the negligence of such party, its' agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required under the terms of this Agreement to be covered by insurance procured by the party suffering the loss.

Self-Insurance: Should Seward Park Art Studio be self-insured, under items (1) or (2) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Seward Park Art Studio would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.

10.4 The evidence specified in Section 10.3 hereof shall be delivered as follows:

Contracts and Business
Resources Administrator:
Department of Parks
and Recreation
The City of Seattle
800 Maynard Avenue S.
Seattle, WA 98134

Risk Manager:

Finance Department
The City of Seattle
600 Fourth Avenue
Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify, at the following times:



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(1) Not less than ten (10) days prior to the Seward Park Art Studio's first use of any portion of the Premises pursuant to this Agreement; and

(2) Within five (5) City business days prior to the expiration or renewal date of each such policy; and

(3) Within five (5) City business days after the Seward Park Art Studio's receipt of a written request therefor.

10.5 Reconstruction Following Loss.

10.5.1 Insurance Proceeds. In the event of any loss, damage or casualty that is covered by the insurance described in Section 10.3 hereof, the parties to this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds shall be held in trust by City (including interest earned by City on such proceeds) for use in accordance with the terms of this Agreement to the amount that represents the joint interest of both parties or the sole interest of the City. The parties recognize that such insurance proceeds shall be used for the purpose of restoring the Premises and improvements made thereto that have been damaged by the casualty to their former condition and usability or replacement of the same with equivalent or more suitable improvements.

10.5.2 Reconstruction. Using insurance proceeds as described in Section 10.3 hereof, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Premises and/or improvements made thereto that have been damaged by an insured casualty to their former condition, or (b) to replace the Premises and/or improvements with a facility and/or improvements thereto of a quality and usefulness for the program described in this Agreement that are at least equivalent to, or more suitable than, the Premises and/or improvements that were damaged.

10.6 Mutual Defense Obligations. With respect to any third-party claim against or potentially against both Seward Park Art Studio and the City that results from or arises out of any of any Premises use or Seward Park Art Studio operations thereon, Seward Park Art Studio and the City agree to coordinate their defense of such claims pursuant to this provision. The parties agree to work together in good faith, and cause their respective counsel to work together in good faith, to coordinate and implement a strategy with respect to the legal defense of any such action, including, without limitation, answers, counterclaims, motions, discovery, settlement, preparation for trial, dispute resolution and any other hearings, and appeal. Notwithstanding the foregoing, the obligations hereunder shall not in anyway impair or restrict either party's rights with respect to the defense of such an action nor shall such obligations prohibit the taking of any action that is in a party's best interest, including, without limitation, seeking the dismissal or summary judgment of claims, negotiating or entering into a settlement or pursuing any form of alternative dispute resolution. Each party in all cases shall bear its



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own costs and related expenses with respect to any third-party claim hereunder, including, without limitation, attorneys' fees, costs, settlements and judgments.

10.7 Assumption of Risk. The City is not responsible for risk of loss to personal property stored by Seward Park Art Studio or others on the Premises.

10.8 City May Secure Insurance at Seward Park Art Studio's Cost
Notwithstanding any other provision hereof, in the event the Superintendent determines, after consultation with Seward Park Art Studio, that the City can secure and maintain commercial general liability and fire, extended, and special extended insurance coverage at a lower cost than Seward Park Art Studio can secure and maintain the same, and the Superintendent further determines to secure and maintain such insurance coverage for the benefit of Seward Park Art Studio and the City, then upon at least thirty (30) days' prior notice to Seward Park Art Studio, and from and after the commencement date of the insurance coverage secured by the City, Seward Park Art Studio shall not be obligated to secure and maintain the insurance coverage required by, or to otherwise comply with the provisions of, Section 10.3 hereof, but shall be obligated to pay to the City, as an additional use fee, Seward Park Art Studio's prorated share of the insurance premiums for such insurance coverage, in the amount determined by the Superintendent in the exercise of such official's reasonable discretion.

ARTICLE 11. CITY'S CONTROL OF PREMISES AND VICINITY

All common and other facilities provided by the City in or about the Premises, including remaining portions of the Bathhouse facility and Bathhouse parking areas, are subject to the exclusive control and management by the City. Accordingly, the City may do any and all of the following (among other activities in support of DPR or other municipal objectives) without incurring any liability whatsoever to Seward Park Art Studio:

11.1 Changes to Bathhouse facility and property. Increase, reduce, or change in any manner whatsoever the number, dimensions and locations of the walks, buildings, and parking areas in the vicinity of the Premises;

11.2 Traffic Regulation. Regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of the Seward Park Art Studio and its invitees, employees, and patrons, except that DPR shall (a) reserve parking on the east side of the building at least _____ feet in length for Seward Park Art Studio staff parking in the parking area adjacent to the Premises and (b) permit Seward Park Art Studio access to the loading zone in the rear of the building, as shown on EXHIBIT "____", attached and incorporated herein.

11.3 Display of Promotional Materials. Erect, display and remove promotional exhibits and materials and permit special events on property adjacent to the Premises;



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11.4 Promulgation of Rules. Promulgate reasonable rules and regulations from time to time regarding the use and occupancy of any DPR property, including but not limited to the Premises; and

11.5 Change of Businesses. Change the size, number, and type and identity of concessions, stores, businesses, programs and operations being conducted or undertaken in the vicinity of the Premises.

11.6 DPR Use. DPR shall have access to the Premises at no charge for small community hearings and other DPR staff meetings on an as-available basis by contacting Seward Park Art Studio at least two (2) weeks in advance of the proposed use date. DPR shall provide qualified staffing or pay for opening and closing charges if the use of the facility is on a day or during a time that Seward Park Art Studio does not open the facility and DPR staff are not available to do so. Such use shall not entitle DPR to use any Seward Park Art Studio interior studio equipment during its use without the prior approval and supervision of Seward Park Art Studio staff.

ARTICLE 12. ALTERATIONS OR IMPROVEMENTS

Seward Park Art Studio shall not make any alteration, addition, renovation, or improvement in or to the Premises without first obtaining the written consent of DPR. All alterations, additions, renovations, or improvements that are made shall be at the sole cost and expense of Seward Park Art Studio and shall (a) remain in and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement or (b) be removed from the Premises by Seward Park Art Studio, at the sole discretion of DPR. DPR reserves the right to review and approve Seward Park Art Studio's plans, specifications, and proposed contractors for any and all such alterations, additions, renovations and improvements. DPR reserves the right to impose restrictions or conditions upon its consent to any aspect of the above work, including the requirement that Seward Park Art Studio appropriately bond such work and enter into written contracts for such work in a form approved by DPR.

ARTICLE 13. DAMAGE OR DESTRUCTION

In the event the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the City at its option may either repair or rebuild the same, and in the meantime the Use Fees payable by Seward Park Art Studio hereunder shall be abated in the same proportion as the unusable portion of the Premises bears to the whole Premises. Unless DPR, within sixty (60) calendar days after the happening of any such damage or casualty, gives notice to Seward Park Art Studio of the City's election to restore the Premises, this Agreement shall automatically terminate. Notwithstanding the foregoing, if a loss to any portion of the Premises effectively renders the entire Premises unusable, then the Use Fees payable by Seward Park Art Studio hereunder shall be abated in full and Seward Park Art Studio may elect to terminate this Agreement. In no event shall the City be required to repair or replace any equipment, inventory, fixture, or other

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personal property located on the Premises and owned or maintained by Seward Park Art Studio or other users of the Premises.

ARTICLE 14. CONDEMNATION

If any part of the Premises shall be taken or condemned, and a part thereof remains that is susceptible of occupation hereunder, this Agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the Use Fee payable hereunder shall be adjusted so that Seward Park Art Studio shall be required to pay for the remainder of the term of this Agreement only such portion of the Use Fee as the number of square feet in the part remaining after the condemnation bears to the number of square feet of the entire Premises immediately prior to the condemnation; but in such event DPR shall have the option to terminate this Agreement by notice to Seward Park Art Studio within thirty (30) days of the date when title to the part so condemned vests in the condemnor. If part or all of the Premises is taken or condemned, all compensation awarded upon such condemnation or taking shall go to the City, and Seward Park Art Studio shall have no claim to any of the same, and Seward Park Art Studio hereby irrevocably assigns and transfers to the City any right to compensation or damages payable by reason of the condemnation of all or a part of the Premises.

ARTICLE 15. COMPLIANCE WITH LAW

15.1 General Requirements. Seward Park Art Studio, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and the rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. Whenever Seward Park Art Studio is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, volunteers, contractors, subcontractors, agents or invitees, Seward Park Art Studio shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. Seward Park Art Studio, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to DPR evidence of Seward Park Art Studio's satisfaction of all such requirements prior to the commencement of any modification of the Premises. Seward Park Art Studio shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals and for obtaining a certificate of occupancy prior to the use or occupancy of any modified portion of the Premises.

15.3 Equality of Treatment. Seward Park Art Studio shall conduct its business in a manner that assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, sexual orientation

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or disability. Any failure to comply with this provision shall be a material breach of this Agreement.

15.4 Nondiscrimination and Affirmative Action. Seward Park Art Studio shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap. Consistent with that obligation, if Seward Park Art Studio has three (3) or more employees during the term of this Agreement, the following provisions of SMC 20.44.040 shall be deemed to be incorporated herein:

"During the performance of this Agreement, Seward Park Art Studio agrees as follows:

Seward Park Art Studio will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Seward Park Art Studio will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seward Park Art Studio agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. Seward Park Art Studio will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; provided, that nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

Seward Park Art Studio will, upon the request of DPR or the Director of the City's Finance Department or such officials' designee (hereinafter the "Finance Director"), furnish to the Finance Director on such form as may be provided therefor, a report of the affirmative action taken by Seward Park Art Studio in implementing the terms of this provision, and will permit access to Seward Park Art Studio's records of employment, employment advertisements, application forms, other pertinent data and records requested for the purpose of investigation to determine compliance with these provisions.

If, upon investigation, the Finance Director determines that there is probable cause to believe that Seward Park Art Studio has failed to comply with any of the terms of these provisions, Seward Park Art Studio shall be so notified in writing. The Superintendent shall give Seward Park Art Studio an opportunity to be heard,



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after ten (10) days' written notice. If the Superintendent concurs in the findings of the Finance Director, the Superintendent may direct DPR to suspend or terminate this Agreement and evict Seward Park Art Studio in accordance with law.

The foregoing provision shall be inserted in all sub-agreements entered into under this Agreement."

15.5 Women's and Minority Business Enterprise. Notwithstanding any other provision in reference to this Agreement, City women- and minority-owned business (WMBE) utilization requirements shall not apply to this Agreement. No minimum level of WMBE participation shall be required as a condition of receiving award of the Agreement; provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Agreement will continue to apply.

15.5.1 Non-Discrimination. Seward Part Art Studio shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, Seward Park Art Studio shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

15.5.2 Affirmative Efforts To Utilize WMBEs. The City encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs") (collectively, "WMBEs"), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

1. Attending a pre-solicitation conference, if scheduled by the City, to provide project information and to inform WMBEs of consultant contracting and subconsultant contracting opportunities.
2. Placing all qualified WMBEs attempting to do business in the City of Seattle on solicitation lists, and providing written notice of subconsultant contracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City of Seattle, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by WMBEs.



5. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Agreement.
6. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

15.5.3 Sanctions for Violation. Any violation of the mandatory requirements of the provisions of this Section 15.5 shall be a material breach of contract for which the Seward Park Art Studio may be subject to damages and sanctions provided for by the Agreement and by applicable law.

15.6 Americans With Disabilities Act Compliance. The Seward Park Art Studio, at no cost to the City, shall comply with all requirements of the Americans with Disabilities Act ("ADA"), as now or hereafter amended, and all rules and regulations implementing the same in connection with all aspects of its use and operation of the Premises hereunder; provided, however, that the City shall be responsible for ADA compliance with respect to any alterations or improvements it makes to the Premises.

15.8 Prevailing Wages.

15.8.1 General.

(1) The undertaking of any construction, alteration, improvement, enlargement, repair, demolition, maintenance (i.e., keeping the Premises in good, usable, operating condition other than through the performance of ordinary maintenance work), and the performance of janitorial service activity by janitors, rug shampooers, floor waxers, and window cleaners (hereinafter collectively referred to as "modification, maintenance or janitorial work") are subject to the wage requirements of RCW Ch. 39.12 (Prevailing Wages on Public Works), RCW Ch. 49.28 (Hours of Labor), and to RCW Ch. 49.46 (Minimum Wage Act), all as amended or supplemented. When any such activity is Federally funded, in whole or in part, Federal prevailing wage legislation and regulations shall apply, and such activity shall be subject to both State and Federal prevailing wage requirements. Seward Park Art Studio and its contractors and their subcontractors shall comply with whichever standard is the higher.

(2) Seward Park Art Studio shall prohibit its contractors and every subcontractor or other person doing any portion of any modification, maintenance or janitorial work from paying any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. Higher wages and benefits may

be paid at the payer's option. Seward Park Art Studio may require its contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any portion of such modification, maintenance or janitorial work pursuant to this Agreement, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. Seward Park Art Studio shall also require its contractor to ascertain the applicable prevailing rate of wage for each such classification. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States.

15.9 Environmental Standards.

15.9.1 Definitions.

(1) "Laws or Regulation" as used herein shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the Seward Park Art Studio has knowledge), now or hereafter in effect.

(2) "Hazardous Substances" as used herein shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

15.9.2 Seward Park Art Studio's General Obligations. Seward Park Art Studio shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. If applicable, and upon request by the City, Seward Park Art Studio shall provide the City with the Seward Park Art Studio's USEPA Waste Generator Number, and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Seward Park Art Studio receives from, or provides to, any governmental unit or agency in connection with Seward Park Art Studio's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises.

15.9.3 Environmental Testing. The City shall have access to the Premises to conduct an annual environmental inspection. In addition, Seward Park Art Studio shall permit the City access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at the City's expense. Either party shall promptly inform the other of the existence of any environmental study, evaluation, investigation or results of any environmental

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testing conducted on the Premises whenever the same becomes known to either party, and that party shall provide a copy of each of the same to the other immediately following receipt of the same.

15.9.4 Seward Park Art Studio's Obligation to Remove Hazardous Substances. Prior to Seward Park Art Studio's vacation of the Premises, Seward Park Art Studio shall remove any Hazardous Substances placed on the Premises during the term of this Agreement or Seward Park Art Studio's use or occupancy of the Premises, and shall demonstrate such removal to DPR's satisfaction.

15.9.5 Seward Park Art Studio's Obligations Upon Violation of Environmental Standards; City's Remedial Rights. If Seward Park Art Studio violates any of the terms of this Section 15.9 concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Seward Park Art Studio shall promptly take such action as is necessary to mitigate and correct the violation. If Seward Park Art Studio does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to come onto the Premises, to act in place of Seward Park Art Studio (and Seward Park Art Studio hereby appoints the City as its agent for such purposes) and to take such action as the City deems necessary to ensure compliance or to mitigate the violation. If the City has a reasonable belief that Seward Park Art Studio is in violation of any law or regulation, or that Seward Park Art Studio's actions or inaction's present a threat of violation or a threat of damage to the Premises, the City reserves the right to enter onto the Premises and take such corrective or mitigating action as the City deems necessary. All costs and expenses incurred by the City in connection with any such actions shall become immediately due and payable by Seward Park Art Studio upon presentation of an invoice therefor.

15.9.6 Additional City Remedies for Seward Park Art Studio's Violation of Environmental Standards. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the City shall be entitled to full reimbursement from Seward Park Art Studio whenever the City incurs any costs resulting from Seward Park Art Studio's violation of the terms of this section, including, but not limited to, costs of clean-up or other remedial activities, fines, penalties assessed directly against the City, injuries to third persons or other properties, and loss of revenues resulting from an inability to allow other persons or entities to use or occupy the Premises due to its environmental condition as the result of Seward Park Art Studio's violation of the terms of this Agreement (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

15.9.7 Seward Park Art Studio's Additional Indemnification Obligation. In addition to all other indemnities provided in this Agreement, Seward Park Art Studio agrees to defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs

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(and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises resulting from a violation of the terms of this Section, or the migration of any Hazardous Substance from the Premises to other properties or into the surrounding environment which is the result of a violation of the terms of this Section, whether (i) made, commenced or incurred during the term of this Agreement, or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term of this Agreement. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE 16. LIENS AND ENCUMBRANCES AND CLAIMS

Seward Park Art Studio shall keep the Premises free and clear of any liens and encumbrances and claims arising or growing out of its use and occupancy of the Premises. At the City's request, Seward Park Art Studio shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

ARTICLE 17 VISUAL ARTIST RIGHTS ACT

17.1. Installation or Integration of Any Work of Visual Art On Premises

a. Reservation of Rights by City; Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without Superintendent's Prior Express Written Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or into 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 on or into the Premises of a work of visual art. Seward Park Art Studio shall not, without the prior, express, written consent of the Superintendent, install on or integrate into, or permit any other person or entity to install on or integrate into, any portion of the Premises any "work of visual art." The Superintendent's consent to the installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the Superintendent's discretion.

b. Seward Park Art Studio's Indemnification of City Against Liability under Visual Artists Rights Act of 1990. If the Superintendent has not given such official's consent to the installation or integration of any work of visual art on or into the Premises, Seward Park Art Studio shall protect, defend, and hold the 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 the installation or integration during the term of this Agreement of that work of visual art on or into any portion of the Premises. This

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indemnification obligation shall exist regardless of whether Seward Park Art Studio has consented to or has prior knowledge of such installation or integration. The indemnification obligation of this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 18. RECORDS, BOOKS AND DOCUMENTS FOR CITY ACCESS AND AUDIT

18.1 Seward Park Art Studio to Maintain Books and Records. Seward Park Art Studio shall maintain books, records, documents and other evidence of accounting procedures and practices, which sufficiently and properly reflect all income of any kind received by Seward Park Art Studio, including but not limited to Gross Receipts and City Monies, as well as all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by DPR, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract. Seward Park Art Studio shall submit an annual financial report for Seward Park Art Studio operations prepared by an independent certified public accounting firm to DPR within ninety (90) days after the end of each fiscal year, except during the first two years of operation at the Premises a financial report may be compiled by a reputable accounting firm or bookkeeper.

18.2. Audit Right to be Ensured by Seward Park Art Studio in Subordinate Use Arrangements. Seward Park Art Studio shall ensure that such inspection, audit and copying right of the City is a condition of any license, contract or other arrangement under which any other person who is not a Seward Park Art Studio employee or other entity is permitted to carry on a performing arts, business or other program activity in, on or from the Premises. Such audit right of the City shall be limited to activities occurring on the Premises.

18.3 Overpayments and Underpayments. In the event that through any audit, Seward Park Art Studio is found to have made any overpayment or underpayment hereunder, the Superintendent shall notify Seward Park Art Studio of the amount of the overpayment or underpayment. Any overpayment shall be a credit against any fees and charges subsequently due or shall be refunded to Seward Park Art Studio, at its option; underpayments shall be immediately due and payable and shall be delinquent if not paid within ten (10) days after the date of such notice.

18.4 Seward Park Art Studio to Assist City in Providing Data to State and Federal Governments. Upon the request of the City, Seward Park Art Studio shall promptly provide, at Seward Park Art Studio's sole expense, necessary data to enable the City to fully comply with any and every requirement of the State of Washington or the United States of America for information or reports relating to this Agreement and to Seward Park Art Studio's use of the Premises.

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18.5 Retention of Records. Seward Park Art Studio shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this Agreement at such times and on such forms as the City may require. The provisions of this Article shall survive the expiration or earlier termination of this Agreement

ARTICLE 19. ACCESS

DPR shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, altering, or improving the Premises with reasonable notification to Seward Park Art Studio, but nothing contained in this Agreement shall be construed so as to impose any obligation on DPR to make any repair, alteration, or improvement, unless set forth by this Agreement. Seward Park Art Studio shall not install any new lock or bolt on any exterior door without DPR's written consent. DPR shall have the right to show the Premises to other prospective users at its convenience, with reasonable notification to Seward Park Art Studio.

ARTICLE 20. NAME, SIGNS OR ADVERTISING

20.1 The Seward Park Art Studio Name. The Seward Art Studio shall operate and incorporate its organization under the name "Seward Park Art Studio, Inc." and may not refer to itself as the "Seattle Department of Parks and Recreation" or The City of Seattle on any correspondence, merchandise, or marketing information.

20.2 Seward Park Art Studio Signs. Seward Park Art Studio shall have the right upon written approval from DPR to install a sign on the Premises that identifies the same for Seward Park Art Studio purposes. Any such sign shall include the name of the Premises, the name of Seward Park Art Studio, and shall be constructed in a style and size consistent with architectural integrity of the facility and the signage policy adopted by DPR. The parties agree that the following wording shall satisfy these requirements:

"The Seward Park Art Studio at the Seward Park Bathhouse"

DPR shall have the right to post its building name, logo and name in an appropriate size on the exterior of the building in a manner compatible with the signage it may approve or disapprove for Seward Park Art Studio.

20.3 Bulletin Boards/ Other Interior Signs or Postings. Seward Park Art Studio shall have the right to install bulletin boards and other interior signage or postings within the Premises, and to display community-related notices, posters, and similar materials thereon as related to Seward Park Art Studio's operation of the Premises.

20.4 No Other Signage on Premises. Other than the DPR approved exterior signage and interior bulletin boards and other interior signage permitted by Sections 20.2

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and 20.3, Seward Park Art Studio shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever exterior to the Premises without first obtaining DPR's written consent thereto. Any consent so obtained from DPR shall be with the understanding and agreement that Seward Park Art Studio will remove the same at the expiration or earlier termination of the Term herein created and repair any damage or injury to the Premises caused thereby.

ARTICLE 21. WASTEFUL AND DANGEROUS USE

Seward Park Art Studio shall not commit or suffer any waste upon the Premises and will not do or permit to be done in or about the Premises anything that is inconsistent with this Agreement or the Park Code as now existing or hereafter amended, or any activity that is inconsistent with the uses authorized by this Agreement or that will be dangerous to life or limb, or any activity that will increase any insurance rate upon the Premises.

ARTICLE 22. TAXES

The Use Fee under this Agreement is exclusive of any sales, business, occupation or other state tax levied or assessed as a consequence of this Agreement or any activity of Seward Park Art Studio thereunder. Seward Park Art Studio shall pay before delinquency any and all such taxes, assessments, license fees and public charges levied, assessed, or imposed during the term of this Agreement upon Seward Park Art Studio's activities hereunder or its fixtures, furniture, and personal property installed or located in the Premises or upon its interest in this Agreement or the Premises.

ARTICLE 23. INSOLVENCY

Either (i) the appointment of a receiver to take possession of all or any part of the assets of Seward Park Art Studio, or (ii) the general assignment by Seward Park Art Studio for the benefit of creditors, or (iii) any action taken or suffered by Seward Park Art Studio under any insolvency or bankruptcy act shall, if such appointment, assignment, or action continues for a period of thirty (30) days, constitute a breach of this Agreement by Seward Park Art Studio, and DPR may at its election and without notice terminate this Agreement; and in that event, DPR shall be entitled to immediate possession of the Premises. In the event any provision of this Article is contrary to any applicable law, such provision shall be of no force or effect.

ARTICLE 24. SUBORDINATE USES

24.1 Seward Park Art Studio Authorized to Permit Subordinate Uses of Premises. Two of the major objectives of this Agreement are the provision of accessible ceramics and visual arts programming to the general public and ceramic arts space for Seward Park Art Studio. Accordingly, Seward Park Art Studio shall have the right to allow the subordinate use of the Premises by other ceramic arts groups for small meetings and related activities.



24.2 No Mortgaging or Transferring of Agreement or Seward Park Art Studio's Interest Therein. Except for the uses permitted herein, Seward Park Art Studio shall not lease, transfer, assign, mortgage, hypothecate or convey this Agreement or any interest therein, in whole or in part, or lease or license use or occupancy of the Premises or any part thereof or any of the rights or privileges or any portion of the Premises granted under this Agreement to any other person, firm or corporation without the prior written authorization of DPR, which authorization may be granted, withheld, or conditioned in each instance in the sole discretion of the Superintendent. This prohibition against transfers and assignments includes any transfer or assignment by operation of law. Neither the rights and privileges granted hereunder nor the Premises are assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. Any assignee approved by DPR must accept and assume in writing all the terms and conditions of this Agreement to be kept and performed by Seward Park Art Studio. Any transfer of this Agreement from Seward Park Art Studio by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. DPR consent to any assignment or transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer, and the terms of such consent shall be binding upon any person or entity using or occupying the Premises by, under, or through Seward Park Art Studio.

ARTICLE 25. TERMINATION

25.1 Seward Park Art Studio Defaults in Performance Constitute Material Breach. In the event that Seward Park Art Studio defaults in the performance of any of the material terms, provisions, covenants, and agreements on Seward Park Art Studio's part to be kept, observed, and performed under this Agreement; or if Seward Park Art Studio abandons, deserts, vacates, or otherwise removes its operations from the Premises without the prior consent of the Superintendent, then, the City, at the option of the Superintendent at any time thereafter, may declare this Agreement to have been materially breached. In addition, the occasioning of an "Event of Default" as defined in any funding agreement between the City and Seward Park Art Studio regarding a project to be undertaken under any construction agreement shall also constitute a material breach under this Agreement. Furthermore, if Seward Park Art Studio becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise, such action shall constitute a material breach of this Agreement.

25.2 Process for Termination of Agreement.

25.2.1 For Cause. Either party may terminate this Agreement in the event that the other party has materially breached this Agreement and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party within thirty (30) days after notice of breach has been provided to such other party; provided, however, that if

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the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

25.2.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to: acts of Nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.3 Notice of Termination. Notice of termination pursuant to Subsections 25.2.1 and 25.2.2 shall be in writing from the party terminating this Agreement to the other party not less than five (5) days prior to the effective date of termination.

25.4 Re-entry by City Upon Termination. Upon the termination of this Agreement, the City may re-enter said Premises using such force as may be required. Notwithstanding such re-entry and anything to the contrary in this Agreement, in the event of the termination of this Agreement because of the material breach thereof by Seward Park Art Studio, the liability of Seward Park Art Studio for the Use Fees provided herein shall not be extinguished for the balance of the term of this Agreement.

25.5 Superintendent to Determine for City Existence of Seward Park Art Studio's Breach. The Superintendent shall have the right to determine, on the City's behalf, whether Seward Park Art Studio has defaulted in the performance of its obligations hereunder or has otherwise materially breached any of the terms and conditions of this Agreement.

25.6 City Remedies Upon Seward Park Art Studio's Material Breach. In the event of the City's termination of this Agreement for cause, DPR, in addition to other rights or remedies that it may have, shall have the right to re-enter said Premises and to make necessary alterations and repairs to restore the Premises to the condition desired by the DPR, and authorize others to temporarily use and occupy the Premises. Seward Park Art Studio shall pay to DPR, as soon as ascertained, the costs and expenses incurred by DPR in authorizing such other use and occupancy and in making such alterations or repairs.

ARTICLE 26. CANCELLATION

In the event Seward Park Art Studio determines, at any time during the term of this Agreement, that the Premises are no longer required for its use, this Agreement shall be subject to cancellation upon ninety (90) days' prior written notice by Seward Park Art Studio to DPR.

ARTICLE 27. VACATING OF PREMISES



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Upon the expiration or earlier termination of this Agreement, all right, title and interest of Seward Park Art Studio in the Premises, including but not limited to the improvements made thereto and fixtures installed therein pursuant to any and all prior permits or agreements, and all items acquired by Seward Park Art Studio with grant funds provided by or through DPR, shall vest in the City, without any action of either party hereto. Upon the expiration or earlier termination of this Agreement, Seward Park Art Studio shall return the Premises, together with all capital improvements made thereto and fixtures installed therein including but not limited to the improvements made thereto and fixtures installed therein pursuant to any construction agreement, and all items acquired by Seward Park Art Studio with grant funds provided by or through DPR, in good order and condition, except for normal wear and tear, unless the City otherwise consents, in writing, to their removal by Seward Park Art Studio; provided, however, that the provisions of this Article shall not apply to the following improvements made by Seward Park Art Studio: the kiln(s) and associated fixtures strictly related the making, maintaining and use of the kiln(s) which Seward Park Art Studio can remove without negatively affecting the structural integrity or preexisting appearance of the Premises or its use as a multi-purpose facility. On or before the expiration or earlier termination of this Agreement, Seward Park Art Studio shall remove from the Premises all items of personal property.

ARTICLE 28. REMOVAL OF SEWARD PARK ART STUDIO'S PROPERTY IN PREMISES

Upon the entry into, or the taking possession of, the Premises following the expiration or earlier termination of this Agreement, DPR shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by DPR, including but not limited to a public warehouse, at the expense and risk of the owner(s) of such property, with the right to sell such stored property, without notice to Seward Park Art Studio 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 Seward Park Art Studio to the City; the balance, if any, shall be paid to Seward Park Art Studio.

ARTICLE 29. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Agreement by either party to the other shall be in writing and shall be sufficiently given if either served upon the other party or sent via the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to Seward Park Art Studio: Executive Director
Seward Park Art Studio

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5900 Lake Washington Blvd. S.
Seattle, WA 98118

If to the City:

The City of Seattle
Department of Parks and Recreation
Administrator
Contract and Business Resources
P.O. Box 3036
Seattle, WA 98114

or to such other address as either party hereto may specify for itself in a notice to the other.

ARTICLE 30. MISCELLANEOUS

30.1 Captions. The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

30.2 Time. Time is of the essence.

30.3 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be found or held to be invalid or unenforceable, the remainder of this Agreement, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30.4 Binding Effect. The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal representatives, successors, assigns and subsidiaries.

30.5 Applicable Law. This Agreement shall be interpreted under the laws of the State of Washington.

30.6 Jurisdiction and Venue. The jurisdiction and venue for any litigation between the parties regarding this Agreement or any question, claim, loss, or injury arising hereunder shall be the Superior Court of the State of Washington for King County.

30.7 No Partnership or Joint Venture Created. The City does not by this Agreement, in any way or for any purpose, become a partner or joint venture of Seward Park Art Studio in the conduct of its business or otherwise.



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30.8 City's Remedies Cumulative. The City's rights under this Agreement are cumulative; failure on the part of the City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. The City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

30.9 Amendments. No modification of this Agreement shall be binding upon the City or Seward Park Art Studio unless reduced to writing and signed by an authorized representative of each of the parties hereto.

30.10 Consumption of Alcoholic Beverages. Seward Park Art Studio shall not permit the consumption of any alcoholic beverages on the Premises except as approved by the Superintendent in writing prior to any appropriate event

30.11 Force Majeure. Any delay in or failure of performance by City or Seward Park Art Studio shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseen and beyond the control of the party ("Force Majeure").

30.11.1 Acts of Force Majeure include, but are not limited to:

- (1) Acts of Nature ;
- (2) Acts of war or public rebellion;
- (3) Fire or other casualty for which neither party is responsible;
- (4) Quarantine or epidemic;
- (5) Strike or defensive lockout;
- (6) Unusually severe weather conditions which could not have been reasonably anticipated; and
- (7) Unusual and unforeseen delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to City was available at the time the delay became foreseeable or at any later time when delay could have been avoided by prompt action.

30.11.2 The existence of more than a Force Majeure event on any single day shall not give cause for the extension of the period of performance beyond that one day.

30.12 No Third Party Rights. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation

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10/31/2002

that is not a party hereto nor shall any person, firm, organization or corporation other than a party hereto have any right or cause of action hereunder.

30.13 Effectiveness of Agreement. This Agreement shall become effective as an Agreement only upon approval by the Seattle City Council and its execution by an authorized representative of each party.

30.14 No Waivers. No action other than a written document from the Superintendent specifically so stating shall constitute a waiver by City of any particular breach or default by Seward Park Art Studio, nor shall such a document waive any failure by Seward Park Art Studio to fully comply with any other term or condition of this Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

30.15 Appendices and Exhibits. The following documents are attached hereto and hereby incorporated into this Agreement as if set forth in full herein:

Exhibit "A": Land and Building Assignment Map [see 2.1]

Exhibit "B": Map of Adjacent Park Land [see 2.1]

Exhibit "C": Key Control, Policy 2.71 [see 3.5.2]

Exhibit "D": Ordinance 117969, Delinquent Payments [see 5.6]

Exhibit "E1": DPR's Major Maintenance Obligations [see 9.3]

Exhibit "E2": Seward Park Art Studio's Preventative Maintenance and Custodial Obligations [see 9.4]

Exhibit "F": Park's Standards [see 9.8]

Exhibit 1: Conditions Requiring Repair [see 2.2]

Exhibit 2: Inventory of Equipment on Premises

30.16 Entire Agreement. This Agreement and all attachments and exhibits pertaining to same constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding the subject matter hereof. The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of the

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Agreement are not to be construed against any party on the basis of such party's preparation of the same.

John A. Davis
Executive Director

Date _____

John Gilmore
Board President

Date _____

Kenneth R. Bounds, Superintendent
Department of Parks and Recreation

Date _____

IN WITNESS WHEREOF, the parties have executed this contract:

STATE OF WASHINGTON)
) ss:

COUNTY OF KING)

I certify that I know of or have satisfactory evidence that _____ signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature of Notary Public)

(Printed name)
Residing at:
My appointment expires:

THE CITY OF SEATTLE

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10/31/2002

Department of Parks and Recreation

Kenneth R. Bound, Superintendent, Parks and Recreation

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kenneth R. Bounds signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Superintendent of the Department of Parks and Recreation of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

Date: _____

(Signature of Notary Public)

(Printed name)

Residing at:

My appointment expires:

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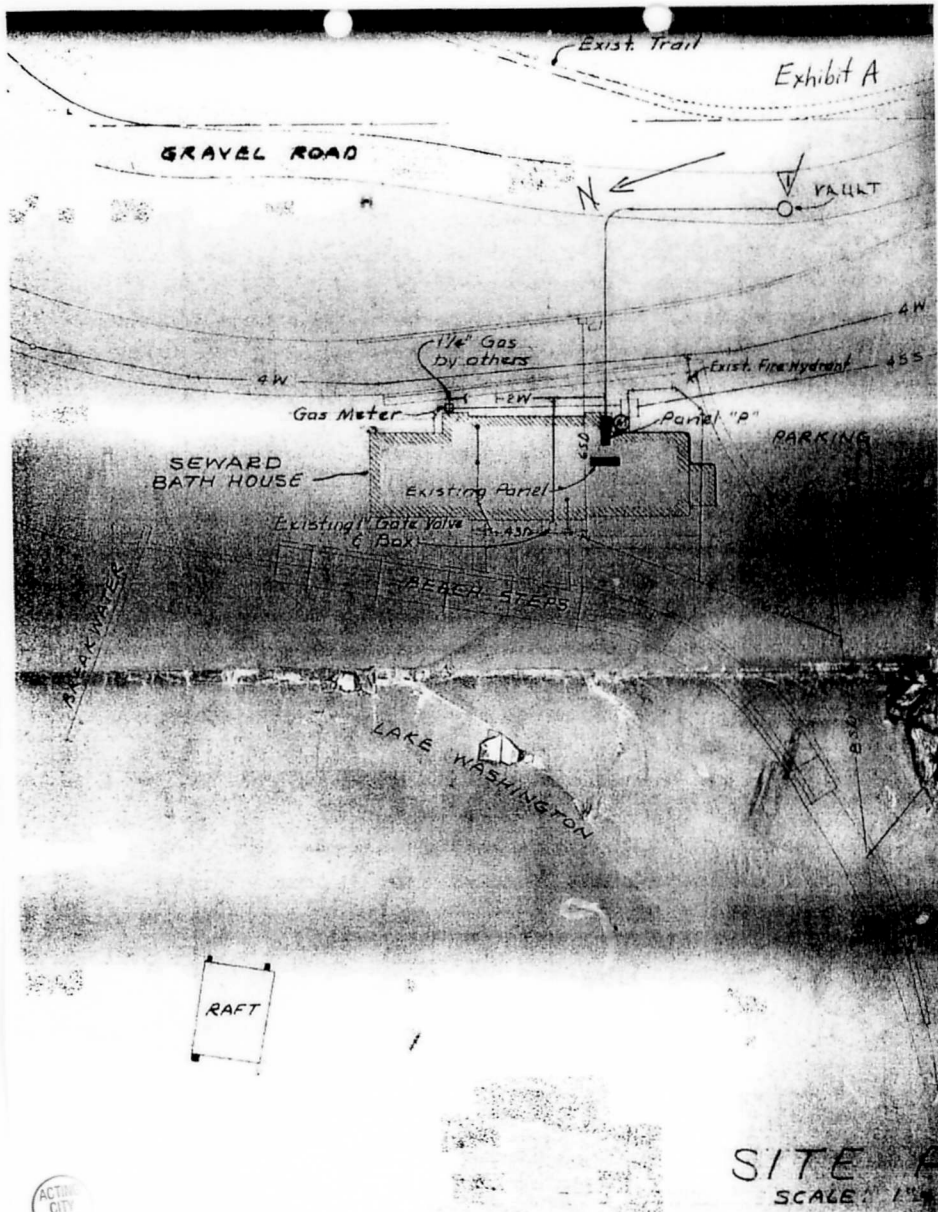
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EXHIBIT "A"

LAND AND BUILDING MAP

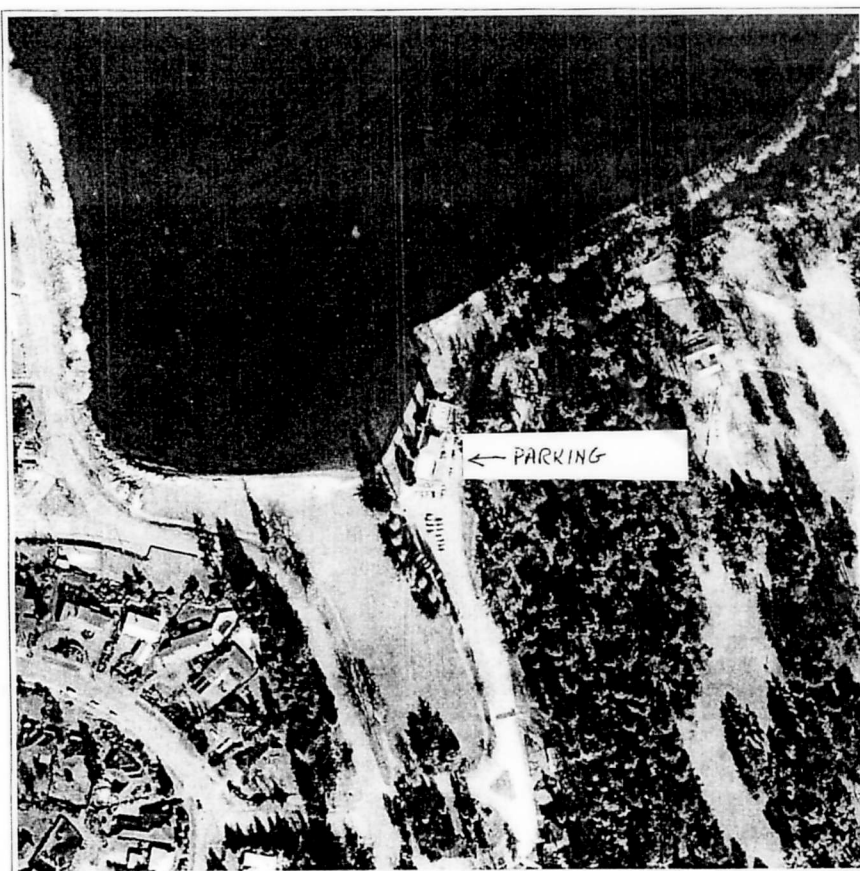
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Seattle - Orthophoto Map (1993)
Seattle Public Utilities Standard Maps



Scale: 1" = 200'
0 200 400
FEET

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EXHIBIT "B"

MAP OF ADJACENT PARK LAND

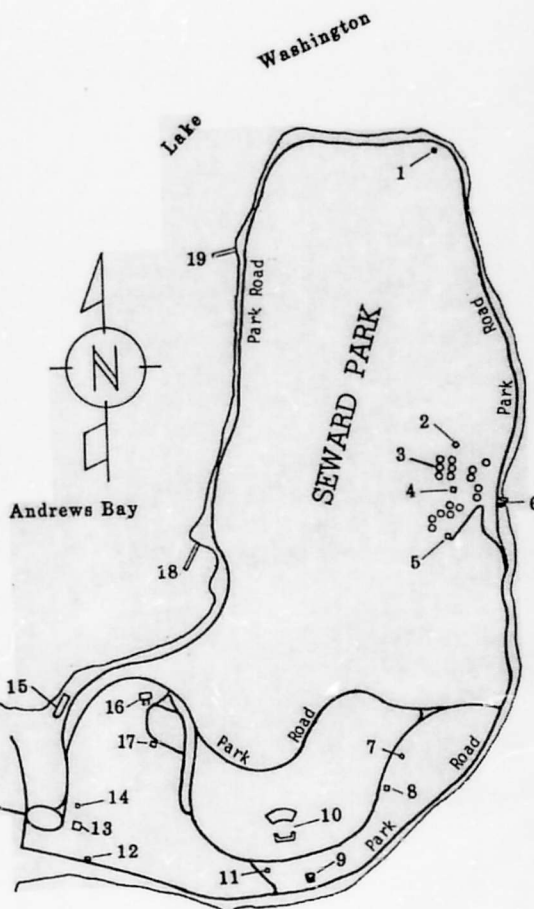
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GOVERNMENT LOT 3 IN SECTION 14;
GOVERNMENT LOTS 1, 2, & 3 IN
SECTION 23; TRACTS 23, 24 AND
25 OF B. W. JOHN'S AND C. H.
HAWFORD'S 5 ACRE TRACTS,
TOGETHER WITH THAT PORTION
OF GOVERNMENT LOT 5 LYING
SOUTHWESTLY OF THE SOUTH LINE
OF SAID TRACT 23 IN SECTION 23;
GOVERNMENT LOTS 1, 2, and 3 IN
SECTION 24; ALL IN TOWNSHIP
24 NORTH, RANGE 4 EAST, W. M.,
TOGETHER WITH ALL ADJUTING
LAKE WASHINGTON SHORELANDS
AND INCLUDING ALL BOULEVARDS,
STREETS AND ALLEYS LYING
WITHIN THE AFORESAIDED
LOTS, TRACTS AND SHORELANDS.

MAP KEY

1. COMFORT STATION
2. FISH HATCHERY RESIDENT
3. FISH HATCHERY PONDS
4. FISH HATCHERY, STORAGE BLDG
5. COMFORT STATION
6. FISH HATCHERY PUMPHOUSE
7. PICNIC SHELTER
8. PICNIC SHELTER
9. COMFORT STATION
10. AMPHITHEATER
11. PICNIC SHELTER
12. PICNIC SHELTER
13. OFFICE
14. COMFORT STATION
15. BATHHOUSE
16. PICNIC SHELTER
17. COMFORT STATION
18. FISHING PIER
19. FISHING PIER



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CITY of SEATTLE
DEPARTMENT OF PARKS
AND RECREATION

SEWARD PARK
KEY PLAN

Drwn. By: CAG

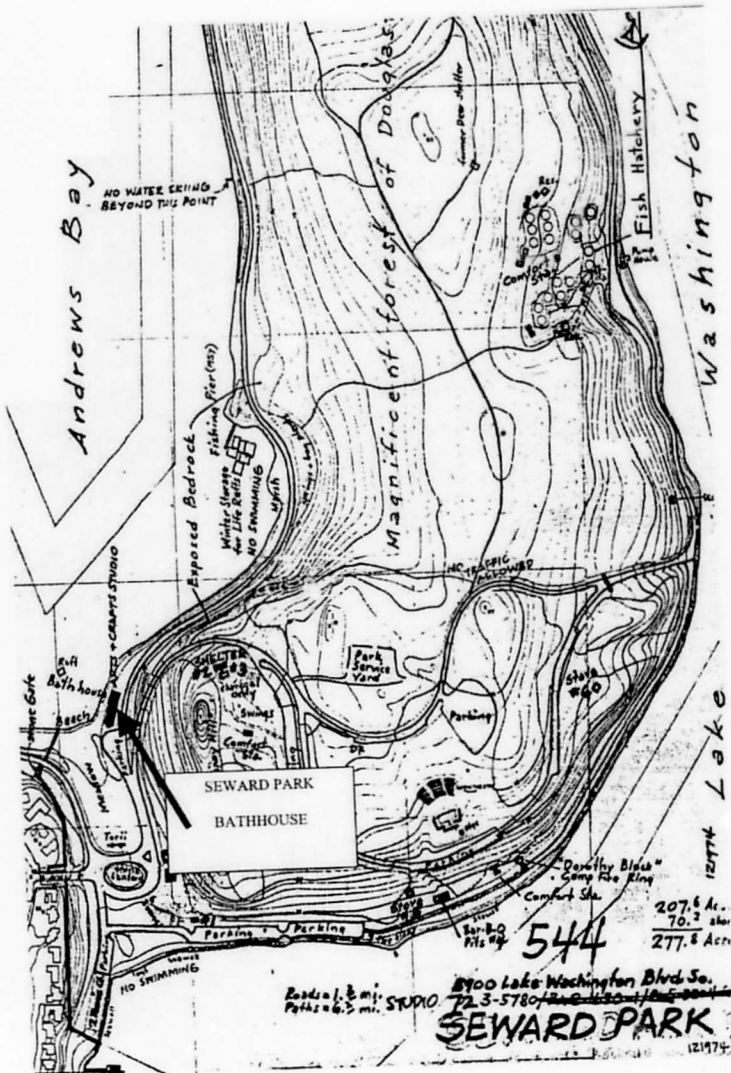
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Sheet 1/1

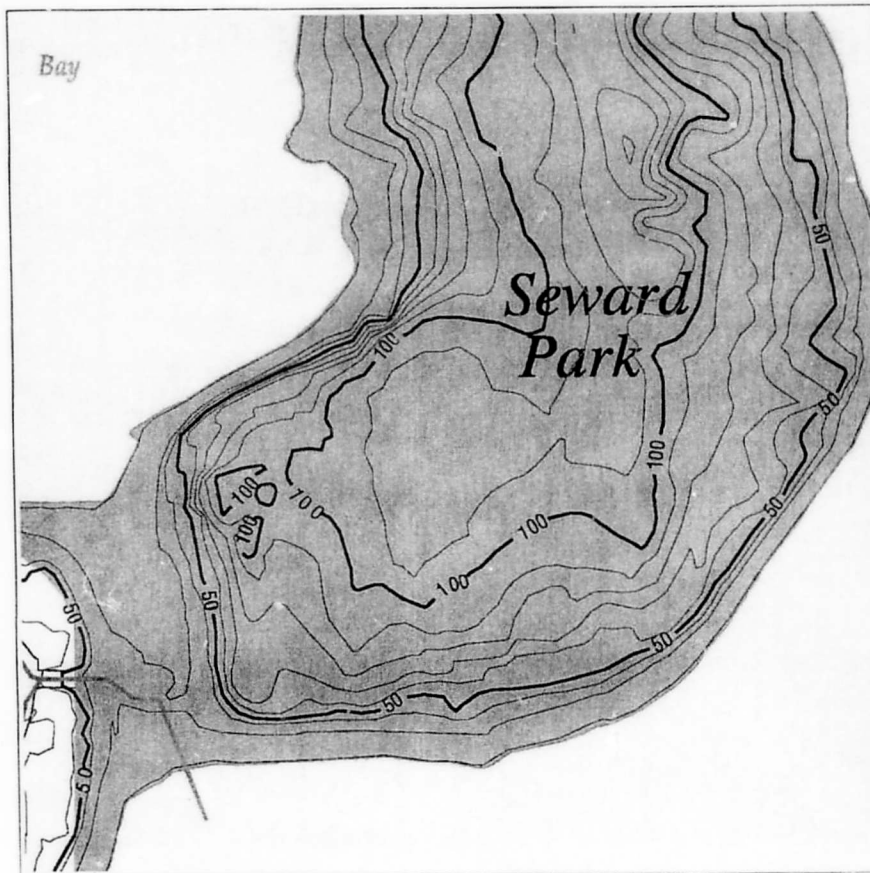
ACTING
CITY
CLERK

ACTING
CITY
CLERK



Seattle - Topography & Drainage Map

Seattle Public Utilities Standard Maps



10 FT Elevation Contour*

~ Stream

- - - Drainage Mainline

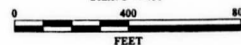
DATA SOURCES

Topography:
The City of Seattle's
Central Geographic Database

Drainage Infrastructure:
The City of Seattle
Public Utilities
Drainage and Wastewater Layer

Notes:
The City of Seattle's
Real Property Database
Vertical Datum: NAVD83

Scale: 1" = 400'



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EXHIBIT "C"

KEY CONTROL

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Department Policy & Procedure

City of Seattle



Subject:

Key Control

Number 060-P 2.7.1

Effective July 1, 1999

Supersedes September 20, 1993

Approved:

Department: Parks and Recreation

Page 1 of 13

1.0 PURPOSE

- 1.0 To provide for the security of Department employees, facilities and equipment by managing the Key and Lock Control System.

2.0 ORGANIZATIONS AFFECTED

- 2.1 Department of Parks and Recreation
2.2 Seattle School District

3.0 REFERENCES

None

4.0 POLICY

- 4.1 The Security Program Specialist, in coordination with the FMDD Customer Support Manager, Customer Support Administrative Staff and Carpenter Shop personnel shall manage the key and lock control system. Facility staff shall be managed by facility managers and the Security Program Specialist shall manage the policy to protect the integrity of the Park Department Key and Lock Control System.
- 4.2 Keys to Department-owned or operated facilities are issued to Department employees as needed in their jobs.
- 4.3 First line supervisors are responsible for all keys issued to their employees.
- 4.4 Key holders are responsible for the keys issued to them and are forbidden to loan or give their Department-issued keys to anyone else.
- 4.5 Outside duplication of Department keys is not allowed.
- 4.6 Non-employees are issued operational key(s) only with the express permission of the appropriate program facility manager, and their Section Manager. The Security Program Specialist retains the right to review each request for appropriateness.
- 4.6.1 Non-employees will be required to make a cash deposit before being issued keys, except as in paragraph 7.3.4

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- 4.6.2 Non-employees will normally not be reissued keys after having lost keys.
- 4.6.3 Associated Recreation Council (ARC), Woodland Park Zoological Society and Aquarium Society employees will be treated the same as Department employees when issuing keys and for other provisions of this policy and procedure.
- 4.7 A responsible individual will sign for each key issued. A supervisor (or designee) may sign as the recipient for line staff. Certain keys, such as for toilet paper holders, towel dispensers, etc. will not be part of Key Control.
- 4.8 Because of the value of the stock of certain non-Department tenants of Department facilities, such tenants will use their own lock cores and issue their own keys (e.g., Seattle Art Museum, Museum of History and Industry, Golf Pro Shops) except for roadway gates and bollards which require Police, Fire, and Parks Department access. Concessionaires will supply locks and keys in accordance with the conditions of their contracts with the Department.
- 4.9 Supervisors may not permanently retain, reissue or otherwise change assignment of employees' keys except through the Key Control Policy. Any transfer of keys from one individual to another will not be done within the organization unit but will be accomplished by turning the keys in to the Key Control Office.
- 4.10 Locks will not be changed or recored without the written approval of the Security Program Specialist.
 - 4.10.1 Program facility managers will submit re-coring requests in writing to the Security Program Specialist, clearly stating the reason(s) for the request.
 - 4.10.2 The Security Program Specialist will evaluate the recoring request. A key audit is required unless waived by Security.
 - 4.10.3 If the recoring request is approved, a job order will be called into the Consolidated Work Order System (CWOS) for the Carpenter Shop, (who shall be responsible for keying of cores and changing the cores in buildings. They will decide which cores are appropriate for a given need and then submit a recoring plan to the Security Program Specialist for approval).
 - 4.10.4 The Carpenter Shop will not change key cores or issue keys without an approved work order except in an emergency with the approval of the Security Program Specialist or Parks Duty Officer, as appropriate.
 - 4.10.5 Written notification of recoring shall be done by the Security Program Specialist and new keys will be provided by the Key Control Office.
 - 4.10.6 Zoo management will be able to recore without obtaining prior permission, but Zoo staff will send a record of permanent recoring of facilities to the Security Program Specialist (who will forward it to the CWOS Administrative Specialists for entry into the Key control Data Base).

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- 4.11 Forced entry (entry without the proper key) may be authorized only in emergencies and in consultation of the Security Program Specialist or Park Duty Officer, as appropriate. (See paragraph 7.6)

5.0 DEFINITIONS

- 5.1 The Key and Lock Control System is defined as the keys and door cores that secure buildings and equipment. Vehicle, desk, cash register, toilet paper holders, paper towel dispensers, and other minor work-related keys are not within the scope of this system and their issuance, use and disposition are exempt from the provisions of the Key Control Policy.
- 5.2 As delegated by the Customer Support Manager, a trained member(s) of the Facilities Maintenance Customer Support/Jobline staff shall be designated Key Control Officer and assigned the duties of issuing keys and keeping key and lock related records. The Key Control Office shall maintain Sonitrol records, issue and delete Sonitrol numbers, and maintain the Parks Duty Officer (PDO) schedule and perform other related duties as assigned. The Customer Support Manager shall assign members of the Customer Support Services staff to backfill and "cover" the Key Control Officer position as appropriate.

6.0 RESPONSIBILITY

- 6.1 First Line Supervisors - It shall be the responsibility of first line supervisors to identify the key needs of their personnel, to requisition appropriate keys promptly for those personnel, to instruct the employees in proper key safeguard methods during orientation and to ensure the prompt return of keys by individuals leaving the Department. Each supervisor signing Separation Report Forms must ensure the keys have been turned in to the Key Control Office BEFORE he or she signs and processes the form.
- 6.1.1 A responsible supervisor may sign as the recipient for the employee (e.g. John Doe, supervisor for Jane Smith).
- 6.1.2 Each supervisor shall instruct his/her subordinates in key control procedures during new employee orientation and thereafter annually.
- 6.1.3 As a regular part of the annual employee evaluation process, it is recommended that the supervisor perform, a key audit. This consists of writing out a list of keys carried by the employee. Return this list and any keys no longer needed to the Key Control Office. Each supervisor may also audit keys of employees as needed, or as requested by the Security Program Specialist.
- 6.1.4 Each supervisor shall promptly report all losses of keys by persons in his/her organization. The supervisors shall make a phone report to the Security Program Specialist within the first three hours of the next working day, and written follow-up reports to the Division Director, with copies to the Security Program Specialist and Key Control Office, within a week.
- 6.1.5 Each supervisor is responsible for the key security performance of his/her employees.

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6.1.6 Persons returning keys shall verify that keys have been signed off/on the key control signature card each time keys are returned to the Key Control Office. An employee is responsible for his or her keys until they are returned and signed off.

6.1.7 It is the responsibility of the first line supervisor to return keys when they are no longer needed. If an employee transfers to a different work unit, the outgoing supervisor is responsible for collecting and returning the employee's keys. The new supervisor is responsible for obtaining and issuing the appropriate keys to the transferred employee.

6.1.7.1 Punitive action may be taken if 6.1.7 is not complied with (see 7.5).

6.2 Security Program Specialist - The Security Program Specialist shall (via appropriate staff):

6.2.1 Maintain key assignment cards for all individuals holding Department and joint use public school keys, and shall require a signature for each key issued. Upon return of each key, the Key Control Office shall sign and write "returned" on the card.

6.2.2 Maintain a cross file for each key designation, listing persons having corresponding keys.

6.2.3 Maintain an up-to-date file of lost keys and of the names of individuals and the organizations which they represent who have been careless with keys or have lost keys.

6.2.4 Maintain a list of door core assignments.

6.2.5 Issue only authorized keys that are the lowest security key required to do the job.

6.2.6 Maintain a date "tickler" file indicating when temporary key issues are due to be returned.

6.2.7 Ask for key audits on occasion, with or without specific cause.

6.2.8 Issue keys only with appropriate authorization, except in emergencies and security related matters.

6.3 Human Resources Unit - The Human Resources Unit shall advise the Key Control Office when personnel are being separated from employment.

6.4 The Security Program Specialist is responsible for insuring the integrity of the key and lock policy. He or she also has the authority to coordinate with all Parks Department employees and vendors as necessary to implement this policy. The Security Program Specialist shall be the administrator of the key and lock policy, with the understanding that normal operational functions shall be under the direct supervision of the appropriate manager or crew lead.

6.5 Initiators of a Key Request for non-Department persons - A "sponsor" recommending that a key be issued to a non-Parks person shall be responsible for seeing that the issued key is returned promptly at: the date the lease is up, the contract is completed, the sport season is over, or the special event is finished and clean-up is completed. Such a sponsor will normally be the person with the Department function most closely related to the reason for the key issue (e.g., Project Manager sponsors contractor; Grants and Contracts Manager sponsors concessionaire; Community Center Coordinator sponsors Day Care Center programs).

7.0 PROCEDURE

7.1 Issuing Keys to Employees

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- 7.1.1 Initiation of request - Employee's supervisor initiates a request for the employee on a Key Requisition Form.
- 7.1.2 Approval routing - The employee sends the request through his or her supervisor and Section Manager, for approval.
- 7.1.3 The Section Manager sends the request to the Key Control Office for processing. Key control Officer will only forward 'master' key requests and any problematic requests to the Security Program Specialist for review and approval.
- 7.1.3.1 The requestor shall be notified when the keys are ready to be picked up. If the key requests are hand-carried, it will be up to the discretion of the Key Control Office when the key can be issued. The Key Control Office shall make every effort to issue keys in a timely manner.
- 7.1.4 The Section Manager can approve keys within his or her area of supervision. A Director and the Security Program Specialist needs to approve the Key Request only if the employee has lost keys, a discipline issue is involved, a grand master is being requested, a key is being issued to a non-employee, or is complicated by other factors.
- 7.1.5 The Section Manager can limit employees access to facilities under his or her direct supervision.
- 7.1.6 Key assignment cards- The Key Control Office issues the approved key(s) in exchange for a signature for each key (one key - one signature). A name card thereby keeps listings of keys held by each person. There shall be a dual record keeping system, (i.e. key assignment cards and a key control database) until paper key assignment cards are replaced by electronic key assignment database. Then a written addendum shall explain the changes in the policy.
- 7.2 Issuing Keys to Contractors
- 7.2.1 General - for minor jobs, it is permissible to issue a specific key to the contractor upon approval of the Project Manager and Supervisor. The Project Manager will initiate the key requisition and route for approval via the procedure outlined above in 7.1.2.
- 7.2.2 Major construction - In case of new construction or major building overhaul, the Project Development Section will specify vendor installation of a "contractor's core" and vendor return to the proper Department core, at the contractor's expense.
- 7.3 Issuing Keys to Non-Employees - Keys are sometimes issued to non-employees when the public benefits significantly from keys being issued to particular individuals. These cases are often associated with children's or other programs operated by a non-profit organization, or by a concession operation on a city-owned facility (Pratt Fine Arts is an example). In justified cases, keys are issued in the following manner:
- 7.3.1 Initiation of request - The program organization with operational responsibility for the

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CLERK

service, or for the facility involved, initiates the request on a Key Requisition Form (B-65). The initiator notes on the form the need or benefits involved and recommends approval. (See Responsibility section 6.5.)

7.3.2 See 7.1.3

7.3.3 A key deposit of \$50 is required for all non-Department persons, for each key.

7.3.3.1 The appropriate Division Director may waive or reduce the fifty dollar deposit per key only in exceptional cases:

- the key user is under contract to the Department relative to the service that necessitates the key.
- the key user is doing the Department a service in providing the assistance that necessitates the key.
- A contractor will normally pay the key deposit.

7.3.3.2 The Department encourages key deposits in the form of checks to the "Parks and Recreation Department" rather than cash, but in either case the Key Control officers or appropriate management staff, via chain of supervision, shall issue receipts for the key deposits. A due date will be determined at the time of issue. The deposits are forwarded to the Accounting and Payroll Unit (with names, organizations, addresses, and phone numbers) for placement in a guaranteed deposit fund.

7.3.4 Keys will not be issued to private citizens to restrict the use of or to secure public property. The securing of Parks facilities is the exclusive responsibility of Department employees, Police and Fire Department staff, and specifically hired security personnel. The Department, not being in direct control of the circumstances under which a private citizen may use a key, would set up conditions for misuse and could be negligent and possibly liable.

7.3.5 Key and deposit returns - Upon return of each key from a non-employee, the Key Control Office will take the following actions:

7.3.5.1 Sign an appropriate entry(s) on the signature card.

7.3.5.2 A return receipt will be given, if requested

7.3.5.3 Notify the Accounting Unit that the key(s) has been returned and that the deposit is to be refunded.

7.4 Safeguarding Keys and Restrictive Considerations

7.4.1 Persons having keys are to take conscientious care in the safeguarding of those keys. Keys will normally be kept on the person or in locked cabinets - not in desks, vehicles, or

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other unsecured places.

- 7.4.2 Keys are not to be loaned between co-workers except in emergencies, and then not for more than 24 hours. Such loans are only to be made with a specific approval of line supervisors, within their line responsibility, and upon notification of the Security Program Specialist. If keys are loaned between co-workers, a receipt will be issued to the employee giving up his or her keys.
- 7.4.3 Keys to the exterior doors of Parks buildings will be provided only to persons working there and who arrive early, leave late, or work weekends.
- 7.4.4 Each supervisor will promptly notify the Security Program Specialist in writing of all key procedure violations and lost keys for review by management to determine corrective measures needed, such as recoring locks, changing procedures, and charging for costs incurred. The notification will clearly state the circumstances surrounding the loss of the keys (date, time, approximate location) and whether or not the loss poses a security problem.
- 7.4.5 Employees going on leave-of-absence, or "zero" timesheets, or extended sick leave MUST return all keys to the Key Control Office. (Keys then will be tagged and locked in the key control file for safekeeping.)
- 7.4.6 Any employee may return any keys to the (Key Control Office) for safekeeping while on vacation. Losing keys in activities like skiing or while on vacation will be considered evidence of direct violation of these instructions.
- 7.4.7 Day Care Center employees, SPICE Program employees, and other non-Parks personnel may not pass keys to each other, and instruction and enforcement is a responsibility of appropriate Parks employees with assignments related to the non-Parks function (see 7.3).

7.5 Disciplinary and Corrective Measures

- 7.5.1 Violations of the provision of this policy and procedure by Department employees will be handled in accordance with the Policy and Procedure on "Coaching and Corrective Action" (060- P 4.4.3).
- 7.5.1.1 The supervisor or (manager) who can recommend appropriate coaching or corrective action will review key procedure violations.
- 7.5.1.2 The supervisor or manager will consider the following factors when evaluating a key procedure violation.
- The extent of employee carelessness
 - Where and when a key was lost
 - The level of security affected
 - Whether an employee took sufficient care to safeguard the key(s)
 - Whether the violation is a second offense

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- The loss of a "grandmaster" or other "master" key (those keys which open more than one facility) will be considered to be a more serious infraction than the loss of other keys.

7.5.1.3 The supervisor or manager must check with the Security Program Specialist to determine the potential effect on the security of the employee's facilities or equipment from the key policy violation.

7.5.1.4 The Security Program Specialist will notify the appropriate Division Director of certain key policy violations:

- The second loss of keys within one year
- Extreme carelessness in safeguarding keys
- Apparent uncorrected key policy violations
- Duplication of Department keys

7.5.1.5 The loss of a "grandmaster" or other "master" key, (those keys that open more than one facility) will be considered to be a more serious infraction of the Policy and Procedure and may be treated as such when discipline is given. The loss of a "master" key may result in suspension, demotion or dismissal depending upon the severity of the loss of security. Security cores J and K series shall be included and considered "masters".

7.5.2 Any non-employee who loses a key(s) will lose his or her key deposit and will also be billed for any necessary or desirable recoring if there is any indication of not having taken conscientious care of the key(s).

7.6 Forced Entry without a Key

7.6.1 When time permits, a person may force entry only after telephoning and coordinating with the Security Program Specialist during working hours, or with the Parks Duty Officer during off-hours.

7.6.2 When time does not permit this coordination, any person cutting a lock or otherwise forcing entry must report by telephone to the Security Program Specialist or Parks Duty Officer immediately thereafter, and follow-up in 24 hours with a written report to the Security Program Specialist via line management. The report must clearly state the necessity, the approving authority, the persons involved, and the resecuring action taken.

8.0 APPENDICES

- 8.1 Key Requisition Form
- 8.2 Key Assignment Card
- 8.3 School/Parks Agreement: Procedure for Issuing School District Facility Keys and Procedure for Issuing Parks Department Facility Keys

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revised 12/16/02 DRAFT

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EXHIBIT A

PROCEDURE FOR ISSUING SCHOOL DISTRICT FACILITY KEYS
TO DEPARTMENT OF PARKS & RECREATION PERSONNEL

Parks Department use of School District facilities is governed by the conditions and provisions of the Agreement for the Joint Use of Facilities between Seattle School District No. 1 and the City of Seattle Department of Parks and Recreation. Issuance of keys to Parks personnel for use of School District facilities shall also be governed by the Joint Use Agreement.

The following procedures will apply to all requests by the Parks Department for keys to School District facilities:
School District Keys to Parks Department personnel shall be issued in accordance with existing Parks Department key control policies.

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EXHIBIT B

PROCEDURE FOR ISSUING PARK-DEPARTMENT FACILITY KEYS
TO SCHOOL DISTRICT PERSONNEL

School District use of Park Department facilities is governed by the conditions and provisions of the Agreement for Joint Use of Facilities between Seattle School District No. 1 and the City of Seattle Department of Parks and Recreation. Issuance of keys to District personnel for use of park facilities shall be limited to the requirements of the Joint Use Agreement.

The following procedures will apply to all requests by School District for keys to Park Department facilities.

A. All Uses of Park Facilities must be by Permit.

1. The Principal or Program Manager shall submit an application which identifies:
 - a. The Park Department spaces requested
 - b. The dates and hours of use
 - c. The number of keys needed

(Use the Principal's Building Use Form and route through Area Administration. Operations will forward this form to the Park Department.)

2. Upon receipt of a permit, the school shall notify Operations and they will issue the required keys.

B. General Guidelines for Park Department Keys

1. The cost for any rekeying of a Park Department facility to provide controlled access by a School District program shall be borne by the School District.
2. The District Operations office will obtain the number of keys needed for each Parks Department facility to which permits are issued.
 - a. Operations shall identify key requirements by facility, by doors to be accessed at each facility, and by numbers of individuals requiring access to each door.
 - b. Those requirements shall be transmitted to the Key Control Office.
3. The Key Control Office shall deliver needed keys to the District Locksmith. Such keys will become the responsibility of the locksmith who will not reproduce any Parks Department keys.
4. The Operations Office will process all key requests per A-2 above, and keys will be hand-delivered to the Principal or Program Manager.

PROCEDURE FOR ISSUING PARK DEPARTMENT
FACILITY KEYS TO SCHOOL DISTRICT PERSONNEL
Page 2

5. At the end of each school year, all Park Department keys issued in the District will be picked up by an Operations Section Supervisor and returned to the District Locksmith.
6. At the start of the next school year, the process will be repeated.

C. Key Security

1. Park Department keys shall be considered the same as a master key.
 - a. Evidence of key duplication will result in suspension of key privileges at that facility.
 - b. The cost of rekeying the facility to re-establish security shall be borne by the School District.
2. Key Loss or Misplacement
 - a. In the event of key loss or misplacement, the District Security Office is to be notified immediately giving the location of the facility and clearly identify that the key is for a non-District facility.
 - b. Failure to recover the keys or evidence of compromise will result in rekeying as in C-b above.
 - c. Failure to account for all keys issued to a school at the end of the school year will also result in rekeying as in C-b above.



[illegible]

Facility Name: _____

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CITY
CLERK

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KEY REQUISITION FORM

FACILITY: _____ PHONE: _____
Name _____ Title _____ Dept. or non-Dept _____ ***

___ Permanent Employee ___ Temporary Employee ___ New Employee
___ Lost/Stolen** ___ Transferred Employee**
___ Other _____

Access Location/Description of Use (facility, area, task):

Key Series Required:

1. _____
2. _____
3. _____
4. _____

PRIORITY: ___ Emergency ___ Routine Is Sonitrol clearance required? ___ yes ___
no

Approval Signatures:

Requesting Supervisor:

_____ *print or type name* *signature* *date*

Section or Program Manager:

_____ *print or type name* *signature* *date*

Division Director*

_____ *print or type name* *signature* *date*

Security Supervisor *

_____ *signature* *date*

On completion forward to the Customer Support Unit, Mailslot 25

Key Processing:

Administrative Specialist/Customer Support Services Staff

_____ *signature* *date*

- * Only required for issue of all master keys, replacement of lost keys, and issue to non-employees.
- ** A key audit is required if keys were lost, stolen or employee has transferred. If requested key is a replacement for assigned facility key, attach memo written by KEY HOLDER explaining loss.
- *** \$50 deposit required for each key issued, unless reduced or waived by the appropriate Director.

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B-65 (6/99)



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EXHIBIT "D"
DELINQUENT PAYMENTS

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November 17, 199
artf.ord
(Ver. 5)

RECEIVED

199

CONTRACT SERVICES

ORDINANCE

117969

AN ORDINANCE relating to all City Departments, to provide authority to each Department to assess interest and monetary penalties on delinquent bills owed to the City.

WHEREAS, the City of Seattle, through its Departments, provides a wide variety of goods and services to other persons, including individuals, corporations, and other governmental entities; and

WHEREAS, the City provides such goods and services in full expectation of being paid for the same, and accordingly issues billings for such goods and services; and

WHEREAS, the City's Departments desire to develop a more consistent policy on imposing interest and penalties compatible with the diverse array of goods and services provided by the City; and

WHEREAS, it is in the interests of all citizens of the City, and those persons who pay in a timely manner, that recipients of goods and services who are delinquent in paying shall pay interest and/or monetary penalties upon such delinquent billings, so that the City shall not suffer financial loss and the delinquent payor shall not obtain financial gain from late payment of such bills;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Except as set forth in Section 2 below, or by ordinance, each City Department shall charge simple interest of 1 percent per month on all bills in excess of \$50 which remain unpaid

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November 17, 199
actr.ord
(Ver. 5)

3
4 after the due date Interest shall be computed from the due date and
6 shall accrue until paid in full

7 Section 2 Nothing in this ordinance shall invalidate the
provisions of any ordinance, presently or hereafter enacted, relating
to the charging of interest and/or penalties for specific City
10 Departments Any specific contractual provision or provisions
11 including, but not limited to, those in loan agreements, promissory
12 notes, mortgages and deeds of trust, and security agreements)
3 presently or hereafter entered into between the City and a person
14 relating to the charging of interest and monetary penalties shall not
15 be invalidated by this ordinance.
16

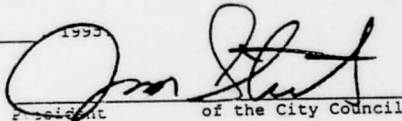
17 Section 3. The assignment of any delinquent invoice by any City
18 Department to the Department of Finance, the City Attorney's Office,
19 or any private collection agency, shall not negate the accrual of
20 interest and monetary penalties, pursuant to the provisions of this
21 ordinance

22 Section 4. In addition to, or as an alternative to, the charging
23 of interest as set forth above, each City Department may by rule
24 pursuant to the administrative code, charge or assess penalties,
25 monetary or otherwise, on any bill, including those of \$50 or less,
26 which remains unpaid after the due date

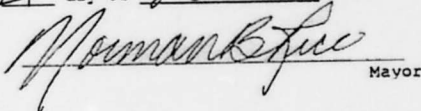
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Section 5 This ordinance shall take effect and be in force
thirty (30) days from and after its approval by the Mayor, but if not
approved and returned by the Mayor within ten (10) days after
presentation, it shall take effect as provided by Municipal Code
Section 1.04.020

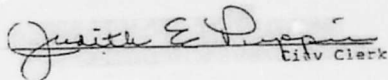
Passed by the City Council the 18 day of December, 1995,
and signed by me in open session in authentication of its passage this
18 day of December, 1995


President of the City Council

Approved by me this 21 day of December, 1995


Mayor

Filed by me this 22 day of December, 1995


City Clerk

(Seal)

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10/31/2002

EXHIBIT "E1"

DPR'S MAJOR MAINTENANCE OBLIGATIONS

DPR shall provide and be responsible for all major maintenance of the Premises, all at no cost to Seward Park Art Studio, including but not limited to:

1. Electrical, mechanical systems, and utility delivery systems.
2. All necessary maintenance and repairs to the roof.
3. All necessary maintenance and repairs to the exterior shell.
4. All necessary maintenance and repairs to the exterior doors of the facility.
5. All necessary maintenance and repairs necessary as a result of any failure of the roof, exterior shell and exterior doors of the Premises.

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EXHIBIT "E2"

SEWARD PARK ART STUDIO'S PREVENTATIVE & CUSTODIAL CARE
OBLIGATIONS

During the term of this Agreement and any extension thereof, the Seward Park Art Studio, at no cost to the City, shall make all routine maintenance and repairs to the Premises, including but not limited to:

1. Heating, ventilating, and electrical systems.
2. Glass panes.
3. Boiler.
4. Plumbing.
5. Lighting, including fixtures and equipment.
6. Furniture.
7. Any other items in accordance with all applicable statutes, City ordinances, and directions or regulations of the proper public authorities.
8. Seward Park Art Studio shall make sure that all production decisions regarding electrical services meet the applicable fire code regulations.

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Department Policy & Procedure

Subject: Supplemental Use Management Guidelines for Seward Park and Lake Washington Boulevard South		Number 060-P 7.13.1.3
		Effective June 1, 1982
		Supersedes N/A
Approved:	Department: Parks & Recreation	Page 1 of 3

1.0 PURPOSE

- 1.1 To define the permissible activities and requisite conditions for normal use and special events at Seward Park and Lake Washington Boulevard South.
- 1.2 Excluded from these guidelines are the Seward Park Art Studio, the annual Seafair Hydroplane Races, the fireworks display associated with the Rainier Pow Wow Event, and the Seward Park Fish Hatchery, which shall be operated in accordance with the existing contract between the Department and the University of Washington.

2.0 ORGANIZATIONS AFFECTED (in addition to those mentioned in reference 3.1.)

- 2.1 Seward Park Concerned Citizens Committee
- 2.2 Lakewood-Seward Park Community Council
- 2.3 University of Washington, College of Fisheries

3.0 REFERENCES

- 3.1 Policy and Procedure 060-P 7.13.1, Use Management Guidelines for Parks and Recreation Facilities.

4.0 POLICY - The use of Seward Park/Lake Washington Boulevard South is governed by reference 3.1 and the guidelines of this Policy and Procedure.

4.1 Normal Use

- 4.1.1 Acceptable normal use of Seward Park/Lake Washington Boulevard South shall generally be limited to informal drop-in activities.

4.2 Special Events

4.2.1 Permissible special events:

- Community fairs (see paragraph 4.2.3)
- Crew racing (rowing events)
- Running events (see paragraph 4.2.4)

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- Bicycle Sundays
 - Other bicycling events (see paragraph 4.2.6) - Concerts and plays (see paragraph 4.2.5)
 - Events for handicapped
 - Day camps
 - Political rallies or First Amendment events
 - Orienteering meets
- 4.2.2 Scheduled activities at Seward Park/Lake Washington Boulevard South shall not interfere with on-going Art Studio programs.
- 4.2.3 Guidelines for Community Fairs
- 4.2.3.1 Limited to two consecutive days per event.
- 4.2.3.2 Limited to daylight hours to avoid disturbing surrounding neighborhoods after dark.
- 4.2.4 Guidelines for Running Events
- 4.2.4.1 The Department will make every effort to limit running events requiring the total closure of Lake Washington Boulevard South to one a month and no more than 12 per year. All requests for total closure shall be carefully reviewed, but the Director of Recreation Programs will review requests in excess of the preceding guideline with community groups and approve only those which do not cause undue hardship for the community.
- 4.2.4.2 Running events requiring the partial closure of Lake Washington Boulevard South, i.e., closure of one lane of traffic, shall be limited to a number that will not cause undue hardship to the community. Starting such events within Seward Park shall be considered whenever possible to reduce the impact associated with large groups of runners.
- 4.2.4.3 Applications for running events involving the total or partial closure of Lake Washington Boulevard South shall be submitted at least 6 weeks in advance of the event. The Permit Coordinator will notify the president of the Seward Park-Lakewood Community Club and the president of the Seward Park Concerned Citizens Committee or their designated representatives at least 15 days in advance of such events.
- 4.2.4.4 Traditional or historic running events will be given priority in scheduling.
- 4.2.5 Guidelines for Concerts and Plays
- 4.2.5.1 Musical events that generate unduly large crowds or exceed noise levels set forth in the Seattle Municipal Code 25.08.520 are prohibited in Seward Park.

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4.2.5.2 All scheduled concerts are subject to review by the Performing and Visual Arts Manager.

4.2.6 Guidelines for Bicycling Events

4.2.6.1 Bicycle Sundays shall be scheduled for Lake Washington Boulevard South between Colman Park and Seward Park one Sunday per month during the months of May through October. The closure of Lake Washington Boulevard South for this purpose shall extend from 10 am- to 6 p.m.

4.2.6.2 Bicycle races involving the closure of Lake Washington Boulevard South shall be limited to two per year.

4.2.6.3 Traditional or historic bicycle races will have priority in scheduling.

4.3 Concession and Vending Guidelines

4.3.1 Permissible concession activities at Seward Park are limited to:

- food
- roller skating
- vending associated with a special event
- bike rental

5.0 DEFINITIONS - See reference 3.1.

6.0 RESPONSIBILITY - See reference 3.1.

7.0 PROCEDURES - See reference 3.1.

8.0 APPENDIX

8.1 These guidelines are issued in accordance with the Administrative Code of the City of Seattle, and public hearings were held during the Park Board meetings on 21 May, 4 and 18 June 1982.

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10/31/2002

EXHIBIT "F"

PARKS STANDARDS

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Department Policy & Procedure

Subject: PREVENTIVE MAINTENANCE OF BUILDINGS AND UTILITIES		Number 060-p 5.5.1
		Effective Oct 9, 1974
		Supersedes
Approved:	Department: Parks & Recreation	Page 1 of 5

1.0 PURPOSE

- 1.1 To provide Department employees with guidelines to enhance a program of preventive maintenance of Department buildings and utilities.

2.0 ORGANIZATIONS AFFECTED

- 2.1 Department of Parks and Recreation

3.0 REFERENCES

- 3.1 N/A

4.0 POLICY

- 4.1 The policy of the Department of Parks and Recreation shall be to maintain a preventive maintenance program in order to minimize breakdowns of mechanical systems or equipment that are a part of a fixed facility within the Parks and recreation system.

5.0 DEFINITIONS

- 5.1 N/A

6.0 RESPONSIBILITY

- 6.1 It shall be the responsibility of the Facility maintenance Supervisor to conduct routine maintenance inspections and be responsible for all such inspections.

7.0 PROCEDURE

- 7.1 The Park Maintenance Shop under direction of the Facility Maintenance Supervisor shall conduct routine maintenance operations, as follows:

7.1.1 Carpenter Shop

- 7.1.1.1 Locks in buildings: Adjust and lubricate yearly



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7.1.1.2 Building gutters: Clean and replace yearly

7.1.1.3 Building roofs: Clean and repair every 6 months

7.1.1.4 Building downspouts:
Clean and replace plumbing and Metal
Shops to assist as required) yearly

7.1.1.5 Building doors: Adjust and refit as required. Check and service closers
and panic hardware as required 6 months

7.1.2 Electric Shop

7.1.2.1 Building electrical systems:
Check panels, switches, light ballasts yearly

7.1.2.2 Automatic irrigation systems:
Service controllers, check for proper operation, store controllers in winter
and replace in spring yearly

7.1.2.3 Field lighting:
Check for proper operation, relamp as required, check panels 6 months

7.1.2.4 Sound equipment:
Check for proper operation, store when not in use. Check, tubes and
replace as required. Check microphones and cords. 6 months

7.1.2.5 Electric motors:
Lubricate and check bearings not in major buildings; Mechanic Shop
Services motors in major
buildings 6 months

7.1.2.6 Hoists, elevators and tram:
Check for proper operation: lubricate motors: service controls as required. 6 month:

7.1.2.7 Intercoms:
Check for proper operation.
Tube type: check tubes and replace as required

7.1.2.8 Air conditioners: Service per maintenance manual 1 month

7.1.3 Mechanical Shop

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- | | | |
|-----------|--|----------|
| 7.1.3.1 | Heating plants: | |
| | Adjust and service as required. | 6 months |
| | Change filters (air). | 1 month |
| | Check belts and replace as required. | 6 months |
| | Check fuel tanks for water. | 6 months |
| 7.1.3.2 | Steam Boilers (SB)/Hot Water Boilers (HWB): | |
| | Blow down SB low-water cut-off controllers while burner is running and make sure burner cuts off | 1 week |
| | Test HWB low-water cut-off controller and make sure it turns off burner | 1 week |
| | Clean strainers on black, oil plants | 1 week |
| | Check burners for correct firing | 1 month |
| | Lubricate bearings | 6 months |
| | Punch flues on black oil plants | 1 week |
| 7.1.3.3 | Electric motors in major buildings: | |
| | Lubricate and check bearings | 6 months |
| | Check couplings and belts | 6 months |
| | Check brushes and commutators or slip rings | 6 months |
| 7.1.3.4 | Pumps: irrigation, sewage, circulating | |
| | Check couplings and belts | 6 months |
| | Lubricate | 6 months |
| | Check and adjust seals | 6 months |
| | Check for proper operation | 6 months |
| 7.1.3.5 | Hoists and elevators: | |
| | Check for proper operation and lubricate as required | 6 months |
| | Adjust brakes | 6 months |
| 7.1.3.6 | Steel structures | |
| 7.1.3.6.1 | Diving, Standards | |
| | Check and repair as required | yearly |
| 7.1.3.6.2 | Bridge (Carkeek) | |
| | Check and repair as required | 6 months |
| 7.1.3.6.3 | Driveway, road gates | |
| | Check and repair as required | 6 months |
| 7.1.3.7 | Fire extinguishers: | |
| | Check and recharge or replace as required | 6 months |
| 7.1.4 | Paint Shop | |

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7.1.4.1 Roofs

7.1.4.1.1	Shingle and Shake Treat with wood preservative	5 years
7.1.4.1.2	Bare asphalt Coat with aluminum coating	5 years
7.1.4.2	Benches and tables, fixed: Paint or clear finish	2 years
7.1.4.3	Signs, facility: Paint	2 years
7.1.4.4	Trash cans: Paint	1 year
7.1.4.5	Building exteriors: Paint wood trim siding and sash Waterproof masonry Paint steel sasy	5 years 10 years 5 years
7.1.4.6	Tennis Courts: Paint lines Paint fences Paint playing court surfaces as required	1 year 10 years
7.1.4.7	Gymnasium floors: Playing surface Lines	as required as required
7.1.4.8	Fences and backstops: Paint	10 years
7.1.4.9	Building interiors: Paint	8 years
7.1.4.10	Boats: Paint	yearly
7.1.4.11	Piers: Treat with preservative	10 years
7.1.4.12	Bleachers: Paint or clear preservative	5 years
7.1.4.13	Swimming Floats: Non-skid paint	yearly

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7.1.5 Plumbing Shop

7.1.5.1 Irrigation systems:

7.1.5.1.1 Automatic
Check for proper operation and repair as required 6 months
Winterize/dewinterize Fall/Spring

7.1.5.1.2 Manual
Check for proper operation and repair as required yearly
Winterize/dewinterize Fall/Spring

7.1.5.2 Boilers

7.1.5.2.1 Steel
open for inspection and close after yearly
Check relief valve(s) yearly
Check and service automatic
fill yearly

7.1.5.2.2 Cast Iron
Check relief valve(s) yearly
Check and service automatic fill yearly

7.1.5.3 PRVs and strainers:
Check for proper operation and clean or blow down strainers. Repair or
adjust as required yearly

7.1.5.4 Downspouts:
Assist carpenters in cleaning as required

7.1.5.5 Fire Sprinkler Systems:
Check for proper conditions and make corrections as required 6 months

7.1.5.6 Building plumbing:
Check all flushometers and faucets for proper operations and service as
required 6 months
Winterize and dewinterize non-heated buildings Fall/Spring

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10/31/2002

ATTACHMENT 1 : CONDITIONS REQUIRING REPAIR

The following repairs shall be made by DPR by the dates indicated [no dates indicated]:

1. The City shall ensure that the Premises comply with all applicable Parks standards for the exterior premises.
2. The City shall repair any roof leaks and ceiling damage caused by water damage due to leaky roof, including removing all mold and mildew.
3. The City shall purchase and install a small replacement HVAC unit.
4. The City shall (a) inspect, repair and replace those portions of the large existing HVAC unit necessary to bring it to a standard that will provide appropriate operation within the interior space; (b) test heat exchanger for leaks; and (c) make any needed repairs or replacements so that HVAC unit meets operating standards for the Parks system.

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10/31/2002

ATTACHMENT 2: INVENTORY OF EQUIPMENT BELONGING TO DPR ON PREMISES

[Add inventory of equipment on the Premises that belongs to the City--
SEWARD PARK ART STUDIO will provide a draft inventory for review by DPR]

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STATE OF WASHINGTON - KING COUNTY

--SS.

155736
City of Seattle, Clerk's Office

No. TITLE ONLY ORDINANCES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 121077-081

was published on 78, 79, 80

3/10/2003

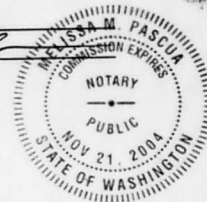
J. Stedman

Subscribed and sworn to before me on

3/10/2003

Michael J. Pascua
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on February 18, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 594-8344.

ORDINANCE NO. 121061

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121060

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and over, under and across a portion of Magnolia Park to King County for the purpose of installing, constructing, operating, maintaining, removing, repairing and replacing waste pipelines along with all connections, manholes and appurtenances thereto, together with the right to ingress to and egress from said portion of Magnolia Park, and to accept payment and reimbursement therefor.

ORDINANCE NO. 121079

AN ORDINANCE relating to the Department of Parks and Recreation, directing issuance of a supplemental City Catalogue pursuant to Subsection 5.7A.010 B of the Seattle Municipal Code containing the Department of Parks and Recreation programs designated in this ordinance, and removing from the City's Gift Catalogue the Department of Parks and Recreation programs now contained in it.

ORDINANCE NO. 121078

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the execution of a Temporary Use, Occupancy and Maintenance Agreement with Seward Park Art Studio, Inc. for the provision of ceramic and other visual arts programs to the public.

ORDINANCE NO. 121077

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and over, under and across a portion of O.O. Denny Park to King County for the purpose of installing, constructing, operating, maintaining, removing, repairing and replacing a sewer interceptor rock collection box along with all connections, manholes and appurtenances thereto, together with the right of ingress to and egress from said portion of O.O. Denny Park, and to accept payment and reimbursement therefor.

Date of publication in the Seattle Daily Journal of Commerce, March 10, 2003.

2/18/12/2003