

Ordinance No. 121581

Council Bill No. 114995

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center House for use by non-profit arts organizations and individual artists.

CF No. _____

Date Introduced: <u>AUG 16 2004</u>		
Date 1st Referred: <u>AUG 16 2004</u>	To: (committee) <u>Parks, Neighborhoods & Education</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>9/7/04</u>	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor: <u>9/8/04</u>	Date Approved: <u>9/13/04</u>	
Date Returned to City Clerk: <u>9/13/04</u>	Date Published: <u>2pp</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Paula

Aye: Della
Nay: Ø

Committee Action

9/7/04 PASSED 9-0

This file is complete and ready for presentation to Full Council. Co

Law Department

Law Dept. Review

OMP
Review

Dns
City Clerk
Review

me
The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

DELLA

David J. Della
Councilmember

Aye: Della
Nay: *Ø*

Committee Action:

9/7/04 PASSED 9-0

This file is complete and ready for presentation to Full Council.

Committee:

(initial/date)

Law Department

Law Dept. Review

OMP
Review

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City Clerk
Review

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NOTICE
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ORDINANCE 121581

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center House for use by non-profit arts organizations and individual artists.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director or her designee is authorized to execute, for and on behalf of The City of Seattle, an agreement with Theatre Puget Sound substantially in the form of the agreement attached hereto and identified as "LICENSE AGREEMENT BETWEEN SEATTLE CENTER AND THEATRE PUGET SOUND" (Attachment 1) under which Theatre Puget Sound will operate and manage certain spaces in the Seattle Center House for use by non-profit arts organizations and individual artists, for a term ending December 31, 2008.

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

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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.

Passed by the City Council the 7th day of September, 2004, and signed by me in open session in authentication of its passage this 7th day of September, 2004.

[Signature]
President of the City Council

Approved by me this 13th day of Sept., 2004.

[Signature]
Gregory J. Nickels, Mayor

Filed by me this 13th day of Sept., 2004.

[Signature]
City Clerk

(Seal)

Attachment 1: LICENSE AGREEMENT BETWEEN SEATTLE CENTER AND THEATRE
PUGET SOUND



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Attachment 1

**LICENSE AGREEMENT
BETWEEN
SEATTLE CENTER AND THEATRE PUGET SOUND**

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August 2, 2004

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Attachment 1 to TPS Ordinance



PARTIES

This License Agreement entered into by The City of Seattle (hereinafter called "City") a First Class City of the State of Washington, acting by and through the Director of the Seattle Center Department or such official's designee (hereinafter called "Director") and **Theatre Puget Sound**, a non-profit Washington Corporation (hereinafter called "Licensee") witnesses that:

FACILITY (IES) PURPOSE/PERIOD (S) OF USE

In order to further the vision of the Seattle Center, home to the finest artistic organizations in The City of Seattle, and in conjunction with the vision of Theatre Puget Sound, the City enters into this Agreement with Theatre Puget Sound for the purpose of providing space at below-market rates for non-profit arts organizations and artists to develop, teach and/or perform their creative products.

The City hereby grants to Licensee a license to manage and operate the Seattle Center House 4th floor multi-room Theatre 4 and the Center House Theatre complex, including dressing rooms and lobby area (as further described below and hereinafter called "the Premises") from January 1, 2004 to December 31, 2008, subject to all of the terms and conditions hereof. Licensee shall rent the Premises on a short-term basis to non-profit organizations and individual artists, including performing and visual artists, theatrical production organizations, educational organizations and City-approved meeting, festival, or other clients (hereinafter called "Renters"), for ticketed performances, related rehearsals and other City-approved functions or activities.

The Premises Description:

Portions of the building at Seattle Center commonly known as "Seattle Center House" and located on the following real property:

Lot 1-12, Block 46, D.T. Denny's Third Addition to North Seattle, according to plat recorded in Vol. 1 of Plats, Page 145, Records of King County, Washington.

Those portions of the Seattle Center House subject to this License Agreement are identified as follows (but may be altered by discretion of Seattle Center Director and if so, TPS will be provided reasonable notice of any changes):

- A. Center House, fourth floor, Rooms A, B, C, D, E, F, and H, and Suite No. 401, consisting of approximately 7,826 square feet. Room H is referred to in this License Agreement as "Theatre 4."
- B. Center House, fourth floor, Room G shall be included on a temporary basis with status to be reviewed periodically with the Director.
- C. Center House, first floor, Center House Theatre, including rehearsal halls, dressing rooms, and main lobby, consisting of approximately 9,000 square feet.

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LICENSE FEE

A. Definition of "Gross Receipts". As used in this License Agreement, "Gross Receipts" means the total fees realized by Licensee from rental of the Premises by Renters, including all deposits not refunded to Renters.

"Gross Receipts" does not include the amount of money refunded to and not merely credited to the account of licensees; the Washington State sales tax and any other tax imposed by any government agency directly on sales; and admission taxes collected by Licensee. (Business and occupation taxes are not taxes imposed directly on sales and shall not be deducted from the amount of "gross receipts" reported to the City.) "Gross Receipts" shall not include any fees Licensee receives from third party Renters for theater technical support or services; maintenance fund collections, receipts from food vending concessions; and Licensee's share of any ticket revenues from theatrical performances.

B. Revenue Sharing Terms and Other Financial Obligations to the City.

1.) Management Fees. Licensee shall pay the City fifty percent (50%) of all Gross Receipts. Fees shall be paid semiannually, according to the schedule in Section 4.

2.) Maintenance Fund. Licensee shall collect twenty-five dollars (\$25.00) from the Renter for every performance in Theatre4 and the Center House Theatre. These amounts shall be deposited in a separate interest-bearing account at a depository approved by the Director and shall be used solely to maintain and replace theatrical equipment and to maintain the Premises. The City's and Licensee's designated representatives shall meet from time to time, but no less frequently than once per year to discuss and mutually agree upon the expenses that will be paid for from this maintenance account. No expenditure from the maintenance account shall be made without the approval of the City. Licensee shall remit the balance of the funds in the maintenance account to the City at the expiration or termination of this Agreement. All theatrical equipment shall become the property of the City upon termination of this Agreement.

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TIME AND PLACE OF PAYMENT.

A. Due Date: Payment of fees to the City shall be made each year according to the following schedule:

<u>Use Period</u>	<u>Due Date</u>
January 1st - June 30 th	July 15
July 1 st - December 31 st	January 15

B. Place of Payment. All payments shall be delivered to The City of Seattle, Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington, 98109, or to such other address as the Director shall specify by notice to Licensee.

C. Delinquencies. All sums due and owing to the City shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event of any delinquency, Licensee shall also pay the City a service charge of Fifty Dollars (\$50.00) per month, or such larger sum as may be established by ordinance, for each month the delinquency continues plus interest on such delinquent sum at the rate of one and one-half percent (1½%) per annum, or such larger percentage as may be established by ordinance, from the date due to the date of payment.

D. Returned Check, Insufficient Funds. If any payment or check for payment is returned for insufficient funds, Licensee shall owe as an administrative charge an additional \$20.00, or such larger sum as may be established by ordinance.

USE OF PREMISES BY SEATTLE CENTER.

Notwithstanding any provision of this Agreement to the contrary, Seattle Center shall have the right to use the following portions of the Premises at the times and for the purposes indicated, without any fee being assessed:

A. Fourth Floor Rooms.

Set-up and restoration of Premises for all listed activities are the responsibility of Seattle Center personnel.

1.) Annual Summer Academy:

2004	July 21 – August 6
2005	Comparable Dates
2006	Comparable Dates
2007	Comparable Dates
2008	Comparable Dates



2.) Miscellaneous Academy Needs:

Five (5) additional free days in each room, to be used on a space available basis.

3.) Seattle Youth Involvement Day –

2005 March 22-23
2006 March 21-22
2007 Comparable Dates
2008 Comparable Dates

4.) Manana Coalition Latino Youth Conference

2005 February 10-11
2006 February 9-10
2007 Comparable Dates
2008 Comparable Dates

B. First Floor Rooms.

1.) Academy:

Set-up and Restoration of Premises is the responsibility of Seattle Center Personnel,

2004 July 21 – August 6
2005 Comparable Dates
2006 Comparable Dates
2007 Comparable Dates
2008 Comparable Dates

2.) Seattle Center Festivals:

Set-up and restoration of Premises is the responsibility of each Festival.

2004 SICF May 10 – 15
2004 Folklife May 26 – May 31
2004 Bumbershoot May Sept. 4 – 6
2005 - Comparable Dates
2008

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Festival and Academy dates must be secured with Theatre Puget Sound at least 9 months in advance, as the seasons of Renters must be scheduled around these dates.

C. Miscellaneous Use:

Throughout the term of this Agreement and upon not more than forty-eight (48) hours' notice, either party shall have the right to schedule and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party.

On twenty (20) occasions per calendar year, the City shall have the right to schedule and use for its own purposes, without a fee being assessed, any first floor room in the Premises not already rented to a third party.

On ten (10) occasions per calendar year, the Licensee shall have the right to schedule and use for its own purposes, without a fee being assessed, any first floor room in the Premises not already rented to a third party.

SPECIAL CONDITIONS

PROGRAM AND NOVELTIES

Licensee is authorized to permit Renters of the Premises to sell programs, novelty items or other merchandise during occupancy of the Premises by such Renters.

FOOD AND BEVERAGE CONCESSIONS

Licensee is authorized to sell, and to permit Renters of the Premises to sell, concession food or beverage classified as "Exempt" under the Seattle Food Code, during occupancy of the Premises by Licensee or Renters.

UTILITIES AND CUSTODIAL SERVICES

1st Floor: The City shall provide heating and lighting for the Premises and will provide and service recycling containers and waste receptacles in the hallways. The City will provide custodial services for the Center House Theatre not more than 12 occurrences annually. The City shall maintain and provide supplies for non-theatrical lighting needs and heat/air conditioning in the Center House Theatre complex.

4th Floor: The City shall provide basic custodial services to the fourth floor facilities at least one time per week. These services shall include trash removal, sweeping and dust mopping, and wet mop or scrubbing of floors. From time to time, based upon Seattle Center's assessment of the level of soil and wear, the City will provide window cleaning, horizontal surface dusting, and waxing and buffing of the floors, all to a level comparable to that provided to other City-occupied Center House facilities. The City shall maintain and provide supplies for light fixture needs and heat devices in the 4th Floor rooms. The City may elect, but shall not

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be obligated, to provide additional custodial services for the Premises. Costs for other services such as telephones, and cleaning and custodial services beyond those provided by the City are to be borne by Licensee.

HOURS OF OPERATION

No member of the general public shall be permitted on the Premises outside the official hours of operation for the Seattle Center House except in accordance with procedures approved by the Director. Unless approved, all members of the public who are not Licensee employees, Licensee-contracted workers or theater production staff must leave the Seattle Center House before its closing time. Licensee shall inform the City with as much prior notice as possible if it will have employees, contracted workers or production staff in the Seattle Center House after hours and provide the Seattle Center Emergency Services Unit with a roster of these personnel.

INSURANCE

Licensee shall obtain, and maintain continuously for the term of this Agreement, at no expense to the City, occurrence form Commercial General Liability insurance with endorsements, including business vehicle coverage and any other insurance required to provide coverage against any and all costs, expenses, and damages that may result from Licensee's or Renters' use and occupancy of the Premises. Minimum limit of coverage shall be \$1,000,000 each occurrence. For any event in which pyrotechnics are used, the minimum limit of coverage shall be \$2,000,000 each occurrence. Carrier is subject to approval of the City.

Such insurance shall be endorsed to include The City of Seattle, its officers, employees, and agents as additional insured, and provide that the coverage shall not be reduced, canceled or materially changed without forty-five days' prior written notice to the City's address set forth herein.

Such insurance shall include a provision (whether by endorsement or otherwise) indicating that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance shall apply (a) as if each party insured thereunder (whether as named insured or additional insured) were the only party insured by such policy (ies), and (b) separately to each party that is insured thereunder and against whom a claim is made or suit is brought.

Not less than eleven (11) business days prior to the commencement of Licensee's or any Renter's use of the Premises pursuant to this Agreement, Licensee and Renter(s) shall deliver to the City's address as set forth herein, a duplicate (photocopy or facsimile acceptable) of the insurance policy with its endorsements as evidence of coverage. Approval of insurance is a prerequisite to Licensee's or Renters' use or occupancy of the Premises.

Coverage for Theater Activities: Licensee shall ensure that liability coverage(s) of levels satisfactory to the City are secured for performances in Theatre4 and the Center House Theatre, and that the City of Seattle is named as an additional insured on all such insurance policies. All such insurance shall provide coverage on a "per occurrence"



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rather than on a "claims made" basis, and shall be primary to any other insurance that may be apply to the insured activities.

INDEMNIFICATION

The Licensee shall indemnify and hold the City harmless from any and all losses, claims, actions, or damages suffered by any person or entity by reason of or resulting from any negligent or intentional act of omission of the Licensee or any of its agents, employees, patron or Renters in connection with use or occupancy of the Premises, including trademark, patent, and copyright infringement; and in the event any suit or action is brought against the City, the Licensee, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Licensee 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, or agents; Provided, however, that nothing contained in this section shall be construed as requiring the Licensee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its officers, employees, or agents. For purposes of this Agreement and for the benefit of the City only, Licensee hereby waives its immunity under Title 51 RCW or other employee benefit act.

ASSIGNMENT AND SUBCONTRACTING

Licensee shall not assign, transfer, convey or encumber this Agreement or its rights hereunder or sublicense any interest herein without the Director's prior written consent.

TERMINATION

The City shall have the option to terminate this License agreement for convenience without recourse to the Licensee at any time upon thirty (30) days notice.

AMENDMENTS

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

EFFECTUATION OF AGREEMENT

This License must be signed by Licensee and returned to the City at the address set forth below, on or before thirty days from the date City Council approves legislation authorizing this agreement. Both parties agree that a faxed copy of the complete License agreement and Authorized Signature of Licensee are valid. In order to be effective, this Agreement must also be signed by the Director.

ACKNOWLEDGMENT OF NEGOTIATED LICENSE AGREEMENT.

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 this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

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IN WITNESS WHEREOF, the parties hereto have executed this license agreement by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

LICENSEE:

THEATRE PUGET SOUND

By _____
Scott Nolte
Board President

Date: _____

CITY:

THE CITY OF SEATTLE

By _____
Virginia Anderson, Director
Seattle Center Department

Date: _____

BUSINESS ADDRESSES FOR NOTICES:

LICENSEE:

Theatre Puget Sound
305 Harrison St. Ste. 401
Seattle, WA 98109-4645
PHONE NO.: 206-770-0370

CITY:

Manager, Contracts & Concessions
Seattle Center Department
305 Harrison, Room 312
Seattle, WA 98109-4645
PHONE NO.: 206-684-7114

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ACKNOWLEDGMENTS

STATE OF WASHINGTON) ss (Licensee's Acknowledgment)
COUNTY OF KING)

On this _____ day of _____, 20____, before me,
the undersigned, a Notary Public in and for the State of Washington, duly commissioned
and _____ sworn, _____ personally appeared
_____ to me known to be the
person described in the above, who executed the foregoing license agreement, and
acknowledged said license agreement to be the free and voluntary act and deed of such
Licensee for the uses and purposes therein mentioned, and on oath, stated that _____
was authorized to execute said License agreement for and on behalf of such Licensee.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature

(Print or Type Name)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON) ss (Acknowledgment for The City of Seattle)
COUNTY OF KING)

On this _____ day of _____, 20____, before me,
the undersigned, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared Virginia Anderson to me known to be the Director of
the Seattle Center Department of The City of Seattle, who executed the foregoing
license agreement, and acknowledged said license agreement to be the free and
voluntary act and deed of The City of Seattle for the uses and purposes therein
mentioned, and on oath, stated that she was authorized to execute said license
agreement for and on behalf of The City of Seattle.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature

(Print or Type Name)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires: _____



Ned Dunn
August 3, 2004
TPS Agreement
Version #2

Form revised March 16, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Center	Ned Dunn, 684-7212 John Merner 684-7124 Helaine Honig, Law, 684-8222	Eve Sternberg, 386-1119

Legislation Title:

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center House for use by non-profit arts organizations and individual artists.

• **Summary of the Legislation:**

This legislation authorizes execution of an agreement with Theatre Puget Sound (TPS) for TPS to operate and manage rehearsal and theatre spaces in Center House for use by non-profit arts organizations and individual artists. This agreement provides a continuation of a program and relationship with TPS that has existed since 1999. Under the terms of the agreement, TPS manages and rents the spaces to non-profit arts organizations and individual artists. Rent revenue is split 50/50 between the Center and TPS. This is the same financial arrangement as in the previous agreement with TPS. Rents are set at below market rates to make these facilities accessible and available to the local, non-profit arts community.

This program has been very successful, and the spaces are heavily used. Estimated rental revenue for 2004 is \$100,000, with \$50,000 going to TPS to support management of the spaces, and \$50,000 going to Seattle Center. Seattle Center provides heat, light, waste removal and limited cleaning. TPS manages all the bookings and collects the rent. A percentage of rental fees for the two theatre spaces goes into an equipment replacement fund to replace theatre equipment as needed. TPS is responsible for all other services and may make improvements to the space at their expense with the City's prior approval. Seattle Center retains use of the rehearsal and theatre spaces for the Seattle Center Academy, for the Bumbershoot, Folklife and International Children's festivals, and for a specified number of additional dates. The term of this agreement is five years, from 2004 through 2008.

While the terms of the agreement with TPS are unchanged, the form of agreement is changing from a lease agreement to a licensee agreement. This reflects the fact that TPS is managing a program for Seattle Center, but does not have exclusive use of the space it manages, which would be typical in a lease arrangement. Seattle Center retains control of the space managed by TPS, and the Center also determines the rental fees and the eligible users of the space (non-profit arts organizations and individual artists). Since the previous lease agreement ended at the end of 2003, TPS has been operating on a month-to-month basis, under the previous terms and

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conditions, pending execution of the new agreement. The new agreement gives Seattle Center the right to cancel the agreement at any time, by providing 30 days notice to TPS.

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

In 1998 the Seattle Symphony moved from their office spaces on the fourth floor of Center House to Benaroya Hall. In response to a growing trend of smaller arts groups losing their homes and rehearsal spaces due to the rising costs of real estate, Seattle Center and Theatre Puget Sound formed a partnership to use the former Symphony spaces as rehearsal spaces for non-profit arts organizations and individual artists. The need to provide operational assistance for small and mid-sized arts organizations and to provide opportunities for artists and arts organizations to use City facilities at reasonable costs was highlighted by the June 1999 report of the Seattle Arts Task Force. The report noted that smaller arts organizations and artists from theatre, dance, music and the visual arts were finding it increasingly difficult to find opportunities and space to rehearse and perform.

In 1999 Seattle Center rented office space on the fourth floor of Center House to TPS for one year. The space consisted of six separate office/classroom spaces and a smaller administrative office. TPS made these spaces available to local arts organizations and artists for a very nominal hourly fee for rehearsals and classes. Response from the arts community was overwhelming.

In 2000, the City Council authorized (Ordinance 120027) a four-year agreement with TPS, through the end of 2003. Also in 2000, with a combination of CIP and King County grant funds, Seattle Center created a small (80 seat) black box theatre in one of the fourth floor rooms operated by TPS, adding a performance space to the rehearsal spaces already in use. In 2001, the agreement with TPS was amended (Ordinance 120252) to include the Center House Theatre and related spaces on the first floor of Center House

The theatre and rehearsal spaces managed and rented by TPS are in heavy demand. In 2003, over 200 arts organizations and individual artists used these spaces, providing \$100,000 in revenue, split 50/50 between Seattle Center and TPS.

Theatre Puget Sound is a non-profit trade and service organization founded in 1997 to promote the spiritual and economic necessity of theatre to the public, and to unify and strengthen the theatre community through programs, resources, and services. TPS is a member-driven organization whose main goals are the nurturing of a healthy and vibrant theatre community, developing strong ties among the region's theatre professionals, raising the visibility of the region's theatre scene on national and international levels, and finding ways to develop new and diverse audiences.

- Please check one of the following:

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This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 X **This legislation has financial implications.** (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2004 Appropriation	2005 Anticipated Appropriation
			None	None
TOTAL				

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

Notes:

Anticipated Revenue/Reimbursement: Resulting From This Legislation: This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2004 Revenue	2005 Revenue
Seattle Center Fund (11410)	Seattle Center	50% of TPS Rental Fees	\$49,000	\$52,000
TOTAL				

Notes: TPS and Seattle Center share 50/50 rental fees from spaces in Center House managed by TPS. The above estimated 2004 Seattle Center revenue from rental fees from TPS-managed spaces is included in the Center's 2004 adopted budget. The 2005 rental fees revenue will be reflected in Seattle Center's 2005 budget.

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Ned Dunn
August 3, 2004
TPS Agreement
Version #2

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
None							
TOTAL							

* List each position separately

** 2005 positions and FTE are total 2005 position changes resulting from this legislation, not incremental changes. Therefore, under 2005, please be sure to include any continuing positions from 2004

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date): N/A

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2004 Expenditures	2005 Anticipated Expenditures
TOTAL				

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

Notes:

- **What is 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.)

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Ned Dunn
August 3, 2004
TPS Agreement
Version #2

If the City were to discontinue its five-year relationship with TPS, hundreds of individual artists and non-profit arts organizations would lose access to affordable rehearsal and performance spaces. Seattle Center would need to find other renters for this space to maintain the \$50,000 in annual revenue.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

Similar theatre and rehearsal spaces for non-profit arts organizations and individual artists would need to be developed in another location and made available at below market costs.

- **Is the legislation subject to public hearing requirements:** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)

No.

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

Please list attachments to the fiscal note below:

Exhibit 1. List of 2003 users of theatre and rehearsal spaces managed by TPS under its agreement with the City. (Included as part of Fiscal Note file.)

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Ned Dunn
August 3, 2004
TPS Agreement
Version #1

2003 Users of TPS Managed Spaces

13th Step	Douglas, BJ
3-B Productions	Dramatists & Actors Meeting Now
42nd Street	Eastside Musical Theatre
5th Avenue Theatre	Edge, The
5th Finger Productions	Edwards, Adam
ACT Theatre	Emerald City Swing
Akropolis Performance Lab	Empty Space Theatre, The
Allee, Jeannette	Evan Johnson Casting
Allgood, Anne	Evil Twin Productions
a-MUSE-ing Productions	Exchange Theatre
Armstrong, John	EX!Theatre
Art of Presence	Faga, John
Back Pocket Theatre	Felker, Brandon
Bald Face Lie	Fialkow, Deb
Ballard, Laurence	Flower Drum Song
Bared Feet Dance	Fort Awesome
Bellevue Civic Theater	Free Improvisers Guild
Beloved Productions	Friedt, David
Bergel, Herbert	Gaydar Productions
Berns, Christopher	Ghost Light Theatricals
Bledsoe, Bob	Gibson, Mary Jane
Book-It Repertory Theatre	Gilbert, Ron
Borwick, Bobby	Goldberg, Rebecca
Breskin-Auer, Nathan	Golden Fish Theatre
Broadway Bound Children's Theatre	Gormley, Sean
Burnt Studio Productions	Grampa's RV Productions
Cabaret Productions	Graves, Ryan
Caldwell, Jeff	Gray, Michelle
Campion, Amy	Green Wood Studio
Capitol Hill Arts Collective	Greenstage
Center School, The	Griffey, Dawn
ChalkDust Productions	Guinea Pigs
Chareeva Productions	Habit, The
Children's Museum, The	Haines, Glenn
Christianson, Kerry	Hamedani, Kevin
CHURCHONFIRE	Haray, Daniel
Civic Light Opera	Harlequin Productions
Classics Repertory Theatre Ensemble	Helen Machin-Smith
Coastline Productions	Hendler, Lauren
Colbert, Shannon	Hunter Koch Productions
Comedy Court	Ignacio, Benjamin
Cooper, Ezra	Imagination Company
Dance with Numbers	Improsia
Dave, Alpa	Intuitive Learning Systems
Dean, Sally	James Hesla
Desert Rose Productions	Jeff Schell
Dodger Theatrical	Jewish Family Services

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Exhibit 1 to Fiscal Note



Ned Dunn
August 3, 2004
TPS Agreement
Version #1

Kilpatrick, Joy
Klatt, Michael
Kunz, Tina
Layne, Margaret
Left Coast Theatre
Lencioni, Dino
Levin, Aaron
Limelight Productions
Lipschick
Macha Monkey Productions
Machete Broadcast Design
Mahaffey, Mike
Mama Mia Tour 2
Mamches, Val
Martin, Craig
McCullough-Carranza, Joy
McGruff, David
McKee, Katie
Mexican American Baile Folklorico
Montana Repertory Theatre
Moonlight Theatre Co.
Mullin, Heather
Newman, Eric
Northern Lights
Off Limits Improv Theater
One Lump or Two
Open Circle Theater
Open Door Theatre
Outcast Productions
Performing Hearts of Washington
Perry, Maren
PhotoAct
Pickle Tub Productions
Pickles, Hilary
Pineda, Tanja
Pipia, Joey
Poet's Theatre
Pork Filled Players
Pralle, Debra
Printer's Devil Theatre
Puget Sound Community School
Puget Sound Musical Theatre
Pushing Eels
Raas, Beth
Rabe, Mark
Raggedy Z Productions
Rainey Day Music
RainyDay Pictures

Rasa
Red & Me
Reid, Tony
Renner, Bryony
Repertory Actors Theatre
Ritnour, Maggie
Roscoe, Carol
SAG Seattle
Sanity Patrol Press
Sauk Mountain Playwrights
Sawyer, Brent
Sax, Greg
Seattle Children's Theatre
Seattle Festival of Improv Theatre
Seattle Film Institute
Seattle Fringe Festival
Seattle GOGA
Seattle Men's Chorus
Seattle Public Theatre
Seattle Shakespeare Company
Seattle Works
Seattle World Percussion Society
Serious Dogs
SIS Productions
SketchFest
Soma, Alyson
Strike Anywhere Productions
Summer Fun
Tacoma Actors Guild
Tacoma Museum of Glass
Taglmeyer, Dale
Tai Chi Yoga
Tango777
Theater Schmeater
Theater Simple
Theater That Matters
Theatre at Monmouth, The
Theatre Wide Open
Thinkfast Productions
Tumbo Productions
Turner, Helen
Tyler, Martha
Uncle Winky
Unexpected Productions
Urban Beat
Vadeboncoeur, Katjana
Vector Productions
Village Theatre

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Exhibit 1 to Fiscal Note



Ned Dunn
August 3, 2004
TPS Agreement
Version #1

White Raven Productions
White, Michael A.
White, Michael H.
Whitfield, Evan
Wiscomb, Joe
Woodinville Repertory Theatre
Woolverton, Katherine
World Music 2000
Zah-Zu-Zay

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Exhibit 1 to Fiscal Note





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 10, 2004

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

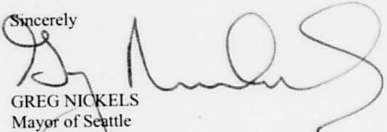
Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill that authorizes an agreement with Theatre Puget Sound (TPS) to manage and operate rehearsal and theatre spaces in Center House for use by non-profit arts organizations and individual artists. This agreement continues for another five years a very successful program serving the arts community that is based on a very successful partnership with Theatre Puget Sound.

While Seattle has a vibrant and growing arts community, our local emerging artists do not have enough affordable rehearsal space available to them. The agreement with Theatre Puget Sound helps address this problem by providing rehearsal and theatre spaces in Center House, managed by TPS, which serve approximately 200 artists and organizations annually. In addition to being the home to many premier arts organizations such as Seattle Opera, Seattle Repertory Theatre, Pacific Northwest Ballet, Seattle Children's Theater, and others, Seattle Center strives to provide accessible and affordable services to creative artists at all stages in their development. Since 1999, Theatre Puget Sound has successfully managed rehearsal and performance spaces for local artists, making these spaces available at very affordable fees, while generating up to \$50,000 in revenue for Seattle Center each year. The non-profit Theatre Puget Sound is uniquely qualified to manage this project because of its mission to nurture a healthy and vibrant theatre community, to develop strong ties among the region's theatre professionals, to raise the visibility of the region's emerging arts scene, and to find ways to develop new and diverse audiences.

The agreement between Seattle Center and Theatre Puget Sound will assure that hundreds of local artists continue to have access to affordable rehearsal and performance spaces, while generating revenue for Seattle Center. Thank you for your consideration of this legislation. Should you have questions, please contact John Merner, Director of Seattle Center Productions, at 684-7124.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@seattle.gov
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STATE OF WASHINGTON - KING COUNTY

--SS.

177004

No. ORDINANCE TITLE ONLY

CITY OF SEATTLE, CLERKS OFFICE

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:121570-121583 TITLES (121581)

was published on

9/21/2004



Michael D. Frazier

Subscribed and sworn to before me on

9/21/2004

Jennifer A. Frazier

Notary public for the State of Washington,
residing in Seattle

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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council on September 7, 2004, 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 684-8344.

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

ORDINANCE NO. 121583

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

ORDINANCE NO. 121582

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

ORDINANCE NO. 121581

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center House for use by non-profit arts organizations and individual artists.

ORDINANCE NO. 121580

AN ORDINANCE authorizing the Department of Executive Administration to close certain funds and subfunds; authorizing the transfer of all unexpended and unencumbered balances and other assets and liabilities of one such subfund; and abandoning appropriation authority from those funds and subfunds.

ORDINANCE NO. 121579

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with The Women's Basketball Club of Seattle, LLC for the use of KeyArena for Professional Women's Basketball.

ORDINANCE NO. 121578

AN ORDINANCE relating to the Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; authorizing an Agreement between the City of Seattle and King County concerning the restoration of Ravenna Creek within Ravenna Park; authorizing reimbursement of the 2000 Parks Levy Fund with funds received from King County; authorizing the transfer of funds from the 2000 Parks Levy Fund to the Municipal Arts Fund; increasing the expenditure authority in the 2004 budget of the Department of Parks and Recreation and the Office of Arts & Cultural Affairs; and accepting ownership of the Ravenna Creek Stream Flow Transfer Pipeline constructed by King County all by a three-fourths vote of the City Council.

ORDINANCE NO. 121577

AN ORDINANCE relating to the Department of Parks and Recreation; con-

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