

Ordinance No. 122170

Council Bill No. 115647

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a Lease Agreement with Seattle Public Theatre for the provision of theatre arts programming, education and services at the Department of Parks and Recreation's Green Lake Park Bathhouse Theatre.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: [Signature]
Councilmember

Committee Action:

(6)

Pass as Amended: 2-0

Motion: JD

2nd: DD

7-24-06 Passed 9-0

CF No. _____

Date Introduced:	JUL 17 2006	
Date 1st Referred:	JUL 17 2006	To: (committee) Parks, Education, Libraries and Labor
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	7-24-06	Full Council Vote: 9-0
Date Presented to Mayor:	7-24-06	Date Approved: 7/27/06
Date Returned to City Clerk:	7/28/06	Date Published: 2 pp [Signature] <input checked="" type="checkbox"/> T.O. <input type="checkbox"/> F.T.
Date Vetoed by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

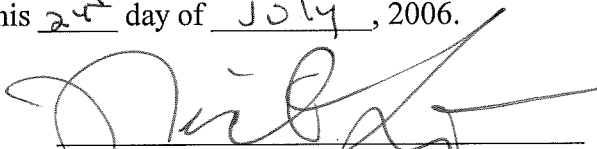
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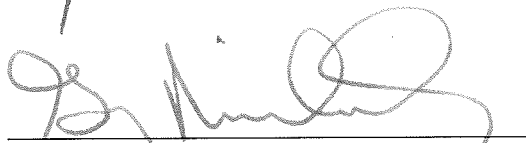
Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 24th day of July, 2006, and signed by me in open session in authentication of its passage this 24th day of July, 2006.



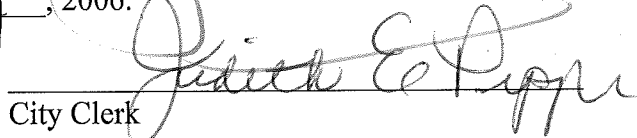
President _____ of the City Council

Approved by me this 27th day of July, 2006.



Gregory J. Nickels, Mayor

Filed by me this 28th day of July, 2006.



City Clerk

(Seal)

Attachment 1: Lease Agreement Seattle Public Theatre
Exhibit A to Attachment 1: Land and Building Assignment Map

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks & Recreation	Isabel Hamilton / 684-4218 Charles Ng / 684-8001	Tyler Running Deer / 684-8075

Legislation Title:

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a Lease Agreement with Seattle Public Theatre for the provision of theatre arts programming, education and services at the Department of Parks and Recreation's Green Lake Park Bathhouse Theatre.

• **Summary of the Legislation:**

The proposed legislation authorizes the Superintendent of Parks and Recreation to enter into a five-year lease agreement with Seattle Public Theatre (SPT) for the purpose of providing theatre arts programming, education, and services to the public at the Department of Parks and Recreation's (DPR's) Green Lake Bathhouse Theatre. The proposed agreement includes an option by which SPT may extend the lease for an additional five years.

• **Background:**

Performing arts, arts and crafts programs, and other services have been made available to the public at DPR facilities for at least 25 years. From the late 1970's to the mid 1980's such programming and services were provided by DPR. Due to budget reductions, DPR is no longer able to fund performance arts or arts and crafts programs at its specialty facilities. However, with the assistance of Performing and Visual Arts (PVA) organizations, DPR has been able to continue to make these services and programs available to the public. This has been accomplished by entering into agreements with PVA organizations such as the Seward Park Art Studio, Spectrum Dance Theater, Pratt Fine Arts Center, and SPT. The PVA organizations pay DPR a fee from their sales, or a flat rental rate, in exchange for the right to provide theatre arts programming, education and services at DPR facilities.

SPT was selected in 2000, through a competitive bid process, to be the primary service provider at DPR's Green Lake Bathhouse Theatre (Bathhouse) and to provide theatre arts programming, education and services at that facility. Since 2000, SPT had been using the space through a series of annual permits. DPR and SPT agreed it would be of mutual benefit to enter into a long-term agreement, and negotiations for the proposed Lease Agreement were completed in November 2005. This proposed agreement will ensure that continued theatre arts programs, education and services are available to the public. The annual fee and offsets are subject to the Consumer Price Index (CPI) Adjustment. (See Sections 4.1 and 4.2 of Attachment 1.)

Under the proposed agreement, SPT will continue to perform maintenance and repair to the interior of the Bathhouse, and DPR will be responsible for the exterior of the building. The



costs of major repairs or alterations to the interior that would prolong the life of the building could be offsets against the monthly rent. (See Article 7 in Attachment 1.)

For the first year, the annual use fee is set at \$29,628. For each additional year of the agreement after the first year, the fee will be increased by an annual adjustment calculated using the CPI. SPT will be allowed to offset a portion of the annual use fee provided that the net annual use fee does not fall below \$6,000. Offsets can include public benefit discounts as well as costs related to major maintenance. (See Sections 4.2.1 and 4.2.2 of the Lease Agreement.) Under the terms of this lease SPT will continue to be responsible for routine maintenance and repairs to the interior of the Bathhouse and all building systems including electrical, mechanical, heating and plumbing. Costs for major repairs or alterations that would prolong the life of the building could be considered as an offset to SPT's monthly use fee. DPR continues to be responsible for the major maintenance to the exterior of the building. Please see Attachment 1 to the fiscal note for a summary of the contract.

- Please check one of the following:

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

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

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL				

Notes: There is no appropriation requested by this legislation.

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2006 Revenue	2007 Revenue
Park and Recreation Fund (10200)	Parks and Recreation	Income from rental payment	\$3,000	\$6,000
TOTAL			\$3,000	\$6,000

Notes: This legislation will result in at least \$3,000 of revenue in 2006 from the beginning of the proposed lease date of July 1st through December 31st. Between January 1, 2006 and July 1, 2006 SPT will operate under a temporary agreement that will also result in \$3,000 but those



funds are not the subject of this legislation. Total annual revenues of \$6,000 are in the 2006 Adopted Budget and this amount is a guaranteed minimum that DPR will receive for the 2007-2008 budget as well. An annual CPI adjustment on the fair market rent noted in section 4.1.1 will be applied, which will require SPT to increase its fair market offset by a like dollar amount or pay additional rent above the guaranteed minimum.

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

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
TOTAL							

Notes: There are no positions requested as a result of this legislation.

- **Do positions sunset in the future?** *Not applicable.*

Spending/Cash Flow:

Fund Name and Number	Department	Budget Control Level*	2006 Expenditures	2007 Anticipated Expenditures
TOTAL				

Notes: Not applicable

- **What is the financial cost of not implementing the legislation?**
 In 2005 DPR collected approximately \$6,000 in revenues from SPT. The proposed five-year lease would guarantee DPR at least \$6,000 per year or \$30,000 over the term of the five year lease. If the lease with SPT is not renewed, DPR might forego at least \$6,000 in guaranteed base payments and might forego more.
- **What are the possible alternative to the legislation that could achieve the same or similar objectives?** DPR could conduct another competitive bid process to select another vendor with potential added expense, and loss of revenue and services.
- **Is the legislation subject to public hearing requirements:** No
- **Other Issues:** None.

Please list attachments to the fiscal note below:

Attachment 1: Contract Summary



Seattle Department of Parks and Recreation

CONTRACT SUMMARY

Contracting Party/ Lessee/ Concessionaire/Other: Seattle Public Theatre (SPT)

Contract Title and Contract Type: Lease

Non-Profit: X or **For Profit:** _____

New: X or **Renewal (or extension of existing Lease)** _____

Premises: Green Lake Park Bathhouse Theater

Term of Lease: 5 years + 5 year renewal option

Purpose of Lease (description of license): SPT leases the space to provide theater performance, rehearsal, workshop and theater classes to the public.

Rent: \$2,469 per month, adjusted yearly by the Consumer Price Index (CPI)

Adjustments to Rent (if any): Minimum rent is \$500 per month. Allowable offsets to the rent include fee discounts, scholarships, free public programming and stewardship activities. Amount paid by SPT for maintenance that would otherwise be paid for by Parks may also be applied as an offset.

Public Benefit (e.g., description of permitted use): Venue is used for SPT offices, performances, rehearsals, classes, public programming and occasional fundraising activities.

Maintenance: Parks is responsible for major maintenance including exterior walls and roof and surrounding park and parking lots. SPT is responsible for routine interior maintenance and janitorial.

Other Pertinent Information: _____



Attachment 1
LEASE AGREEMENT
SEATTLE PUBLIC THEATRE

THIS AGREEMENT is made and entered into by and between The City of Seattle (“CITY”), acting by and through the Superintendent of its Department of Parks and Recreation (“Superintendent” and “DPR”, respectively), and Seattle Public Theatre (“SPT”) a Washington not-for-profit corporation.

WHEREAS, since 1988, Seattle Public Theatre has been responsible for the presentation of public theatre in the greater Seattle area; and

WHEREAS, SPT has been a leader in artistic programming and community outreach to a diverse population; and

WHEREAS, DPR has recognized its relationship with SPT as a partnership that helps DPR fulfill its park and recreation mission; and

WHEREAS, DPR wishes to continue this relationship with SPT to maintain the delivery of services to the public at the Green Lake Park Bathhouse Facility;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions, and performances described herein, the parties agree as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2006 (the “Commencement Date”), and expire June 30, 2011 (the “Initial Term”), unless it is terminated earlier as provided herein. If SPT is not in default with respect to any material provision of this Agreement, SPT may extend this Agreement for an additional term of five (5) years (the “Extended Term”) on the same terms and conditions except for the amount of the Use Fee, which shall be calculated as described in Section 4.1.3. SPT shall exercise its option by sending the City a written notice to that effect not less than 90 days before the expiration of the Initial Term. Unless the context clearly indicates otherwise, when used in this Agreement, the word “Term” includes both the Initial and the Extended Terms.



ARTICLE 2. PREMISES

The premises that SPT is authorized to use and occupy during the Term consist of Bathhouse Theater and adjacent rooms located within the existing Green Lake Park Bathhouse Facility, depicted on the attached Exhibit "A" and having a street address of 7312 West Green Lake Drive North, Seattle, Washington 98103-4816 (the "Premises"). The Premises are located on a portion of real property legally described as the NE1/4 of the NW1/4 of the SE1/4 of Section 6, Township 25 North, Range 4, East, W.M., in King County, Washington.

There is no reserved parking for the premises. SPT may utilize the parking area adjacent to the Premises in common with and upon the same terms and conditions as other users of Green Lake Park.

ARTICLE 3. USE, OCCUPANCY AND SERVICES

3.1 Purposes Authorized.

SPT shall use the Premises solely as a performing arts venue for public performances and for purposes incidental thereto, such as rehearsals, classes, occasional fundraising activities, meetings, and administrative offices.

3.2 Sale of Merchandise and Food.

SPT may only sell general merchandise and food if such sales benefit solely the Seattle Public Theater. All merchandise and food must comply with all applicable requirements, such as those pertaining to health, serving and selling alcoholic beverages, fire, and building safety. Sales of tobacco products are forbidden. Serving and sales of alcoholic beverages are prohibited unless specifically approved by the Superintendent in writing.

3.3 Board Attendance.

DPR shall be entitled to designate one person who may, upon request of either DPR or SPT, attend meetings of SPT's Board of Trustees, including subcommittee meetings. SPT shall notify DPR of the time and place of all such meetings promptly after they are scheduled.



3.4 Hours of Operation, Scheduling and Closures.

3.4.1 Hours of Operation.

Except as provided below in Section 3.4.2, SPT shall keep the Premises open for business and shall conduct programming approximately thirty-two weeks (32) of every fifty-two week (52) cycle. Programming shall be sufficient if it consists of any combination of SPT performances, rehearsals, community classes, programs, and partnership performances.

3.4.2 Closure of Premises.

SPT may close the Premises or any portion thereof for a reasonable period for repairs or remodeling, for taking inventory, etc., subject to the Superintendent's prior approval. SPT shall post written notice of such impending closure in a conspicuous place on the Premises at least two (2) weeks before the closure date.

The City reserves the right to close the Premises or any portion thereof, without liability to SPT of any kind, for maintenance or repairs provided the City gives SPT ninety (90) days' prior notice of such impending closure except in cases of emergency, when the City may close the Premises without notice of any kind.

3.5 Operation and Services.

3.5.1 Keys.

SPT shall provide DPR staff with one set of keys to the Premises and such additional sets as DPR may from time to time reasonably request.

3.5.2 Locked Storage.

SPT shall provide DPR with a locked storage unit meeting requirements set by DPR in an accessible and secure location on the Premises. DPR may use the storage unit in connection with its aquatic or other programs.

3.5.3 Programming Goals.

SPT shall provide a theatrical and performing public arts program addressing the following community interests:

- A mainstage season of plays for general audiences.
- Matinee performances for young audiences.
- Programming that appeals to and is accessible to diverse populations.
- Summer performing arts programs for youth.



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- Weekend, evening and after-school classes/workshops/performances for youth and adults.
- Special performing arts events.
- Accessible classes for all skill levels and experience.

3.5.4 Scholarship and Program Reports.

By July 7, 2006, and by September 1 of each year thereafter, during the Term, SPT shall provide DPR with a written report detailing the number of scholarships awarded, reduced tickets issued, and a summary of the allocation criteria, a description of the programs provided, including class attendance sizes, audience size for performances, and other public benefits provided for the immediately preceding fiscal year ending June 30. With respect to scholarships and other public benefits, the report shall explain the reasons for any significant change in the number of scholarship awards issued from previous years. The report shall clearly state the criteria used for awarding scholarships or providing reduced price tickets.

3.5.5 Special Programs.

SPT shall use its reasonable best efforts to provide low income and disadvantaged citizens with access to SPT through free and/or discounted performances, classes, and workshops.

3.5.6 Staff.

SPT shall provide qualified personnel or assign volunteers in sufficient numbers to meet SPT's program staffing needs. SPT shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to fully correct the situation. SPT shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18 before they are hired. SPT shall provide DPR with a written listing of the names and addresses of the members of its Board of Trustees and staff at the beginning of each calendar year and notify DPR of changes throughout the year.

3.6 DPR Use of Premises.

DPR reserves the right to exclusive use of the dressing rooms and lifeguard offices as depicted on the attached Exhibit "A" from June 1 through September 30 (Swim Season). Outside of Swim Season, DPR retains the right upon at least ten working days notice to SPT, to exclusive use of the locker rooms and lifeguard offices. Upon receipt of such notice SPT shall have five



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(5) working days to remove any items owned by SPT from the designated areas. During the Swim Season, SPT shall be guaranteed access to the electrical panel located in the lifeguard offices. DPR shall have access to the Premises at no charge for community meetings and other DPR programs on an as-available basis by contacting the SPT Managing Director one (1) week in advance of the proposed use date. DPR shall provide staffing or pay reasonable opening and closing charges if its use of the Premises is on a day or during a time that SPT does not normally open the Premises and Department staff are not available to do so.

ARTICLE 4. USE FEES; DPR APPROVED CREDITS AND ADJUSTMENTS THERETO; TAXES

4.1 Use Fee.

4.1.1 Use Fee During Initial Term.

Subject to all the provisions of this Article 4 and beginning on the Commencement Date, for SPT's use and occupancy of the Premises during the Initial Term, SPT shall pay the City on the tenth (10) day of each month a Use Fee of \$2,469.

4.1.2 Consumer Price Index Adjustment to Use Fee.

On each Commencement Date anniversary during the Initial Term, the Use Fee will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U / 1982-84 = 100), All Items, for the Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor ("the Index") during the preceding calendar year ("the CPI Increase"); provided, however, that the adjustment to the Use Fee shall not exceed 4% in any one year. Should any year's CPI percentage change be less than zero, the Use Fee shall not change from that of the prior year. If there is any change in the Index base (1984-82=100) or other modification of the Index, or if the CPI is discontinued, the Superintendent shall select a similar index of comparable statistics on the cost of living for King County as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

4.1.3 Use Fee During Extended Term.

Six months before the expiration of the Initial Term, DPR shall notify SPT of the Superintendent's determination of the then current fair market value of the Premises. If SPT thereafter exercises its option to extend this Agreement, then the Base Use Fee for the initial year



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of the Extended Term shall be the greater of the then-current annualized Use Fee or the fair market value. The CPI adjustment to the Use Fee process described in Subsection 4.1.2 shall apply for the balance of the Extended Term.

4.2 Use Fee Offsets

4.2.1 Public Benefit Offset. Subject to the provisions of Subsection 4.2.3, and for the duration of this Agreement, SPT shall be entitled to an offset against the Use Fee for the value of the public benefit of SPT's program. SPT shall calculate the offset annually, based upon the value of SPT's fee discounts, scholarships, programming and stewardship activities, and shall include its valuation estimate in the program report required pursuant to Subsection 3.5.4.

The Superintendent, acting reasonably, shall approve or revise SPT's public benefit offset calculation within 30 days following receipt of each annual report. On or before July 7, 2006, SPT shall provide the Superintendent with its public benefit offset calculation for the period from July 1, 2005 through June 30, 2006. SPT may offset the approved value of such public benefits in 18 equal monthly installments, from July 2006 through December 2007. Thereafter, SPT may offset the approved value of each year's public benefits in 12 equal monthly installments on a calendar year basis.

4.2.2 Major Maintenance Offset. With DPR's prior approval, SPT may pay for major maintenance for the Premises and apply the cost as an offset to the monthly Use Fee, as provided in Subsection 7.2.2.

4.2.3 Limitation on Offsets. Notwithstanding anything in this Agreement to the contrary, in no event shall SPT's monthly Use Fee be reduced to less than \$500.

4.3 Taxes.

The Use Fee does not include any state tax that may be levied or assessed as a consequence of this Agreement or any activity of SPT. SPT shall pay, before delinquency, any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon SPT's personal property installed or located in the Premises or upon its interest in this Agreement or the Premises, including Washington State Leasehold Excise Tax (Ch. 82.29A RCW) on the Use Fee. Any reduction of the Use Fee under Subsection 4.2 shall have no effect on the amount of Washington State Leasehold Excise Tax due and payable hereunder.



ARTICLE 5. FINANCES AND PAYMENT PROCESSES

5.1 Payment of Monthly Use Fees and Tax.

The Monthly Use Fee and applicable Washington State Leasehold Excise Tax shall be delinquent if not paid on or before the tenth (10th) day of each month during the Term. Payment should be made to the City of Seattle c/o Seattle Department of Parks and Recreation, Concessions Coordinator, Contract and Business Resources Office, Magnuson Park and Business Resources, 6310 NE 74th St., Suite 109E, Seattle, Washington 98115, or such other address as DPR may provide.

5.2 Administrative Charges Due to Late and Refused Payments.

SPT shall pay a twenty-dollar (\$20) late charge if DPR does not receive any payment due hereunder within ten days from the due date.

5.3 Interest Charges for Overdue Payments.

If any payment due hereunder is not paid within thirty (30) days after the due date, a late charge of one (1%) percent of the amount due and unpaid shall be added to the payment and the total sum shall become immediately due and payable, in accordance with Ordinance 117969.

ARTICLE 6. UTILITIES AND RELATED CHARGES

6.1 Utility Accounts.

SPT shall secure and pay for all necessary utilities, excluding water and sewage during the Term.

6.2 Prorated Utility Charge.

DPR shall pay to SPT the prorated share of 1/30th of the average monthly utility charge for each day or part thereof of use that DPR conducts any program activity on the Premises.

6.3 City Not Liable for Utility Service Failures.

The City shall not be liable, and SPT hereby waives any claim against the City, for the failure, for any reason whatsoever, of any utility service for the Premises.



ARTICLE 7. CARE OF PREMISES

7.1 Routine Maintenance and Repair.

SPT shall arrange and pay all costs for routine maintenance and minor repairs to the Premises and all building systems therefor, including but not limited to electrical and mechanical systems, glass, heating and plumbing systems, furniture, fixtures, and equipment. All work shall be performed in accordance with a plan approved by the Superintendent and to the Superintendent's reasonable satisfaction, and shall comply with all applicable laws, rules, and regulations.

7.2 Major Maintenance and Repair.

7.2.1 Building Exterior. DPR shall determine the need for and be responsible for all major maintenance for the exterior of the Premises, including the exterior walls and roof.

7.2.2 Building Interior. SPT shall undertake all major maintenance and repairs to the interior of the Premises made in accordance with DPR-approved plans and specifications. If DPR determines that the Bathhouse requires major interior repairs and/or improvements that would significantly improve or prolong the life of the facility, then SPT shall cause such repairs and/or improvements to be made in accordance with DPR-approved plans and specifications, and the amount of such repairs and/or improvements may be an offset against the Monthly Use Fee, as described Subsection 4.2.2.

7.3 Custodial/Grounds Maintenance.

7.3.1 SPT Obligations. SPT shall provide all necessary housekeeping and janitorial services for the interior of the Premises to a level consistent with other similar facilities and operations and to the Superintendent's reasonable satisfaction. SPT shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

7.3.2. DPR Obligations. DPR shall be responsible for the ordinary maintenance of the grounds surrounding the Premises, including Green Lake Park areas, the parking area, and outdoor lighting. Such maintenance shall include lawn mowing and trimming, removal of plants when required, control of noxious weeds, and clearing of leaves and other natural debris and shall be to the same standard, and generally with the same frequency, as maintenance of grounds at other City parks.



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7.4 Fire Alarm Systems.

SPT shall comply with all laws and regulations regarding ventilation, exhaust, and alarm warning systems, and shall have all necessary permits for the operation of any and all equipment on the Premises.

7.5 Joint Annual Inspection of Premises.

SPT shall participate in an annual inspection of the Premises with DPR and shall take any and all action that is consistent with the terms of this Lease that DPR may specify as necessary to maintain and operate the Premises in a clean and safe manner.

7.6 City Remedy for Failure to Maintain Premises.

If SPT fails to maintain the Premises, within a reasonable time after delivery of a written notice of non-compliance, DPR shall have the right, at its option and in addition to all other remedies, to undertake such work and to invoice SPT for the costs. DPR shall have no liability to SPT for any damage, inconvenience, or interference with SPT's use of the Premises as a result of the City's performing any such work.

7.7 Security.

SPT shall be responsible for security for the Premises.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification.

To the fullest extent permitted by law, SPT shall indemnify the City for and against any and all liability, claims, damages, costs or expenses (including reasonable attorney's fees and costs and all other litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) to the extent caused by the negligence of SPT, or any of its officers, employees, agents, contractors, or volunteers on or about the Premises, or from any violation of law. If any suit or action is brought against the City, SPT, 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 the City and SPT jointly;



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provided, that if the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action.

The above indemnity shall not apply to the extent the death, injury, damage, loss, cost, or expense was caused by the sole negligence of the City or its officers, employees, or agents.

8.2 Survival of Indemnification Obligation.

The indemnification obligations of SPT hereunder shall survive the expiration or earlier termination of this Agreement.

8.3 Insurance to be secured by SPT.

At all times during the Term, SPT shall maintain the following insurance with respect to its operations on the Premises:

8.3.1 Commercial General Liability (CGL) insurance including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Personal/Advertising Injury, and Employers Liability/Stop Gap with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage, except \$1,000,000 each offense as respects Personal/Advertising Injury and \$1,000,000 each employee/disease Employer's Liability.

8.3.2 Automobile Liability insurance covering owned, non-owned, leased, and hired automobiles with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

8.3.3 Workers Compensation insurance in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If SPT is qualified as a self-insurer in accordance with Chapter 51.14 RCW, it shall so certify in a letter to the City signed by a corporate officer.

8.3.4 All risks of direct physical loss or damage Property insurance, including earthquake and flood, for the Premises, including tenant improvements and betterments, and on all personal property within or about the Premises, with said insurance based on the current replacement value of the Premises.



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8.4 Insurance Terms and Conditions.

8.4.1 Any deductible and/or self-insured retention in excess of \$25,000 must be disclosed and is subject to the approval by the City's Risk Manager. SPT shall provide such information as the City may reasonably require to determine SPT's financial risk-bearing capacity. The cost of any claim payments falling within any such deductible and/or self-insured retention shall be SPT's responsibility.

8.4.2 As respects CGL and Automobile Liability insurance, the City of Seattle shall be an additional insured on a primary and non-contributory basis subject to a standard separation of insured's provision.

8.4.3 As respects Property Insurance, the City of Seattle shall be an additional insured and loss payee.

8.4.4 The limits of liability specified in Subsections 8.3.1 and 8.3.2 are minimum limits of liability only. As respects to subsection 8.3.2 above, the City shall be an additional insured for the full valid and collectible limits of liability available to SPT, whether such limits are primary, excess, contingent or otherwise.

8.4.5 All policies shall be issued by insurers 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 surplus lines under the provisions of Chapter 48.15 RCW, unless otherwise approved by the City. (This provision does not apply to Washington State Worker's Compensation Insurance provided by the State of Washington Department of Labor and Industries.)

8.4.6 If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require SPT to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to SPT.

8.4.7 SPT shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Subsection 8.5.1 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment of premiums, in which case notice shall be given not less than 10 days prior to the date of cancellation.



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8.5 Evidence of Insurance.

8.5.1 SPT shall deliver evidence that it has complied with the foregoing insurance requirements to each of the following:

Department of Parks and Recreation
Magnuson Park and Business Resources
6310 NE 74th St., Suite 109E
Seattle, WA 98115

The City of Seattle
Risk Management Division
P.O. Box 94669
Seattle, WA 98124-4669

Such evidence shall include an actual copy of the additional insured endorsement or policy wording that verifies, among other things, that the City is an additional insured under the Commercial General Liability insurance for primary and non-contributory limits of liability.

8.6 Failure to Insure Constitutes Breach.

SPT's failure to comply with any of the terms of the insurance provisions of this Agreement shall be a material breach. If SPT fails to procure and maintain the required insurance, without waiving any other remedies to which the City may be entitled, the City may procure the required insurance from whatever source the City deems reasonable, and charge SPT the cost of the premium plus an administrative fee equal to twenty percent (20%) of the premium, which shall be due and payable immediately upon SPT's receipt of the invoice therefor.

8.7 Waiver of Subrogation.

SPT hereby waives all subrogation rights against the City and its agents for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other property insurance applicable to the Premises.

8.8 Assumption of Risk.

The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of SPT.

ARTICLE 9. CITY CONTROL OF PREMISES AND VICINITY

Green Lake Park and the parking areas surrounding the Premises are under the City's exclusive control and management. Accordingly, the City may do any and all of the following



Attachment 1

(among other activities in support of Parks and Recreation Department or other municipal objectives), all without incurring any liability whatsoever to SPT:

- Change of Vicinity. 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.
- Traffic Regulation. Regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of SPT and its invitees, employees, and patrons.
- Display of Promotional Materials. Erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to the Premises.
- Promulgation of Rules. Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any DPR property including but not limited to the Premises.

ARTICLE 10. ALTERATIONS OR IMPROVEMENTS

SPT shall not make any major alteration or capital improvement(s) in or to the Premises without the Superintendent's prior written approval of plans and specifications therefor. The Superintendent may impose restrictions or conditions on any proposed work, including requiring payment and performance bonds in the amount of the work. All DPR-approved alterations or capital improvements shall remain in and be surrendered with the Premises at the expiration or earlier termination of this Agreement, unless DPR agrees otherwise. At the time SPT proposes to make a capital improvement, SPT may request DPR to notify SPT whether such improvement may or must be removed upon expiration or termination of this Agreement and DPR shall make such election in a timely manner.

ARTICLE 11. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, SPT shall promptly commence such repairs as will restore the Premises, the tenant improvements and personal property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; (iii) the casualty occurs during the final two (2) years of the Term; or



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(iv) the insurance proceeds plus the deductible and any funds contributed by SPT are insufficient to restore the Premises, then either SPT or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination, and in such event, SPT shall promptly deliver to the City all insurance proceeds payable on account of the damage to the building in which the Premises are located.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless SPT's negligence or that of its agents, invitees, or guests, or SPT's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to SPT for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

ARTICLE 12. CONDEMNATION

If any part of the Premises is taken or condemned, and a part thereof remains susceptible of occupation hereunder, this Agreement shall, as to the part so taken, terminate as of that date and title shall vest in the City. The use and occupancy fee payable shall be adjusted so that SPT shall pay only for that useable portion of square feet remaining after the condemnation, but in such event the City shall have the option to terminate this Agreement by notice to SPT within thirty (30) days of the date when title to the part so condemned vests in the City. 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 SPT shall have no claim, and shall irrevocably assign and transfer to the City any right to compensation or damages payable by reason of the condemnation.

ARTICLE 13. COMPLIANCE WITH LAW

13.1 General Requirements.

SPT shall comply with all applicable laws of the United States and the State of Washington; the Charter and Ordinances of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers thereof now existing or hereafter enacted or promulgated. Whenever SPT is informed of any violation of any such law, ordinance, rule,



Attachment 1

regulation, license, permit, or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, SPT shall immediately desist from and/or prevent or correct such violation.

13.2 Licenses and Other Authorizations.

SPT 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. SPT shall submit such evidence as may be required by DPR. SPT 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.

13.3 Equality of Treatment.

SPT shall conduct its business in a manner that assures fair, equal, and nondiscriminatory treatment at all times, in all respects, to all persons in accordance with all applicable laws, ordinances, resolutions, rules, and regulations. Any failure to comply with this provision shall be a material breach of this Agreement.

13.4 Nondiscrimination.

SPT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

13.5 Americans with Disabilities Act Compliance.

SPT, at no cost to the City, shall comply with all requirements of the Americans with Disabilities Act for existing buildings, as now or hereafter amended, and all rules and regulations implementing the same.

13.6 Prevailing Wages.

The undertaking of any construction, alteration, improvement, enlargement, repair, demolition, maintenance, and the performance of janitorial service activity by janitors, rug



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shampoos, floor waxers, and window cleaners is subject to the requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), as amended or supplemented.

13.7 Environmental Standards.

13.7.1 General. SPT shall not commit or suffer any waste to be dumped 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 use authorized or that will be dangerous to life or limb, or that will increase any insurance rate upon the Premises.

13.7.2 Hazardous Materials. SPT 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 any hazardous substances, as defined by any State or Federal law, except in compliance with all applicable Laws and Regulations. If requested SPT shall maintain and provide the City with a (USEPA) waste generator number, and with copies of all Material Safety Data Sheets (MSDS), and annual dangerous waste reports, environmentally-related regulatory permits or approvals and any correspondence SPT receives from, or provides to, any governmental unit or agency in connection with the handling of hazardous substances or the presence, or possible presence, of any hazardous substance.

13.7.3 Environmental Testing. SPT shall permit the City access to the Premises upon reasonable notice for the purpose of conducting annual inspections and environmental testing at the City's expense. SPT shall not conduct, or permit others to conduct, environmental testing on the Premises without the Superintendent's prior approval. SPT shall provide a copy of all test results upon receipt.

13.7.4 Violation of Environmental Standards; City's Remedial Rights. If SPT violates any of the conditions concerning the presence or use of hazardous substances or the handling or storing of hazardous wastes, SPT shall promptly take such action as is necessary to mitigate and correct the violation. If SPT does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to come onto the Premises and to take such action as deemed necessary to ensure compliance or to mitigate the violation. In addition, the City shall be entitled to full reimbursement from SPT for any costs resulting from the violation 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



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inability to allow other persons or entities to use or occupy the Premises due to its environmental condition as the result of SPT's violation (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

ARTICLE 14. LIENS AND ENCUMBRANCES

SPT shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, SPT 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 15. RECORDS, BOOKS AND DOCUMENTS/REPORTING

15.1 Accounting Books and Records.

SPT shall maintain books, records, documents and other evidence of accounting procedures and practices, which sufficiently and properly reflect 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, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

15.2 Annual Financial Report.

SPT shall submit to DPR an annual audited financial report of operations prepared by an independent certified public accounting firm within ninety (90) days after the end of each of its fiscal years during the Term. Such annual report shall cover the period from September 1 through August 31, and include all tests, findings and financial reports in accordance with generally accepted accounting procedures (GAAP).

15.3 Over and Under-payments.

If, through any audit or otherwise, SPT is found to have made any overpayment or underpayment hereunder, the Superintendent shall notify SPT of the amount of the over or underpayment. Any over-payment shall be a credit against any fees and charges subsequently due or



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shall be refunded to SPT, at its option; under-payments shall be immediately due and payable and shall be delinquent if not paid within ten (10) days after the date of such notice.

15.4 Retention of Records.

SPT shall retain all books, records, documents, and other material relevant for four (4) 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.

ARTICLE 16. ENTRY & INSPECTION OF PREMISES

DPR or its agents shall have the right to inspect and to show the Premises to other prospective users at all reasonable times, and to enter the same for purposes of cleaning, repairing, altering, or improving the Premises but this right shall impose no obligation on DPR to make any inspection, repair, or improvement.

ARTICLE 17. SIGNS AND ADVERTISING

17.1 Signs, Generally.

Except as otherwise stated herein, SPT shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises without the Superintendent's prior written consent. SPT shall remove all signage at the expiration or earlier termination of this Agreement and repair any resulting damage or injury to the Premises.

17.2 On-Premises Signs.

SPT may install permanent exterior signage only that the Superintendent has approved in advance.

17.3 Temporary Signs or Banners.

Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event or semester beginning two weeks immediately before the event advertised, through the conclusion of such event.



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17.4 Recognition.

When applicable, SPT shall include a statement in its printed materials stating “We would like to thank the Department of Parks and Recreation for providing a location for SPT Fine Arts Studios.” SPT shall also list DPR and the DPR logo in the “Thanks to our sponsors” section of its quarterly or other class schedule(s).

ARTICLE 18. INSOLVENCY

If SPT becomes insolvent and a receiver takes possession of all or any part of SPT’s assets, or (ii) SPT makes a general assignment for the benefit of creditors, or (iii) SPT takes any action under any insolvency or bankruptcy act, and, if such action continues for a period of thirty (30) days, SPT shall be in breach of this Agreement, and DPR may, at its election and without notice, terminate this Agreement. In that event, DPR shall be entitled to immediate possession of the Premises.

**ARTICLE 19. MORTGAGING, TRANSFERRING, SUBLEASING, ASSIGNMENT
OR SALE OF INTEREST**

19.1 Interests not Transferable.

SPT shall not transfer, assign, mortgage, hypothecate or convey this Agreement or any interest therein, in whole or in part, nor lease or license use or occupancy of the Premises or any part thereof to any other person, firm or corporation without the Superintendent’s prior written approval, which approval may be granted, withheld, or conditioned in each instance in the Superintendent’s sole discretion. Any sublessee, assignee or transferee approved by DPR must accept and assume, in writing, all the terms and conditions of this Agreement. Any transfer of this Agreement by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment hereunder. No Waiver.

The Superintendent’s consent to any assignment or transfer shall not waive the need for consent to any subsequent assignment or transfer.



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19.2 Administrative Costs.

Each time this Agreement is assigned or transferred, or the Premises or any portion thereof are occupied by any approved person or entity other than SPT, SPT shall pay the City an administrative fee equal to twenty-three and one-half percent (23.5%) of the monthly Use Fees (without any offset) to defray the City's cost of processing documents and other administrative expenses.

ARTICLE 20. TERMINATION

20.1 Process for Termination of Agreement.

20.1.1 For Cause. Either party may terminate this Agreement if the other party has materially breached the Agreement and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party within the time stated in this Agreement or, if no time is stated, then within thirty (30) days after notice of breach has been provided to such other party. If, however, 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 diligently seeks to remedy the default or deficiency.

20.1.2 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.

20.1.3 For DPR's Convenience. If DPR determines at any time that the Premises should no longer be available for use by SPT, it may terminate upon ninety (90) days' written notice to SPT.

20.1.4 For SPT's Convenience. If SPT determines, at any time, that the Premises are no longer required for its use, it may terminate Agreement upon ninety (90) days' written notice to DPR.



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20.2 Notice of Termination.

Notice of termination other than pursuant to Subsection 20.1.3 and 20.1.4 above, shall be given, in writing, by the party terminating this Agreement to the other party not less than five (5) days prior to the effective date of termination.

20.3 City Remedies for Material Breach.

If the City terminates 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, all at SPT's cost and expense. No temporary use or reletting of the Premises following SPT's material breach of this Agreement shall relieve SPT from liability for the Use Fees SPT is required to pay hereunder unless the Superintendent determines otherwise.

ARTICLE 21. VACATING OF PREMISES

Upon the expiration or earlier termination of this Agreement, SPT shall return the Premises, together with all DPR-approved capital improvements made thereto and fixtures installed therein, in good condition, except for normal wear and tear, unless the City consents otherwise. All right, title and interest of SPT in the Premises including but not limited to the leasehold improvements installed therein shall vest in the City without the need for any action by either party hereto except that SPT shall provide the City with a deed or bill of sale for the same at the City's request.

SPT shall remove any portable personal property that is easily removed and confirmed as SPT's and if there is damage to the Premises as a result of the removal, then SPT shall restore them to their pre-existing condition. If SPT fails to remove its personal property from the Premises, DPR shall have the right, but not the obligation, to remove the same and may store it in any place selected by DPR, including but not limited to a public warehouse, at SPT's sole expense and risk and such property shall be subject to sale, without notice to SPT, 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,



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to the payment of any other sums of money that may be due from SPT to the City. The balance, if any, shall be paid to SPT.

ARTICLE 22. NOTICES

All communications between the parties under this Agreement shall be in writing and shall be sufficiently given if either personally served upon the other party or sent via facsimile or the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to SPT:

Managing Director
Seattle Public Theatre
7312 W. Green Lake Drive N.
Seattle, WA 98103
Telephone: 206-523-1300

If to the City:

Seattle Department of Parks and Recreation
Manager, Magnuson Park and Business Resources
6310 NE 74th ST Suite 109E
Seattle, WA 98115
Telephone: 206-684-8001 Fax: 206-684-4997

or to such other address as either party hereto may specify, in writing.

ARTICLE 23. MISCELLANEOUS

23.1 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.

23.2 Binding Effect.

The provisions, covenants, and conditions contained in this Agreement inure to the benefit of the parties hereto and their successors and assigns.



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23.3 Applicable Law.

This Agreement shall be construed and interpreted under Washington law.

23.4 Jurisdiction and Venue.

The jurisdiction and venue for any litigation between the parties regarding this Agreement shall be in the King County Superior Court of the State of Washington.

23.5 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 venturer with SPT.

23.6 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.

23.7 Amendments.

No modification of this Agreement shall be binding unless reduced to writing and signed by an authorized representative of each of the parties hereto.

23.8 Force Majeure.

Neither party shall be in default hereunder if and to the extent a party's non-performance is the result of events not reasonably foreseeable by and beyond the reasonable control of the affected party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of Nature; acts of war or public rebellion; fire or other casualty for which SPT is not responsible.

23.9 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 that is not a party hereto.



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23.10 Effectiveness of Agreement.

This Agreement shall become effective only when approved by the Seattle City Council and executed by an authorized representative of each party.

23.11 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, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. The 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.

23.12 Exhibits.

The following documents, whether or not attached hereto, are hereby incorporated into this Agreement as if set forth in full herein:

Exhibit "A": Land and Building Assignment Map

23.13 Severability.

Should any term, provision, condition or other portion of this Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement, which shall otherwise continue in full force and effect.

23.14 Entire Agreement.

This Agreement, and all attachments and exhibits pertaining to it, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties on the subject. The parties acknowledge that this 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 Agreement are not to be construed against either party based on drafting. IN WITNESS WHEREOF, the parties hereto have caused this Use and Occupancy Agreement to be executed by their respective representative:



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SEATTLE PUBLIC THEATRE BOARD OF TRUSTEES

By: _____

Title: _____

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:



Attachment 1

THE CITY OF SEATTLE

Kenneth R. Bounds, Superintendent
Department of 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 he 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)

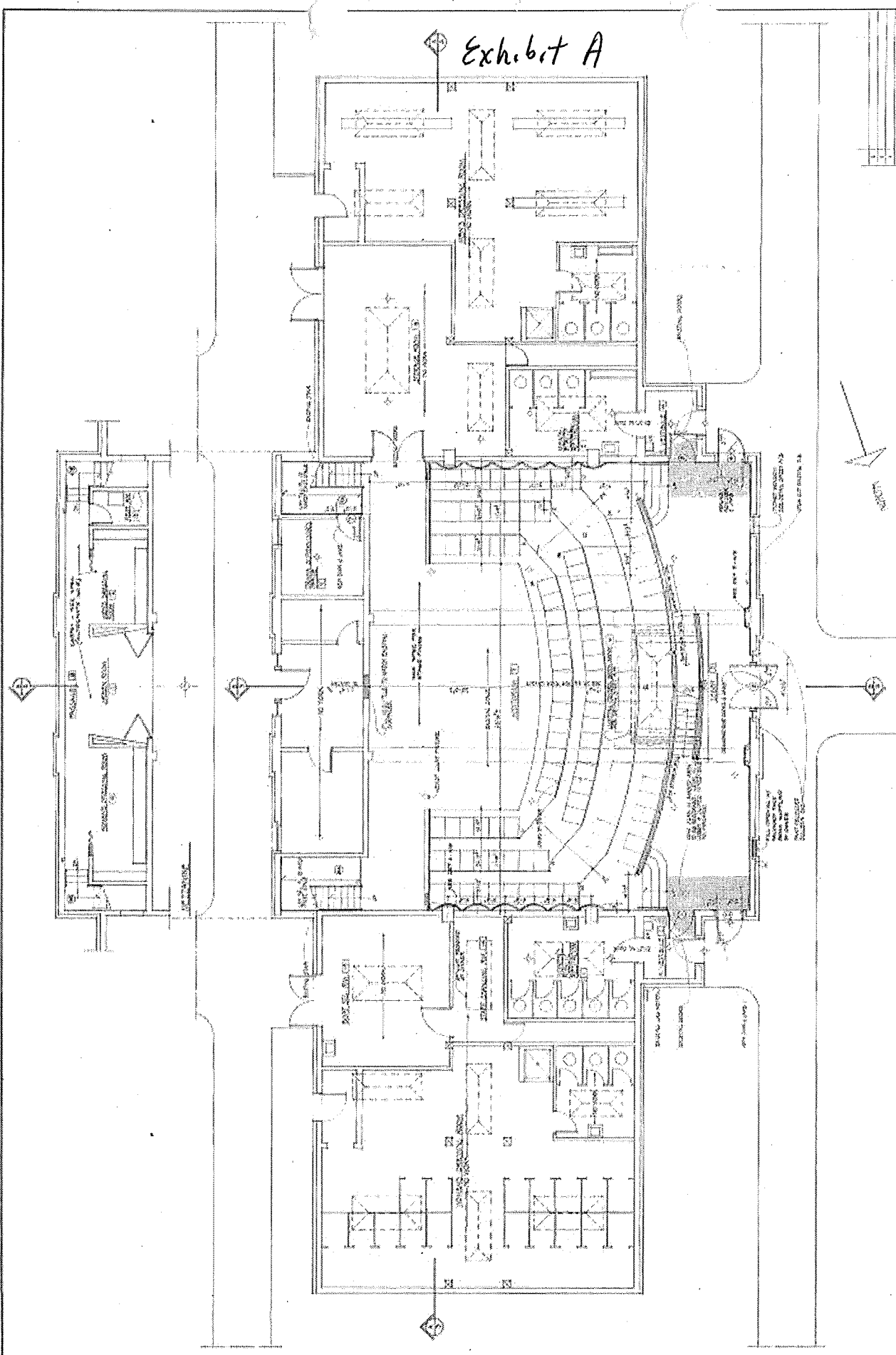
Residing at:

My appointment expires:

EXHIBIT "A"—MAP OF PREMISES



Exhibit A



CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION		WEST GREEN LAKE BATHHOUSE THEATER FLOOR PLANS	
ARCHITECT ARNE BASTRUP ARCHITECT S.P.A. 1070 AVENUE 1 SEATTLE, WASHINGTON	ENGINEER J. H.	DATE ...	SHEET NO. 52
AS SHOWN UPON EXHIBIT		19004	

Exhibit A to Attach 1 to DPR Seattle Public Theatre





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

June 27, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

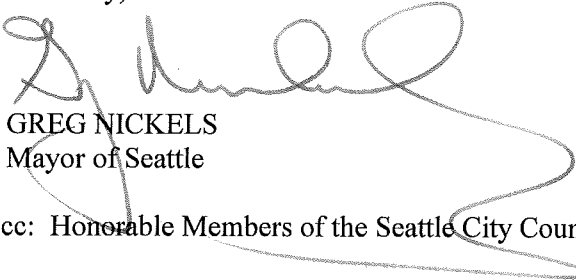
Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill that authorizes a five-year Lease Agreement with Seattle Public Theatre (SPT), which will provide theatre arts programming, education, and services to the public at the Green Lake Park Bathhouse Theatre.

For five years, SPT, a well-respected non-profit arts organization, has provided theatre arts education and programming to the public at the Department of Parks and Recreation's (DPR) Green Lake Park Bathhouse facility. Approval of this Agreement will ensure that SPT continues to provide these services and programs for the next five years. In exchange for the right to operate programs at the Green Lake Park Bathhouse facility, SPT will conduct routine maintenance on the interior of the building, carry insurance in accordance with the terms of the Agreement, and pay the City of Seattle a minimum annual payment of \$6,000 over the term of the Agreement.

Thank you for your consideration of this legislation. Should you have questions, please contact Eric Friedli at 684-8369.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



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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 ____ day of _____, 2006, and signed by me in open session in authentication of its passage this ____ day of _____, 2006.

President _____ of the City Council

Approved by me this ____ day of _____, 2006.

Gregory J. Nickels, Mayor

Filed by me this ____ day of _____, 2006.

City Clerk

(Seal)

Attachment 1: Lease Agreement Seattle Public Theatre
Exhibit A to Attachment 1: Land and Building Assignment Map



STATE OF WASHINGTON – KING COUNTY

--SS.

201203
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

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.

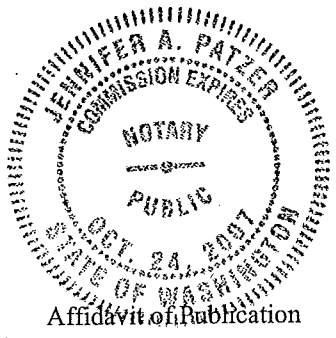
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122164,66-72

was published on

08/04/06

The amount of the fee charged for the foregoing publication is the sum of \$ 131.10, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

08/04/06

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on July 24, 2006, 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.

ORDINANCE NO. 122172

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

ORDINANCE NO. 122171

AN ORDINANCE authorizing the execution of a Letter of Agreement between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17, establishing new titles and/or salaries in the Department of Planning and Development.

ORDINANCE NO. 122170

AN ORDINANCE relating to the Seattle Department of Parks and Recreation, authorizing the Superintendent to enter into a Lease Agreement with Seattle Public Theatre for the provision of theatre arts programming, education and services at the Department of Parks and Recreation's Green Lake Park Bathhouse Theatre.

ORDINANCE NO. 122169

AN ORDINANCE relating to the Seattle Department of Parks and Recreation, authorizing the Superintendent of the Department of Parks and Recreation to enter into a Lease Agreement with Renu Singh, dba Sunrise Foods, for the purpose of providing food concessions for park patrons at Golden Gardens Park.

ORDINANCE NO. 122167

AN ORDINANCE authorizing the use of interest earnings accumulated in the Capital Facilities Project Fund; increasing an appropriation to the Office of Housing in the 2006 Budget and making a cash transfer consistent with Ordinance 116105.

ORDINANCE NO. 122166

AN ORDINANCE relating to affordable housing; increasing appropriations to the Office of Housing in the 2006 Budget and making a cash transfer between City funds and subfunds to authorize the use of money derived from the sale of land at 500 Mercer Street as intended by Ordinance 120648; authorizing an agreement with the buyer of that land to release the buyer from an obligation for affordable housing on-site in return for an additional payment to the City; directing the additional payment to the Low Income Housing Fund; authorizing related agreements and actions; and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122168

AN ORDINANCE relating to housing and community development activities; authorizing acceptance of grant funds from the United States Department of Housing and Urban Development for programs included in the 2006 Update to the City's 2005 Community Development Plan for Housing and Table of Proposed Projects component of the City's 2006 Update to the Consolidated Plan; allocating unused funds from prior years; authorizing other conforming amendments to the Consolidated Plan; decreasing appropriations in the 2006 Budget for activities under the Community Development Block Grant Program, the HOME Program, the American Dream Downpayment Initiative program, and the Emergency Shelter Grant Program; increasing appropriations in the 2006 Budget for activities under the Housing Opportunity for Persons With Disabilities program.