



SEATTLE CITY COUNCIL

Legislative Summary

CB 119700

Record No.: CB 119700

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In Control: City Clerk

File Created: 10/11/2019

Final Action: 12/13/2019

Title: AN ORDINANCE relating to the Central Waterfront Project; authorizing a funding agreement and a future construction agreement between The City of Seattle and the Seattle Aquarium Society for a new aquarium facility to be known as the Ocean Pavilion; finding that the funding and construction agreements authorized by this ordinance meet the intent and purpose of the project development agreement and comprehensive funding plan described under Ordinance 125630; and amending Ordinance 125630 accordingly.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Ocean Pavilion Funding Agreement, Att 1 Ex A - Ocean Pavilion Site Plan, Att 1 Ex B - Ocean Pavilion Waterfront Related Elements, Att 1 Ex C - Ocean Pavilion Project Budget, Att 1 Ex D - Ocean Pavilion Fundraising Plan Summary, Att 1 Ex E - Ocean Pavilion Anticipated Construction Timeline

Uploaded By: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	10/29/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	10/29/2019	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							

Legislative Summary Continued (CB 119700)

1	Council President's Office	10/31/2019	sent for review	Civic Development, Public Assets, and Native Communities Committee	
	Action Text: The Council Bill (CB) was sent for review. to the Civic Development, Public Assets, and Native Communities Committee				
1	City Council	11/12/2019	referred	Civic Development, Public Assets, and Native Communities Committee	
	Action Text: The Council Bill (CB) was referred. to the Civic Development, Public Assets, and Native Communities Committee				
1	Civic Development, Public Assets, and Native Communities Committee	12/04/2019	pass		Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB). In Favor: 3 Chair Juarez, Vice Chair Bagshaw, Member González Opposed: 0				
1	City Council	12/09/2019	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill: In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember O'Brien, Member Pedersen, Councilmember Sawant Opposed: 0				
1	City Clerk	12/13/2019	submitted for Mayor's signature	Mayor	
1	Mayor	12/13/2019	Signed		
1	Mayor	12/13/2019	returned	City Clerk	
1	City Clerk	12/13/2019	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				

CITY OF SEATTLE

ORDINANCE 126015

COUNCIL BILL 119700

AN ORDINANCE relating to the Central Waterfront Project; authorizing a funding agreement and a future construction agreement between The City of Seattle and the Seattle Aquarium Society for a new aquarium facility to be known as the Ocean Pavilion; finding that the funding and construction agreements authorized by this ordinance meet the intent and purpose of the project development agreement and comprehensive funding plan described under Ordinance 125630; and amending Ordinance 125630 accordingly.

WHEREAS, The City of Seattle ("City") owns the Seattle Aquarium facility ("Aquarium"), located on Piers 59 and 60 along the Seattle Central Waterfront and recognizes the importance of the Aquarium for its national and regional standing for scientific research, marine conservation education, civic engagement, and tourism. The Seattle Aquarium Society (SEAS) has managed aspects of the Aquarium operations since the 1980s under a series of agreements with the City's Parks and Recreation Department (SPR), and SEAS assumed full management responsibility in 2010; and

WHEREAS, under SEAS, the Aquarium's mission is "inspiring conservation of our marine environment." It is a leader in the conservation research of sea otters, cephalopods, rock fish, and sixgill sharks, and it is the sea turtle rehabilitation facility for the region; and

WHEREAS, the Aquarium is the ninth largest aquarium in the United States by attendance, and it is among the top five paid visitor attractions in the Puget Sound region. Since opening its doors, the Aquarium has hosted more than 27 million visitors, and has provided marine conservation education to more than two million school children. In 2018, the Aquarium hosted more than 850,000 visitors and provided 69,000 free tickets through more than 300 partner organizations; and

1 WHEREAS, each year, more than 1,200 adult and youth volunteers donate more than 100,000
2 service hours toward the Aquarium's mission by engaging with Aquarium programs in
3 the facility and the community; and

4 WHEREAS, planning for expansion of the Aquarium has been ongoing for more than 25 years,
5 starting in 1992 when the City initiated a citizens' effort to develop a long-term vision for
6 the future of the Aquarium. That effort resulted in a December 1994 report titled "the
7 Central Waterfront Master Plan Portal to the Pacific" ("1994 Master Plan"), which
8 recommended replacing the Aquarium facilities on Piers 59/60 with a new over-water
9 facility around Pier 62/63 and developing a new park near Pier 59 at a cost of
10 approximately \$150 million. In 1997 and 2000, the City adopted Resolutions 29423 and
11 30120, which respectively approved the 1994 Master Plan and authorized a memorandum
12 of understanding between the City and SEAS for the planning and construction of new
13 aquarium facilities pursuant to the 1994 Master Plan. Planning for new facilities
14 continued through 2003; and

15 WHEREAS, in 2003, in conjunction with plans for the removal of the Alaskan Way Viaduct
16 ("Viaduct") and replacement of the aging Elliott Bay seawall, the City began developing
17 a community vision for the Central Waterfront that includes reconnecting downtown
18 Seattle to the Central Waterfront. At the same time, deterioration of Pier 59, on which the
19 main Aquarium is located, resulted in the need for major capital investments to repair the
20 underlying structure; and

21 WHEREAS, in 2005, the City determined that redevelopment of the Aquarium should occur in
22 phases, rather than with immediate construction of new facilities, beginning with the
23 structural repairs to Pier 59. The City and SEAS partnered to complete the repairs. SEAS

1 raised \$20 million from non-City sources and the City appropriated \$22.5 million to
2 seismically retrofit portions of the Pier 59 structure and rebuild the eastern third of the
3 historic pier shed. SEAS and the City then each contributed \$3.5 million respectively and
4 jointly worked to address other aspects of the aging infrastructure, including replacing the
5 harbor seal exhibit and timber-piled "finger pier" connecting Piers 59 and 60; and

6 WHEREAS, in 2008, the City Council adopted Resolution 31080, which contains several
7 principles related to future Aquarium development ("Principles"). Principle I states that
8 SEAS should maintain the Aquarium's primary focus on marine conservation and
9 education. Principle V states that all future phases of Aquarium development should be
10 consistent with the Central Waterfront Master Plan in effect at the time of the proposed
11 development, and Principle VII states that if City resources are required for future
12 Aquarium development, Aquarium development financial plans should clearly state the
13 proposed fiscal responsibilities of SEAS and the City; and

14 WHEREAS, in 2009, the City Council passed Ordinance 123205, with the Mayor concurring,
15 authorizing SPR to enter into a long-term agreement with SEAS to operate and maintain
16 the Aquarium ("O&M Agreement"). The O&M Agreement required SEAS to prepare a
17 master plan to guide investments in the physical development of the Aquarium and
18 further required that the SEAS master plan be approved by the City Council by
19 resolution. Under the O&M Agreement, new capital improvements that SEAS develops
20 will be owned by the City, with SEAS owning all animals and maintaining and operating
21 the facility, including providing animal care and programming of the Aquarium. Section
22 16.1 of the O&M Agreement reiterates Principle V, requiring that SEAS coordinate its
23 planning and development of a future Master Plan with the Committee on Central

1 Waterfront Partnerships, and the Waterfront Planning parameters developed by the City
2 Council. Further, the O&M Agreement requires that the Master Plan be consistent with
3 the City's adopted Alaskan Way and Seawall Replacement Program, especially as it
4 concerns the seawall replacement component of the program and the redesign of adjacent
5 public spaces at Waterfront Park and Piers 62/63; and

6 WHEREAS, the Central Waterfront Concept Design and Framework Plan ("Concept Design"),
7 dated July 2012, was developed by City staff and a multi-disciplinary team of consultants
8 under the oversight of the Central Waterfront Committee, building on broad public
9 engagement. SEAS participated in the development of the Concept Design as it began
10 planning to renovate and expand portions of the Aquarium; and

11 WHEREAS, responding to the Principles, the Concept Design calls for a significant new public
12 pedestrian connection, the "Overlook Walk," between Pike Place Market and the Central
13 Waterfront near the Aquarium. It also calls for an "Aquarium Plaza" between the
14 Aquarium and relocated Alaskan Way, and redevelopment of Piers 62 and 63 ("Piers
15 62/63") and Waterfront Park located to the immediate north and south of the Aquarium;
16 and

17 WHEREAS, in August 2012, the Seattle City Council adopted Resolution 31399, endorsing the
18 Concept Design and the Central Waterfront Committee's Strategic Plan ("Strategic
19 Plan"), and encouraging agreements with the Pike Place Market and Aquarium for co-
20 developments that will integrate the Concept Design with related major projects proposed
21 by both; and

22 WHEREAS, Resolution 31399 also states that the City's continuing financial participation in the
23 development of the Aquarium will depend upon the City's success in securing funding as

1 a component of the Central Waterfront Project funding outlined in the Strategic Plan.
2 Resolution 31399 also affirms the importance of continuing work on the Central
3 Waterfront Project, as well as Aquarium facilities, as the funding plans for the projects
4 are achieved; and

5 WHEREAS, in February 2013, the Seattle City Council adopted Ordinance 124121, to authorize
6 execution of a Memorandum of Understanding Concerning Renovation and Expansion of
7 the Seattle Aquarium and Development of the Central Waterfront Project between the
8 City and SEAS ("2013 MOU"). The 2013 MOU referred to a conceptual design for
9 renovation and expansion of Aquarium facilities consisting of four elements: Pier 59 west
10 end renovation, Pier 60 renovation and a new shed roof, a new structure on the Aquarium
11 Plaza and partially under the Overlook Walk, and a new south wing over water
12 ("Aquarium Expansion Project"). The 2013 MOU satisfied the requirements of
13 Resolution 31399 with regard to an agreement between the City and SEAS and served as
14 a basis for both the City and SEAS to proceed with consideration of a potential design for
15 the Aquarium Expansion Project; and

16 WHEREAS, the 2013 MOU committed the City to compensate SEAS for 50 percent of its
17 expenditures for design, engineering, and related services for the Aquarium Expansion
18 Project incurred beginning January 2, 2013, to a maximum payment of \$1,000,000,
19 provided that no more than \$500,000 would be payable in either 2013 or 2014. The 2013
20 MOU set out mutual goals for the Project, including the goal to increase the Aquarium's
21 impact and extend beyond Piers 59/60 to provide new programming and visitor capacity
22 in keeping with the vital new Waterfront public spaces and the region's growing
23 population, and to further develop the Aquarium as an effective leader in marine

1 conservation education, especially as a window on Puget Sound itself. The 2013 MOU
2 also described a process whereby a future “Project Development Agreement” would be
3 negotiated prior to attaining 30 percent design of the Aquarium Expansion Project, with
4 such Agreement to include a project design and phasing plan, comprehensive funding
5 plan, project schedule, City requirements for SEAS’s construction of the Aquarium
6 Expansion Project, and other requirements regarding responsibility for cost overruns and
7 decision-making regarding design changes; and

8 WHEREAS, by letter dated July 14, 2014, from Goran Sparrman, Interim Director of the Seattle
9 Department of Transportation, to Robert Davidson of SEAS, the City clarified the mutual
10 understanding of the 2013 MOU that the funding for design and planning costs for
11 Aquarium renovation and expansion was available beyond 2013 and 2014. Both parties
12 recognized that additional planning and design time was necessary to coordinate the
13 Aquarium Expansion Project with the Central Waterfront Project; and

14 WHEREAS, in 2014 and 2015, with public engagement, SEAS prepared a master plan, dated
15 July 2015, required by Ordinance 123205 (“2015 Master Plan”). The 2015 Master Plan
16 defined three proposed capital projects for further assessment: Pier 59 west end
17 renovation, Pier 60 replacement and expansion, and a new on-land “Ocean Pavilion.” The
18 new Ocean Pavilion building would take the place of the previously considered
19 expansion over water south of Pier 59. The parties agreed that the design of the expanded
20 Pier 60 should increase overwater coverage by no more than 7,000 square feet; and

21 WHEREAS, in 2015, the City Council enacted Resolution 31603, approving the 2015 Master
22 Plan for the purpose of allowing the advancement of the design of a potential on-land
23 Aquarium expansion building, so that sufficient information would be available for

1 conducting further review and analysis, including environmental review, of that proposal;
2 and

3 WHEREAS, in 2015, the City Council passed Ordinance 124908, authorizing an amendment to
4 the 2013 MOU to increase the City's maximum compensation to SEAS from \$1,000,000
5 to \$1,800,000 for Aquarium Expansion Project engineering, design, and consultant
6 services; and

7 WHEREAS, in 2017, the City Council passed Ordinance 125422, authorizing a second
8 amendment to the 2013 MOU that reaffirmed the City's commitment to the Ocean
9 Pavilion concept, outlined the design process to reach 30 percent schematic design,
10 required SEAS to fund 30 percent schematic design, and committed the City and SEAS
11 to develop a funding plan and new memorandum of understanding to be brought to the
12 City Council for consideration; and

13 WHEREAS, in 2018, the City Council passed Ordinance 125630, authorizing a new
14 memorandum of understanding between the City and SEAS to supersede and replace the
15 2013 MOU. The 2018 MOU increased the maximum amount of City funding for design
16 and development of the Ocean Pavilion project from \$1.8 million to \$4.7 million to
17 reimburse up to 50 percent of the SEAS eligible design, engineering and consultant
18 services for the project; and

19 WHEREAS, the 2018 MOU provided that if the 60 percent design development and detailed cost
20 estimates for the Ocean Pavilion were approved by the parties, the City and SEAS would
21 negotiate a Project Development Agreement ("PDA") to address project scope, funding,
22 construction and coordination; and

1 WHEREAS, construction of the Ocean Pavilion is expected to increase the Aquarium's
2 attendance to 1.2 million visitors a year, and the City believes an expanded aquarium
3 facility will better serve the needs of City residents and visitors and will be a significant
4 draw to anchor the north end of the future Waterfront Park; and

5 WHEREAS, the Ocean Pavilion will include the construction of specialized exhibits which will
6 be funded, operated and maintained by SEAS and which must be supported by the
7 building infrastructure; and

8 WHEREAS, the design of the Ocean Pavilion provides for public access and open space
9 amenities as part of the roof and the exterior entry ways; and

10 WHEREAS, it will be efficient and in the public interest to have the Ocean Pavilion building
11 infrastructure, exhibits and public access amenities all constructed as one project to be
12 delivered by SEAS; and

13 WHEREAS, the City and SEAS recognize that SEAS' efforts to secure funding commitments
14 from private individuals, corporations, foundations and governments sources other than
15 the City of Seattle are, in part, supported by a funding commitment from the City before
16 it is feasible to negotiate some of the elements of the PDA that were anticipated under the
17 2018 MOU; and

18 WHEREAS, in order to support SEAS' fundraising efforts while ensuring that the anticipated
19 elements of the PDA are achieved, the City and SEAS recognize it is desirable to enter
20 into this Funding Agreement that identifies additional design and financial feasibility
21 review and approval processes while requiring a future construction agreement that
22 includes specific details regarding construction scope, coordination with City projects, a
23 term sheet describing future amendments to the O & M Agreement, and other conditions

1 that must be met before actual disbursement of City funding for the project consistent
2 with the elements of the PDA envisioned in the 2018 MOU; NOW, THEREFORE,

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

4 Section 1. The Director of Office of the Waterfront and Civil Projects (the Director) and
5 the Superintendent of Parks and Recreation (Superintendent) are authorized to execute, for and
6 on behalf of The City of Seattle (City), the Ocean Pavilion Funding Agreement between the City
7 and the Seattle Aquarium Society, substantially in the form attached to this ordinance as
8 Attachment 1 (Funding Agreement).

9 Section 2. The Director and the Superintendent are authorized to negotiate and execute,
10 for and on behalf of the City, a construction agreement that includes the material terms outlined
11 in the Funding Agreement. The City shall not disburse any City funding for construction of the
12 Ocean Pavilion until the City and the Seattle Aquarium have executed the construction
13 agreement.

14 Section 3. The City Council finds that the Funding Agreement, along with the
15 construction agreement that includes the terms and conditions in Section 5 of the Funding
16 Agreement, together satisfy the intent and purpose of the project development agreement
17 described under Ordinance 125630 and the 2018 Memorandum of Understanding. Accordingly,
18 Ordinance 125630 is amended by deleting Section 2 as follows:

19 ~~Section 2. Any project development agreement (PDA) for a proposed~~
20 ~~Ocean Pavilion shall be executed only after completion of 60 percent design~~
21 ~~development, including cost estimates. Prior to execution of a PDA, SEAS shall~~
22 ~~provide the Director of the City Budget Office with a cost estimate and~~
23 ~~comprehensive funding plan identifying, with reasonable specificity, the principal~~

1 ~~sources of funding sufficient to complete development and construction of the~~
2 ~~proposed project. A report on the feasibility of the comprehensive funding plan~~
3 ~~shall be provided to the City Council along with the ordinance to authorize~~
4 ~~execution of the PDA.~~

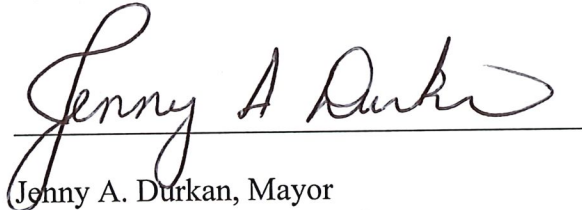
Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 9th day of December, 2019,
and signed by me in open session in authentication of its passage this 9th day of
December, 2018.

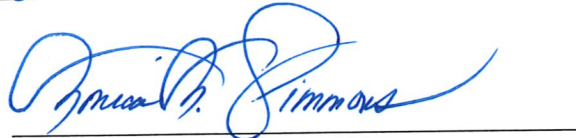


President _____ of the City Council

Approved by me this 13th day of December, 2019.


Jenny A. Durkan, Mayor

Filed by me this 13th day of December, 2019.



Monica Martinez Simmons, City Clerk

(Seal)

- 1 Attachments:
- 2 Attachment 1 – Ocean Pavilion Funding Agreement
- 3 Exhibit A – Ocean Pavilion Site Plan
- 4 Exhibit B – Ocean Pavilion Waterfront Related Elements
- 5 Exhibit C – Ocean Pavilion Project Budget
- 6 Exhibit D – Ocean Pavilion Fundraising Plan Summary
- 7 Exhibit E – Ocean Pavilion Anticipated Construction Timeline

OCEAN PAVILION FUNDING AGREEMENT

THIS OCEAN PAVILION FUNDING AGREEMENT (this “Agreement”) is dated as of _____, 2019 (the “Effective Date”), and is by and between THE CITY OF SEATTLE (the “City”), a first class City organized under the laws of the State of Washington, and the SEATTLE AQUARIUM SOCIETY (“SEAS”), a Washington non-profit corporation. The City and SEAS may be referred to in this Agreement individually as a “Party” and collectively as the Parties.”

RECITALS

A. SEAS operates and maintains the City-owned Seattle Aquarium (the “Aquarium”) under a long-term operation and management agreement that was authorized by Seattle City Council Ordinance 123205 (the “O & M Agreement”).

B. The O & M Agreement required SEAS to prepare a master plan to guide investments in the physical development of the Aquarium and required that the master plan be approved by the City Council.

C. In 2014 and 2015, with public engagement, SEAS prepared a master plan, dated July 2015 (“2015 Master Plan”). The 2015 Master Plan defined three proposed capital projects for further assessment: Pier 59 west end renovation, Pier 60 replacement and expansion, and a new on-land “Ocean Pavilion.” Following additional public engagement and City Council approvals, the City and SEAS entered into a memorandum of understanding dated August 27, 2018 (the “2018 MOU”). The 2018 MOU recognizes the mutual interests of the City and SEAS to advance the planning and design of the Ocean Pavilion, assigns SEAS the responsibility to advance the design for the Ocean Pavilion, allocates \$4.7 million in reimbursement for 50 percent of SEAS design costs, and anticipates that the City and SEAS will negotiate a project development agreement to address project scope, comprehensive funding, construction schedule and coordination, and future operations.

D. Consistent with the provisions of the O & M Agreement, the Ocean Pavilion building, exhibits, and other infrastructure will be owned by the City, while SEAS will own the animals and other personal property. Additionally, the Ocean Pavilion will include Waterfront Related Elements (defined below) for public access and enjoyment and connections to the Seattle waterfront.

E. The Parties recognize that the successful realization of the Ocean Pavilion will increase the vibrancy of adjacent public spaces being developed by the City. In 2018, the Aquarium hosted more than 850,000 visitors, including 40,000 students and provided 69,000 free tickets to more than 300 partner organizations. Attendance is expected to increase to 1.2 million visitors a year with the opening of the Ocean Pavilion, a facility that will better accommodate the growing population in the Puget Sound region.

F. In consideration of the Waterfront Related Elements and future City ownership of the Ocean Pavilion, the City and SEAS desire to enter into this Agreement to confirm the baseline amount of City funding for construction of the Ocean Pavilion, to set out certain

prerequisites for disbursement of City funding, and to satisfy a portion of the conditions for a project development agreement between the Parties under the 2018 MOU. Following this Agreement and additional design progress for the Ocean Pavilion, the City and SEAS will enter into a separate construction agreement to satisfy the remaining obligations for a project development agreement under the 2018 MOU.

AGREEMENT

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

1. Definitions.

1.1 “2018 MOU” means the Memorandum of Understanding between the City and SEAS contemplated by Ordinance 125630 with an effective date of August 27, 2018.

1.2 “Animal Care Center” means the off-site facility that will be secured by SEAS to address both short- and long-term animal care for the Ocean Pavilion and existing SEAS exhibits.

1.3 “Budget Director” means the Director of the City Budget Office.

1.4 “City’s Funding Commitment” is defined in Section 2.1.

1.5 “Claims” is defined in Section 7.

1.6 “Concept Design” means the Central Waterfront Concept Design and Framework Plan for the Central Waterfront Project, dated July 2012 and referenced in Resolution 31399.

1.7 “Construction Agreement” means a future agreement between the City and SEAS describing the terms and conditions under which SEAS will construct the Ocean Pavilion in accordance with the Final Project Design and the terms and conditions under which the City will disburse the City’s Funding Commitment. The Construction Agreement is further described in Section 6.

1.8 “Directors” means the SEAS Chief Executive Officer, the SPR Superintendent, and the OWCP Director.

1.9 “Day” means a calendar day, inclusive of Saturdays, Sundays, and City Holidays. If the last day of any time period set out in this Agreement falls on a Saturday, Sunday, or City Holiday, then the time period shall be deemed to expire at 5:00 p.m. PST on the next day that is not a Saturday, Sunday, or City Holiday.

1.10 “Final Project Design” refers to the construction documents for the Ocean Pavilion approved by the SPR Superintendent and Office of the Waterfront as further described in Section 4.3 and 4.4.

- 1.11 “Fundraising Plan” is defined in Section 2.3.
- 1.12 “Indemnatee” is defined in Section 7.3.
- 1.13 “Indemnitor” is defined in Section 7.3.
- 1.14 “Main Corridor Project” refers to the City’s project to construct Alaskan Way and Elliott Way from South King Street to Bell Street including the park promenade and referenced by City bid documents as PW#2018-085.
- 1.15 “Mediation Period” is defined in Section 8.
- 1.16 “O & M Agreement” is defined in Recital A.
- 1.17 “Ocean Pavilion” means the new aquarium building, including the Waterfront Related Elements, to be constructed by SEAS in accordance with the Final Project Design and the Construction Agreement.
- 1.18 “Overlook Walk Project” means the project to be constructed by the City that includes the bridge from the Pike Place Marketfront over Alaskan Way to the roof of the Ocean Pavilion, stairs extending west towards Pier 62, and stairs wrapping the north side of the Ocean Pavilion.
- 1.19 “OWCP” means the City’s Office of the Waterfront and Civic Projects.
- 1.20 “Parties” means SEAS and the City.
- 1.21 “Project” refers to SEAS’ project to secure, design, and construct the Ocean Pavilion and Animal Care Center.
- 1.22 “Project Budget” is defined in Section 2.
- 1.23 “Project Permits” are defined in Section 4.1.
- 1.24 “Project Premises” is defined in Section 6.1.
- 1.25 “SEAS” means the Seattle Aquarium Society.
- 1.26 “SDCI” means the Seattle Department of Construction and Inspections.
- 1.27 “SDOT” means the Seattle Department of Transportation.
- 1.28 “SPR” means the Seattle Department of Parks and Recreation.
- 1.29 “Waterfront Related Elements” means the accessible rooftop on the Ocean Pavilion that includes public open space at the Overlook Walk deck level with landscape consistent with the design, character and quality of the Overlook Walk, the public stair on the west façade of the Ocean Pavilion, and the public stair and elevator on the south façade of the

Ocean Pavilion. The Waterfront Related Elements are more fully depicted and described in attached Exhibit B.

2. Project Cost; Funding; Term of Agreement.

2.1 Project Cost. The total Project cost is approximately One Hundred Thirteen Million Dollars (\$113,000,000.00), consistent with the current “Project Budget” as more fully described in attached Exhibit C. The Project Budget encompasses all available funding sources, including the City’s Funding Commitment. The Construction Agreement shall include an updated exhibit that reflects the then-current Project Budget.

2.2 City Funding and Other City-Related Support.

2.2.1 City’s Funding Commitment. The City commits to include in the City Capital Improvement Program a total of Thirty-Four Million Dollars (\$34,000,000.00) for the Ocean Pavilion (the “City’s Funding Commitment”). The City’s Funding Commitment is inclusive of the amounts paid to SEAS under prior agreements for the design and development of the Ocean Pavilion including the 2018 MOU. Proceeds of the City’s Funding Commitment may be used solely to reimburse SEAS for Project costs for the Ocean Pavilion including the associated costs of planning, design, and construction. The parties acknowledge that the City’s Funding Commitment is conditioned, in part, upon the over-all scope of the Project as reflected in the Project Budget attached as Exhibit C and SEAS construction of the Waterfront Related Elements consistent with Exhibit B as refined through the design review process under Section 4.3. If the Project Budget were to be significantly reduced by SEAS, the City reserves the right to adjust the City’s Funding Commitment.

2.2.2 1% for the Arts. The Project Budget shall include an amount equal to one percent of the City’s Funding Commitment for public art to be installed by SEAS in a publicly accessible location. The siting, ownership, and selection process for the art program shall follow a process agreed to between SEAS, SPR, OWCP, and the City’s Office of Arts and Culture.

2.3 SEAS Funding. SEAS will be responsible for securing the balance of funding needed to fully fund the Ocean Pavilion in accordance with the Final Project Design and for fully funding the Animal Care Facility, approximately Seventy-Nine Million Dollars (\$79,000,000.00) in 2019 dollars, which may be increased or decreased commensurate with changes to the scope, design, and schedule for the Project and any cost overruns or increases. SEAS agrees to use its best efforts to secure commitments from private individuals, corporations, foundations, and governmental sources (other than the City of Seattle), consistent with the Fundraising Executive Summary attached as Exhibit D. SEAS’ success in achieving its fundraising objectives shall be evaluated by the Budget Director when making his or her determinations under Section 2.4.5. No later than June 30, 2020, SEAS shall submit to the City Budget Director for his or her review and approval SEAS’ complete plan for raising the remaining approximately \$79,000,000.00 in funds in the current Project Budget (the “Fundraising Plan”). Thereafter SEAS shall submit an updated Fundraising Plan to the City Budget Director no later than October 1 of each subsequent year. The Fundraising Plan shall include: (i) annual targets for amounts to be raised and pledges secured; (ii) sequential

solicitation strategies; (iii) recognition opportunities; (iv) assumptions as to when the pledge payments shall be made; (v) collection strategies and internal resources needed to secure pledges sufficient to meet the fundraising schedule; (vi) a proposed progress reporting mechanism to provide quarterly updates to the City on accomplishment of fundraising milestones; (vii) financing arrangements in place or under development to ensure timely availability of funding as needed to meet SEAS obligations to provide funds consistent with Exhibit D, including sources and timelines for repayment of financing; (viii) updates as needed to address strategies to raise additional funds to address any increase in the Project Budget; and (ix) and any other issues the Parties mutually agree to include in the Fundraising Plan. SEAS donor pledges will be reviewed by Budget Director under procedures to protect the confidentiality of donors and the SEAS donor-related information to the extent allowed by law. SEAS will submit to the Budget Director copies of the pledges in a form acceptable to the Budget Director, with donor names verified by the Budget Director but omitted from the copy submitted. The Budget Director will approve a pledge for the purposes of the Fundraising Plan review if it is from a person or entity with sufficient net worth in relation to the amount pledged and the Budget Director knows of no reason the pledge would not be honored. Notwithstanding anything to the contrary in the O & M Agreement, including Section 6.7 of that Agreement, SEAS may obtain construction loan bridge financing for the Project in amounts greater than One Million Dollars (\$1,000,000.00) to assist in meeting cash-flow milestones during construction with no obligation to obtain separate approval of the City or the Budget Director for any financing consistent with the Fundraising Plan and Project Budget. Collateral for such loan shall not include City of Seattle assets.

2.4 Conditions for Commencement of Construction. SEAS shall not begin any construction on the site until each of the conditions under Sections 2.4.1 through 2.4.5 are met:

2.4.1 Issuance of the Project Permits reflecting the Final Project Design;

2.4.2 A final, fully executed Construction Agreement between the City and SEAS;

2.4.3 A final construction coordination and delivery plan that ensures efficient and cost-effective delivery of the Project and adjacent coordinated projects proposed by the City in accordance with the Concept Design;

2.4.4 Documentation demonstrating to the City that SEAS' general contractor has agreed: (a) to a guaranteed maximum price to construct the Ocean Pavilion as represented in the 100% construction documents that are consistent with the Final Project Design; and (b) SEAS contract with its general contractor provides for the requirements in Section 5.3; and

2.4.5 Determination by the Budget Director, based on review of the status of SEAS fundraising efforts against the Fundraising Plan, that SEAS has timely access to sufficient funds from all available sources, including the City's Funding Commitment and funding from other public and private sector sources, to fully fund the cost of completing Project construction as reflected in the Project Budget.

2.5 Disbursement of City Funding Commitment. Except for that portion of the City's Funding Commitment which has been or will be disbursed under the 2018 MOU, the City's obligation to disburse the City's Funding Commitment to SEAS is conditioned upon: (i) the existence of a valid Construction Agreement which includes the material terms under Section 5; and (ii) appropriations consistent with the yearly funding plan identified in the City's Capital Improvement Program. Subject to the requirements of this Agreement and procedural requirements for disbursement in the Construction Agreement, the City's Funding Commitment will be allocated to reimburse SEAS for Ocean Pavilion costs before SEAS has an obligation to use funding from other sources.

2.6 Final Allocation of City Funding. After receiving a final certificate of occupancy for the Ocean Pavilion, SEAS shall provide the City with a final allocation and summary of the use of the City's Funding Commitment, demonstrating that an amount equal to the total City Funding Commitment was expended for eligible Project costs.

2.7 Term. This Agreement shall be effective on the date when signed by an authorized representative of each Party and shall automatically expire on the date of termination of the Construction Agreement. If the Parties have not entered into a Construction Agreement on or before five (5) years from the effective date of this Agreement, this Agreement shall automatically terminate without further action by either Party and the City shall have no further obligation to disburse the City's Funding Commitment, other than any amounts payable under the 2018 MOU prior to termination of this Agreement.

3. Project Cost Overruns Responsibility. SEAS shall complete the Project consistent with the Final Project Design and the Construction Agreement. SEAS shall be responsible for any cost overruns and the City's obligation to reimburse SEAS for any Project-related costs shall not exceed the City's Funding Commitment. SEAS responsibility for cost overruns notwithstanding, the City shall bear financial responsibility for any costs resulting from changes to the scope of the Ocean Pavilion requested by the City after the City approves the Final Project Design, provided the City shall not be responsible for the costs associated with any changes required to make the Final Design constructable or any changes required to satisfy permitting or other regulatory requirements.

4. Project Design Review and Approval.

4.1 Environmental Review and Permitting. State Environmental Policy Act review for the Project was completed with publication of a Final Environmental Impact Statement on November 15, 2018, with SPR as the lead agency. Prior Environmental Review for the Waterfront Related Elements was completed with publication of a Final Environmental Impact Statement for the Alaskan Way, Promenade, and Overlook Walk on October 31, 2016. SEAS shall be responsible for obtaining additional permits required to construct the Project. Such permits may include a Master Use Permit with a Shoreline Substantial Development Permit component, building and construction permits, utilities permit, and other minor permits (collectively, "Project Permits").

4.2 Project Design Management. SEAS shall undertake and be responsible for the management of all aspects of the design of the Project, including coordination of City

proprietary reviews in accordance with the process described below and with City regulatory reviews for Project Permits. SEAS shall engage and manage, without limitation, project managers, architects and other design professionals and a general contractor necessary for the Project.

4.3 City Proprietary Design Review and Approval. SEAS shall provide to SPR and OWCP the 50% design development drawings and 60% and 90% construction documents (each a “Milestone”) for the Ocean Pavilion for approval, which approval shall not be unreasonably denied, conditioned or delayed. The Parties acknowledge that the scope, materials, design, and systems for the Ocean Pavilion may be modified and reduced as it progresses through the Milestone phases in response to budget and other constraints. The following reviews shall occur for each Milestone: (a) SPR proprietary review for the benefit of the City in its capacity as the ultimate owner of the Ocean Pavilion; and (b) OWCP proprietary review for compatibility with the Central Waterfront Project elements.

4.4 Review Timeline. SPR and OWCP shall have 60 days to review and request modifications or approve each Milestone (the “City Review Timeline”). SEAS shall respond to any requested modifications within 21 days by either: (x) incorporating changes into the Milestone Plan, or (y) providing a written response explaining why requested modifications will not be incorporated into the Milestone Plan. Thereafter, within 14 days (the “City Response Timeline”), SPR and OWCP may either accept SEAS response or trigger the dispute resolution procedure described in Section 8. OWCP and SPR shall coordinate their review comments prior to transmission to SEAS. Should SPR and OWCP approve the 90% construction documents, the approved 90% construction documents shall constitute the “Final Project Design.” The reviews provided for in this Section are for the benefit of the City in its proprietary capacity as the owner of the existing Aquarium facility, the future Ocean Pavilion, and the owner of the future Waterfront Park. Nothing in this Section is intended to in any way alter or modify the regulatory role or regulatory reviews of City departments.

5. Construction Agreement. The City and SEAS will use good faith efforts to negotiate and agree upon a Construction Agreement by August 30, 2020. The Construction Agreement shall supplement this Agreement and together with this Agreement shall satisfy the requirement in Section 6 of the 2018 MOU for a project development agreement. Accordingly, the Construction Agreement shall include the material terms in this Section 5 along with other appropriate provisions agreed upon by the Parties.

5.1 Project Scope and Site Plan. The Construction Agreement shall rely on the approved Final Project Design for the Ocean Pavilion as the detailed scope and site plan for the Agreement. The Construction Agreement will also include a written description of the Ocean Pavilion and Waterfront Related Elements relationship to the Overlook Walk and other components of the Central Waterfront Project to be constructed by the City.

5.2 Procedures for City Funding Commitment Disbursement. Provisions describing eligible costs and allowing SEAS to request disbursements of the City’s Funding Commitment no more frequently than monthly to reimburse eligible costs. SEAS shall request disbursement of funds only for payment of such costs already incurred and each request must be limited to the amount needed to reimburse SEAS for expenditures for the Ocean Pavilion. The

Construction Agreement shall also contain an updated projection for quarterly spending of the proceeds of the City's Funding Commitment until such proceeds are projected to have been fully disbursed.

5.3 Project Management and Coordination. The Construction Agreement shall include SEAS obligations with respect to ongoing project management, construction coordination and site management between the City's projects, including Main Corridor, Overlook Walk projects and the Ocean Pavilion, insurance requirements for SEAS contractor and SEAS, and a process for review of material design changes after Final Project Design approval. The Construction Agreement shall also include requirements for construction contracting with SEAS general contractor and others as appropriate to comply with the City's standard contracting and social equity requirements, including: (a) payment of prevailing wages and reporting; (b) City of Seattle Community Workforce Agreement; (c) Women and Minority Business Inclusion and Social Equity Plan; (d) retainage; (e) Acceptable Work Site Policy requirements; and (f) Prompt Pay.

5.4 Schedule. The Construction Agreement shall include a "Construction Timeline" for the Ocean Pavilion, which will be an update to the "Anticipated Construction Timeline" attached as Exhibit E that contains preliminary sequencing and milestones for on-site construction of the Ocean Pavilion, and the Overlook Walk in relation to the Main Corridor Project.

5.5 Project Budget. The Construction Agreement shall include the then-current Project Budget.

5.6 O & M Agreement Amendments. The Construction Agreement shall include a term sheet containing general points of agreement for revising the O & M Agreement to account for operations, maintenance and management of the Ocean Pavilion, the public spaces immediately adjacent to the existing Aquarium facility and the Ocean Pavilion, and the public amenities to be provided in the Waterfront Related Elements, and any other revisions that are mutually agreed upon by the Parties. The O & M Agreement term sheet shall include terms consistent with the requirement that the Waterfront Related Elements serve the purpose of public open space, public access and public amenities complementing and connecting to the parks and public spaces to be built as part of the Waterfront Seattle Program and extending for the life of the Ocean Pavilion. The Parties shall endeavor to negotiate and finalize amendments to the O & M Agreement prior to the transfer of ownership of the Ocean Pavilion facility to the City (addressed in Section 6). Future amendments to the O & M Agreement shall be conditioned upon an authorizing ordinance of Seattle City Council.

6. Site; Ownership.

6.1 The Ocean Pavilion will be constructed on property owned by the City and currently controlled by SDOT. SDOT will work with SEAS to designate site boundaries sufficient for the purposes of SDCI's approval of Project Permits. Anticipated site boundaries for the Ocean Pavilion are depicted in the site plan attached as Exhibit A. The final site plan

boundaries depicted on Exhibit A are subject change and refinement in the Construction Agreement as described under Section 5.1.

6.2 SEAS shall own the Ocean Pavilion facility including the shell, core, and exterior spaces, and appurtenances, fixtures, improvements, equipment, and other property attached to the building (“Project Premises”) until ownership is transferred to the City through SPR. The specific timing and process for such ownership transfer shall be addressed in the Construction Agreement. All personal property attached to or installed in the Project Premises, including furniture and furnishings, animals and rights to animals, shall be and remain the property of SEAS.

7. Indemnifications.

As used in this Section 7, “Claims” means any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses of any kind arising from third-party personal injury or third-party property damage.

7.1 **City Indemnification.** To the extent permitted by law, SEAS agrees to indemnify, defend, and hold the City, its elected officials, employees and agents harmless from and against Claims to the extent arising from the negligence or willful misconduct of SEAS, its officers, employees, contractors and agents with respect to performance of the activities contemplated under this Agreement. The obligations to be provided pursuant to this subsection shall survive termination of this Agreement.

7.2 **SEAS Indemnification.** To the extent permitted by law, the City agrees to indemnify, defend, and hold SEAS, its officers, employees, and agents harmless from and against Claims to the extent arising from the negligence or willful misconduct of the City, including OWCP, SPR, their officers, employees, contractors and agents with respect to performance of the activities contemplated under this Agreement. The foregoing obligations to be provided pursuant to this subsection shall survive termination of this Agreement.

7.3 **Procedure.** Whenever one Party (the “Indemnatee”) shall have received notice that a Claim or demand has been asserted or threatened that is subject to the other Party’s defense and indemnification obligations, the Indemnatee shall deliver notice to the other Party (the “Indemnitor”) of such claim or demand and of the facts within the Indemnatee’s knowledge that relate thereto as promptly as reasonable under the circumstances.

8. **Dispute Resolution.** The Parties shall make their best efforts to resolve disputes as quickly as possible through direct discussions at the lowest possible decision-making level, and in the event such discussions are unsuccessful, to participate in good faith in the mediation process described below prior to either Party initiating any judicial process.

If an issue cannot be resolved by discussions between SEAS staff and consultants and City staff and consultants, then within 30 days after either SEAS or the City notify the other in writing of the existence of a dispute, or immediately upon expiration of the City Response Timeline, then the matter shall be referred to the SEAS Chief Executive Officer, the SPR Superintendent, and the OWCP Director (collectively, the “Directors”) for resolution. If the Directors are unable to

resolve the dispute within a period of 21 days after the matter has been formally submitted to them for resolution, then they shall meet in-person or telephonically during the immediately succeeding 7 days to select a mediator to assist in the resolution of such dispute. If the Directors are unable to agree on a mediator within such 7-day period, then either Party may apply to the American Arbitration Association for the appointment of a mediator according to the process that is established by such entity for such action. SEAS and the City shall share equally in the cost for mediation of any dispute.

Notwithstanding the existence of any dispute between them, the Parties shall continue to carry out, without unreasonable delay, all their respective responsibilities under this Agreement or the 2018 MOU which are not affected by the dispute. Neither Party shall commence any litigation against the other with respect to any claim or dispute arising hereunder without first participating, in good faith, in mediation as contemplated by this Section; provided, however that the Parties shall be conclusively deemed to have participated, in good faith, in mediation upon the expiration of 90 days after either the Directors agree on a mediator or either Party applies to the American Arbitration Association for the appointment of a mediator (the “Mediation Period”).

9. Miscellaneous.

9.1 Force Majeure. Neither the City nor SEAS shall be deemed in default of this Agreement nor liable for any damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, or war.

9.2 Governing Law. This Agreement is governed by the laws of the state of Washington. Venue for any action under this Agreement shall be in King County, Washington. Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any governmental restrictions, or otherwise be rendered unenforceable or ineffectual, then the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

9.3 Entire Agreement; Relationship to 2018 MOU and Other Agreements. This written Agreement and the 2018 MOU, together with all of the exhibits attached thereto, constitute the scope of the agreements and representations between the City and SEAS with respect to the subject matter hereof. Each of the Parties hereby expressly acknowledges that it has not relied on any statement correspondence, memorandum, agreement, proposal, oral presentation, warranty or representation not contained or provided for in this Agreement and the 2018 MOU. Except as otherwise specifically contemplated in this Agreement, the 2018 MOU and the O & M Agreement remain in full force and effect. If a conflict should arise between this Agreement and the 2018 MOU, the 2018 MOU shall govern with respect to the City’s reimbursement of design costs, and this Agreement shall govern with respect to all other matters. If a conflict should arise between this Agreement and the O & M Agreement, this Agreement shall govern any matter relating to the design, construction, and funding of the Ocean Pavilion,

and the O & M Agreement shall govern all other matters relating to the operation and maintenance of the Aquarium.

9.4 Relationship of the Parties. This Agreement does not constitute SEAS as the agent or legal representative of the City for any purpose whatsoever. SEAS has no express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.

9.5 Amendments. No alteration or modification or waiver of the terms or conditions of this Agreement shall be valid and binding unless made in writing and signed by the authorized representatives of the Parties.

9.6 Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated three days from the date of the notice if correspondence is provided consistent with the requirements of this Section. For the convenience of the Parties, copies of notices required by this Agreement may also be given by other means, including email; however, neither party may give official or binding notice except by personal delivery or certified mail.

If to City:

Marshall Foster, Director
Office of the Waterfront and Civic Projects
Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124

Jesús Aguirre, Superintendent
Seattle Department of Parks and Recreation
100 Dexter Avenue N
Seattle, WA 98109

With a copy to:

City Attorney's Office
Rebecca Keith, Assistant City Attorney
701 Fifth Avenue, Suite 2050
Seattle, WA 98104-7097

If to SEAS:

Seattle Aquarium
Robert Davidson, President and CEO
1483 Alaska Way, Pier 59
Seattle, WA 98101

With a copy to:

Abigail P. DeWeese
Hillis Clark Martin & Peterson P.S.
999 3rd Avenue, Suite 4600
Seattle, WA 98104

9.7 **Headings.** The section headings and table of contents used in this Agreement are for the purposes of convenience and do not alter in any manner the content of the sections.

9.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument. Counterpart signature copies of this Agreement may be delivered by facsimile or email/.pdf and shall be deemed effective upon delivery, provided that originally executed copies shall be delivered by such party via first class mail return receipt requested.

9.9 **Time of the Essence.** Time is of the essence in this Agreement and all covenants and deadlines hereunder.

9.10 **No Waiver.** A Party's failure to complain or object to any act, omission or breach of this Agreement by the other Party shall not be deemed a waiver of the express terms of this Agreement, nor shall it operate to excuse a breach of any other provision of this Agreement. If any action of any Party requires the consent or approval of another, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

9.11 **Partial Invalidity.** If any court determines that any provision of this Agreement or the application hereof is, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby and each other term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Exhibits (attached):

- Exhibit A – Site Plan
- Exhibit B – Waterfront Related Elements
- Exhibit C – Ocean Pavilion Budget
- Exhibit D – Ocean Pavilion Fundraising Plan Executive Summary
- Exhibit E – Anticipated Construction Timeline

[SIGNATURE PAGES FOLLOW]

CITY OF SEATTLE
(a Washington municipal
corporation):

OFFICE OF THE WATERFRONT AND CIVIC PROJECTS,

By: _____
Name: _____
Its: _____

SEATTLE PARKS AND RECREATION DEPARTMENT,

By: _____
Name: _____
Its: _____

SEAS:

SEATTLE AQUARIUM SOCIETY,
a Washington non-profit corporation

By: _____
Name: _____
Its: _____

DRAFT

Alt-Text: Ocean Pavilion Site Plan

EXHIBIT A

Ocean Pavilion Site Plan

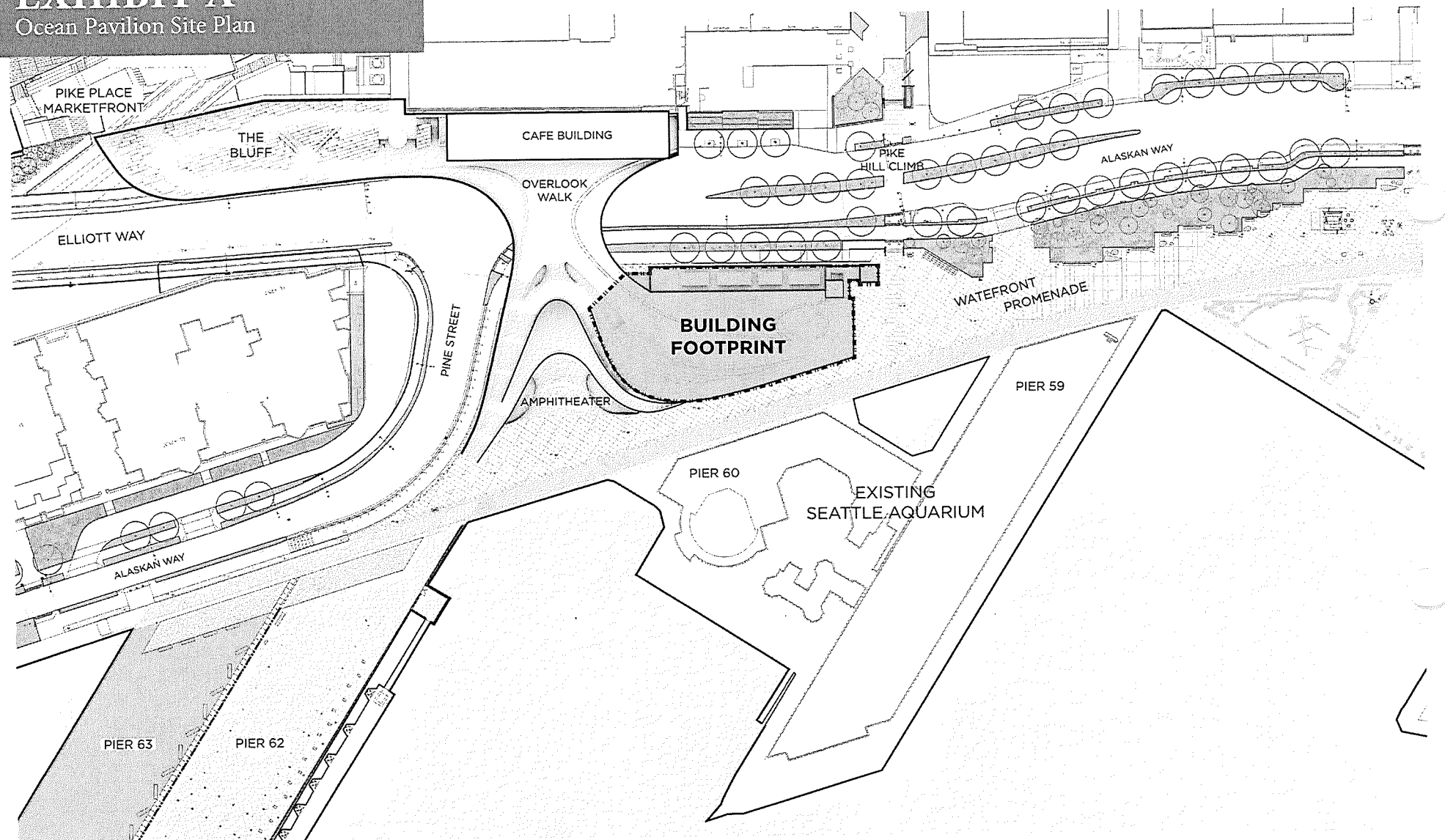
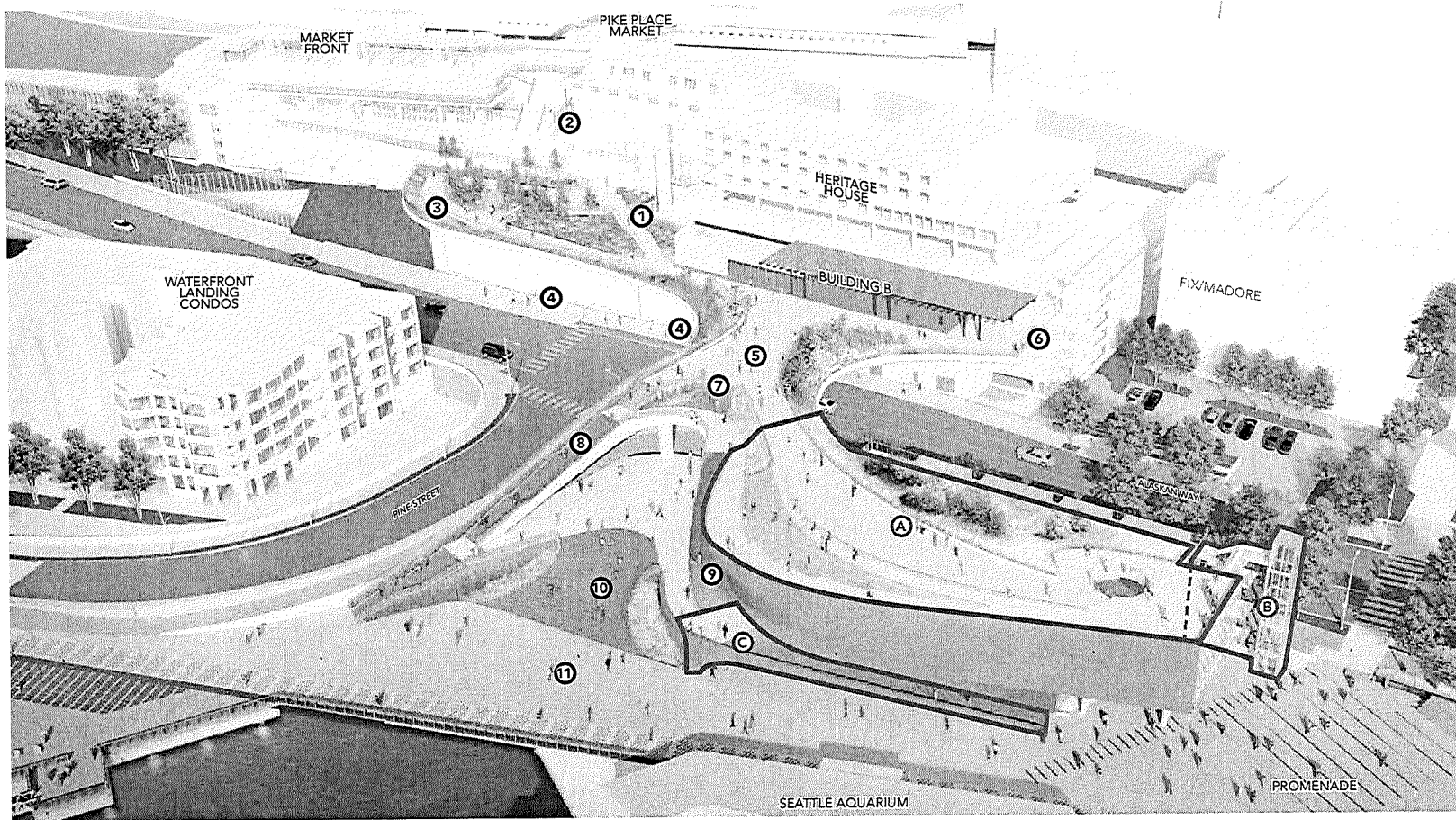


EXHIBIT B

Ocean Pavilion Waterfront Related Elements

OVERLOOK WALK CONCEPT VALIDATION REPORT REVISED CONCEPT DESIGN



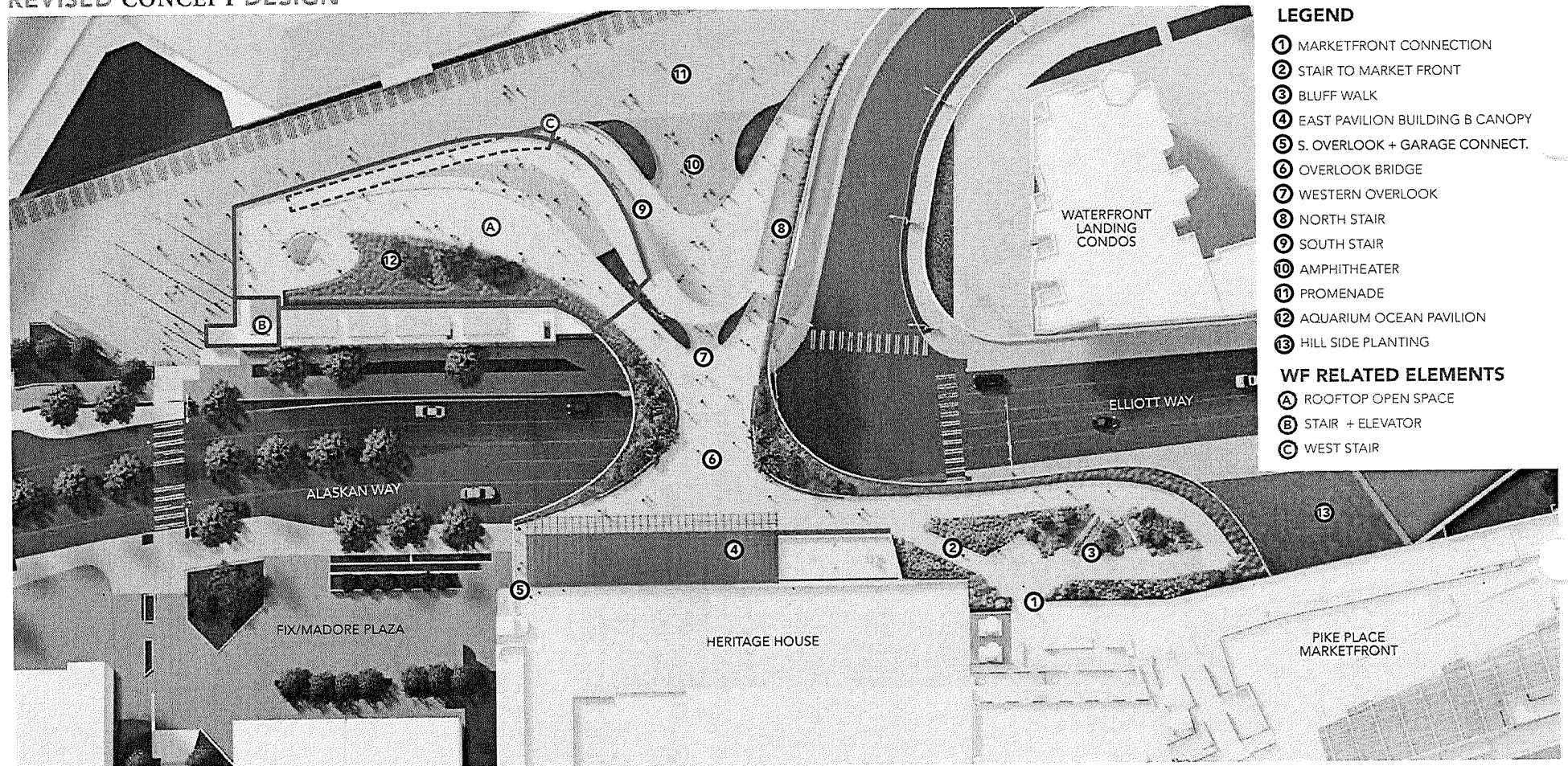
LEGEND

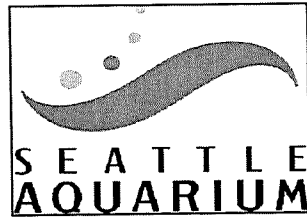
- ① STAIRS
- ② BLUFF WALK
- ③ BLUFF LANDING
- ④ STORAGE
- ⑤ BRIDGE
- ⑥ S. OVERLOOK + GARAGE CONNECT.
- ⑦ WEST OVERLOOK
- ⑧ NORTH STAIRS
- ⑨ SOUTH STAIRS
- ⑩ AMPHITHEATER
- ⑪ PROMENADE

WF RELATED ELEMENTS

- A ROOFTOP OPEN SPACE
- B STAIR + ELEVATOR
- C WEST STAIR

OVERLOOK WALK CONCEPT VALIDATION
REPORT
REVISED CONCEPT DESIGN

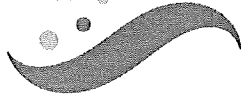




Seattle Aquarium
Ocean Pavilion Expansion Project
(Total Project Budget - August 2019)

Exhibit C - Ocean Pavilion Budget
DRAFT

	Current TOTAL Budget
<i>1. A/E Services (A/E and Exhibit design including concept development)</i>	\$ 9,432,058
<i>2. Additional Consultants</i>	\$ 239,693
<i>3. Permits/Fees/Entitlements</i>	\$ 1,255,275
<i>4. Construction (incl Const. Contingency and Preconstruction)</i>	\$ 88,136,170
<i>5. Construction Related Expenses (incl PM and Owner's Contingency)</i>	\$ 8,136,804
<i>6. Animal Care Center/Financing/Internal Costs</i>	\$ 5,800,000
GRAND TOTAL PROJECT COSTS	\$ 113,000,000



SEATTLE THE NEW OCEAN PAVILION: FUNDRAISING EXECUTIVE SUMMARY

AQUARIUM AN EXPANDED AQUARIUM AT THE HEART OF SEATTLE'S NEW WATERFRONT

PROJECT DESCRIPTION

The Seattle Aquarium is taking a bold first step to advance its conservation mission within and beyond its walls through the creation of the Ocean Pavilion. Integrated into the base of the new waterfront park's Overlook Walk, the expanded Aquarium with the Ocean Pavilion will be a defining civic gem within Seattle's waterfront. The project will propel us toward a world-class aquarium campus that is fit for our growing city—inviting everyone to experience the ocean through Seattle's eyes.

Today, we're witnessing the most profound change in our planet's ocean in the past 64 million years, and it's happening within one human lifetime. Our generation will define what it looks like to live on Planet Earth for those who follow. Seattle can lead the way, and the new Ocean Pavilion will help us shed light on the urgent threats facing our ocean, mobilize a new generation of marine conservationists and create something remarkable for our city in the process.

A respected authority on Puget Sound and Salish Sea, the Aquarium serves as the largest platform for ocean conservation and engagement in the Pacific Northwest. Through expanded partnerships and community programming we are fostering an emerging ocean ethic, increasing awareness and taking action to help preserve and protect our marine environment.

PROJECT OVERVIEW

Completion:

The estimated timeline includes groundbreaking in 2021, with an opening celebration for the new Ocean Pavilion in late 2023, corresponding with the completion of the city's new waterfront park.

Budget:

- Projected cost for design and construction of the Ocean Pavilion is approximately \$113 million that will be financed through a combination of public and private funds.

Goals of the expanded Aquarium:

- Reconnect the city with Puget Sound and its central waterfront.
- Further the Aquarium's mission of *Inspiring Conservation of our Marine Environment* and accommodate an expected increase in future attendance that can be expected from the completion of the new waterfront park.
- Expand the Aquarium's reach as the largest marine conservation organization in the Pacific Northwest, a place where education, conservation, research, fieldwork and public policy all intersect to help inspire behavior change on behalf of our ocean.
- Broaden our conservation impact by launching new conservation partnerships in the Indo-Pacific and Coral Triangle that will be brought to life in the new Ocean Pavilion—helping millions understand the challenges facing our local Puget Sound in a critical global context.
- Develop of an offsite animal care center to address short and long-term animal care, veterinary and rehabilitation needs, and expanded research capacity.

Projected outcomes:

- Increase the Aquarium's capacity from its current attendance of 850,000 per year to an approximate 1.2 million that we will inspire with our conservation mission—a 40 percent increase over today.
- Offer a unique window into ocean conservation by offering: compelling exhibits and event experiences; education programs for people of all ages and backgrounds; community outreach to underserved communities; conservation research that advances understanding and improves management of marine species; and more.
- Provide our volunteers, Youth Ocean Advocates, and other Aquarium community members new opportunities to learn, interpret and share.
- Expand our conservation impact and offer a spectacular window into the importance of ocean health: showing us not just what's at stake, but how, why and where our own lives fit into the ocean equation.

Project fundraising timeline

- **Feasibility and Preparation:** Comprehensive Feasibility Analysis was completed in 2017 and 2018 including development of the Project Case Statement and identification of Campaign Leadership.
- **Phase I:** Secure Keystone & Leadership gifts (\$500K +; July 2018–Dec 2020) from individuals, corporations and foundations.
- **Phase II:** Launch Major Gift Phase (\$100K+; Jan 2020–Dec 2021).
- **Phase III:** Launch of Aquarium Community Phase (Jan 2021–Dec 2022) and Public Phase (Jan 2023–Opening) to help build excitement and engage public in the campaign.

FUNDRAISING STRATEGY FOR THE OCEAN PAVILION

PROFILE OF GIFTS NEEDED TO RAISE \$60 MILLION

Gift Size	No. of Gifts Needed	Category Total	% of Total	# Prospects Needed
Keystone Gifts				
\$10,000,000	1	\$10,000,000		3
\$5,000,000	3	\$15,000,000		9
\$2,500,000	5	\$12,500,000		15
Sub-Total	9	\$37,500,000	63%	27
Leadership Gifts				
\$1,000,000	10	\$10,000,000		30
\$500,000	10	\$5,000,000		30
Sub-Total	20	\$15,000,000	25%	60
Major Gifts				
\$250,000	12	\$3,000,000		36
\$100,000	15	\$1,500,000		45
\$50,000	25	\$1,250,000		75
\$25,000	30	\$750,000		90
\$10,000	50	\$500,000		150
Sub-Total	132	\$7,000,000	12%	396
General Campaign				
Up to \$10,000	100	\$500,000		Many
Sub-Total	100	\$500,000	1%	300
TOTAL	261	\$60,000,000	100%	

Exhibit E - Ocean Pavilion Anticipated Construction Timeline

High Level Overview 8 20 19

Task Name	2018				2019				2020				2021				2022				2023			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1																								
2 EIS																								
3 MOU Negotiation and Approval																								
4 Contractor Selection																								
5 Funding Agreement Negotiation																								
6 Construction Agreement																								
7 Design Development																								
8 Construction Documents																								
9 Tribes Outreach and Program Development																								
10 MUP/Permits																								
11 Viaduct Demo																								
12 Offsite Animal Care Center Lease and Build-out																								
13 Waterfront Main Corridor Construction																								
14 Ocean Pavilion Potential Early Procurement and Fabrication																								
15 Ocean Pavilion Construction																								
16 Ocean Pavilion Commission and Exhibit Acclimation																								
17 OLW Construction																								
18 Waterfront Park Construction																								

Note: Schedule subject to change based on ongoing design and coordination with adjacent projects (see Section 5.4 of the Agreement).

STATE OF WASHINGTON -- KING COUNTY

--SS.

380597

No. 126012,13,14,15,16,17,18

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.

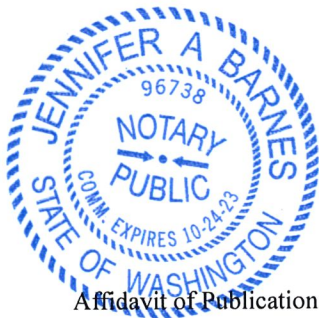
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

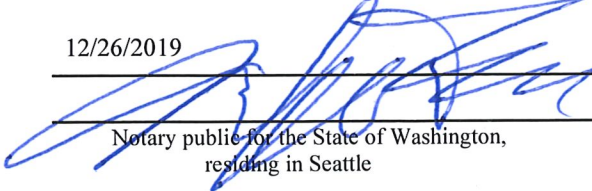
12/26/19

The amount of the fee charged for the foregoing publication is the sum of \$163.88.




Subscribed and sworn to before me on

12/26/2019


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on December 09, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 126012

Council Bill 119722

AN ORDINANCE amending Ordinance 125724, which adopted the 2019 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Ordinance 126013

Council Bill 119707

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into an easement area amendment agreement with King County, to revise the legal description of an existing easement for an electric transmission and distribution line through King County Airport property.

Ordinance 126014

Council Bill 119661

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property adjacent to Terry Pettus Park on Lake Union; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

Ordinance 126015

Council Bill 119700

AN ORDINANCE relating to the Central Waterfront Project; authorizing a funding agreement and a future construction agreement between The City of Seattle and the Seattle Aquarium Society for a new aquarium facility to be known as the Ocean Pavilion; finding that the funding and construction agreements authorized by this ordinance meet the intent and purpose of the project development agreement and comprehensive funding plan described under Ordinance 125630; and amending Ordinance 125630 accordingly.

Ordinance 126016

Council Bill 119627

AN ORDINANCE relating to historic preservation; imposing controls upon the Highland Apartments, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

Ordinance 126017

Council Bill 119630

AN ORDINANCE relating to historic preservation; imposing controls upon the Bleitz Funeral Home, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

Ordinance 126018

Council Bill 119644

AN ORDINANCE relating to the Department of Finance and Administrative Services; declaring 5-foot wide properties that lie between the northwesterly line of Clarmar Crags, recorded Vol. 37 page 47 in King County, and the southeasterly line of Alki Beach, an unrecorded plat; being a portion of the Undesignated Tract of Plat of West Seattle Park, recorded Vol. 3 page

177 in King County, as surplus to the City's needs; authorizing the sale of said properties to the owners of the adjoining properties; authorizing the Director of Finance and Administrative Services to execute all documents for the sale and transfer of the properties at fair market value; and directing how proceeds from the sale shall be distributed.

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