

ORDINANCE No. 118116

MC

Anc Department

COUNCIL BILL No. 111217

The City of Seattle--Legisla

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent to execute a license agreement for use of property at Sand Point Naval Base for ballfields.

INDEXED

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

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

4/2 Parks, Public Grounds and Recreation

Full Council vote 8

COPY CONTROLLER FILE No. _____



Introduced: APR 22 1996	By: DONALDSON
Referred: APR 22 1996	To: PARKS, PUBLIC GROUNDS AND RECREATION COMMITTEE
Referred: APR 22 1996	To: RECREATION COMMITTEE
Referred: APR 22 1996	To:
Reported: APR 29 1996	Second Reading: APR 29 1996
Third Reading: APR 29 1996	Signed: APR 29 1996
Presented to Mayor: APR 30 1996	Approved: MAY - 3 1996
Returned to City Clerk: MAY - 3 1996	Published: <i>File</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Committee Chair

Law Department

The City of Seattle--Legislative Department

INDEXED

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President.

Your Committee on _____

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

4/20/66 Parks, Public Grounds and Recreation & O. DeLass

Full Council vote 8-0

Committee Chair

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ORDINANCE 118116

AN ORDINANCE relating to the Department of Parks and Recreation;
authorizing the Superintendent to execute a license
agreement for use of property at Sand Point Naval Base for
ballfields.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of the
Department of Parks and Recreation, and recommended by the
Mayor, the Superintendent or his designee is authorized to
execute a License Agreement with the United States Department
of the Navy. Said License Agreement shall be for use of the
real property described in the attached Exhibit A located at
the Sand Point Naval Station in Seattle for Little League
baseball and related recreational uses. The License Agreement
shall be substantially in the form attached hereto as Exhibit
A.

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

Section 3. This ordinance shall take effect and be in
force thirty (30) days from and after its approval by the
Mayor, but if not approved and returned by the Mayor within

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ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 29 day of April, 1996, and signed by me in open session in authentication of its passage this 29 day of April, 1996.

Jan Pucio
President _____ of the City Council

Approved by me this 3 day of May, 1996.

Norman Rice
Mayor

Filed by me this 3 day of May, 1996.

Judith E. Pappia
City Clerk

(Seal)

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EXHIBIT A:

DRAFT LICENSE AGREEMENT

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LICENSE FOR NONFEDERAL USE OF REAL PROPERTY DIV 11011/29 (1-92)		LICENSE NUMBER	
THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.			
1. NAVAL ACTIVITY (Property Location) 53 5540 NAVAL STATION PUGET SOUND, SEATTLE		2. DATES COVERED (Inclusive) FROM TO	
3. DESCRIPTION OF PROPERTY (Include room and building number where appropriate) SEE EXHIBIT "A"			
4. PURPOSE OF LICENSE FOR LITTLE LEAGUE BASEBALL AND RELATED RECREATIONAL USES.			
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		5a. LOCAL REPRESENTATIVE (Name and address) Commanding Officer, Engineering Field Activity, Northwest 19917 7th Avenue NE, Poulsbo, WA 98370-7570	
6. LICENSEE (Name and address) City of Seattle 300 Municipal Bldg Seattle, WA 98104		6a. LOCAL REPRESENTATIVE (Name and address)	
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")			
a. AMOUNT (Each Payment) None	b. FREQUENCY PAYMENT DUE N/A	c. FIRST DUE DATE N/A	d. TO (Local Government representative) N/A
AS CONSIDERATION FOR THIS LICENSE, LICENSEE SHALL PROVIDE, OR CAUSE TO BE PROVIDED, PROPERTY PROTECTION AND MAINTENANCE SERVICES AS DESCRIBED IN SPECIAL PROVISIONS.			
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required enter "None" under item 8a "Amount")			
a. AMOUNT (Each Payment) NONE	FREQUENCY PAYMENT DUE	c. FIRST DUE DATE	d. TO (Mailing Address)
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)			
a. FIRE AND EXTENDED COVERAGE NONE	b. THIRD PARTY PROPERTY DAMAGE NONE	c. THIRD PARTY PERSONAL INJURY PER PERSON NONE	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT NONE
City of Seattle is self-insured. Insurance requirement is waived but the City assumes the same liabilities arising out of its use of the Licensed Property as any licensee not so exempted.			
10. GENERAL PROVISIONS (See Reverse Side)			
II. EXECUTION OF LICENSE			
FOR DEPARTMENT OF THE NAVY	NAME, POSITION, AND TITLE ROBERT E. UHRICH DIRECTOR, REAL ESTATE DIVISION REAL ESTATE CONTRACTING OFFICER	SIGNATURE	DATE
LICENSEE			

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10. GENERAL PROVISIONS

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein.
- d. This License shall be neither assignable nor transferable by the Licensee.
- e. If utilities and services are furnished to the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor, this obligation shall include, but not be limited to, contribution toward the expense of long term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long term maintenance did not accrue in its entirety during Licensee's use.
- g. RESERVED
- h. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all structures, additions, betterment, and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of termination of this License, reasonable wear and tear excepted.
- i. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. Nothing contained herein shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:
- "LOSS, IF ANY, UNDER THIS POLICY SHALL BE ADJUSTED WITH (NAME AND LICENSEE) AND THE PROCEEDS, AT THE DIRECTION OF THE GOVERNMENT, SHALL BE PAYABLE TO (NAME OF LICENSEE), AND PROCEEDS NOT PAID TO (NAME OF LICENSEE) SHALL BE PAYABLE TO THE TREASURER OF THE UNITED STATES OF AMERICA."**
- In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding, or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding, or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.
- j. Interest: Notwithstanding any other provision of this License, unless paid within thirty (30) days, all amounts that become payable by the LICENSEE to the
- GOVERNMENT under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided in the Federal Acquisition Regulations, as in effect on the date of this License. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 95-563, the Contract Disputes Act of 1978, which is applicable to the period in which the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (a) the date fixed pursuant to this contract; (b) the date of the first written demand for payment, consistent with this License, including demand consequent upon default termination; or (c) the date of transmittal by the GOVERNMENT to the LICENSEE of proposed supplemental agreement to confirm completed negotiations fixing the amount. The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 of the Federal Acquisition Regulations in effect on the date of this contract.
- k. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee. Licensee shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:
- (a) The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy. (b) The Commanding Officer, Engineering Field Activity, Northwest, Naval Facilities Engineering Command, Poulso, Washington, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy. (c) The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policy holder at or from the premises licensed from the United States. (d) This insurance certificate is for use of facilities at item #1.
- l. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- m. No member of or delegate to congress, or resident commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.
- n. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or orders secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- o. In connection with the performance of work under this License the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- p. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

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q. SPECIAL PROVISIONS. These specified additional provisions are hereby incorporated into this License which shall be controlling in the event of any conflict with the General Provisions of this License:

1. All facilities and property comprising the Licensed Property are available "as is, where is", and, as such, the GOVERNMENT makes no warranty regarding such facilities and property either as to their usability generally or as to their fitness for any particular purpose. No utilities or services are available from the GOVERNMENT to the LICENSEE or the Licensed Property.

2. LICENSEE specifically acknowledges that the Licensed Property is adjacent to an area designated by the State Historic Preservation Officer as eligible for consideration as an Historic District. To ensure compliance with the Navy Historic and Archaeological Resource Protection Plan, LICENSEE shall not construct or modify any structures without prior approval of the GOVERNMENT.

3. LICENSEE shall acquire, install and maintain fencing at locations shown on Exhibit "A" at LICENSEE's sole cost and expense prior to initiating the use of the Licensed Property authorized in Paragraph 4. All such fencing shall be removed by LICENSEE, if required by the GOVERNMENT, at LICENSEE's sole cost and expense at the termination of this License. Such fencing shall be equivalent in material, height, and installation to the existing base perimeter fencing.

4. **PROTECTION AND MAINTENANCE SERVICES.** The services to be provided by the LICENSEE shall include furnishing all labor, supervision, materials, supplies, and equipment necessary to maintain structures, fencing, paved areas, landscaping, and grounds (including grass cutting, tree and shrub trimming, snow removal, street cleaning, and dead tree removal) comprising the Licensed Property, all property security and fire protection precautions, and utilities necessary for the protection and maintenance of the Licensed Property. Maintenance services to be furnished by the LICENSEE shall be sufficient to assure weather tightness, structural stability, protection from fire hazards or erosion, and elimination of safety and health hazards, so that the Licensed Property, including any Government owned related personal property contained therein, will remain in the condition in which it existed at the commencement of this License as documented in the Joint Inspection Report prepared pursuant to Paragraph 10.q (6), ordinary wear and tear excepted. The GOVERNMENT may inspect the Licensed Property, including the related personal property, to insure performance of the protection and maintenance services as set forth herein.

(a) Lawn Maintenance

(1) **Grass Cutting.** All grassed areas shall be cut at a uniform height between 1.0 and 3 inches. Prior to cutting, the LICENSEE shall remove any debris to ensure a finished final appearance and provide safe grass cutting conditions. LICENSEE shall dispose of all debris the same day as collected. Grass cutting is to be accomplished free of scalping, rutting, bruising, uneven, and rough cutting. After cutting, all grass shall have a uniform height. The grass clippings shall be disposed of the same day as collected. Grass areas close or adjacent to buildings, hydrants, parking lots, manholes, fences, trees, hedges, and shrubs are included in grass cutting requirements. All portable and salvageable items such as toys, picnic tables, hose, etc. shall be protected from being damaged by the grass cutting operations.

(2) **Trimming.** Trimming around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, fence lines, valves, and other similar objects shall be accomplished to match the height and appearance of the surrounding cut grass. Trimming may be accomplished by hand clipping or by use of "weed eater" type equipment. Trees and shrubs shall not be damaged by trimming operations. Grassed areas, trees, or shrubs which are killed or damaged as a result of LICENSEE's work shall be repaired or replaced by the LICENSEE at no cost to the Government. Trimming operations shall be considered a part of grass cutting and shall be accomplished concurrently (same day) with grass cutting operations. Grass cutting will not be considered complete until all trimming operations are accomplished. Grass clippings and trimmings shall be removed from grass areas, sidewalks and other paved areas the same day the grass is cut.

(3) **Edging.** All sidewalks, driveways, street edges, curbs, and other paved areas shall be edged to create a clear zone immediately adjacent to the paved surface. Edged lines shall be neat and clean, and shall be free of scalping, rutting, bruising, and uneven and rough cutting. Vegetation which has encroached onto paved areas shall be removed and disposed of off the activity.

(b) **Litter/Debris Maintenance.** The LICENSEE shall maintain Licensed Property free of litter/debris in all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets, and curbs. Litter/debris includes dead vegetation, such as leaves and limbs. All litter/debris shall be disposed of the same day as collected.

(c) **Ornamental Vegetation and Turf Pest Control.** The LICENSEE shall control pests of desirable vegetation to the extent that the pest damage is prevented in its earliest stage, for pests which include, but are not limited to: caterpillars, aphids, powdery mildew, spider mites, grasshoppers, snails, and slugs. The LICENSEE shall inspect as necessary to determine if treatment is required. Individual plants shall be treated when inspection indicates a potentially damaging population. The LICENSEE shall establish complete control within 48 hours of treatment. Complete control is defined as reduction or elimination of the pest population to a point where no further damage is being caused to the host plants.

(d) **Watering and Fertilization.** The LICENSEE shall water and apply fertilizer to lawn areas as needed to maintain health and vigor. Fertilizer shall be granular, contain a formula of nutrient elements (Nitrogen, Phosphorus, and Potassium), that is recommended for use in this area, with an herbicide for post emergent broadleaf weed control. Fertilizer shall conform to State and Federal laws. Fertilizer shall be applied only when grass blades are free of moisture.

5. **SECURITY PROTECTION.** LICENSEE shall provide, or cause to be provided, all security services necessary to assure security and safety within the Licensed Premises, included the related personal property. Any crimes or other offenses, shall be reported to the appropriate state or local municipal authorities for their investigation and disposition; and to the Government as property owner, except any crimes or offenses involving damage to or theft of Government property, shall be reported to the Government's Authorized Contracting Officer.

6. **JOINT INSPECTION REPORT.** Subsequent to the execution of this license but prior to use and occupancy by LICENSEE, a joint inspection of the Licensed Property shall be conducted by representatives of the LICENSEE and the GOVERNMENT, and a complete inventory of the related personal property located therein shall be made; a report shall be made of the condition of the Licensed Property and related personal property, and any deficiencies which are found to exist will be noted in such report (the "Joint Inspection Report"). The Joint Inspection Report shall be signed and dated by both parties to this license and attached to this license as Exhibit "B" by modification. All related personal property in a building, unless specifically exempted by the terms and conditions of this license, is intended to remain with that building and will be so identified in Exhibit "B". LICENSEE shall turn over to GOVERNMENT the Licensed Property in the same condition in which it was received, reasonable wear and tear excepted. The GOVERNMENT and the LICENSEE will jointly conduct a close-out inventory and condition survey of the Licensed Property. All significant variances from the original Joint Inspection Report shall be clearly documented. The close-out report will constitute the basis for settlement by the LICENSEE for any of the Licensed Property shown to be lost, damaged or destroyed.

7. LICENSEE acknowledges that this License creates no rights or priorities regarding the ultimate disposal of the Licensed Property by the GOVERNMENT.

r. **ENVIRONMENTAL PROTECTION.** The following environmental protection provisions are hereby incorporated into this license, which shall be controlling in the event of any conflict with the General Provisions of this license:

1. The LICENSEE shall comply with all applicable Federal, State, and local environmental and other laws and regulations and standards that are or may become applicable to LICENSEE's activities on the Licensed Property.

2. The LICENSEE shall be solely responsible for obtaining and maintaining at its cost and expense any environmental permits required for its operations under the License, independent of any existing permits.

3. The GOVERNMENT's rights under this License specifically include the right for GOVERNMENT officials to inspect upon reasonable notice the Licensed Property for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The GOVERNMENT normally will give the LICENSEE twenty-four (24) hours prior notice of its intention to enter the Licensed Property unless it determines that entry is required for safety, environmental, operations, or security purposes. The LICENSEE shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

4. The GOVERNMENT and its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the LICENSEE, to enter upon the Licensed Property for the purposes enumerated in this subparagraph:

A) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the Naval Station Puget Sound, (Sand Point) Base Realignment and Closure (BRAC) Cleanup Plan.

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B) to inspect field activities of the GOVERNMENT and its contractors and subcontractors in implementing the BRAC Cleanup Plan;

C) to conduct and test or survey related to the implementation of the BRAC Cleanup Plan or environmental conditions at the Licensed Property or to verify any data submitted to the EPA or Department of Ecology by the GOVERNMENT relating to such conditions;

D) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the BRAC Cleanup Plan, including, but not limited to monitoring wells, pumping wells and treatment facilities.

5. The LICENSEE agrees to comply with the provisions of any health or safety plan in effect under the BRAC Cleanup Plan during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent applicable, be coordinated with representatives designated by the LICENSEE. The LICENSEE shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, the LICENSEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

6. The LICENSEE shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the GOVERNMENT.

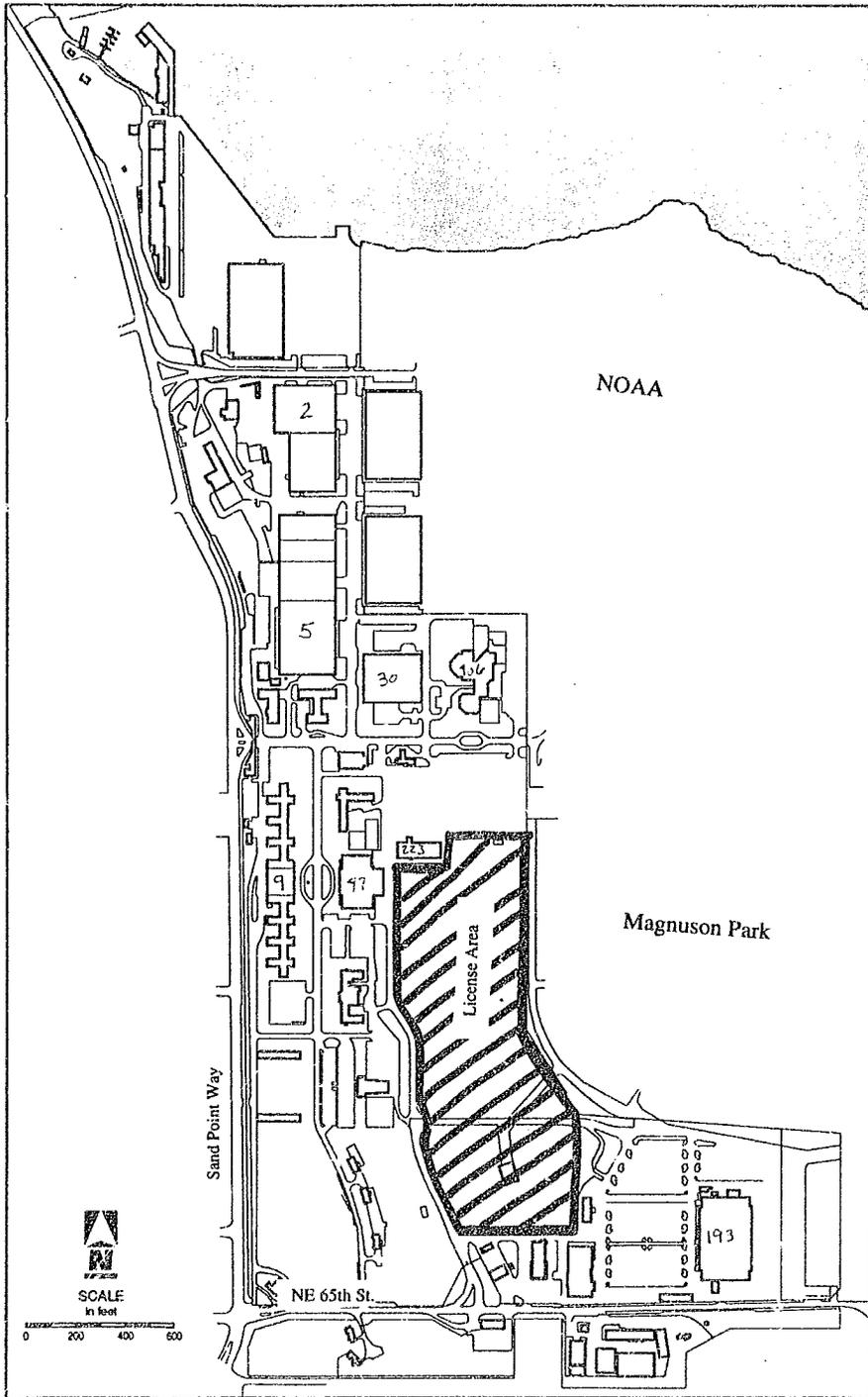
7. The LICENSEE shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. The LICENSEE must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this License. The LICENSEE is required to dispose of any waste they generate on the site following applicable regulations.

8. LICENSEE specifically acknowledges that it is aware of the information contained in the Finding Of Suitability for Lease, including all Attachments thereto, attached to this License as Exhibit "C" and made a part hereof. LICENSEE specifically agrees to comply with each Use Restriction contained therein.

9. **OTHER APPLICABLE REGULATIONS:** LICENSEE shall be responsible for obtaining any and all necessary licenses and permits required for the continued operation and use of the Licensed Property and for complying with any applicable federal, state, and local laws, codes, and regulations, including environmental, occupational safety and health, and coastal, in connection with all activities upon, and the use of, the Licensed Property. LICENSEE shall ensure that no illegal activity according to federal, state, and local statutes and ordinances shall be allowed within the confines of the Licensed Property.

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

April 22, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Law

SUBJECT: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent to execute a license agreement for use of property at Sand Point Naval Base for ballfields.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Eric Friedli at 684-8369.

Sincerely,

Norman B. Rice
Mayor

by



TOM TIERNEY
Director

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Enclosure

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COPY RECEIVED
96 APR 22 AM 10:05
SEATTLE CITY ATTORNEY

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STATE OF WASHINGTON - KING COUNTY

67811
City of Seattle, City Clerk

-s-

No.

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION
The full text of the following ordinances, passed by the City Council on April 29, 1939, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118116
AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent to execute a license agreement for use of property at Sand Point Naval Base for ballfields.

ORDINANCE NO. 118117
AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIP-
PIN, City Clerk.

Date of official publication in the Daily
Journal of Commerce, Seattle, May 9,
1939. 5/9(67811)

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

CTOT:18116-117

was published on

05/09/39

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

Subscribed and sworn to before me on

05/09/39

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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