Ordinance No. 122586

Council Bill No. 116094

ORDINANCE _____

AN ORDINANCE relating to Family Services, authorizing the Director of the Human Services Department to purchase and accept a restrictive covenant and easement from Family Services Property LLC to provide for City and public access uses and the provision of social services on the property at 1924 Rainier Avenue South, Seattle, Washington.

CF No. _____

Date Introduced: Dec. 3, 2007		
Date 1st Referred:	To: (committee) Housing, Human Services and Health	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 12-10-07	Full Council Vote: 9-0	
Date Presented to Mayor: 12-11-07	Date Approved: 12-13-07	
Date Returned to City Clerk: 12-14-07	Date Published: 4	T.O. ✓ F.T. ___
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: E. Rasmussen
Councilmember

Committee Action:

12.4.07 (4) pass as amended 3-0 TRC, SC, RM

12-10-07 Passed 9-0

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

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 20, 2007

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

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill, authorizing the purchase of an easement from Family Services Property LLC, which is a subsidiary of Family Services, a non-profit organization. The easement will ensure for a period of ten years that the Family Services facility known as the Rotary Support Center for Families, located at 1924 Rainier Avenue South, will provide community meeting rooms and space for the provision of social and child care services for the area's residents. The City's contribution of $250,000 for this easement has already been appropriated to the Human Services Department in the 2007 Adopted Budget.

Family Services has provided a variety of social and community services to the residents of the greater Seattle area from a number of leased sites for more than 100 years. Services include child care for homeless children, eviction prevention, mental health counseling, domestic violence intervention, and other services. The new Rotary Support Center for Families, anticipated to open in the summer of 2009, will allow Family Services to provide all of its services from a single location, thereby improving service coordination and operational efficiencies to the benefit of Family Services and their clients.

Thank you for your consideration of this legislation. Should you have any questions, please contact Michael Look at 615-1717.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

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Michael Look/ML
HSD Family Services easement ORD
November 15, 2007
Version #4a

ORDINANCE 122586

AN ORDINANCE relating to Family Services, authorizing the Director of the Human Services Department to purchase and accept a restrictive covenant and easement from Family Services Property LLC to provide for City and public access uses and the provision of social services on the property at 1924 Rainier Avenue South, Seattle, Washington.

WHEREAS, for more than 100 years Family Services, a non-profit corporation, has provided a variety of social services to help low-income Seattle families meet their basic social and economic needs, as well as their goals to achieve self-sufficiency through healthy relationships, employment, and stability; and

WHEREAS, Family Services currently provides these social services in a number of leased locations; and

WHEREAS, maintaining multiple locations results in significant leasing costs to Family Services, and results in challenges to clients whose multiple service needs are met at various Family Services locations; and

WHEREAS, Family Services is the sole member of Family Services Property LLC (the "LLC"), which has purchased an approximately 42,000-square-foot parcel of land at 1924 Rainier Avenue South in the Rainier Valley, and is constructing the Rotary Support Center for Families (the "Center") as a new service facility located on the property; and

WHEREAS, Family Services will operate the Center, which will provide capacity for current and future Family Services clients as well as new program offerings to the surrounding neighborhoods, including services for homeless families and victims of domestic violence, and the provision of mental health counseling; and

WHEREAS, Family Services plans to use a portion of the Center to operate a child care facility to exclusively serve homeless children, and children with behavioral problems resulting from developmental delays or other clinically diagnosed conditions; and

WHEREAS, the City has a public interest in ensuring centrally located, accessible space in the Rainier Valley for public and non-profit entities to provide social services for underserved area residents; and

CITY CLERK

WHEREAS, the mission of the Human Services Department is to find and fund solutions for human needs for low-income, vulnerable people in greater Seattle so they can live and thrive; and

WHEREAS, the Human Services Department has determined that it can effectively further its mission by ensuring that Family Services has its own facility space in which to provide child care services for homeless and behaviorally challenged children; and

WHEREAS, the Director of Human Services has also determined that portions of the Center are suitable for City and public use, and the public will benefit from guaranteed access to some portions of the Center; and

WHEREAS, the City desires to acquire an easement in and over a portion of the property for access and use by the City, its designees, and the public, with related covenants regarding the use, operation, and maintenance of the property; and

WHEREAS, the 2007 Adopted Budget appropriated $250,000 to the Human Services Department for the purchase of public benefits at the Center; and

WHEREAS, the Human Services Department has negotiated the purchase of an easement to provide for the community, and City access, and the delivery of social services at the Center;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Human Services Department ("HSD Director") is authorized, on behalf of the City of Seattle, to enter into the Agreement for Purchase of Negative Easement, Covenant and Easement in Gross for use of the Rotary Support Center for Families at 1924 Rainier Avenue South, Seattle, Washington ("Agreement") substantially in the form attached hereto as Attachment 1. The HSD Director is further authorized to spend $250,000 to purchase and accept, on behalf of the City of Seattle, an Easement in Gross for Use of the Rotary Support Center for Families on the property at 1924 Rainier Avenue South ("Easement"), substantially in the form attached to Attachment 1, as Exhibit A. The HSD Director is authorized

DNS CITY CLERK

to make such additions, modifications or deletions to the Easement or Agreement, not including any increase in the amount to be paid by the City, as the HSD Director deems to be in the best interests of the City.

Section 2. The HSD Director shall ensure that the Easement is recorded by the King County Recorder's Office.

Section 3. The HSD Director is authorized to administer and manage the Easement and the Agreement, and the City's rights thereunder, and to enter into such agreements and execute such documents (including without limitation an escrow agreement), as the HSD Director deems necessary to effectuate the transaction contemplated by this ordinance.

Section 4. Any act consistent with the authority of this ordinance taken after the passage of the ordinance is hereby ratified and confirmed.

CITY CLERK

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

Passed by the City Council the 10th day of December, 2007 and signed by me in open session in authentication of its passage this 10th day of December, 2007

President _____ of the City Council

Approved by me this 13th day of December, 2007.

Gregory J. Nickels, Mayor

Filed by me this 14th day of December, 2007.

City Clerk

(Seal)

Attachment 1: Form of Agreement between the City of Seattle and Family Services Regarding Purchase of Negative Easement, Covenant and Easement in Gross

DOS CITY CLERK

AGREEMENT
Between
THE CITY OF SEATTLE
and
FAMILY SERVICES
Regarding
PURCHASE OF NEGATIVE EASEMENT, COVENANT AND EASEMENT IN GROSS

This Agreement is entered into as of the ___ day of _____, 2007 by and between The City of Seattle ("City" or "Grantee"), a first class city of the State of Washington, acting by and through its Human Services Department ("HSD"), and [Family Services] ("Family Services"), a Washington non-profit corporation, and [Family Services], LLC, a Washington limited liability company ("LLC") (Family Services and LLC are collectively referred to herein as "Grantor").

1. RECITALS

1.1 Whereas, for over 100 years Family Services has provided a variety of social services to assist low-income Seattle families meet their basic social and economic needs, as well as their goals to achieve self-sufficiency through healthy relationships, employment and stable lives; and

1.2 Whereas Family Services currently provides these services out of numerous leased locations, resulting in significant leasing costs and challenges serving clients who have multiple needs; and

1.3 Whereas Family Services has purchased an approximately 42,000 square foot parcel of land at 1924 Rainier Avenue South in the Rainier Valley, and has contributed the land as capital to the LLC, which is constructing a new service facility ("Social Service Facility") with capacity for current and future Family Services clients and new programming available to the surrounding neighborhoods; and

1.4 Whereas Family Services plans to use a portion of the Social Services Facility for the operation of a Childcare Facility that exclusively serves homeless children and children with behavioral problems resulting from developmental delays or other clinically diagnosed conditions; and

1.5 Whereas the City has a public interest in ensuring centrally-located, accessible space in the Rainier Valley for public and non-profit

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entities to provide social services for underserved area residents for a significant duration of time; and

1.6 Whereas the City currently pays for the management and operation of numerous community social, health and wellness facilities in other City neighborhoods; and

1.7 Whereas the City has determined that childcare services for homeless and behaviorally challenged children serves a public need and purpose and is necessary for the support of the poor and infirm, and therefor the City would like to ensure that Family Services continues to use the above described property to provide this support service; and

1.8 Whereas Family Services has entered into a lease with the LLC under which Family Services will have possession of the entire facility, and, upon opening for business on or around [insert date], will have the capacity to provide social, health, and wellness services for low and moderate income residents of the Rainier Valley and other Seattle area residents; and

1.9 Whereas the City desires to acquire an easement in and over a portion of the Property for access and use by the City, its designees, and the public, with related covenants regarding the use, operation, and maintenance of the Property;

NOW, THEREFORE, the parties agree as follows:

2. DEFINITIONS

The following underlined terms have the following meanings when used in this Agreement, unless the context clearly otherwise requires:

2.1 Agreement: This Agreement regarding Purchase of Negative Easement, Covenant and Easement in Gross between the City of Seattle and Family Services and LLC, including all exhibits.

2.2 Childcare Center: The portion of the Property described on Exhibit B that will be used to provide free childcare for homeless children and children who are behaviorally challenged due to developmental problems or other clinically diagnosed causes.

2.3 Department: The City of Seattle Human Services Department, and any successor department or office.

2.4 Easement: The Negative Easement, Covenant and Easement in Gross to be granted by Family Services and the LLC pursuant to

2015 CITY CLERK

this Agreement, substantially in the form attached to this Agreement as Exhibit A.

2.5 Easement Term: The period that begins on the date the Easement is granted under this Agreement and ends when the Use Period ends or on any earlier date when the Easement is terminated under the terms and conditions of this Agreement.

2.6 Facility Space: The room or combinations of rooms and common spaces located at the Property and as designated on Exhibit B.

2.7 Grantee: The City of Seattle.

2.8 Grantor: Family Service Property, LLC as defined in preamble above.

2.9 Partial Use Year: (1) The period beginning on any of the following: (a) the first day of the Use Period, or (b) the date of the City's demand for liquidated damages under Section 21 hereof, and in any such case ending on December 31 of the same calendar year; and (2) the period beginning on the last January 1 of the Use Period and ending at the end of the Use Period.

2.10 Property: The land generally located at **1924 Rainier Avenue South** and legally described in Exhibit A to this Agreement, and all improvements and fixtures now or hereafter thereon, including without limitation the entire building to be known as the Rotary Support Center for Families.

2.11 Social Services Facility: A completed building, the majority of which is use to provide social services to low and moderate income Seattle residents. By way of example, the types of services provided would include, but not be limited to, the following: eviction prevention; assisting victims of domestic violence; mental health counseling; and, emergency shelter and services to homeless men, women and children.

2.12 Use Period: The period beginning on the date when both the Childcare Center and the Facility Space are open and available for client and public use, and ending ten (10) years later, except as it may be extended pursuant to Section 12 hereof.

2.13 Use Rights: Grantee's rights to access and use of the Facility Space for Grantee or its designees, as described and subject to the conditions set forth in this Agreement and Exhibit A.

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3. EFFECTIVE DATE

This Agreement shall be effective when fully executed and delivered by the parties, which may be in separate counterparts.

4. PURCHASE AND GRANT OF EASEMENT IN GROSS FOR CITY AND COMMUNITY USE OF AND ACCESS TO FACILITIES SPACE.

Grantor agrees to sell and convey to the City, and the City agrees to buy from Grantor, subject to the conditions herein, for the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000), a Negative Easement, Covenant and Easement in Gross, in substantially the form attached hereto as Exhibit A, for Grantor's promises and covenants therein and for use of and access to the Facility Space.

5. CLOSING AND CONDITIONS

5.1. After the conditions set forth below have been satisfied, then upon delivery to the City of fully executed copies of this Agreement and of the Easement, the City will fully execute both documents, will record the Easement within three (3) working days in the real property records of King County, and will release the purchase funds minus any closing costs (other than recording fees) that may be due. The City shall pay recording fees.

5.2. The following are conditions precedent to the City's obligation to complete the purchase of the Easement:

A. The Grantor shall execute and deliver to the City an original of the Easement, fully executed and acknowledged by the Grantor and any other person or entity with an interest in the Property. The Grantor shall execute and deliver promptly upon demand any other documents, signed by all necessary persons, which may be required for this Easement and for its recording with the King County recorder.

B. The Grantor shall have provided evidence satisfactory to the City that the Grantor will be able to complete the Rotary Support Center for Families on the Property, including the Facilities Space, and pay all costs thereof, so that the Property will be subject to no liens except as may be permitted in writing by the City. The Grantor will provide to the City an up-to–date title report that itemizes any property liens and encumbrances, showing the condition of title to be consistent with Section 15 below, except for any liens that are subordinated to the Easement on terms satisfactory to the City by duly executed agreements delivered with the Easement.

FAMILY CITY CLERK

C. An ordinance of the City authorizing the purchase of the Easement consistent with the terms hereof shall have become effective.

5.3. Unless all conditions are satisfied, modified by written agreement of the parties and satisfied as so modified, or waived in writing by the City, no later than [insert date], the City shall have the right, by written notice to Family Services, to cancel this Agreement, in which case neither party shall have any obligation to the other hereunder. Conditions 5.2.A and 5.2.B above are solely for the benefit of the City and may be waived by the City's Director of Human Services, in her sole discretion. If condition 5.2.C shall not be satisfied on or before [insert date], Grantor shall have the right to terminate this Agreement by written notice to the City, in which case neither party shall have any obligation to the other hereunder.

6. DEVELOPMENT OF PROPERTY

Grantor shall be solely responsible for developing, constructing, maintaining, managing, and operating the Childcare Center, the Social Service Facility, the Facility Space, and the underlying Property according to its own discretion, subject to the conditions of this Agreement and the Easement.

7. COMMENCEMENT OF THE USE PERIOD

Grantor is expected to complete the construction on the Property and open the Childcare Center and Facility Space for use no later than [insert date]. Grantor shall cause the Use Period to commence no later than [insert date]. The Grantor's failure to meet this deadline will be a Default, unless the City, at its discretion, agrees in writing to delay the commencement of the Use Period.

8. CONSTRUCTION, TAXES, MAINTENANCE, AND OPERATION RESPONSIBILITIES AND COST

The Grantor shall have sole responsibility for construction, maintenance, and operation of the Property, the Social Services Facility, the Facility Space and the Childcare Center. This responsibility includes, but is not limited to, the payment of any and all taxes and construction costs and any costs associated with the acquisition, construction, maintenance, and operation of the Facility Space and the Property. The City will not be responsible for construction, maintenance, or operation of the Property in general, nor will the City be responsible for any costs associated with or arising from the Use Rights other than any fees that may be owed by the City for the City's own use of space, to the extent such fees are allowed by the Easement.

9. DEPARTMENT OVERSIGHT/AUDIT

DNS CITY CLERK

9.1 The Department shall have the right to monitor and oversee the Grantor's compliance with the requirements and conditions of this Agreement. Grantor shall submit to the Department an annual report using a form developed and agreed upon jointly by the City and Family Services on the use of the Facility Space. In addition, upon proper notice by the City, Grantor shall provide the Department with reasonable access to any additional information, records, and facilities that would assist the Department in monitoring Grantor's compliance with this Agreement and the Easement.

9.2 Grantor shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in connection with the operation and management of the Facility Space. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

10. (SECTION RESERVED)

11. INSURANCE

Grantor shall maintain at all times during the life of this Agreement the insurance required pursuant to the Easement.

12. DAMAGE OR DESTRUCTION

If the Childcare Center or Facility Space, or both, shall be damaged or destroyed by fire or other casualty, then Grantor shall restore or rebuild the Childcare Center and Facility Space if sufficient insurance proceeds are available, in which case the Use Rights granted pursuant to the Easement shall apply to such rebuilt or restored Childcare Center or Facility Space, and the Easement Term and Use Period each shall be extended by a period equal to the time that Use Rights under this Easement were not available. In the alternative, if the Childcare Center and Facility Space is not rebuilt or restored, or if such building or restoration does not commence within 24 months of the damage or destruction, Grantor shall pay the City an amount equal to the liquidated damages as determined under Section 21 hereof, computed as if Default and demand for payment thereof had occurred on the date of damage or destruction, with interest from that date. After receipt of such payment in cleared funds, the City shall, within a reasonable time, record an instrument releasing the Easement, and this Agreement shall terminate.

2015 CITY CLERK

13. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants as follows:

13.1 Family Services is a Washington not-for-profit corporation and the LLC is a limited liability company, each duly organized and in good standing in accordance with the laws of the State of Washington; and

13.2 Grantor has the right, power and authority to grant the Easement and to execute, deliver, and perform this Agreement; all requisite actions of Grantor to enter, deliver, and perform this Agreement and the Easement and to authorize the execution by the person signing on behalf of Grantor have been taken; and the Easement, when executed and delivered by such person, shall be valid and binding on the Property, and the covenants therein binding upon the Grantor.

13.3 Neither the grant of the Easement, nor any provision of this Agreement or the Easement, is in conflict with any provision of any other agreement or instrument by which Grantor is bound or to which the Property is subject (including but not limited to any debts that are secured by the Property), nor shall the execution, delivery, or performance of this Agreement and the Easement constitute an event of default under any such agreement or instrument.

14. TRANSFER, LEASE, RENTAL, OR PERMISSION FOR USE OF FACILITY

If the Grantor transfers the Property, or leases, rents, or otherwise permits any person to use the Childcare Center and Facility Space in any manner whatsoever, Grantor shall remain bound by this Agreement and the Easement and shall not be released from any of Grantor's obligations hereunder.

15. RECORDING AND PRIORITY

The Easement shall be duly recorded with King County. Grantor warrants and covenants that the Easement shall have priority over all encumbrances on the Property, other than those in favor of the City, and any future exceptions to which the City subordinates this Easement by instrument hereafter recorded, to the extent of such subordination.

16. NONDISCRIMINATION

Grantor shall comply, and cause all contractors and subcontractors working on the Property to comply, with all applicable equal employment opportunity and

SMS CITY CLERK

nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.06, 14.10, 20.42, and 20.45 of the Seattle Municipal Code (SMC), to the extent applicable, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

17. JOINT AND SEVERAL OBLIGATIONS

The obligations of Grantor hereunder shall be the joint and several obligations of Family Services and LLC.

18. DEFAULT BY GRANTOR AND REMEDIES

18.1 If Grantor fails to perform when required any obligation hereunder or in the Easement, or otherwise breaches any term hereof or thereof, the City may provide written notice to Grantor, specifying the nature of the breach and the reasonable number of days (but in any event the City shall not be required to allow more than sixty (60) days) after the date of the notice within which such breach must be cured. Unless Grantor shall fully cure all breaches specified in such notice within the time allowed, Grantor shall be in Default.

18.2 If any provision hereof or in the Easement specifies that an event or circumstance is a Default, then such event or circumstance shall be a Default without notice, or after the notice specified in that provision, as applicable.

18.3 In case of Default by Grantor, the City may exercise remedies as specified in Sections 20 or 21 below, or under any applicable provision of the Easement. In addition to or in lieu of the foregoing, the City shall be entitled to all remedies permitted from time to time by the laws of the State of Washington. The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to Grantor's failure to perform any covenant or condition of this Agreement shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Agreement or by law or in equity.

19. DEFAULT BY CITY AND REMEDIES

If, within 30 days after Grantor shall have timely satisfied all conditions to the City's obligation for payment hereunder, the City shall not have tendered to Grantor full payment hereunder, then Grantor may either (1) terminate this Agreement by written notice to the City within 30 days, in which case neither party shall have any liability or obligation hereunder; or (2) pursue any remedy

SDS CITY CLERK

available at law or in equity for enforcement of this Agreement, provided that the City shall not be liable for damages or any other monetary remedy in excess of the total price stated hereunder, plus interest as may be allowed by law.

20. TERMINATION

20.1 This Agreement shall survive the execution and delivery of the Easement and shall continue in effect until the earliest to occur of:

(i) The expiration of the Easement Term; or

(ii) if the Grantee elects to claim liquidated damages after Default in accordance with Section 21 hereof, the date on which Grantee receives full payment of all liquidated damages; or

20.2 The City may terminate this Agreement in the event that, prior to payment by the City hereunder, Grantor is in Default.

21. LIQUIDATED DAMAGES

21.1 The parties understand and agree that the City's ability to obtain value from the Easement granted is conditioned upon the development and construction of the Property and the completion, opening, and availability for use and occupancy of the Childcare Center and Facility Space. From the nature of this Agreement, it would be impracticable and extremely difficult to fix the actual damages sustained as a result of the failure of the Grantor to complete or make available the Childcare Center and Facility Space, or from its use for purposes contrary to the terms of the Easement. As a result, the parties agree that the City shall have the right to recover, at its option, liquidated damages in the amounts set forth herein, which amounts the parties agree are a reasonable estimate of the damage to the City, and are intended to fairly measure the loss to the City and not to be punitive in nature.

21.2 In the event that the Grantor fails to complete the Childcare Center, Social Services Facility, or Facility Space or otherwise fails to cause the Use Period to commence by the date required herein, Grantor agrees to pay the City on demand liquidated damages in the amount of the greater of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000) or the amount equal to the total of any purchase money already paid by the City, in either case plus interest. Interest shall accrue from the date of the purchase of the Easement until the date of payment at the rate applied during

ENS CITY CLERK

the same period of time to the participating funds of the Consolidated Cash Portfolio of the City of Seattle.

21.3 Additionally, in the event of Default after the beginning of the Use Period and prior to the expiration of the Use Period, Grantor agrees to pay the City on demand liquidated damages in the amount of the TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000) for each year remaining on the Use Period (prorated for any Partial Use Year based upon the number of months remaining) plus interest on that amount, accrued as described in Section 21.2, for each year remaining in the Easement Term.

21.4 In the event that Grantor sells or transfers the Property, and in the event that such sale or transfer results in a Default, or in the event that liquidated damages are due and owing as of the date of sale or transfer, the parties agree that the liquidated damages will be a lien for the City's benefit upon the property and against any purchase money received by Grantor from the City.

21.5 After receipt of liquidated damages in cleared funds, the City shall, within a reasonable time, record an instrument terminating the Easement, and this Agreement shall be terminated.

21.6 The City may, at its option, set off any liquidated damages under this Section against any amount otherwise payable or distributable by the City to Grantor, whether or not in relation to this Agreement or the Property.

22. COMPLIANCE WITH LAW; INDEMNITY

22.1 Grantor shall comply at its sole expense with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof (all of the foregoing are referred to as "applicable laws"). Grantor shall require all contractors and subcontractors working on the Property to comply with all applicable laws.

22.2 Grantor represents and warrants that any activities in connection with the development of the Property prior to this Agreement have been in compliance with all applicable laws.

22.3 Grantor shall defend and indemnify the City and its officers and employees from and against any claim, demand, liability, or loss resulting from the failure of Grantor or of any contractor or subcontractor to comply with applicable laws.

2015 CITY CLERK

22.4 This Section 22 shall survive termination of this Agreement.

23. APPLICABLE LAW; VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

24. HEADINGS

The headings used in this Agreement are for convenience only and do not define or limit the contents.

25. NOTICES AND REPORTS

Any notices or reports required or permitted hereunder shall be effective when hand-delivered during normal business hours or two (2) business days after mailed, postage prepaid, to a party at the addresses set forth below, or to such other address as a party shall have provided in accordance with this Section. Any notice to [Family Services] shall constitute notice to all Grantors.

If delivered to the City of Seattle:
City of Seattle - Human Services Department
Seattle Municipal Tower
700 Fifth Avenue, Suite 5800
Seattle, WA 98124-4215
Attention: Community Facilities Manager

If mailed to the City of Seattle:
City of Seattle – Human Services Department
PO Box 34215
Seattle, WA 98124-4215
Attention: Community Facilities Manager

If mailed or delivered to Grantor:
[Family Services]
[Insert Address]
Seattle, Washington 98XXX

[Grantor will provide a new address once the new [Rotary Support Center for Families]is completed on approximately [Insert Date].]

26. EXHIBITS

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The following exhibits are incorporated by reference and are made a part of this Agreement:

Exhibit A: Negative Easement, Covenant and Easement in Gross, including Legal Description of the Property

Exhibit B: Floor Plan showing Childcare Center and the Facility Space

27. ASSIGNMENT; NO THIRD PARTY RIGHTS

This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the consent of the other party. Nothing herein shall confer any rights or remedies on any person or entity other than the parties hereto.

28. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto and forming a part hereof, are all of the covenants, promises, agreements, and conditions between the parties with respect to the subject matter hereof. No verbal agreements or conversations between any officer, agent, associate, or employee of the City and any officer, agency, employee, or associate of the Grantor shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2007, by having their representatives affix their signatures below.

THE CITY OF SEATTLE

By _____
Patricia McInturff,

Director of The Human Services Department

[FAMILY SERVICES]

By _____
[Insert name], [Insert title]

[FAMILY SERVICES], LLC
By: [FAMILY SERVICES], sole member

By _____
[Insert name], [Insert title]

SEA CITY CLERK

Exhibit A to Attachment 1

AFTER RECORDING, MAIL TO:

City of Seattle Human Services Department
PO Box 34215
Seattle WA 98124-4215 Attention: Community Facilities

NEGATIVE EASEMENT, COVENANT AND EASEMENT IN GROSS

GRANTORS: [Family Services], a Washington non-profit corporation

[Family Services], LLC

GRANTEE: The City of Seattle, a Washington municipal corporation

Legal Description:
Summary: [Insert short legal description]
Additional legal description on p. 2
Assessor's Property Tax Parcel ID No: **[Insert Tax PID]**

THIS NEGATIVE EASEMENT, COVENANT AND EASEMENT IN GROSS is executed this _____ day of _____, 2007 by the [Family Services], a Washington non-profit corporation ("FAMILY SERVICES") and [Family Services], LLC, a Washington limited liability company ("LLC") (FAMILY SERVICES and LLC are referred to collectively as "Grantor"), in favor of The City of Seattle ("Grantee" or "City").

For and in consideration of TEN DOLLARS in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and warrants to Grantee, The City of Seattle, a municipal corporation, a negative easement, restrictive use covenant and non-exclusive easement in gross (the "Easement"), on the terms set forth below, in and over the real property located at 1924 Rainier Avenue South, Seattle, in King County, Washington, and legally described as follows (together with the improvements now or hereafter thereon, the "Property"):

[Insert full legal description]

Situate in the City of Seattle, County of King, State of Washington.

CITY CLERK

The easements and covenants herein are intended to run with the land and burden the Property described subject to the terms and conditions and for the use and benefit of the Grantee, as follows:

1. Purchase Agreement. The easements and covenants granted herein are made pursuant to that certain AGREEMENT Between the City and Grantor regarding PURCHASE OF NEGATIVE EASEMENT, COVENANT AND EASEMENT IN GROSS dated as of _____, 2007 (the "Purchase Agreement") which is filed with the Seattle City Clerk and is incorporated herein by this reference.

2. Definitions: The following underlined terms have the following meanings when used with initial capital letters in this Easement, unless the context clearly otherwise requires:

Easement: This Negative Easement, Covenant and Easement in Gross.

Department: The City of Seattle Human Services Department, and any successor department or office.

Childcare Center: The portion of the Property described Exhibit A-1 to this Easement that will be used to provide free childcare for homeless children and children who are behaviorally challenged due to developmental problems or other clinically diagnosed causes.

City Designated User: For purposes of the Use Rights granted in Section 4 below, City Designated User means public and non-profit entities that provide benefits to low-income Seattle residents, neighborhood associations and community groups, and any other entities or individuals that may be jointly approved as City Designated Users by the Department and by the Grantor.

Facility Space: The room or combinations of rooms and common spaces designated on Exhibit A-1 to this Easement.

Grantee: The City of Seattle.

Grantor: [Family Services], [Family Services], LLC.

Partial Use Year: The period beginning on either (a) the first day of the Use Period or (b) the date of the City's demand for liquidated damages under the Purchase Agreement, and in either case ending on December 31 of the same calendar year, and the period beginning on the last January 1 of the Use Period and ending at the end of the Use Period.

Property: The land generally located at **1924 Rainier Avenue South** and legally described above, and all improvements and fixtures now or hereafter thereon, including without limitation the entire building to be known as the Rotary Support Center for Families.

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Social Services Facility: A completed building, the majority of which is used to provide social services to low and moderate income Seattle residents. By way of example, the types of services provided would include, but not be limited to, the following: eviction prevention; assisting victims of domestic violence; mental health counseling; and, emergency shelter and services to homeless men, women and children.

Use Period: The period beginning on the date when construction of the Rotary Support Center for Families is complete, and the Childcare Center and Facility Space are open and available for the uses described herein, and ending one hundred-twenty (120) months later, unless extended pursuant to Section 10 of this Easement.

Use Rights: Grantee's rights to access and use of the Facility Space for Grantee or its designees, as described and subject to the conditions set forth in this Easement.

3. Negative Easement and Restrictive Use Covenants

3.1 The Grantor covenants and agrees that from the date hereof through the end of the Use Period, Grantor shall not use the Property, or permit the use of the Property, for any purpose except the development, construction and operation of a social services facility, the majority of which facility is used to provide social services to Seattle residents who are low- or moderate-income, as defined within 24 C.F.R. Section 570.3, and for ancillary activities in support of such use. At all times during the Use Period, the social services provided by Grantor will include services that provide necessary economic and healthcare support to low-income Seattle residents. Such services may be provided by Grantor, or through agreements between Grantor and other non-profit organizations or public agencies.

3.2 Grantor covenants and agrees that from the date hereof throughout the end of the Use Period, the Grantor will use the portion of the Property described on Exhibit A-1 for the sole purpose of providing free childcare for homeless children and children who are behaviorally challenged due to developmental problems or other clinically diagnosed causes, and will use that area of the Property for no other use whatsoever. In the event the Grantor wishes to relocate the Childcare Center to another area of the Property during the term of this easement, Grantor guarantees that the area will be equivalent to the area shown on Exhibit A-1 and that the operation of the Childcare Center shall remain the same. Additionally, Grantor covenants that it will not make any use of any other area of the Property that will prevent or impair the operation of the Childcare Center.

3.3 Grantor is solely responsible for maintaining, managing, and operating the Property and the Childcare Center according to its own discretion, subject to the terms of this Easement. The Grantor shall maintain the Childcare Center in good condition and repair, and in compliance with all applicable laws, codes, permits, and regulations.

4. Easement in Gross for City and Public Use. For the duration of the Use Period, the Grantor grants and warrants to the City the rights to use the Facility Space as described in this Section.

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4.1 The City or a City Designated User shall be entitled to use the Facility Space, or a portion thereof, up to four (4) times per calendar year free of charge for the duration of the Use Period. The following terms and conditions will apply to all uses:

A. The City or City Designated User shall give the Grantor at least fourteen (14) days advance notice of the date and time when the City or such Outside User requires use of the Facility Space. Such notice shall include the name and contact person of the designated entity to use the space; the hours during which the space is required; what portion of the Facility Space is required, if not all; the nature and purpose of the use; and the anticipated need for parking on the Property for purposes of the use. The Grantor may request modifications to meet its business needs.

B. The City or City Designated Users, their invitees, and members of the public in the case of uses open to the public, shall have access through such portions of the building as necessary, including elevator, to enter and leave the Facility Space. Sufficient parking on the Property shall be reserved for those attending the designated use.

C. The duration of each use shall not exceed four (4) hours, which may be wholly or in part in the evening outside normal working hours, in the City's or the City Designated User's discretion. If the use requires that the building be open after normal closing time, the City or the City Designated User, respectively, will be responsible for meeting all reasonable procedures adopted by Grantor for monitoring the building entrance and for securing the building entrance upon completion of the use.

D. Grantor may establish procedures that guide use, including times of operation, the availability of the Facility Space, codes of conduct, and other policies necessary to efficiently and fairly operate the Facility Space. Grantor may require that the City or City Designated Users of the Facility Space enter a use agreement provided that the use agreement does not impair or unreasonably restrict the Use Rights granted herein, and such agreement is designed to ensure safe and equitable access to the Facility Space, to limit damage to the Facility Space, and to limit Grantor's risk in operating and managing the Facility Space.

E. The City or City Designated User may place temporary signs, using means acceptable to Grantor, on the Property in order to inform the public of the use and direct the public to the appropriate parts of the Facility Space.

F. The Grantor shall ensure that the Facility Space is in clean, safe, and usable condition prior to each free use.

G. Grantor is solely responsible for maintaining, managing, and operating the Facility Space according to its own discretion, subject to the terms of this Easement. The Grantor shall maintain the Facility Space in good condition and repair, and in compliance with all applicable laws, codes, permits, and regulations.

H. It may occasionally be desirable, given the nature of the use intended by the City or City Designated User, for Grantor to offer, for one or more free uses, the use of other

ENS CITY CLERK

space or spaces within the Property in substitution for the Facility Space. Grantor shall give notice of its desire to offer such substitute space no later than seven (7) days prior to the date designated by the City or other City Designated User for a free use. Any substitution shall require the consent of the City or the mutually-designated Outside User; however, if the substitute space is comparable to or better than the Facility Space, or portion thereof designated by the City or other Outside User, in terms of suitability for the intended purpose, the City or other Outside User shall not unreasonably withhold consent to substitution.

4.2 The number of free uses will be prorated, rounding up, for all Partial Use Years.

4.3 For purposes of free uses under this Section 4, any policies or guidelines applicable to City or City Designated User's use of the Facility Space, and any use agreement required by Grantor, shall be subject to the written approval of the City, in its discretion, and if not so approved shall not be a condition to any free use.

4.4 The City or City Designated Users, respectively, shall be responsible for leaving the Facility Space in substantially its prior condition after each use. The applicable user shall be responsible for any damage to the Property caused by the use, but the City shall not be responsible for any condition or damage caused in the course of use by City Designated Users.

5. Indemnity.

Grantor shall have control over and responsibility for the development, operation, and maintenance of the Property, including the Childcare Center, the Facility Space, and the services provided at the Property. As a result, Grantor agrees to defend, indemnify, and hold the City of Seattle, its elected officials, officers, employees, and agents harmless from any and all damages, claims, liabilities, losses, and/or costs of any kind, including attorney's fees, that arise in any way from the development, construction, financing, operation, maintenance, or use of the Property, including without limitation any City use, City Designated User's use, and/or public use under this Easement, including, but not limited to, City use of the Facility Space and surrounding grounds and property. This clause applies to claims, liabilities, costs, losses, and/or damages of any kind notwithstanding any acts, omissions, or negligence of the City or its officers, officials, employees, contractors, or agents; provided, that nothing herein shall be construed as requiring Grantor to indemnify the City against liability for bodily injury or damage to property caused by or resulting from the sole negligence of the City or of any of its officers, elected officials, employees, or agents, and further provided, that if RCW 4.24.115 (or successor provision) shall apply to any claim for any such damage or injury, then to the extent required by such statute, (1) this indemnity shall not apply in case of any liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of the City, its agents or employees, and (2) in case of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Grantor or its agents or employees, this indemnity shall apply only to the extent of Grantor's negligence. The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Easement.

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For purposes of this Section, Grantor waives, solely with respect to City, its immunity under RCW Title 51, Industrial Insurance. Grantor and City acknowledge that this waiver has been specifically negotiated and that City would not have entered into the Purchase Agreement absent this waiver.

THE PARTIES CERTIFY BY THEIR INITIALS BELOW THAT THIS INDEMNIFICATION PROVISION WAS INDIVIDUALLY NEGOTIATED.

Grantor: _____ City: _____

6. Insurance

6.1 Grantor shall maintain at all times during the Use Period the following insurance:

A. All risk property insurance, including earthquake, on the building in which the Facility is located. The amount of insurance shall be not less than the current replacement cost of the building as established upon each annual insurance policy renewal. The City of Seattle shall be an additional insured and loss payee as its interest may appear.

B. General (premises) liability insurance on the Easement with a minimum limit of liability of $1,000,000 each occurrence bodily injury and property damage combined single limit. The City of Seattle shall be an additional insured for primary and non-contributory limits of liability.

6.2 The insurance described in paragraphs 6.1(A) and (B) above shall be placed with insurers having A.M. Best's ratings of not less than A- and VII and shall not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days as respects non-payment of premium.

6.3 A copy of all insurance required herein shall be provided to the Department no later than seven (7) days after completion of construction of the facility. Grantor shall also provide the City with documentation of the above insurance policies on an annual basis.

7. Priority.

This Easement shall have priority over any and all liens, encumbrances, leases, subleases, or other interests in the burdened property, except as permitted by Section 15 of the Purchase Agreement and as may be expressly agreed in writing by the Grantee. The Grantor shall, at its sole cost and expense, obtain any and all consents and/or subordinations of other interests in the Property, including the subordination of the rights of any mortgagees, lessees, sublessees, successors, and assignees as may be necessary to assure the Grantee its rights under this Easement are and remain free and clear of all liens, exceptions, encumbrances, or other interests affecting the rights of the Grantee under this easement, except as expressly approved by Grantee in writing.

8. Burden and Benefit

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The negative easements, use easement, and restrictive covenants granted under this Easement run with the land and the rights, duties, covenants, restrictions, agreements, limitations, and obligations herein created shall constitute covenants running with the land and burden the Property, and all such easements, covenants, restrictions, agreements, limitations, and obligations contained herein shall be binding upon the successors in interest and assigns of the Grantor. The obligations of Grantor hereunder shall be the joint and several obligations of FAMILY SERVICES and LLC, and their respective successors in interest and assigns. This Easement shall inure to the benefit of the City, and solely to the extent that the City shall have designated another entity to exercise use rights hereunder, shall inure to the benefit and be enforceable by such entity. Except as expressly stated in this Section, this Easement is not intended to create any legal rights or interests in parties other than the City.

9. Nondiscrimination

Grantor shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.06, and 14.10 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

Grantor further agrees that, with respect to the Facility Space, it shall not engage in, nor permit, any act or practice that would be prohibited by any such law, regulation, rule, or ordinance but for the existence of any present or future exemption therein, or other limit on the effect thereof, that is based on the type of organization, character, mission, or beliefs of Grantor or of any lessee or sublessee of the Facility Space.

10. Damage Or Destruction

If the Property or Facility Space shall be damaged or destroyed by fire or other casualty when the City or its designee shall have Use Rights remaining, then Grantor shall restore or rebuild such Facility Space if sufficient insurance proceeds are available, and the Use Rights shall apply to such rebuilt or restored Facility Space, and the Use Period shall be extended by a period equal to the time that Use Rights under this Easement were not available. In the alternative, if the Facility Space is not rebuilt or restored, or if such building or restoration does not commence within 24 months of the damage or destruction, Grantor shall pay the City an amount equal to the liquidated damages as determined under Section 21 of the Purchase Agreement, computed as if Default and demand for payment thereof had occurred on the date of damage or destruction, with interest from that date. After receipt of such payment in cleared funds, the City shall, within a reasonable time, record an instrument releasing this Easement.

11. Compliance With Law

Grantor shall comply at its sole expense with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

12. Applicable Law; Venue

DNS CITY CLERK

This Easement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

13. Duration; Termination. Except as otherwise expressly provided herein, the provisions hereof shall be in effect from the date hereof until the end of the Use Period, or until the City shall execute and record in the real property records of King County an instrument expressly terminating this Easement. If the Use Period shall not commence, all the terms hereof, except Section 3, shall be in effect in perpetuity, unless and until the City shall record such an instrument of termination.

Dated this _____ day of _____, 2007.

Grantor:
[Family Services]

By: _____
Name: [Insert name]
Title: [Insert title]

[Family Services], LLC
By: [Family Services], sole member

By: _____
Name: [Insert name]
Title: [Insert Title]

Accepted: THE CITY OF SEATTLE

By: _____
Name: _____
Title: _____

Exhibit A-1: Floor Plan showing Childcare Center and Facility Space

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, and on oath stated that s/he was authorized to execute the instrument as the _____ of [Family Services], the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in the instrument.

DNS CITY CLERK

DATED: _____.

_____
NOTARY PUBLIC in and for the State of Washington
residing at _____
Print Name: _____
My commission expires: _____

EDMS CITY CLERK

STATE OF _____)
) ss. (Acknowledgement for LLC)
COUNTY OF _____)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Executive Director of the [Family Services], the not-for-profit corporation that executed the foregoing instrument as sole member of [Family Services], LLC, a Washington limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said corporation on behalf of such company for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate above written.

_____ _____
[Signature] *[Printed Name]*

NOTARY PUBLIC in and for the State of _____ residing at _____.
My commission expires _____.

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

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Director of the Human Services Department of **THE CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____ _____
[Signature] *[Printed Name]*

NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.

CITY CLERK

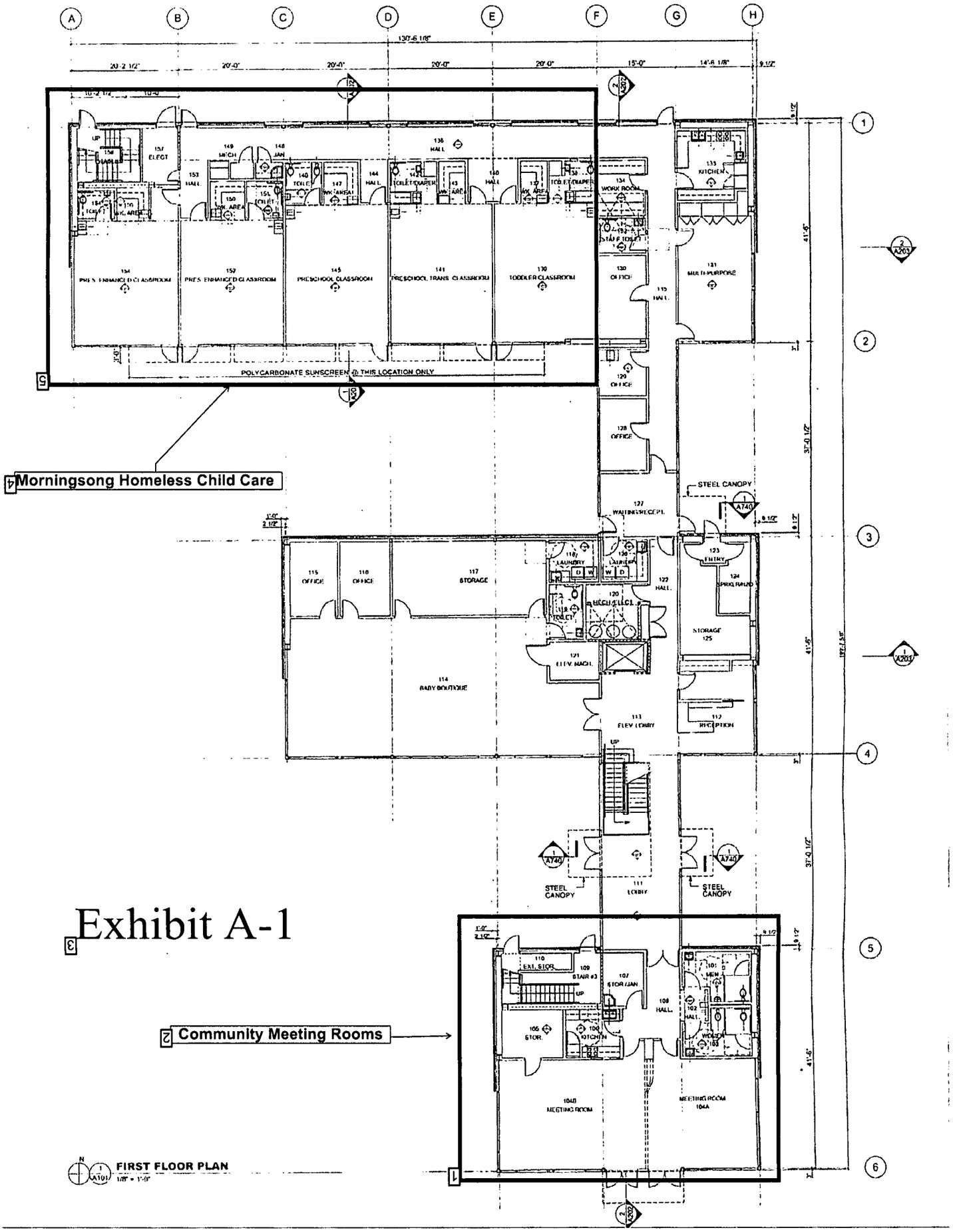

Exhibit A-1 to Attachment 1 to HSD Family Services Easement ORD

DNS CITY CLERK

Michael Look /ML
Family Services easement FISC
November 15, 2007
Version #4

Form revised February 22, 2006

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Human Services Dept.	Michael Look, 615-1717	Janet Credo, 684-8687

Legislation Title:
AN ORDINANCE relating to Family Services, authorizing the Director of the Human Services Department to purchase and accept a restrictive covenant and easement from Family Services Property LLC to provide for City and public access uses and the provision of social services on the property at 1924 Rainier Avenue South, Seattle, Washington.

- **Summary of the Legislation:**

This legislation makes it possible for the City to purchase from Family Services an easement with restrictive covenants on the agency's facility know as the Rotary Support Center for Families at 1924 Rainier Avenue South. This new facility is currently in the predevelopment phase, with construction anticipated to start in the spring of 2008 and completion in the spring of 2009. The easement will require that parts of the facility will be used primarily for services for homeless and low- and moderate-income persons and families for a period of ten years. The restrictive covenant will ensure that a portion of the building will be used as a child care center for homeless and behaviorally challenged children for ten years. The easement will also provide for community access to meeting rooms.

- **Background:**

In the 2007 Adopted Budget, $250,000 was appropriated for Family Services to secure space for the provision of social services in their new facility. The Rotary Support Center for Families will house a child care center for homeless families, mental health counseling, and services for victims of domestic violence. The easement and restrictive covenant authorized by this legislation will be provided to the City by Family Services in consideration of the City's $250,000.

- *Please check one of the following:*

____ **This legislation does not have any financial implications.**

__x__ **This legislation has financial implications.**

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Notes: The 2007 Adopted Budget appropriated $250,000 to the Human Services Department for the purchase of public benefits at the Rotary Support Center for Families.

- **Do positions sunset in the future?**

N/A

- **What is the financial cost of not implementing the legislation?**

If the City does not pass this legislation, the City will not receive ten years of public benefits purchased through the easement, including the assurance of a child care center serving the needs of homeless families, and services to victims of domestic violence, and mental health counseling.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

There are no other alternatives that accomplish the City's objective to ensure the specified uses of the facility at 1924 Rainier Avenue South.

- **Is the legislation subject to public hearing requirements:**

No.

- **Other Issues**

None.

Please list attachments to the fiscal note below:
None.

CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

218577 No. 93,96 & RES 31003

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:122579-81,83-86,90,92

was published on

12/18/07

The amount of the fee charged for the foregoing publication is the sum of $ 181.35, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 24, 2011

Subscribed and sworn to before me on

12/18/07

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 10, 2007, and published here by title only, will be mailed upon request, or can be accessed electronically at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122596

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

ORDINANCE NO. 122592

AN ORDINANCE relating to City employment, authorizing two lump sum salary payments to Police Recruits in the Police Department upon completion of certain threshold service hours in the Police Academy; defining eligibility for payment; designating to the Personnel Director the authority to continue such payments; and ratifying and confirming prior acts.

ORDINANCE NO. 122593

AN ORDINANCE amending the 2007 Adopted Budget, including the 2007- 2012 Capital Improvement Program (CIP) and the Position List; changing appropriations to various departments and from various funds in the Budget; revising allocations in the 2007-2012 CIP for certain projects; creating, abrogating and modifying positions; and lifting provisos for the Department of Parks and Recreation.

ORDINANCE NO. 122590

AN ORDINANCE related to the Seattle Art Museum, authorizing the execution of an agreement between the Seattle Department of Parks and Recreation and the Seattle Art Museum, concerning their roles in the planning and design of the restoration of the Seattle Asian Art Museum in Volunteer Park, modifying the City's obligations under the Construction and Finance Agreement between the said parties for work on public park property associated with Olympic Sculpture Park; and amending the Seattle Department of Parks and Recreation 2007 Adopted Budget, including the 2007-2012 Capital Improvement Program, by modifying appropriations to various budget control levels.

ORDINANCE NO. 122586

AN ORDINANCE relating to Family Services, authorizing the Director of the Human Services Department to purchase and accept a restrictive covenant and easement from Family Services Property LLC to provide for City and public access uses and the provision of social services on the property at 1924 Rainier Avenue South, Seattle, Washington.

ORDINANCE NO. 122585

AN ORDINANCE relating to City employment commonly referred to as the Third Quarter 2007 Salary Ordinance; authorizing the execution of a Memorandum of Understanding by and between the City of Seattle and the International Brotherhood of Electrical Workers, Local 46, amending the current Joint Crafts Council Collective Bargaining Agreement, Appendix D; and designating one position as exempt from Civil Service status; all by a 2/3 vote of the City Council.