Ordinance No. 122604

Council Bill No. 116097

ORDINANCE _____

AN ORDINANCE relating to the Filipino Community Center; removing a budget proviso restricting expenditure of an appropriation in the 2007 Budget, and authorizing the expenditure of the funds for purchase and acceptance of an easement with restrictive covenants from Filipino Community of Seattle to provide for City and public access uses and the provision of social services on the property at 5740 M.L. King Jr. Way South, Seattle, Washington.

CF No. _____

Date Introduced: 12-3-07	
Date 1st Referred: 12-3-07	To: (committee) ~~Finance and Budget~~ PARKS,
Date Re - Referred:	To: (committee) Education, Libraries And Labor
Date Re - Referred:	To: (committee)
Date of Final Passage: 12-17-07	Full Council Vote: 8-0
Date Presented to Mayor: 12-18-07	Date Approved: 12-20-07
Date Returned to City Clerk: 12-20-07	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: Richard J. McIver
Councilmember

Committee Action:

12/13/07 DD, RC = Yea Ø = nay [signature]
As Amended
[illegible]

JD (not present)

12-17-07 Passed 8-0 (Absent: Rasmussen)

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 13, 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, which lifts a budget proviso and authorizes the purchase of an easement from the Filipino Community of Seattle, a non-profit organization. The easement will ensure for a period of not less than seven years that the Filipino Community Center, located at 5740 Martin Luther King Jr. Way South, will provide community meeting rooms, space for the provision of social services, a computer lab, and other educational activities for the area's residents. The City's contribution of $150,000 for this easement has already been appropriated through the second quarter supplemental ordinance that was passed by the City Council on November 5, 2007.

The Filipino Community of Seattle has owned and operated the Filipino Community Center for more than 40 years, providing a variety of social and community services to more than 5,000 clients annually. Services include youth mentoring and tutoring, summer camps, adult day programs, a food bank, and legal and tax assistance. The Filipino Community of Seattle is currently expanding its facility to allow for more services that will be provided in an expanded computer lab and community classrooms.

The Filipino Community of Seattle has complied with the conditions of the budget proviso set forth in Council Bill 116020, the details of which will be forwarded to you in a separate briefing memo from the Human Services Department. 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.

2007 CITY CLERK

ORDINANCE 122604

AN ORDINANCE relating to the Filipino Community Center; removing a budget proviso restricting expenditure of an appropriation in the 2007 Budget, and authorizing the expenditure of the funds for purchase and acceptance of an easement with restrictive covenants from Filipino Community of Seattle to provide for City and public access uses and the provision of social services on the property at 5740 M.L. King Jr. Way South, Seattle, Washington.

WHEREAS, for more than 70 years, Filipino Community of Seattle, 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, Filipino Community of Seattle owns the Property located at 5740 M.L. King Jr. Way South, and is expanding and rehabilitating the Filipino Community Center located on the property to enhance its services and program offerings, which include language classes, youth mentoring and tutoring, summer camps, adult day programs, employment and health fairs, a food bank, and the provision of legal assistance; and

WHEREAS, these services are specifically targeted to serve the needs of low-income citizens; and

WHEREAS, the Filipino Community Center renovations will include a computer lab, classroom space, and space for providing routine medical services; 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

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

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

WHEREAS, the Human Services Department has determined it can effectively further its mission by ensuring the Filipino Community of Seattle uses its newly expanded community center to provide services and programs that will benefit the greater Rainier Valley, the Filipino community, low-income citizens, and the general public; and

CITY CLERK

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 second quarter 2007 supplemental ordinance appropriated $150,000 from the Reserves Budget Control Level of Finance General to the Human Services Operating Fund, Community Facilities Budget Control Level, for the purchase of public benefits at Filipino Community of Seattle's redeveloped and expanded facility, and included a proviso restricting the expenditure of those funds until authorized by a future ordinance; and

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

WHEREAS, Filipino Community of Seattle has provided the City with a development budget, a redevelopment timeline, and an operating budget for the new facility;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restrictions imposed by the budget proviso in Section 4.5(a) and 4.5(b) of CB 116020 are removed and they are no longer restrictions for any purpose including for Subsection 1(b) of Ordinance 122298.

Section 2. The Director of the Human Services Department ("HSD Director") is authorized, on behalf of the City of Seattle, to enter into the Agreement Regarding Purchase of Restrictive Covenant and Easement in Gross for Use of the Filipino Community Center at 5740 M.L. King Jr. Way South ("Agreement") substantially in the form attached hereto as Attachment 1. The HSD Director is further authorized to spend the $150,000 appropriation referred to in

DIS CITY CLERK

Section 1 above to purchase and accept, on behalf of the City of Seattle, a Restrictive Covenant and Easement in Gross for Use of the Filipino Community Center at 5740 M.L. King Jr. Way South ("Easement"), substantially in the form attached to Attachment 1, as Exhibit A. The HSD Director is authorized 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 3. The HSD Director shall ensure that the Easement is recorded by the King County Recorder's Office.

Section 4. 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 5. Any act consistent with the authority of this ordinance taken after the passage of the ordinance is hereby ratified and confirmed.

CITY CLERK

Section 6. 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 17th day of December, 2007, and signed by me in open session in authentication of its passage this 17th day of December, 2007.

_____
President _____ of the City Council

Approved by me this 20th day of December, 2007.

_____
Gregory J. Nickels, Mayor

Filed by me this 20th day of December, 2007.

_____
City Clerk

(Seal)

Attachment 1: Form of Agreement Between the City of Seattle and Filipino Community of Seattle Regarding Purchase of Restrictive Covenant and Easement in Gross

CITY CLERK

AGREEMENT
Between
THE CITY OF SEATTLE
and
FILIPINO COMMUNITY OF SEATTLE
Regarding
PURCHASE OF RESTRICTIVE 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 HSD ("HSD"), and Filipino Community of Seattle ("FCS" or "Grantor"), a Washington non-profit corporation.

1. RECITALS

1.1 Whereas, for nearly 40 years the FCS has owned and operated the Filipino Community Center (the "Center") located on Martin Luther King Jr. Way in Rainier Valley; and

1.2 Whereas, FCS has used the Center to provide a variety of social and community services to more than 5,000 clients from the Filipino Community and the greater Rainier Valley community, including a significant number of low-income clients; and

1.3 Whereas, the services provided by FCS at the Center include a variety of social services such as language classes, youth mentoring and tutoring, summer camps, adult day programs, employment and health fairs, and which services also include services specifically targeted to serve the needs of low-income people, such as a food bank and legal and tax assistance; and

1.4 Whereas, FCS's programs at the Center have grown, but the facility improvements have been minimal and are not keeping pace with the programs and services; and

1.5 Whereas, FCS is currently undertaking an expansion and renovation of the Center which will allow it to improve and expand its programs and services, and which renovation will include space for a computer lab, medical services, and classroom space; and

1.6 Whereas the City has a public interest in ensuring that all its residents, and particularly its low-income residents, have access to the expanded services and programs that FCS will provide at the renovated and expanded Center; and

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

BDS CITY CLERK

1.8 Whereas, the mission of the HSD is to find and fund solutions for low-income, vulnerable people in greater Seattle so they can live and thrive; and

1.9 Whereas, HSD has determined that it can effectively further its mission by ensuring that FCS uses the newly expanded and improved Center to provide services that will benefit the greater Rainier Valley, the Filipino Community, the general public and low-income citizens for a significant period of time; and

1.10 Whereas the City desires to acquire an easement in and over a portion of the Center for access and use by the City and the general public, with related covenants regarding the use, operation, and maintenance of the Center;

NOW, THEREFORE, the parties agree as follows:

2. TERMS AND 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 Restrictive Covenant and Easement in Gross between the City of Seattle and Filipino Community of Seattle, including all exhibits.

2.2 Center: The Filipino Community Center at 5740 Martin Luther King Jr. Way South, Seattle, King County, Washington, including the real property on which it is located, legally described in Exhibit A to this Agreement.

2.3 Computer Lab: A portion of the Center as shown on Exhibit B to this Agreement, which space contains computers and computer related equipment and staff to assist in operation and use of the computers and equipment.

2.4 Easement: Restrictive Covenant and Easement in Gross to be granted by Filipino Community of Seattle pursuant to 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 Grantee: The City of Seattle.

2.7 Grantor: Filipino Community of Seattle as defined in preamble above.

CITY CLERK

2.8 Main Conference Room: A portion of the Center comprising approximately [ ] square feet, as shown on Exhibit B to this Agreement and also referred to as Classroom 118.

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 Use Period: The period of seven full years (84 months) as measured from the time when (i) renovations to the Center are complete and the Center is open and available for client and public use, and (ii) the Main Conference Room and Computer Lab are open and available for client and public use as contemplated under the Easement, except as the Use Period may be extended pursuant to Section 12 hereof.

2.11 Use Rights: Grantee's rights and the public's rights to access and use of the Center, as described and subject to the conditions set forth in this Agreement and the Easement, attached as Exhibit A.

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 ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000), a Restrictive 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 Center.

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.

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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 ownership interest in the Center or the real property on which it is located. 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 Filipino Community Center and pay all costs thereof, so that the Center 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.

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 Filipino Community of Seattle, 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 CENTER

Grantor shall be solely responsible for developing, constructing, maintaining, managing, and operating the Center, and the underlying real property according to its own discretion, subject to the conditions of this Agreement and the Easement.

7. COMMENCEMENT OF THE USE PERIOD

The Grantor is expected to complete the renovations and open the Main Conference Room, the Computer Lab and the Center for use no later than [insert date]. Grantor

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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 Center and underlying real property. 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 Center and the property. The City will not be responsible for construction, maintenance, or operation of the Center 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. HSD OVERSIGHT/AUDIT

9.1 The HSD 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 HSD an annual report using a form developed and agreed upon jointly by the City and Filipino Community of Seattle on the use of the Center. In addition, upon proper notice by the City, Grantor shall provide the HSD with reasonable access to any additional information, records, and facilities that would assist the HSD 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 Center. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the HSD, 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

CITY CLERK

If the Center shall be damaged or destroyed by fire or other casualty, then Grantor shall restore or rebuild the Center if sufficient insurance proceeds are available, in which case the Use Rights granted pursuant to the Easement shall apply to such rebuilt or restored Center, 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 Center 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.

13. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants as follows:

13.1 Filipino Community of Seattle is a Washington not-for-profit corporation 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 Center or the real property on which it is located 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 Center, or leases, rents, or otherwise permits any person to use the Center 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.

CITY CLERK

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 Center and the real property on which it is located, 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 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.

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

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notice to the City within 30 days, in which case neither party shall have any liability or obligation hereunder; or (2) pursue any remedy 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 completion of renovations at the Center and the Center's availability for uses specified further in the Easement. 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 Center, or from Grantor's use for of the Center 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 Center, 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 ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000) 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 the same period of time to the participating funds of the Consolidated Cash Portfolio of the City of Seattle.

CITY CLERK

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-ONE THOUSAND FOUR HUNDRED TWENTY-EIGHTAND 57/100 DOLLARS ($21,428.57) 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 Center, 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 Center.

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 renovation of the Center to comply with all applicable laws.

22.2 Grantor represents and warrants that any activities in connection with the development of the Center 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.

22.4 This Section 22 shall survive termination of this Agreement.

CITY CLERK

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 Filipino Community of Seattle shall constitute notice to all Grantors.

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

If mailed or delivered to Grantor:
Filipino Community of Seattle
5740 M.L. King Jr. Way South Seattle, Washington 98118

26. EXHIBITS

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

Exhibit A: Restrictive Covenant and Easement in Gross, including legal description of the real property on which the Center is located

Exhibit B: Floorplan of the Center

CITY CLERK

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 HSD

FILIPINO COMMUNITY OF SEATTLE

By _____
[Insert name], [Insert title]

ETS 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

RESTRICTIVE COVENANT AND EASEMENT IN GROSS

GRANTOR: Filipino Community of Seattle, a Washington non-profit corporation

GRANTEE: The City of Seattle, a Washington municipal corporation

Legal Description:
Summary: **Ptn Lots 5- and Lots 6-13, Holtfreter's Add., Vol. 22, pg. 37**
Additional legal description on p. 2
Assessor's Property Tax Parcel ID No: **3426600026**

THIS RESTRICTIVE COVENANT AND EASEMENT IN GROSS is executed this _____ day of _____, 2007 by the Filipino Community of Seattle, a Washington non-profit corporation ("FILIPINO COMMUNITY OF SEATTLE", also referred to 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 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 5740 M.L. King Jr. Way South, Seattle, in King County, Washington, and legally described as follows (together with the improvements now or hereafter thereon, the "Property"):

Lots 6 through 13, inclusive, and the south 1.87 feet of Lot 5,
Holtfreter's Addition to the City of Seattle, according to the plat
thereof recorded in Volume 22 of Plats, page 37, in King County,
Washington;
EXCEPT that portion conveyed to Central Puget Sound Regional Transit

CITY CLERK

Authority by deed recorded under King County Recording Number 20030709002729;
AND EXCEPT the east 2 feet of said premises as deeded to the City of Seattle under Recording Number 20060222000001;
Situate in the City of Seattle, County of King, State of Washington.

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 RESTRICTIVE 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:

Center: The Filipino Community Center as existing at the time this Easement is granted and as may be expanded, altered, or renovated during the Term of this Easement, also referred to as "the Center".

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, non-profit associations, government agencies, 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.

Computer Lab: A portion of the Center as shown on Exhibit A-1 to this Agreement, which space contains functioning computers and related equipment and staff to assist in operation and use of the computers and equipment.

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

Easement: This Restrictive Covenant and Easement in Gross.

Main Conference Room: A portion of the Center comprising approximately [ ] square feet, as shown on Exhibit A-1 to this Agreement and also referred to as Classroom 118.

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.

DPS CITY CLERK

Property: The land generally located at **5740 M.L. King Jr. Way 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 Filipino Community Center.

Use Period: The period beginning on the date when the expansion and renovation of the Filipino Community Center is complete, and the Computer Lab and Conference Room are open and available for the uses described herein, and ending eighty-four (84) months later, unless extended pursuant to Section 10 of this Easement.

Use Rights: Grantee's rights to access and use of the Center, including its Computer Lab and Main Conference Room, for Grantee or its designees, as described and subject to the conditions set forth in this Easement.

3. Restrictive Covenants

3.1 Grantor covenants and agrees that from the date hereof throughout the end of the Use Period, the Grantor will use a meaningful portion of the Center for the purpose of providing low cost or free social and community services available to the general public, including, but not limited to programs to educate and mentor youth, language programs, domestic violence prevention programs, citizenship classes, and medical or preventive health care services.

3.2 Grantor covenants and agrees that from the date hereof throughout the end of the Use Period, the Grantor will use a portion of the Center to provide one or more services that are specifically targeted to serve the needs of low income people, which services may include, but are not limited to, the operation of a food bank, provision of routine medical care by qualified medical providers, and unemployment counseling.

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

3.3

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 Center as described in this Section.

4.1 The Computer Lab shall be made available for public use free of charge a minimum of twenty (20) hours per week. Grantor may condition the use of the Computer Lab on reasonable rules and regulations that are not intended to restrict access, but that are intended to ensure safety, protect minors, protect the computers and computer equipment, and other guidelines similar to those that would apply at a computer area in a public library or a community center.

4.2 The City or a City Designated User shall be entitled to use the Main Conference Room, or a portion thereof, up to six (6) 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

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the Main Conference Room. 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 Main Conference Room 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 Main Conference Room. 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. 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; alternatively, the Grantor may require the City or City Designated User to pay the actual cost to Grantor of providing a staff person to ensure access to the Main Conference Room and to secure the Property after the use is completed.

D. Grantor may establish procedures that guide use, including times of operation, the availability of the Main Conference Room, codes of conduct, and other policies necessary to efficiently and fairly operate the Main Conference Room. Grantor may require that the City or City Designated Users of the Main Conference Room 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 Main Conference Room, to limit damage to the Main Conference Room, and to limit Grantor's risk in operating and managing the Main Conference Room.

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 Main Conference Room.

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

G. Grantor is solely responsible for maintaining, managing, and operating the Main Conference Room 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 space or spaces within the Center in substitution for the Main Conference Room. 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;

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however, if the substitute space is comparable to or better than the Main Conference Room, 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.

I. 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 Main Conference Room or the Computer Lab, 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 Main Conference Room and Computer Lab in substantially its prior condition after each use. The applicable user shall be responsible for any damage to the Center 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 Center 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 Center and 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 Center 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.

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

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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 Property, including the Center. 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 the commencement of the Use Period. 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

The use easement and restrictive covenant granted under this Easement run with the land and the rights, duties, covenants, restrictions, agreements, limitations, and obligations herein created

CITY CLERK

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 FILIPINO COMMUNITY OF SEATTLE and its 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 Center, 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 Center.

10. Damage or Destruction

If the Property or Center 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 Center if sufficient insurance proceeds are available, and the Use Rights shall apply to such rebuilt or restored Center, 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 Center 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

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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:	Accepted: THE CITY OF SEATTLE
FILIPINO COMMUNITY OF SEATTLE	
By: _____	By:_____
Name: [Insert name]	Name:_____
Title: [Insert title]	Title:_____

Exhibit A-1: Floor Plan showing Facility Space

bns CITY CLERK

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 **Filipino Community of Seattle**, 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.

DATED: _____.

_____
NOTARY PUBLIC in and for the State of Washington
residing at _____
Print Name: _____
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 _____.

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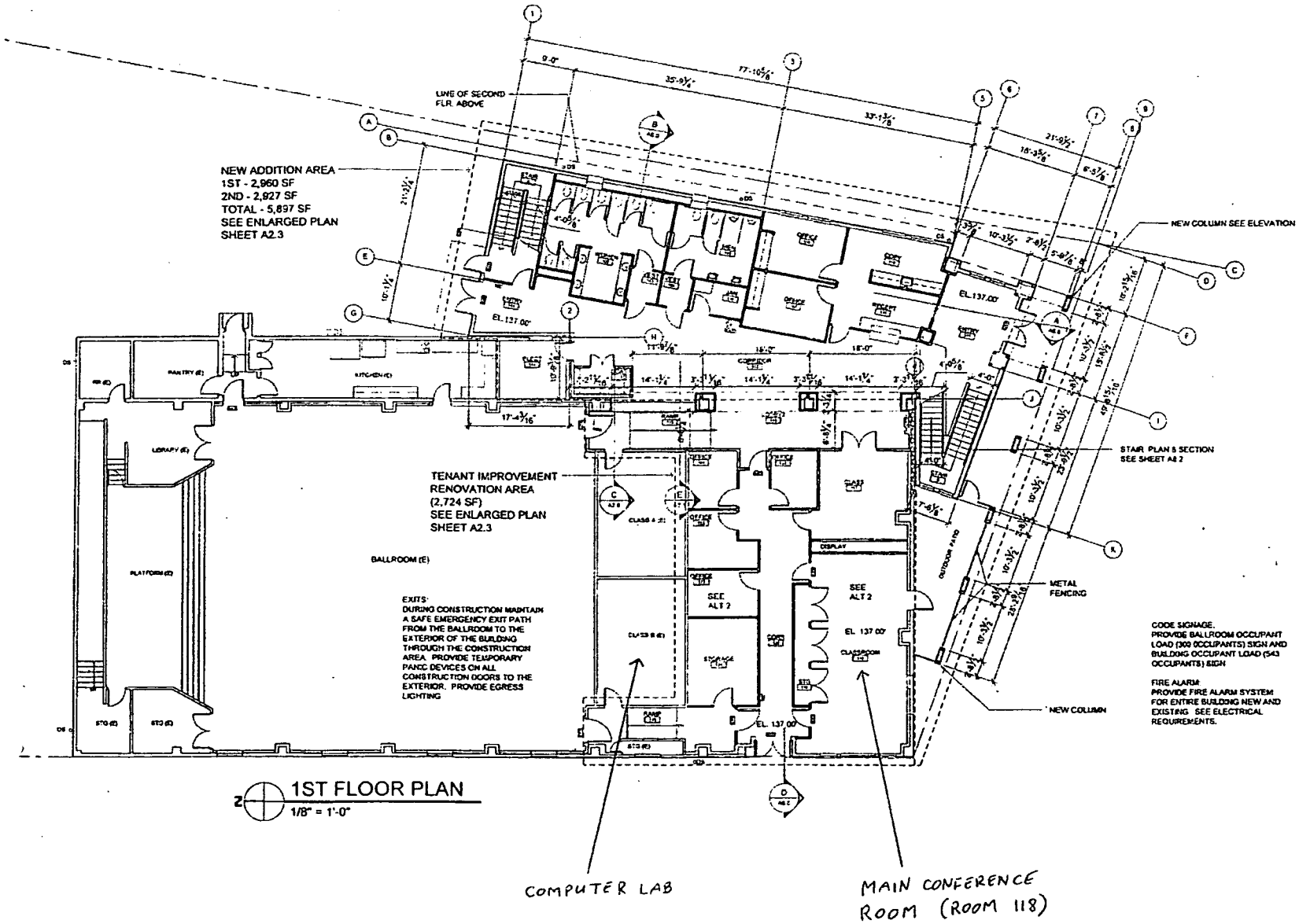

2 1ST FLOOR PLAN
1/8" = 1'-0"

ARCHITECTS

KUBOTA KATO CHEN

DESCRIPTION:
NEW ADDITION & RENOVATION
FILIPINO COMMUNITY CENTER

OWNER:
Filipino Community Center
3734 MLK Jr. Way S
Seattle, WA 98118-2622
(206)722-6372

EXHIBIT B

Form revised February 22, 2006

FISCAL NOTE FOR NON-CAPITAL PROJECTS

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

Legislation Title:
AN ORDINANCE relating to the Filipino Community Center; removing a budget proviso restricting expenditure of an appropriation in the 2007 Budget, and authorizing the expenditure of the funds for purchase and acceptance of an easement with restrictive covenants from Filipino Community of Seattle to provide for City and public access uses and the provision of social services on the property at 5740 M.L. King Jr. Way South, Seattle, Washington.

- **Summary of the Legislation:**

This legislation makes it possible for the City to purchase from Filipino Community of Seattle an easement with restrictive covenants on the agency's facility known as the Filipino Community Center at 5740 M.L. King Jr. Way South, Seattle. This facility is currently undergoing renovation and expansion to add approximately 6,000 square feet of social services and community use space onto an existing 8,000-square-foot building. Completion of the expansion is anticipated to be in March of 2008. The restrictive covenant requires that Filipino Community of Seattle will use a portion of the facility to provide one or more services specifically targeted to meet the needs of low-income people, and the easement requires that the computer lab at the facility be open to the general public for set hours every week for a period of seven years. The easement will also provide community access to meeting rooms.

- **Background:**

Council Bill 116020, adopted by the City Council on November 5, 2007, appropriates $150,000 for Filipino Community of Seattle to secure space for the provision of social services in their newly expanded facility. The Filipino Community Center will house a publicly accessible computer center and community space for meetings, gatherings, and events. The easement and restrictive covenant authorized by this legislation will be provided to the City by Filipino Community of Seattle in consideration of the City's $150,000 contribution.

- *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: Council Bill 116020, adopted by Council on November 5, 2007, appropriates $150,000 for Filipino Community of Seattle by increasing appropriation in HSD's Operating Fund.

Appropriations:

Fund Name and Number	Department	Budget Control Level	2007 Appropriation	Anticipated 2008 Appropriation
N/A				

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
TOTAL				

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

If the City does not pass this legislation, the City will not receive seven years of public benefits purchased through the easement, including the assurance of access to a publicly accessible computing center and community space for meetings, gatherings and events.

- **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 5740 M.L. King Jr. Way South.

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

No.

- **Other Issues**

None.

Please list attachments to the fiscal note below:

None.

CITY CLERK

Michael Look / ML
Filipino Community Center easement ORD
November 5, 2007
Version 4a

ORDINANCE _____

AN ORDINANCE relating to the Filipino Community Center; removing a budget proviso restricting expenditure of an appropriation in the 2007 Budget, and authorizing the expenditure of the funds for purchase and acceptance of an easement with restrictive covenants from Filipino Community of Seattle to provide for City and public access uses and the provision of social services on the property at 5740 M.L. King Jr. Way South, Seattle, Washington.

WHEREAS, for more than ~~100~~ 72 years, Filipino Community of Seattle, 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, Filipino Community of Seattle owns the Property located at 5740 M.L. King Jr. Way South, and is expanding and rehabilitating the Filipino Community Center located on the property to enhance its services and program offerings, which include language classes, youth mentoring and tutoring, summer camps, adult day programs, employment and health fairs, a food bank, and the provision of legal assistance; and

WHEREAS, these services are specifically targeted to serve the needs of low-income citizens; and

WHEREAS, the Filipino Community Center renovations will include a computer lab, classroom space, and space for providing routine medical services; 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

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

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

WHEREAS, the Human Services Department has determined it can effectively further its mission by ensuring the Filipino Community of Seattle uses its newly expanded community center to provide services and programs that will benefit the greater Rainier Valley, the Filipino community, low-income citizens, and the general public; and

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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 second quarter 2007 supplemental ordinance appropriated $150,000 from the Reserves Budget Control Level of Finance General to the Human Services Operating Fund, Community Facilities Budget Control Level, for the purchase of public benefits at Filipino Community of Seattle's redeveloped and expanded facility, and included a proviso restricting the expenditure of those funds until authorized by a future ordinance; and

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

WHEREAS, Filipino Community of Seattle has provided the City with a development budget, a redevelopment timeline, and an operating budget for the new facility;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restrictions imposed by the budget proviso in Section 4.5(a) and 4.5(b) of CB 116020 are removed and they are no longer restrictions for any purpose including for Subsection 1(b) of Ordinance 122298.

Section 2. The Director of the Human Services Department ("HSD Director") is authorized, on behalf of the City of Seattle, to enter into the Agreement Regarding Purchase of Restrictive Covenant and Easement in Gross for Use of the Filipino Community Center at 5740 M.L. King Jr. Way South ("Agreement") substantially in the form attached hereto as Attachment 1. The HSD Director is further authorized to spend the $150,000 appropriation referred to in

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Section 1 above to purchase and accept, on behalf of the City of Seattle, a Restrictive Covenant and Easement in Gross for Use of the Filipino Community Center at 5740 M.L. King Jr. Way South ("Easement"), substantially in the form attached to Attachment 1, as Exhibit A. The HSD Director is authorized 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 3. The HSD Director shall ensure that the Easement is recorded by the King County Recorder's Office.

Section 4. 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 5. Any act consistent with the authority of this ordinance taken after the passage of the ordinance is hereby ratified and confirmed.

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Section 6. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2007, and signed by me in open session in authentication of its passage this _____ day of _____, 2007.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2007.

_____

Gregory J. Nickels, Mayor

Filed by me this ____ day of _____, 2007.

_____

City Clerk

(Seal)

Attachment 1: Form of Agreement Between the City of Seattle and Filipino Community of Seattle Regarding Purchase of Restrictive Covenant and Easement in Gross

ORIGINAL CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

218880 No. 09,10,12,13&16 TITLE

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:122599.00,02-04,06,08

was published on

12/31/07

The amount of the fee charged for the foregoing publication is the sum of $ 167.40, which amount has been paid in full.

Subscribed and sworn to before me on

12/31/07

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 17, 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. 122616

AN ORDINANCE relating to the Seattle Municipal Court; authorizing execution pursuant to the Interlocal Cooperation Act of an agreement with the Washington State Department of Social and Health Services regarding the funding of a part-time State of Washington Funding Services Specialist in the Seattle Municipal Court Resource Center to provide screening services to Court defendants and the community and declaring an emergency requiring a 3/4 vote of the Seattle City Council so that the Ordinance may take effect immediately.

ORDINANCE NO. 122613

AN ORDINANCE authorizing the Mayor to sign an agreement between the City of Seattle and the King County Rural Library District for the transfer of the White Center and Boulevard Park libraries to the City of Seattle in the event of certain annexations in the unincorporated North Highline area.

ORDINANCE NO. 122612

AN ORDINANCE related to the sale and redevelopment of the former Public Safety Building block; authorizing the execution of a Purchase and Sale Agreement, Project Agreement and other related documents necessary to implement the sale and redevelopment of such property; and exempting the sale of such property from the requirements of Resolution 29799 as amended by Resolution 30862.

ORDINANCE NO. 122610

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2007 Comprehensive Plan annual amendment process.

ORDINANCE NO. 122609

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

ORDINANCE NO. 122608

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Public Service & Industrial Employees, Local 1239 Recreation Unit to be effective through December 31, 2010.

ORDINANCE NO. 122606

AN ORDINANCE relating to the Seattle Center Department authorizing the execution of a revocable, non-exclusive license agreement with Teatro ZinZanni to construct certain improvements on City property for the purpose of public ingress and egress to the circus dinner theater on an adjacent property.

ORDINANCE NO. 122604

AN ORDINANCE relating to the Filipino Community Center; removing a budget proviso restricting expenditure of an appropriation in the 2007 Budget, and authorizing the expenditure of the funds for purchase and acceptance of an easement with restrictive covenants from Filipino Community of Seattle to provide for City and public access uses and the provision of social services on the property at 5740 M.L. King Jr. Way South, Seattle, Washington.

ORDINANCE NO. 122603

AN ORDINANCE relating to the financing of the South Lake Union Streetcar Project; authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the Transportation Master Fund; and providing for the repayment thereof.

ORDINANCE NO. 122602

AN ORDINANCE concerning indigent public defense services; establishing a process for selecting providers of those services; creating a proposal review panel; setting out standards for those services; establishing contractual requirements for agreements between the City and public defense service providers; requesting the Seattle City Auditor to audit compliance; repealing Ordinance 122493 and Ordinance 121501; and ratifying and confirming certain prior acts.

ORDINANCE NO. 122600

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate a change proposed as part of the 2007 Comprehensive Plan annual amendment process for a new policy governing expansion of major employers located in manufacturing/industrial centers.

ORDINANCE NO. 122599

AN ORDINANCE authorizing the Director of Seattle Public Utilities to execute a contract with the City of North Bend to provide North Bend with a supply of irrigation water.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, December 31, 2007.

12/31(218880)