Michael Look
HSD CHA 901 Rainier ORD
March 24, 2014
Version #3

ORDINANCE _____

COUNCIL BILL 118122

AN ORDINANCE relating to the City's purchase of an interest in real property at 901 Rainier Avenue South, Seattle, Washington owned by Compass Housing Alliance; authorizing the purchase and acceptance of an easement with restrictive covenants from Compass Housing Alliance to provide for the provision of social and community services on the property for a period of fifteen years; authorizing related agreements and actions; and ratifying and confirming prior acts.

WHEREAS, Compass Housing Alliance provides vital emergency overnight shelter and day center services to homeless individuals in Seattle; and

WHEREAS, Compass Housing Alliance owns the property located at 901 Rainier Avenue South ("Property"), and intends to use the Property to deliver day services and emergency overnight shelter, replacing two existing service locations from which Compass Housing Alliance must vacate; and

WHEREAS the City has a public interest in ensuring the availability of vital services to promote the health and welfare of homeless persons; and

WHEREAS the City has a public interest in promoting the efficient, coordinated and effective delivery of services to homeless persons; and

WHEREAS the City desires to acquire a fifteen-year easement in and over a portion of the Property to secure its use for the benefit of homeless, low-income persons, with related covenants regarding the use, operation, and maintenance of the Property; and

WHEREAS, the Mayor proposed a budget add in the Proposed 2014 Budget to specifically support this action; and

WHEREAS, Ordinance 124349 adopted the 2014 Budget which provides sufficient budget authority for the purchase of this easement; and

WHEREAS, this action is consistent with the use of Community Development Block Grant funds as proposed in the City's Proposed 2014 – 2017 Consolidated Plan for Housing and Community Development; and

WHEREAS, the Human Services Department has negotiated the purchase of an easement to provide for the public benefits and the delivery of social services from the Property;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Human Services Department or his or her designee ("HSD Director") is authorized, on behalf of The City of Seattle, to enter into the Agreement for Purchase of Easement in Gross for Social and Community Services Use with respect to the property at 901 Rainier Avenue South ("Agreement") substantially in the form attached hereto as Attachment 1. The HSD Director is further authorized to spend $400,000 from amounts appropriated in the 2014 Adopted Budget, as it may be amended, to purchase, and to accept, on behalf of The City of Seattle, an Easement in Gross for Social and Community Services Use ("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 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.

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 ____ day of _____, 2014, and signed by me in open session in authentication of its passage this _____ day of _____, 2014.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2014.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

_____

City Clerk

(Seal)

Attachment 1: Form of Agreement for Purchase of Easement in Gross for Social and Community Services Use

Attachment 1

AGREEMENT FOR PURCHASE OF EASEMENT IN GROSS FOR SOCIAL AND COMMUNITY SERVICES USE
Between
THE CITY OF SEATTLE
and
COMPASS HOUSING ALLIANCE

This Agreement is entered into as of the ___ day of _____, 2014 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 Compass Housing Alliance ("CHA" or "Grantor"), a Washington non-profit corporation.

1. RECITALS

1.1 WHEREAS, CHA provides vital emergency overnight shelter and day center services to homeless individuals in Seattle; and

1.2 WHEREAS, CHA owns the property located at 901 Rainier Avenue South, legally described in Exhibit A hereto ("Property") and intends to use a portion of the Property to deliver day services and emergency overnight shelter, replacing two existing service locations from which CHA must vacate; and

1.3 WHEREAS the City has a public interest in ensuring the availability of vital services to promote the health and welfare of homeless persons; and

1.4 WHEREAS the City has a public interest in promoting the efficient, coordinated and effective delivery of services to homeless persons; and

1.5 WHEREAS the City desires to acquire an easement in and over a portion of the Property to secure its use for the benefit of homeless, low- and moderate-income persons with related covenants regarding the use, operation, and maintenance of the Property; and

1.6 WHEREAS the acquisition of the Easement by the City will serve a national objective of the federal Community Development Block Grant ("CDBG") program, i.e. benefit to low- and moderate income persons, and the City intends to use CDBG funds to acquire the Easement; and

1.7 WHEREAS, CHA is willing to grant the easement and covenants on the terms and conditions stated herein;

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 for Purchase of Easement in Gross for Social and Community Services Use between The City of Seattle and Compass Housing Alliance, including all exhibits.

2.2 Easement: Easement in Gross for Social and Community Services Use to be granted by CHA pursuant to this Agreement, substantially in the form attached to this Agreement as Exhibit A.

2.3 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.

2.4 Facility is defined in Exhibit A.

2.5 Grantee: The City of Seattle.

2.6 Grantor: Compass Housing Alliance and its successors in interest.

2.7 HSD: The City of Seattle Department of Human Services and any other City department or office that succeeds to its functions or is allocated responsibility for administering this Agreement or the Easement.

2.8 Partial Use Year: (1) The period beginning on either of the following: (a) the first day of the Use Period, or (b) the date of the City's demand for liquidated damages under Article 21 hereof, and in either 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.

2.9 Property is defined in Exhibit A.

2.10 Use Period: The period of fifteen full years (180 months) as measured from the time when renovations to the Facility are completed and the Facility is open and available for use as contemplated under the Easement, except as the Use Period may be extended pursuant to the terms of the Easement.

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 SOCIAL AND COMMUNITY SERVICES USE.

4.1 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 FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000), an Easement in Gross, in substantially the form attached hereto as Exhibit A.

4.2 Grantor acknowledges that prior to the execution of this Agreement, the City informed the Grantor in writing that the Grantor would not acquire the Easement if negotiations failed to result in an amicable agreement, and informed Grantor in writing of what Grantor believed to be the market value of the Easement. Grantor enters into this Agreement freely and voluntarily.

5. CLOSING AND CONDITIONS

5.1. After the conditions set forth below have been satisfied, then upon at least [illegible] days prior notice to HSD, simultaneously with delivery to the City of the fully executed and acknowledged Easement, the City shall release the purchase funds minus any closing costs (other than recording fees) that may be due. HSD shall then record the Easement within three (3) business days in the real property records of King County. Closing costs charged to Grantor and deducted from the purchase price shall include real estate excise tax. The City shall pay recording fees. The parties acknowledge that CHA acquired the Property with a loan from Commerce Bank of Washington ("Bank") secured by a deed of trust on the Property and with funds drawn on a line of credit from the Bank, and that CHA intends to use the net proceeds of this sale to reduce the outstanding debt to the Bank incurred for the acquisition. CHA covenants that after closing of this sale and such application of proceeds, the outstanding debt secured by the Property shall not exceed $1,650,000 (the secured loan from the Bank, not to exceed such amount, is referred to as the "Bank Loan"). The City, in its discretion, may disburse net sales proceeds to the Bank for application, at CHA's direction, to the Bank Loan or line of credit, or both, or by check payable jointly to CHA and Bank.

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 Property. The Grantor shall execute and deliver promptly upon demand any other documents, signed by

all necessary persons that may be required for the Easement and for its recording with the King County Recorder.

B. The Grantor will provide to the City a title report dated within two months of the delivery of the Easement that itemizes any liens and encumbrances on the Property, showing no mortgages or deeds of trust except the deed of trust securing the Bank Loan, and showing the condition of title to be consistent with Article 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.

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 June 1, 2014, the City shall have the right, by written notice to CHA, 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.

6. DEVELOPMENT OF FACILITY

Grantor shall be solely responsible for developing, renovating, maintaining, managing, and operating the Facility and the Property, according to its own discretion, subject to the provisions of this Agreement and the Easement.

7. COMMENCEMENT OF THE USE PERIOD

The Grantor shall complete the renovations and commence use of the Facility for the purposes set forth in the Easement no later than June 1, 2014. Grantor shall cause the Use Period to commence no later than June 1, 2014. 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. The deadline for completion of renovation and commencement of use of the Facility shall be extended one day for each day that the suspension of renovation is caused by fire, earthquake or other acts of God, strikes, acts of public enemy, riots, insurrections, or any other cause beyond the control of Grantor (not including the failure of Grantor to obtain or receive sufficient funding); provided, that in order to qualify for extension Borrower must notify the City in writing within three (3) days after the commencement of the event or circumstance causing such suspension, and provided further that in no event shall the deadline for renovation completion or for commencement of the Use Period be extended by more than 120 days, unless otherwise agreed in writing by the City.

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

The Grantor's responsibility for the Facility and Property includes, but is not limited to, the payment of any and all taxes and construction and renovation costs and any costs associated with the acquisition, construction, maintenance, and operation of the Facility and the Property. The City will not be responsible for construction, renovation, maintenance, or operation of the Facility or Property in general, nor will the City be responsible for any costs associated with or arising from the use requirements other than any fees that may be agreed to 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 Grantor on the use of the Facility. In addition, upon proper notice by the City, Grantor shall provide the HSD with such additional information and reports as HSD may require in order to document compliance with CDBG requirements, and shall provide 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 Facility; which reflect the nature of the services provided in the Facility; and which reflect the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any services at the Facility. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

10. CERTAIN FEDERAL REQUIREMENTS

10.1 *Conflicts prohibited.*

(a) Grantor represents and agrees that no persons described in paragraph (b) of this Section 10.1 who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, has or will obtain a financial interest or benefit from the activity assisted by CDBG funds under this Agreement, or have a financial interest in any contract, subcontract, or agreement with respect to such CDBG-assisted activity, or with respect to the proceeds of the CDBG-

assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(b) The provisions of paragraph (a) of this Section 10.1 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies of the City, or of subrecipients that are receiving CDBG funds.

10.2 *Lobbying.*

Grantor hereby certifies and agrees as follows, in accordance with 31 U.S.C. Section 1352, to the best of its knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c)It will require that the language of this Section 10.2 be included in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11. INSURANCE

Grantor shall maintain at all times during the life of this Agreement the insurance required pursuant to the Easement. If the Property is in a special flood hazard area as identified by the Federal Emergency Management Agency, then Grantor represents, warrants and agrees that flood insurance is and shall remain in effect, at Grantor's expense, in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. Section 4001).

12. DAMAGE OR DESTRUCTION

If the Facility shall be damaged or destroyed by fire or other casualty, or if the Property shall be so damaged such that the use of the Facility is impaired, then Section 9 of the Easement shall apply.

13. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants as follows:

13.1 Compass Housing Alliance is a Washington not-for-profit corporation duly organized and validly existing in accordance with the laws of the State of Washington.

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 Facility or 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 Facility, or leases, rents, or otherwise permits any person to use the Facility 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 Facility and 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. Without limiting the foregoing, the Grantor shall provide a subordination agreement signed and acknowledged by the Bank and Grantor, in form acceptable to the City, subordinating the lien of the Bank's deed of trust to the Easement.

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, and 14.10 of the Seattle Municipal Code (SMC), to the extent applicable, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Grantor shall comply and cause compliance with other nondiscrimination rules, regulations, orders, and directives pursuant to Section 8 of the Easement.

17. {RESERVED}

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 granting sixty (60) days opportunity 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 Articles 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 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 Article 21 hereof, the date on which Grantee receives full payment of all liquidated damages.

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 Facility and the Facility'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 Facility, or from Grantor's use of the Facility for purposes contrary to the terms of the Easement. As a result, the parties agree that in the event that the Grantor fails to complete the remodeling of the Facility so that it is available to provide Social and Community Services as defined in the Easement by June 1, 2014, or in the event of Default during the Use Period, the City shall have the right to recover, at its option, liquidated damages in the amounts determined under Section 10 of the Easement, 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.

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 Facility to comply with all applicable laws.

22.2 Grantor represents and warrants that any activities in connection with the development of the Facility by Grantor 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 Article 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 Article 25.

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:
Executive Director
Compass Housing Alliance
77 South Washington Street
Seattle, Washington 98104

26. EXHIBITS

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

Exhibit A: Easement in Gross, including legal description of the real property on which the Facility is located

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 _____, 2014, by having their representatives affix their signatures below.

THE CITY OF SEATTLE

By _____
Catherine Lester,

Interim Director, Human Services Department

COMPASS HOUSING ALLIANCE

By _____
Janet Pope, Executive Director

EXHIBIT A

AFTER RECORDING, MAIL TO:

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

EASEMENT IN GROSS FOR SOCIAL AND COMMUNITY SERVICES USE

GRANTOR: **Compass Housing Alliance**, a Washington nonprofit corporation

GRANTEE: **The City of Seattle**, a Washington municipal corporation

Legal Description:
Summary: Lot 1, Blk 10, Rainier Blvd. 2nd Add., V. 9, p. 73, and Lots 2 & 3, Blk. 10, Rainier Blvd. 4th Add., V. 11, p. 33
Additional description on pp. 1-2

Tax Parcel No.: 713280-0005

THIS EASEMENT IN GROSS FOR SOCIAL AND COMMUNITY SERVICES USE ("Easement") is executed this _____ day of _____, 2014 by Compass Housing Alliance, a Washington nonprofit corporation (together with its successors, "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 a nonexclusive easement in gross, on the terms set forth below, in and over a portion of the real property located at 901 Rainier Avenue South, Seattle, in King County, Washington, and legally described as follows (together with the improvements now or hereafter thereon, the "Property"):

Lot 1, Block 10, Rainier Boulevard Second Addition to the City of Seattle, according to the plat thereof, recorded in Volume 9 of Plats, Page 73, in King County, Washington; and

Lots 2 and 3, Block 10, Rainier Boulevard Fourth Addition to the City of Seattle, according to the plat thereof, recorded in Volume 11 of Plats, Page 33, in King County, Washington.

The easements and covenants herein are intended to run with the land and burden the Property described for the use and benefit of the Grantee and of its designees to the extent described below, as follows:

1. Purchase Agreement. The easements and covenants granted herein are made pursuant to that certain AGREEMENT FOR PURCHASE OF EASEMENT IN GROSS FOR SOCIAL AND COMMUNITY SERVICES USE between Grantee and Grantor dated as of _____, 2014 (the "Purchase Agreement"), which is filed with the Seattle City Clerk and is incorporated herein by this reference. Grantor acknowledges payment by the City of the full purchase price under the Purchase Agreement. This Easement is intended to be construed so as to be consistent with the Purchase Agreement, but in case of conflict, the terms of this Easement shall control. Grantor acknowledges that the City has purchased this Easement with Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") and that certain provisions hereof implement requirements and laws applicable to CDBG and of HUD regulations.

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:

Default: As defined in the Purchase Agreement.

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

Easement: This Easement in Gross for Social and Community Services Use.

Easement Area: The entire first story of the building existing on the Property on the date of this Easement, which is the story having a floor approximately at the level of grade on the side facing the alley abutting the Property, and if the existing building shall be rebuilt or replaced, then an area on a single story at the same or a higher elevation and consisting of at least **5,675** square feet.

Grantee: The City of Seattle.

Grantor: Compass Housing Alliance, and its successors in interest in and to the Property.

Low- and Moderate-Income Person: A low- and moderate-income person as defined in 24 CFR 570.3.

Outside Users: public and non-profit entities that provide benefits to residents of the City, and any other entities or individuals that may be approved as Outside Users by the Department.

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: Defined in granting clause above.

Social and Community Services: Emergency shelter, day center services for homeless and other Low- and Moderate-Income Persons, hygiene services, and incidental to the foregoing, information, education, guidance, and assistance all designed to promote the physical health, safety or social or economic well-being of homeless or other Low- and Moderate-Income Persons.

Social and Community Services Facility or Facility: The facility to be developed in the Easement Area, consisting of at least **5,675** square feet. The Facility will include services facilities to provide a day shelter for homeless and other Low- and Moderate-Income Persons, hygiene facilities, and emergency overnight shelter, and up to 1,500 square feet of administrative office space used solely for functions necessary to operate Social and Community Services programs in the Easement Area in an effective and accountable manner.

Use Period: The period beginning on the date when the remodeling of the Easement Area to establish the Facility is completed, the Facility is open, and the Facility is available for provision of Social and Community Services to the public, and ending fifteen (15) years later, unless extended pursuant to Section 9 of this Easement.

3. Easement and 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 Easement Area, or permit the use of the Easement Area, for any purpose other than:

A. The development and construction of a Social and Community Services Facility as generally described above; and

B. The operation of a the Social and Community Services Facility, as a "community center" use under Title 23 of the Seattle Municipal Code, consistent with the terms of this Easement; and

C. Administrative and support operations necessary for the support and operation functions necessary to operate Social and Community Services programs in the Easement Area in an effective and accountable manner, except that no more than 1,500 square feet of the Facility may be used solely or primarily for administrative and support operations; and

D. The leasing to the City of any portion of the Facility for which a lease executed by the City is in effect.

3.2 Grantor shall complete the remodeling of the building to establish the Facility, at Grantor's sole expense and in accordance with all applicable laws, ordinances and permits, no later than June 1, 2014. After completion of remodeling of the Facility, and for the duration of the Use Period, Grantor shall use the Facility or cause it to be used solely to provide or support Social and Community Services, except that Grantor shall not be responsible under this Easement for the use of any portion subject to a lease to the City. Such services may be provided by Grantor or other not-for-profit organizations, governments, public agencies, and others.

3.3 Grantor shall allow Outside Users seeking to provide Social and Community Services access to the Facility to the greatest extent reasonably possible, given the needs of Grantor for the space in order to provide its services. To the extent that the Grantor is not itself actively using the Facility for Social and Community Services, Grantor shall so notify the City and use its best efforts to inform Outside Users that the space is available to Outside Users that provide such services; such notice shall include but not be limited to advertising the facilities on the Grantor's website. Grantor may charge a fee to Outside Users seeking use of space to provide such services, but any fee must be: (a) at the lowest rate possible while covering the reasonably allocable costs of operating and managing the Facility, including, but not limited to, janitorial, utilities, insurance, taxes, and on-site staffing costs and debt service on loans for the acquisition or improvement of the Property or for refinancing of such loans; (b) reasonably affordable to most Outside Users whose clients are Low- and Moderate-Income Persons, and (c) not more than the fee charged to other community groups for use of the space as allowed under subsection 3.4 below. If any part of the Facility, not leased to the City and not in administrative office use as permitted hereunder, consisting of 1000 s.f. or more of useable floor area, shall be out of active use for Social and Community Services for a period of 60 consecutive days, or if Grantor notifies the City that Grantor will be unable to use or obtain Outside Users to use, such a portion of the Facility for such period or longer, then City shall have the right to designate one or more Outside Users, which may include a City agency, to use that part of the Facility, for specified days and hours over a period of up to 180 days, for Social and Community Services, without payment to Grantor except for any actual marginal costs to Grantor of such Outsider User's use of the Facility, as documented by Grantor to the satisfaction of the City. Grantor hereby grants the City an easement, assignable to any such Outside User, for access to and use of the Facility, or portion thereof that is out of active use for Social and Community Services, in a reasonable manner that does not interfere with the other Social and Community Services being provided in the Facility. The access

easement in the preceding sentence includes, without limitation, the right to use parking and loading areas from the alley behind the Property.

3.4 Grantor may allow use of all or part of the Facility by community groups for provision of Social and Community Services, and may charge fees for such use, but any fee shall not be more than the amount necessary to cover the reasonably allocable costs of operating and managing the Facility, including, but not limited to, janitorial, utilities, insurance, taxes, and on-site staffing costs. Such use shall not interfere with the Grantor's ability to provide Social and Community Services or the availability of the Facility to Outside Users to provide Social and Community Services.

3.5 Grantor shall ensure that no part of the Facility is used for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, if otherwise consistent with the terms of this Easement, portions of the Facility may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the Facility on an equal basis, and are assessed equal rent or use charges, if any. Grantor acknowledges that the restriction in this subsection is required by federal regulations applicable to the City's use of CDBG funds for acquisition of the Easement, 24 CFR Section 570.207, and agrees that it shall be interpreted consistent with any HUD interpretations thereof now or hereafter in effect.

3.6 Grantor may establish procedures that guide use by Outside Users, including times of operation, codes of conduct, and other policies necessary to efficiently and fairly operate the Facility. Grantor may require that Outside Users of the Facility enter a reasonable use agreement provided that the use agreement does not impose costs or requirements that make use by Outside Users impracticable and that the use agreement is designed to ensure safe and equitable access to the Facility, to limit damage to the Facility, and to limit Grantor's risk in operating and managing the Facility.

3.7 No part of the Easement Area may be used for inherently religious activities, such as those that involve worship, religious instruction, or proselytization. No part of the Easement Area may be used as a sanctuary, chapel, or other room that a religious congregation uses as its principal place of worship. Grantor shall not discriminate, nor permit discrimination, against any beneficiary or prospective beneficiary of any program operated in the Easement Area on the basis of religion or religious belief.

3.8 Grantor is solely responsible for maintaining, managing, and operating the Facility according to its own discretion, subject to the terms of this Easement and any lease to the City. Nothing herein shall constitute Grantor or any Outside User as an agent or partner of the City. The Grantor shall maintain the Facility in good condition and repair, and in compliance with all applicable laws, codes, permits and regulations, at Grantor's sole expense.

4. Indemnity.

Grantor shall have control over and responsibility for the development, operation and maintenance of the Property and the Social and Community Services, including the Facility. 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, ownership, operation, maintenance or use of the Property, including without limitation any use by Outside Users under this Easement and any use of the Facility by clients or members of the public, except that with respect to any portion of the Facility leased to the City, the terms of the lease shall control. The preceding sentence 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, or for the acts of Outside Users designated by the City under subsection 3.3, 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 by 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 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: _____

5. Insurance

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

A. All risk property insurance 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 Property 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.

5.2 The insurance described in paragraphs 5.1 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.

5.3 A copy of all insurance required herein shall be provided to the Department no later than seven (7) days after execution of this Easement. Grantor shall also provide the City with documentation of the above insurance policies at any time upon written request.

6. Priority; Liens. This Easement shall have priority over any and all liens, encumbrances, leases, subleases, or other interests in the burdened property, except as may be expressly agreed in writing by the Grantee, and except that the terms of any lease between Grantor and the City shall control as to the leased space for so long as the lease is in effect. 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 assigns 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. Grantor shall pay before delinquency all amounts owing on debts secured by the Property and shall keep the Property free of any liens except for secured debt as permitted by written consent of the City.

7. Burden and Benefit. The easements 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. Grantor shall include, in any agreement for transfer or lease of the Property, express requirements that the transferee or lessee comply with the terms of this Easement, but no such provision shall be necessary in order for such party to be bound, and no such provision shall relieve the Grantor of any responsibility or liability under this Easement or the Purchase Agreement. 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.

8. Nondiscrimination

A. 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 acknowledges and agrees that because of CDBG funds used for acquisition of the Easement, the rules, regulations, orders, and directives applicable under this Section include all those applicable to a City facility funded with CDBG funds, including without limitation those described in 24 CFR Part 570, 24 CFR Section 5.015, and 24 CFR Part 6, which include without limitation prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act.

B. Grantor further agrees that with respect to the Facility 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 or any Outside User.

9. Damage or Destruction

A. If the Facility shall be damaged or destroyed by fire or other casualty during the term of this Easement, or if damage to the Property by fire or other casualty shall impair the use of the Facility, then the Use Period shall be extended by a period equal to the time that the Facility or any part thereof consisting of more than 25% of the gross floor area of the Facility not leased to the City was not in active use. After any such casualty, if sufficient insurance proceeds are available, Grantor shall promptly restore or rebuild the Facility and any other portion of the Property required for full use of the Facility and this Easement shall apply to such rebuilt or restored Facility. In the alternative, if HSD determines that the Easement Area may be used for purposes other than those required hereunder consistent with CDBG regulations, and if (1) the Grantor gives notice that it is unable to restore or rebuild; or (2) the rebuilding or restoration required to resume full use of the Facility is not completed within 36 months after such damage or destruction, or (3) such building or restoration does not commence within 24 months of the damage or destruction, then subsections B and C of this Section shall apply.

B. If total insurance proceeds, on that date when all insurance proceeds have become available, exceed the outstanding balances on the Bank Loan (as defined in the Purchase Agreement) and any other loans secured by the Property to which the City has consented in writing for purposes of this Section (collectively, "Permitted Mortgage Loans"), the amount of such difference shall be the "Excess Proceeds." Otherwise "Excess Proceeds" shall be zero. Grantor shall notify the City in writing promptly upon the determination of the total insurance proceeds, and shall include a calculation showing the Excess Proceeds. If there are positive Excess Proceeds, Grantor shall pay the City on demand an amount equal to the lesser of

(1) the Excess Proceeds; or

(2) the liquidated damages as determined under Section 10, computed as if Default and demand for payment thereof had occurred on the date of damage or destruction (without giving effect to any extension under subsection A of this Section), plus additional interest from that date ("Liquidated Amount").

If the full the Liquidated Amount exceeds the Excess Proceeds, then the difference, less amount that the City at any time waives in writing, in its sole discretion, shall be the "Remaining Balance." If there is a Remaining Balance and if a sale of the Property for cash at fair market value in its then condition and free and clear of the Easement would yield proceeds, after costs of sale equal to 10% of such value, at least equal to the sum of (i) the amount, if any, by which of the balances of the Permitted Mortgage Loans exceeded the total insurance proceeds on the date such proceeds became available, plus (ii) the Remaining Balance, then Grantor shall pay the City the Remaining Balance within one year of the original demand under this Section.

C. After receipt of the full Liquidated Amount or, if less, all amounts to which the City may be entitled under this Section 9, in cleared funds, the City shall, within a reasonable time, record an instrument releasing this Easement. If in order to pay the Liquidated Amount or to pay a Remaining Balance and any other amounts owing under this Section 9, the Grantor proposes to sell or refinance the Property, then upon reasonable advance notice the City shall deposit the instrument of release with an escrow agent for the sale or refinancing with instructions to record it upon disbursement of the required amount to the City. Nothing in this Section shall require the City to deliver an instrument of release while there is any dispute or reasonable uncertainty as to the amounts payable or that may become payable to the City under this Section 9.

10. Liquidated Damages

10.1 The parties understand and agree that the public benefit for which the City is acquiring this Easement depends upon the remodeling of the building on the Property and the completion, opening and operation of the Facility. From the nature of this Easement, 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 Facility, or from use of the Property 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.

10.2 In the event that the Grantor fails to complete the remodeling of the Facility so that it is available to provide Social and Community Services by June 1, 2014 or otherwise fails to cause the Use Period to commence by June 1, 2014, Grantor agrees

to pay the City on demand liquidated damages in the amount of Four Hundred Thousand Dollars ($400,000), 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.

10.3 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 Twenty-Six Thousand Six Hundred Sixty-six Dollars and 66/100 ($26,666.66) for each year remaining on the Use Period (prorated for any Partial Use Year based upon the number of days remaining in that year prior to the Default) plus interest on that amount, accrued as described in subsection 10.2.

10.4 After the City's demand for and receipt in full of liquidated damages in cleared funds, the City shall, within a reasonable time, record an instrument terminating this Easement.

10.5 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 Easement or the Property.

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

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 earlier of (a) the end of the Use Period or (b) the date that 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 shall be in effect in perpetuity, unless and until the City shall record such an instrument of termination.

Dated this _____ day of _____, 2014.

COMPASS HOUSING ALLIANCE
(Grantor)

By: _____
Name: Janet Pope
Title: Executive Director

Accepted: THE CITY OF SEATTLE

By:_____
Name:_____
Title:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Janet Pope is the person who appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument as the Executive Director of COMPASS HOUSING ALLIANCE, the Washington nonprofit 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: _____

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Human Services	Michael Look / 5-1717	Lisa Mueller / 4-5339

Legislation Title:
AN ORDINANCE relating to the City's purchase of an interest in real property at 901 Rainier Avenue South, Seattle, Washington owned by Compass Housing Alliance; authorizing the purchase and acceptance of an easement with restrictive covenants from Compass Housing Alliance to provide for the provision of social and community services on the property for a period of fifteen years; authorizing related agreements and actions; and ratifying and confirming prior acts.

Summary of the Legislation:
Acquisition by the City of an easement on property owned by the Compass Housing Alliance, a non-profit provider of services to homeless and other low-income persons and families, including emergency shelter and day center services. The easement will secure the use of the facility for social services use for a period of not less than fifteen years and will cost the City $400,000. The City Budget Office has determined that federal Community Development Block Grant funds are available for this acquisition cost.

Background:
This ordinance completes the actions required to implement a one-time add by the Mayor in the Adopted 2014 Operating Budget. Compass Housing Alliance leased space on Third Avenue in downtown Seattle to operate a day center for homeless persons. They also operated the emergency shelter related to the City's homeless encampment policy out of a facility on Roy Street in Seattle. Compass Housing Alliance had to relocate both of these services, as the property owners have expressed other uses for the buildings. The funds in the 2014 Adopted budget are to facilitate the relocation and preserve these services.

__X__ This legislation does not have any financial implications.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
This legislation implements a budget add adopted by the Council in the 2014 Adopted Budget. An expenditure of $400,000 in CDBG funds will follow the adoption of this legislation.

b) **What is the financial cost of not implementing the legislation?**
The City will save $400,000 by not implementing this legislation, but at the very real risk of losing services for homeless persons.

c) **Does this legislation affect any departments besides the originating department?**
No

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** The City would need to assist Compass Housing Alliance find acceptable property or facilities in another location to provide day center services and emergency shelter services for homeless persons.

e) **Is a public hearing required for this legislation?**
No

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No

g) **Does this legislation affect a piece of property?**
Yes

h) **Other Issues:**
None

List attachments to the fiscal note below:

City of Seattle
Edward B. Murray
Mayor

May 23, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that authorizes the City to purchase an easement on property located at 901 Rainier Avenue South for the purpose of securing that property for public use as an emergency shelter and day center for homeless individuals and families. Funds for this action were approved by the City Council in the 2014 Adopted Budget in the amount of $400,000. This action is to be funded with Community Development Block Grant funds. The restriction on the property will be secured for 15 years.

The easement requires the property owner, Compass Housing Alliance, to use the property only for emergency shelter, hygiene services, and other services to assist homeless or low- and moderate-income persons and families to promote their physical health, safety or social or economic well-being. This action stabilizes the financial position of Compass Housing Alliance, which purchased the property for these purposes because of the need to move two of their programs from other, leased space. Moving to the new location will be the day center formerly located on Third Avenue and the encampment shelter formerly located on Roy Street near the Seattle Center.

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

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
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PO Box 94749
Seattle, Washington 98124-4749

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Hearing Impaired use the Washington Relay Service (7-1-1)
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