

Authorizes an agreement with The Friends of the Conservatory for financial assistance & voluntary support to Volunteer Park Conservatory purposes, e.c.

Ordinance No. 109077 76:c:34

AN ORDINANCE authorizing an agreement with The Friends of the Conservatory for financial assistance and voluntary support for Volunteer Park conservatory purposes, the conduct of educational programs and the use of conservatory and greenhouse space; establishing a Conservatory Subaccount in the Park and Recreation Fund and a Conservatory Capital Account in the General Gift and Donation Fund; and authorizing the acceptance of gifts and donations for conservatory purposes and implementing of the agreement.

COMPTROLLER
FILE NUMBER _____

Council Bill No. 191328

INTRODUCED: MAY 5 1980	BY EXECUTIVE REQUEST
REFERRED: MAY 5 1980	TO PARKS & COMMUNITY SERVICES
REFERRED:	
REFERRED:	
REPORTED: MAY 27 1980	SECOND READING: MAY 27 1980
THIRD READING: MAY 27 1980	SIGNED: MAY 27 1980
PRESENTED TO MAYOR: MAY 28 1980	APPROVED: JUN 6 1980
RETD. TO CITY CLERK: JUN 6 1980	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

3/1/80 Park Dept

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ORDINANCE 109077

AN ORDINANCE authorizing an agreement with The Friends of the Conservatory for financial assistance and voluntary support for Volunteer Park conservatory purposes, the conduct of educational programs and the use of conservatory and greenhouse space; establishing a Conservatory Subaccount in the Park and Recreation Fund and a Conservatory Capital Account in the General Gift and Donation Fund; and authorizing the acceptance of gifts and donations for conservatory purposes and implementing of the agreement.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As recommended by the Mayor and the Superintendent of Parks and Recreation in the materials contained in this ordinance file, the Superintendent of Parks and Recreation is hereby authorized to execute an agreement for and on behalf of The City of Seattle with The Friends of the Conservatory, a nonprofit corporation, substantially in the form of agreement contained in this ordinance file for financial assistance and the support of volunteers for Volunteer Park conservatory purposes, for the conduct of educational programs, and for the use of space in the conservatory for certain activities. The agreement shall be terminable on sixty (60) days notice.

Section 2. There is hereby established a Conservatory Subaccount in the Park and Recreation Fund for deposit of gifts and donations received for conservatory purposes and a Conservatory Capital Account in the General Gift and Donation Fund for donations for capital improvements at the conservatory.

Section 3. The Superintendent of Parks and Recreation is hereby authorized for and on behalf of The City of Seattle to accept gifts and donations for Volunteer Park conservatory purposes; to acknowledge receipt and express the appreciation of the City therefor; and to allow the use of conservatory

(To be used for all Ordinances except Emergency.)

and greenhouse space as authorized by the agreement authorized in Section 1. The Superintendent of Parks and Recreation is further authorized to provide "cuttings" and seeds to the Friends of the Conservatory and to consign any "excess of surplus" plants at the conservatory for propagation or sale in accordance with the aforesaid agreement without complying with procedures for disposition of surplus City property contemplated by Ordinance 102151, as now amended or a successor ordinance.

Section 4. Any act authorized by this ordinance and prior to this effective date is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 27 day of May, 1980
and signed by me in open session in authentication of its passage this 27 day of May, 1980
President of the City Council.

Approved by me this 6 day of June, 1980
Mayor.

Filed by me this 6 day of June, 1980

Attest: Jim Hill
City Comptroller and City Clerk.

(SEAL)

Published

By Virginia Miller
Deputy Clerk.

Your
Seattle
Parks and Recreation



Walter R. Hundley, Superintendent
Charles Foyer, Mayor

April 10, 1980

The City Council
City of Seattle

Via Mayor Charles Royer

Attention: Casey Jones, Director, Office of Management and Budget

Dear Members:

The Friends of the Conservatory has assisted this department for some time in the department's efforts to preserve and maintain the City's Conservatory facility at Volunteer Park. This is particularly true through the Friends' members volunteering their time in assisting our staff in providing security during visitor hours and in rendering their expertise in plant propagation and care.

After many hours of discussion between the Friends and this department, an agreement has been reached whereby the past relationship of the Friends to the City can be formalized. Formalizing this relationship provides the City with organized and orderly transfers of contributions and gifts that are specifically for the Conservatory as the City undertakes certain expenditures in its maintenance and preservation of the Conservatory. At the same time, the Friends are assured that its organizational purpose will indeed be obtained through the City's efforts; and its expert advice will be specifically considered in the department's programming of the Conservatory's operation.

A copy of the proposed agreement is enclosed, along with the draft ordinance providing for its execution. Briefly, the high points of the agreement provide for the following:

- (1) The agreement is perpetual so long as the Friends exist and the Conservatory is maintained by the City but may be terminated by either party upon a sixty (60) day notice;
- (2) The Friends' fund raising activity relating to the Conservatory must be approved by the Superintendent of Parks and Recreation prior to the Friends soliciting funds or property on behalf of the City's Conservatory;
- (3) The Friends must submit an accounting of its activity to the City with respect to funds received, held and expended by it, on behalf of the City for the Conservatory and Conservatory purposes; and

An equal employment opportunity - affirmative action employer

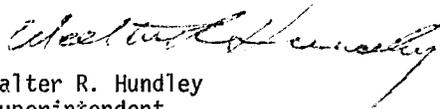
Seattle Department of Parks and Recreation - 610 Municipal Building, Seattle, Washington 98104 (206) 625-4671
Board of Park Commissioners: Thomas E. Allen, Chairman; Glenna Hall, Vice Chairman,
Robert E. Kildall, Phyllis S. Legters, Ruben Sierra, Thomas O. Wimmer, Fabiola Woods

The City Council
April 10, 1980
Page Two

- (4) The City will provide certain areas within the Conservatory facility in support of the Friends' efforts under this agreement without assessing a fee for such temporary use, and the City may provide certain surplus plants to the Friends that will generate benefits to the City which would otherwise be lost.

The benefits received by the City under this agreement will greatly enhance the Volunteer Park Conservatory over the years to come. For this reason, I respectfully request approval of the agreement through passage of the enclosed ordinance.

Sincerely,



Walter R. Hundley
Superintendent

WRH:pjl

Enclosures

REC'D OMB APR 16 1980

THE CITY OF SEATTLE
AND
THE FRIENDS OF THE CONSERVATORY
VOLUNTEER PARK CONSERVATORY AGREEMENT

THIS AGREEMENT, made between the City of Seattle, a municipal corporation of the State of Washington, operating through its Department of Parks and Recreation (hereinafter referred to as the "City"); and its Superintendent of Parks and Recreation (called the "Superintendent") and the Friends of the Conservatory, its successors and assigns, a non-profit corporation authorized to do business as such in the State of Washington, hereinafter referred to as the "Friends", WITNESSES THAT,

WHEREAS, the Friends is organized as a citizens' group that is interested in and recognizes the value of the Volunteer Park Conservatory (hereinafter referred to as "the Conservatory") as an educational and recreational asset, and as a focus for varied horticultural interests, within the City of Seattle; and

WHEREAS, the Friends have aided the City in its responsibility for operation of the Conservatory through its members volunteering their time in assisting Conservatory staff in maintaining the guest register and providing security during visitors' hours, and in propagating and caring for plants; and

WHEREAS, the Friends desire to formalize its relationship with the City for the enhancement of Conservatory purposes, as follows:

1. Providing financial support by sponsoring fund raising projects; by transferring and delivering funds and property for the erection and maintenance of conservatory structures, and, by providing specimens for the Conservatory collection.
2. Implementing educational programs that are of interest and benefit to the general public, especially in fostering the appreciation and comprehension of the value of plants and plant life.
3. Advising the Department of Parks and Recreation (hereinafter referred to as the "Department") on physical planning and maintenance decisions that affect the Conservatory and Conservatory purposes in the Department's programming of the facility's operation.

NOW, THEREFORE:

In consideration of their mutual covenants, the parties hereto agree as follows:

I. TERM

This Agreement shall commence upon its execution and remain in full force and effect so long as the Volunteer Park Conservatory shall exist and be maintained by the City of Seattle, and the Friends of the Conservatory, its successors and assigns, shall exist; except that, this Agreement may be terminated by either party hereto, without cause, upon a sixty (60) day written notice prior to the effective date of said notice; excepted further that, as determined by the Superintendent, this Agreement shall immediately terminate in the event Friends is unable to serve the Conservatory or Conservatory purposes as contemplated by this Agreement.

II. DELIVERY AND ACCEPTANCE

The Friends shall make delivery of any gift, contribution, or transfer of funds or property to the City by indicating in writing its intent to make such a gift, contribution, or transfer, properly executed by its proper officer(s); said written evidence of the intent to make a gift is to be delivered to the City at the address hereinafter contained.

III. PRESERVATION OF FUNDS

The City shall, within five (5) days after its acceptance and receipt of delivered funds pursuant to Paragraph II hereinabove, deposit the same in a specially marked account for the purpose contemplated by this Agreement and expend all such funds and income that may accrue thereto in the manner prescribed by Paragraph IV of the Agreement.

IV. CITY'S ACCOUNTING

The City may hold, use, and transfer any property or funds, and any income that may have accrued to any property or funds, accepted pursuant to Paragraph II, in a manner it deems necessary in carrying out its obligation and responsibility in keeping and maintaining the Conservatory. The Friends may make an ADVISORY RECOMMENDATION as to how the City may hold, use, and transfer any property or funds, and any income that may have accrued to any property or funds, accepted pursuant to Paragraph II; and the City shall act upon said advisory recommendation as it deems necessary, at its discretion. Nothing in this paragraph shall be construed to invalidate any gift absolute contemplated by this Agreement.

The City shall keep, and make available to the Friends, an accounting of all property and funds received by it hereunder, as to the manner and amount that such property and funds have been transferred or expended.

CITY'S SUPPORT TO FRIENDS

- A. The City shall, in its preservation and maintenance of the Conservatory, provide the Friends with existing plans and projections of physical and programmatic planning upon which the Friends may base its continuing and future support; and with one or more areas at the Conservatory that have been designated by the Superintendent for the Friends' education and funding activities for Conservatory purposes only, without the charge of a fee.

The area, or areas, provided to the Friends at the Conservatory under this paragraph shall be limited to the purposes stated herein and as specifically limited by designation of the Superintendent each time said area(s) have been made available to the Friends. Nothing in this Paragraph V shall create a Landlord/Tenant relationship but shall remain a bare license that may allow for the temporary installation of equipment on the Conservatory structure(s) by the Friends with the prior written approval of the Superintendent. All such equipment being the personal property of the Friends must be cared for, handled, and removed, with respect to the Conservatory Premises, as directed by the Superintendent.

The area or areas provided to the Friends shall be kept neat, clean, and safe by the Friends. For any such area or areas that may be designated for the sole use of the Friends by The Superintendent, the Friends shall ensure the security thereof through the Superintendent's designee.

- B. Whenever the City's Conservatory has an "excess or surplus" of plants over Department of Parks and Recreation needs, as the City determines by botanically applied standards, it may make such excess or surplus available to the Friends in aid of the Friends' support to the Conservatory and Conservatory purposes under this Agreement.

VI. FRIENDS' EDUCATION PROGRAM

The Friends shall provide an education program geared to the enhancement of the general public's knowledge of plants and plant life with a goal of fostering an appreciation and understanding thereof. The education program may include the use of individuals from the Friends volunteering their time and effort (hereinafter referred to as "volunteers of the Friends") to provide,

- (a) Conservatory staff assistance during visitor hours;
- (b) Security assistance during visitor hours;
- (c) Expert labor with respect to propagating and caring for plants;
- (d) Classes open to the general public.

In any event, prior to beginning the education program and any subsequent changes in the education program, the Friends shall make available to the City for the Superintendent's approval, a written description of the education program in its entirety along with a time and date schedule applicable thereto.

A nominal fee may be charged by the Friends of any person desiring to participate in the classes. Said fee shall be set with the aim of offsetting direct costs of classes to the Friends and with the approval of the Superintendent to raise funds for the Conservatory.

VII. FRIENDS' FUND RAISING ACTIVITY

All fund raising activity of the Friends regarding the Conservatory and Conservatory purposes, as contemplated by this Agreement, shall be approved by the Superintendent prior to commencement or the undertaking of the same. Thereafter, the Friends may use those areas of the Conservatory designated pursuant to Paragraph V for said fund raising activity, and may hold itself out in such activity as an organization in aid of The City of Seattle's Volunteer Park Conservatory, whether on or off the Conservatory Premises.

VIII. FUNDS HELD BY FRIENDS; ACCOUNTING TO CITY

Funds or property received by the Friends pursuant to Paragraphs IV and VII, or any activity associated therewith wherever located, shall be the funds of the Friends but must either be held, used, or expended by the Friends in support of the purposes contemplated by this Agreement; or delivered to the City pursuant to Paragraph II of this Agreement.

The Friends shall provide, at reasonable times under this Agreement, an accounting of all funds and property received by it pursuant to Paragraphs VI and VII, or any activity associated therewith wherever located; and an accounting of all funds or property expended or transferred that was received under terms of this Agreement.

IX. ACCESS TO BOOKS AND RECORDS

The City or its agents shall have the right at reasonable times to examine and inspect in King County, Washington, the books and records of the Friends bearing upon or in connection with the activity of the Friends carried out under conditions and provisions of this Agreement. The Friends shall keep all such books and records for the full term of this Agreement and for six years following the expiration or termination of this Agreement, only with the written permission of the City.

X. INDEMNITY

Friends shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, of death, injury or disability of any person and/or damage to any property or business occurring on or about the Conservatory premises during the Friends' use and occupancy thereof or arising,

directly or indirectly, out of or suffered by any person by reason of or in connection with any actions, errors, or omissions of Friends, its agents and/or employees. In the event of suit against the City, Friends agrees to appear and defend the same, provided Friends is notified in a timely manner of the suit. In the event judgement is rendered against the City, Friends shall cause the same to be satisfied within ninety (90) days after a final determination thereof, including a final determination of any appeals.

Such indemnity shall not include claims arising as a result of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent contributing or joint actions or omission of the Friends and the City.

XI. COMPLIANCE WITH LAWS

The City and Friends shall, in prosecution of the purposes of this Agreement, comply with all applicable federal and state laws and city ordinances; and the Charter of the City of Seattle. Any portion of this Agreement found to be inconsistent with any such law or ordinance shall be severable therefrom and save the remaining part thereof.

XII. NONDISCRIMINATION

The Friends shall comply with the applicable provisions of the City of Seattle Ordinances 102562 and 101432, as now or hereafter amended, copies of which are attached hereto and are incorporated herein by this reference.

Further, the Friends shall conduct its activities under terms of this Agreement which assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, or national origin. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities on the Conservatory Premises on account of race, color, religion, sex, age, or national origin. Failure to comply with any of the terms of this provision shall be material with respect to meeting the purposes stated in this Agreement; and shall be in contravention thereof.

XIII. ADDRESSES

Unless otherwise directed in writing, notices, and reports shall be delivered to the City at the following address:

Seattle Parks and Recreation Department
610 Municipal Building
Seattle, WA 98104

and to the Friends at the following address:

P.O. Box 33103
Seattle, WA 98133

Either of the above addresses may be changed by written notice to the non-changing party at least fifteen (15) days prior to the change. Notices sent by mail shall be deemed given on the date of the postmark affixed by the United States Post Office.

XIV. PHOTOGRAPHS

The Friends may make photographs and motion pictures of the Conservatory and the activity, people, displays, and exhibits thereon; provided that the prior written approval of the Superintendent has been obtained, and prior to using said photographs and motion pictures, the Friends shall obtain a written release from every individual identifiable in photographs or motion pictures to be used.

XV. MODIFICATION

The parties hereto reserve the right to amend this Agreement in the future, from time to time, as may be mutually agreed. No amendment hereto shall be effective unless written and signed by the authorized representative of both parties.

XVI. SURRENDER OF KEYS AND REMOVAL OF PROPERTY

Upon termination of this Agreement, the Friends shall promptly surrender and deliver to the City all keys that it may have to any and all parts of the Conservatory premises; and any areas designated to be used by the Friends pursuant to Paragraph V, in as good a condition as the date of commencing use thereof, except for the effects of reasonable wear and tear, alteration and repairs made by the City; and promptly remove from the Conservatory premises, at no expense to the City, all of its personal property including equipment temporarily placed upon the Conservatory premises with the consent of the City, and, shall take due care to not unreasonably damage or injure the Conservatory premises. In the event the Friends has not removed its property and/or equipment within the time allowed, the City may hold, use or transfer said personal property as it deems fitting for any Conservatory purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers this _____ day of _____, 19____.

THE FRIENDS OF THE CONSERVATORY

THE CITY OF SEATTLE
DEPARTMENT OF PARKS AND RECREATION

WALTER R. HUNDLEY, SUPERINTENDENT

Seattle City Council NEWS RELEASE

1100 Seattle Municipal Building

600 Fourth Avenue, Seattle, WA 98104

Councilman George E. Benson, Chairman
Parks & Community Services Committee

Further Information: Bob Morgan, 625-2442

FOR IMMEDIATE RELEASE

(City to Formalize Agreement with Friends of The Volunteer Park Conservatory.)

A proposed agreement formalizing the existing relationship between the City of Seattle's Parks and Recreation Department and the Friends of the (Volunteer Park) Conservatory will be the subject of a public hearing by the City Council's Parks & Community Services Committee at 2:00 p.m., on Wednesday, May 21, 1980, in the City Council's Chambers. Under the agreement the City would provide space at the Conservatory for fundraising and educational activities of the Friends of the Conservatory. In addition, surplus plants will be made available to the Friends. In return, the Friends will provide to the City volunteer Conservatory staff assistance, security during visitor hours, expert labor, classes open to the public, and funds raised by the Friends.

For further information contact C. M. Girtch of the Department of Parks & Recreation at 625-2442, or City Councilman George Benson's office at 625-2442.

-end-

Your City, Seattle

Executive Department-Office of Management and Budget

Casey Jones, Director
Charles Royer, Mayor



1319

April 16, 1980

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

Baker

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

REQUESTING
DEPARTMENT: Parks

SUBJECT: Agreement with Friends of the Conservatory

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

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

Casey Jones

Casey Jones
Budget Director

CJ/DS/paf

Enclosure

cc: Dorothy McCormick, Mayor's Office
Steve Snow, Parks

COPY OF WHICH RECEIVED

APR 26 1980

City of Seattle
City Attorney

XIII. Miscellaneous—(Continued)

to be borne by each such lot, tract or parcel;

(6) The name of the owner thereof, if known, but in no case shall a mistake in the name of the owner affect the validity of any assessment when the description of the property is correct; and

(7) THE LOTS AND THE NAMES OF THE OWNERS THEREOF UPON WHICH THE COLLECTION OF LOCAL IMPROVEMENT ASSESSMENTS WILL BE DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, 1ST EX. SESS.

The city treasurer shall immediately post the proposed assessment roll upon his index of local improvement assessments against the properties affected by the local improvement.

Section 10. That Section 6 of Ordinance 52493, as amended by Ordinance 59041, be further amended to read as follows:

Section 6. MODE OF IMMEDIATE PAYMENT. Whenever the cost and expense of any improvement shall be payable by the mode of "immediate payment," the city treasurer shall, upon receipt of such roll, publish a notice in the official paper of the city once a week for two consecutive weeks, that:

1) said roll is in his hands for collection;

2) that any assessment or any portion thereof may be paid at any time within thirty days from the date of the first publication of said notice, without penalty, interest or costs;

3) THAT ASSESSMENTS THE COLLECTION OF WHICH HAS BEEN DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, FIRST EXTRAORDINARY SESSION, AS NOW EXISTING OR HEREAFTER AMENDED, SHALL BE PAID WITHIN SUCH PERIOD OF DEFERRAL; and

4) UNLESS THE ASSESSMENTS THE COLLECTION OF WHICH HAS BEEN DEFERRED ARE PAID WITHIN SUCH PERIOD OF DEFERRAL AND payment is made OF OTHER ASSESSMENTS WITHIN SUCH THIRTY DAY PERIOD, such assessment or unpaid portion thereof will become delinquent.

REFERENCE TO DEFERRED COLLECTION ASSESSMENTS MAY BE OMITTED FROM SUCH PUBLICATION WHEN THERE IS NO PROVISION FOR SUCH DEFERRED COLLECTION IN THE ORDINANCE CREATING THE DISTRICT.

Upon delinquency a penalty of five per cent shall attach to, and become a part of all such assessments. Delinquent assessments shall bear interest at the rate of eight per cent per year until paid. Such delinquent assessments with penalty and interest shall forthwith be collected and the lien thereof be enforced in the manner provided by law and the Charter and ordinances of the City of Seattle.

Section 11. That Section 7 of Ordinance 53493, as amended by Ordinance 59041, be further amended to read as follows:

Section 7. MODE OF PAYMENT BY BONDS. Whenever the cost and expense of any improve-

ment shall be payable by the mode of "payment by bonds," the city treasurer shall publish a notice in the official newspaper of the city once a week for two consecutive weeks as provided by law.

WITHIN FIFTEEN DAYS OF THE FIRST NEWSPAPER PUBLICATION, THE CITY TREASURER SHALL NOTIFY EACH OWNER OR REPUTED OWNER WHOSE NAME APPEARS ON THE ASSESSMENT ROLL AT THE ADDRESS SHOWN ON THE TAX ROLLS OF THE COUNTY TREASURER FOR EACH ITEM OF PROPERTY DESCRIBED ON THE LIST OF THE NATURE OF THE ASSESSMENT, OF THE AMOUNT OF HIS REAL PROPERTY SUBJECT TO SUCH ASSESSMENT, OF THE TOTAL AMOUNT OF ASSESSMENT DUE AND OF THE TIME DURING WHICH SUCH ASSESSMENT MAY BE PAID WITHOUT PENALTY, INTEREST, OR COSTS.

UNLESS COLLECTION OF AN ASSESSMENT HAS BEEN DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, FIRST EXTRAORDINARY SESSION, AS NOW EXISTING OR HEREAFTER AMENDED, the first installment of principal and interest of any assessment payable under the mode of "payment by bonds" shall become due and payable during the thirty day period succeeding a date one year after the date of first publication of such notice, and annually thereafter each succeeding installment of principal or interest shall become due and payable in like manner. Any such installment not paid prior to the expiration of the thirty day period during which such installment is due and payable shall thereupon become delinquent.

WHENEVER THE COLLECTION OF AN INSTALLMENT OF AN ASSESSMENT HAS BEEN DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, FIRST EXTRAORDINARY SESSION, AS NOW EXISTING OR HEREAFTER AMENDED, THE INSTALLMENT OF PRINCIPAL OR INTEREST SHALL BECOME DUE AND PAYABLE UPON EXPIRATION OF THE PERIOD OF SUCH DEFERRAL AND EACH SUCCEEDING INSTALLMENT OF PRINCIPAL OR INTEREST SHALL BECOME DUE AND PAYABLE IN LIKE MANNER. ANY SUCH INSTALLMENT NOT PAID WITHIN THIRTY DAYS AFTER EXPIRATION OF THE PERIOD OF SUCH DEFERRAL SHALL THEREUPON BECOME DELINQUENT.

All delinquent installments shall, until paid, be subject to a charge for interest at the bond rate, and to an additional charge of five per cent penalty levied upon both principal and interest due on such installment or installments.

Section 12. That Section 1 of Ordinance 62364 be amended to read as follows:

Section 1. FUND ESTABLISHED. There be, and is hereby, created in the City Treasury the special fund established by Chapter 298, Laws of Washington, 1927, RCW Chapter 35.54, and designated "Local Improvement Guaranty Fund," for the purpose

of guaranteeing, to the extent thereof and in the manner therein contemplated, the payment of local improvement bonds and warrants AND FOR PAYING THE AMOUNTS OF ASSESSMENTS, THE COLLECTION OF WHICH HAS BEEN DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, 1ST EXTRAORDINARY SESSION, AS NOW EXISTING OR HEREAFTER AMENDED.

Section 13. That Section 2 of Ordinance 62364 be amended to read as follows:

Section 2. ANNUAL TAX LEVY. In order to maintain said fund and to effectuate the purposes of this ordinance, there shall be levied each year by the City Council of the City of Seattle, in its annual tax, a tax upon all of the property of said City subject to taxation, to meet the financial requirements thereof; provided that the sums so levied in any year shall not be more than sufficient to pay the outstanding warrants on said fund and to establish thereon a balance which combined levy in any one year shall not exceed five per centum of the outstanding obligations thereby guaranteed. The tax levies hereby authorized and directed shall be additional to, and, if need be, in excess of, any and all statutory and Charter limitations applicable to the tax levies of the City. There shall be paid into said fund the interest received from bank deposits of the fund, as well as any surplus remaining in any local improvement fund guaranteed hereunder, lawfully applicable thereto, AND PAYMENTS OF PRINCIPAL AND INTEREST APPLICABLE FOR ASSESSMENTS OR INSTALLMENTS THEREOF, THE COLLECTION OF WHICH HAS BEEN DEFERRED PURSUANT TO CHAPTER 137, LAWS OF 1972, FIRST EXTRAORDINARY SESSION, AS NOW EXISTING OR HEREAFTER AMENDED.

Section 14. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10th day of September, 1973, and signed by me in open session in authentication of its passage this 10th day of September, 1973.

LIEM E. TUAI,
President of the City Council.
Approved by me this 14th day of September, 1973.

WES UHLMAN,
Mayor.
Filed by me this 14th day of September, 1973.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. F. FENTON,
Deputy Clerk.
Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, September 15, 1973.
(C-241)

ORDINANCE 762502
AN ORDINANCE relating to and

XIII. Miscellaneous—(Continued)

prohibiting discriminatory practices based on race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry or national origin with respect to employment; defining offenses and prescribing penalties, remedies, and enforcement procedures; and repealing Ordinance 106642.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **SHORT TITLE.** This ordinance shall constitute the "Seattle Fair Employment Practices Ordinance" and may be cited as such.

Section 2. **DECLARATION OF POLICY.** It is hereby declared to be the policy of The City of Seattle, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, or national origin.

The provisions of this ordinance shall apply to both private employers and The City of Seattle, and shall be liberally construed for accomplishment of its policies and purposes; provided that nothing in this ordinance shall be construed so as to infringe upon the administrative authority vested in the Civil Service Commission and City Departments by the City Charter.

Nothing herein shall be deemed to deny any person in any way the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

Section 3. **DEFINITIONS.** When used in this ordinance, unless the context otherwise requires—

(A) "Department" means the Department of Human Rights of The City of Seattle.

(B) "Director" means the Director of the Department of Human Rights, the Director of the Office of Women's Rights, and/or the Director of the Division on Aging of the Department of Human Resources, as the context requires.

(C) "Commission" means the Seattle Human Rights Commission, the Seattle Women's Commission, and/or the Seattle Technical Advisory Committee on Aging, as the context requires.

(D) "Discrimination," "discriminate," and/or "discriminatory act" means any act, whether by itself or as part of a practice, the effect of which is to differentiate between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, or national origin, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, enterprise or employment.

(E) "Employer" means any employer who employs four or more persons and includes the head of any department, division or office of The City of Seattle or their licensee and any person acting in the interest of such an employer.

(F) "Employee" means any person employed by an employer.

(G) "Employment agency" means any person undertaking with or without compensation to procure opportunities to work or to procure, recruit, refer, or place employees for an employer or in employment.

(H) "Labor organization" means any organization existing for the purpose of (1) collective bargaining for or on behalf of employees, (2) dealing with employers concerning grievances, terms or conditions of employment, or (3) other mutual aid or protection in relation to employment.

(I) "Party" shall include the person charging or making a complaint alleging an unfair employment practice, the person alleged or found to have committed an unfair employment practice, the Department of Human Rights, the Office of Women's Rights, and the Division on Aging of the Department of Human Resources.

(J) "Person" includes one or more individuals, partnerships, associations, organizations, corporations, cooperatives, legal representatives, trustees and receivers, or any group of persons; it includes any owner, lessee, proprietor, manager, agent or employee, whether one or more natural persons, and further includes The City of Seattle and any department, division, office, agency or instrumentality thereof.

(K) "Respondent" means any person alleged or found to have committed an unfair employment practice.

Section 4. UNFAIR EMPLOYMENT PRACTICES.

(A) It is an unfair employment practice within the City of Seattle for any—

(1) Employer to discriminate against any person with respect to hiring, tenure, promotion, terms, conditions, wages or privileges of employment, or with respect to any matter directly or indirectly related to employment;

(2) Employer, employment agency, or labor organization to discriminate by establishing, announcing or following a policy of denying or limiting employment or membership opportunities to any person;

(3) Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any preference, limitation, specification, or discrimination based upon race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, or national origin, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, enterprise or employment; provided that nothing herein shall prevent an employer from ascertaining and recording data as to race, color,

sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, or national origin, whether before or after employment, for the purpose of making reports specifically required by agencies of federal, state or local government for the purpose of eliminating and preventing discrimination or overcoming its effects, or for other purposes authorized by state law or the rules and regulations of the Washington State Human Rights Commission;

(4) Employment agency to discriminate against any person with respect to any reference for employment, assignment as to job classification or otherwise;

(5) Labor organization to discriminate against any person by limiting, segregating, or classifying its membership in any way that would:

(a) deprive or tend to deprive any person of employment opportunities;

(b) limit any person's employment opportunities or otherwise adversely affect such person's status as an applicant for employment or as an employee;

(c) adversely affect the wages, hours, or conditions of employment of any person;

(6) Employer, employment agency, or labor organization to penalize or discriminate in any manner against any individual because he/she has opposed any practice forbidden by this ordinance or because he/she has made a charge, testified or assisted in any manner in any investigation, proceeding, or hearing initiated under the provisions of this ordinance.

(7) Employer, employment agency, labor organization, or any joint labor-management committee controlling apprentice training programs to discriminate against any person with respect to admission to or participation in any guidance program, apprenticeship training program or other occupational training program.

(8) Publisher, firm, corporation, organization, or association printing, publishing or circulating any newspaper, magazine or other written publication, to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of above paragraph (3) of this section, or to segregate and separately designate advertisements as applying only to men or women unless as to any such advertisement, sex is a bona fide occupational qualification reasonably necessary to the particular business or employment.

(9) Person to:

(a) Knowingly and willfully aid, abet, incite, compel, or coerce the doing of any act declared herein to be an unfair employment practice; provided that this subparagraph (9) (a) shall have no application to any act declared to be an unfair employment practice under paragraph (8) of this section.

(b) Obstruct or prevent any person from complying with

XIII. Miscellaneous—(Continued)

the provisions of this ordinance.

(c) Attempt directly or indirectly to commit any act declared by this Section 4 to be an unfair employment practice.

(B) The provisions of this section insofar as they declare discrimination on the basis of age to be an unfair employment practice shall not be applicable with respect to individuals who are sixty-five years of age or older.

Section 5. ENFORCEMENT.

(A) A complaint alleging an unfair employment practice shall be in writing and signed by the charging party, describing the unfair employment practice complained of and must be filed within six months of the occurrence of the alleged unfair employment practice by:

(1) Any person, or the person's attorney, when the person claims to be aggrieved by an unfair employment practice.

(2) Any Commission or Director as defined in Section 3 of this ordinance whenever any such Commission or Director has reason to believe that any person has been engaged or is engaging in an unfair employment practice.

(3) A State or Federal agency concerned with discrimination in employment whenever any such agency has reason to believe that an unfair employment practice has been or is being committed.

(4) Any labor organization which has reason to believe that an unfair employment practice has been or is being committed.

Complaints pertaining solely to race, color, creed, religion, ancestry, national origin, or political ideology shall be filed with the Department of Human Rights which shall have primary enforcement responsibility with respect thereto; complaints pertaining solely to sex, marital status or sexual orientation shall be filed with the Office of Women's Rights which shall have primary enforcement responsibility with respect thereto and complaints pertaining solely to age shall be filed with the Division on Aging which shall have primary enforcement responsibility with respect thereto; provided that a complaint alleging more than one or a combination of such factors may be filed with the department or division having jurisdiction over any one of the such factors. In such case the receiving Office, Division or Department shall, promptly and before investigation, notify any other Office, Division or Department wherein the complaint could have been filed that the complaint has been received and provide a copy thereof upon request.

(B) A complaint shall not be rejected as insufficient because of failure to include all required information so long as it substantially satisfies the informational requirements necessary for processing. The charging party may amend a complaint in any respect before notice of hearing on the matter and thereafter may amend the complaint only

with permission of the hearing examiner which permission shall be granted when justice will be served thereby and all parties are allowed time to prepare their case with respect to additional or expanded charges which they did not and could not have reasonably foreseen would be in issue at the hearing.

(C) After the filing of a complaint, the Director or in case of joint enforcement responsibility, the Director of Human Rights jointly with the Director of the Office of Women's Rights and/or the Division on Aging, as the complaint requires, shall promptly refer for investigation and ascertainment of the facts. The results of the investigation shall be reduced to written findings of fact and a finding shall be made that there is or is not a reasonable cause for believing that an unfair practice has been or is being committed.

(D) If the finding is made that there is no reasonable cause, said finding shall be furnished to the charging party and to the respondent. Within thirty days after receipt of the finding, the charging party shall have the right to appeal such finding to the commission having hearing responsibility by filing a written statement of appeal with it. In the event that no appeal is taken or such appeal is unsuccessful, the complaint shall be dismissed.

(E) If the finding is made initially or on appeal that reasonable cause exists to believe that an unfair employment practice has occurred, the Director shall endeavor to eliminate the unfair practice by conference, conciliation and persuasion which may include as a condition of settlement the elimination of the unfair employment practice, hiring, reinstatement or upgrading with or without back pay, admittance or restoration to membership in a labor organization, admittance to participation in a guidance apprentice-training or retraining program, or such other requirements as may lawfully be agreed upon by the parties, and the Director. Any settlement agreement shall be reduced to writing and signed by the respondent. An order shall then be entered by the Director setting forth the terms of the agreement. Copies of such order shall be delivered to all affected parties and the original thereof filed with the City Clerk. If no agreement can be reached, a finding to that effect shall be made and reduced to writing with a copy thereof furnished to the charging party and the respondent.

(F) In case of failure to reach an agreement for the elimination of such unfair practice, and upon the entry of a finding to that effect, the complaint and any and all findings made, shall be certified by the Director to the appropriate Commission(s) for hearing. The Director shall then cause to be issued and served in the name of the Commission or Commissions having hearing responsibility written notice of hearing to all parties as provided by law.

The hearing shall be conducted by a hearing examiner from the

office of Hearing Examiner, if available, or otherwise by a hearing examiner appointed by the Presiding Judge of Seattle Municipal Court, in consultation with the Director. In order to promote uniformity of rules and procedures for hearings, the hearing examiner shall, with the advise of the Director of the Department of Human Rights, the Director of the Office of Women's Rights, and the Director of the Division on Aging, and with the approval of their respective commissions, present to the City Council, written rules and procedures for the conduct of hearings consistent with this ordinance and the Seattle Administrative Code. Until such formal rules are adopted, the Hearing Examiner may use such rules as may be approved by the appropriate Director(s).

The President of the Commission, or where joint enforcement responsibility is involved, the President of the Human Rights Commission jointly with the President of the Women's Commission and/or the President of the Technical Advisory Committee on Aging as the case requires, shall appoint a hearing panel of not more than three commissioners or persons acting in the name of the Commission with the majority determined by the nature of the complaint, who shall represent the Commission(s) at the hearing.

Within such period as may be fixed by rule, the Hearing Examiner presiding at the hearing shall prepare a written recommendation which shall be filed as a public record and copies thereof mailed to each party and to other interested persons. Such recommendations shall contain a brief summary of the evidence considered and shall state the examiner's findings and conclusions upon which such recommendation is based, together with a brief statement of the examiner's reasons therefor. The examiner's recommendation shall be in the form of a proposed decision which may be adopted by the hearing panel as its decision in the case.

The final decision after the hearing shall be made by the hearing panel, within 30 days after receipt of and upon full consideration of the proposed decision of the Hearing Examiner, as provided in the Seattle Administrative Code. The hearing panel shall set a date for consideration of the proposed decision, and shall give notice thereof to all parties not later than ten days prior to such date.

(G) In the event the hearing panel shall determine that respondent has been engaged in or is engaged in any unfair employment practice, the hearing panel shall issue, in the name of the Commission, and cause to be served on the respondent an order setting forth its decision and reasons therefor and requiring the respondent to cease and desist from such unfair practice or practices and to take such affirmative action, including but not limited to, hiring, reinstatement or upgrading with or without back pay, admit or restore to membership in a labor organization, admit to participation in a guidance, apprentice training or retraining program, or to take

XIII. Miscellaneous—(Continued)

such other action as, in the judgment of the hearing panel will effectuate the purposes of this ordinance which may include a requirement for report on the matter of compliance.

(II) In the event the respondent refuses or fails to comply with any order of a Director or hearing panel, the Director of the department having primary enforcement responsibility shall certify the case and the entire record of its proceedings to the Corporation Counsel, who shall invoke the aid of the appropriate court to secure enforcement or compliance with the order, or to impose a civil penalty as set forth in Section 6, or both; provided, that in any case in which the order is directed to the City, or to any department, division, board, or agency thereof, a copy of such order shall be transmitted to the Mayor who shall take appropriate action to secure compliance therewith.

(I) The Department, the Office of Women's Rights and the Division on Aging, in the performance of their functions, may enlist the aid of all departments of the city government, and all said departments are hereby directed to fully cooperate therewith.

(J) The Department of Human Rights, the Office of Women's Rights and the Division on Aging, in carrying out the specific duties imposed by this ordinance, may request the aid of the City Council through its proper committee in the conduct of any further investigation and enforcement.

Section 6. PENALTIES. Any person who shall knowingly and willfully resist, prevent, impede or interfere with a Director, Hearing Examiner, or Hearing Panel in the performance of duties pursuant to this ordinance, or shall fail, refuse or neglect to comply with any lawful decision or order of a Director, Hearing Examiner, or hearing panel, or any person who knowingly makes a false complaint under this ordinance shall be subject to a civil penalty of not more than five hundred dollars, in addition to any other penalty, sanction, injunction or remedial decree imposed by order of any court.

Section 7. SEVERABILITY. If any clause, sentence, paragraph, or part of this ordinance, or the application thereof to any person or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section 8. Ordinance 100642 entitled:

"AN ORDINANCE relating to and prohibiting discrimination in employment or in advertisements therefor, defining offenses, and prescribing penalties."

is hereby repealed; provided that such repeal shall not affect any right accrued, any duty imposed, any penalty incurred, or any proceeding commenced under or by virtue of such ordinance.

Section 9. This ordinance shall take effect and be in force thirty

days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10th day of September, 1973, and signed by me in open session in authentication of its passage this 10th day of September, 1973.

LIEM E. TUAI,
President of the City Council.

Approved by me this 18th day of September, 1973.

WES UHLMAN,
Mayor.

Filed by me this 18th day of September, 1973.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. F. FENTON,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, September 20, 1973.
(C-217)

ORDINANCE 102563

AN ORDINANCE providing for the submission to the qualified electors (voters) of The City of Seattle at the general municipal election to be held therein on November 6, 1973 of the initiative measure contemplated by voters' petition (C. F. 276205) directing the City to discontinue fluoridation of the municipal water supply, and to dismantle and dispose of fluoride dosing equipment and facilities, and repealing Ordinance 96931; providing for certification of such initiative measure to the Director of the Department of Records and Elections of King County and prescribing the ballot title therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That there be submitted to the qualified electors (voters) of The City of Seattle at the general municipal election to be held therein on November 6, 1973 a proposition for approval or rejection of the initiative measure contemplated by voters' petition (C. F. 276205) directing the City to discontinue fluoridation of the municipal water supply, and to dismantle and dispose of fluoride dosing equipment and facilities, and repealing Ordinance 96931 and entitled:

"AN ORDINANCE repealing Seattle City Ordinance number 96931, which authorized fluoridation of the municipal water supply, directing the City to discontinue fluoridation and requiring the City to dismantle and dispose of all fluoride dosing equipment and facilities; said ordinance to take effect in accordance with the City Charter."

said petition having been presented pursuant to Section 1, Article IV, of the City Charter and having been found sufficient.

Section 2. That said proposition shall be voted upon in the following manner:

There shall be placed upon the ballot a statement of said propo-

sition in substantially the following form:

"INITIATIVE MEASURE
NO. 2

Shall the initiative measure (C. F. 276205) requiring the City to discontinue fluoridation of the municipal water supply be enacted as an ordinance?

Yes..... No....."

Every qualified elector (voter) at such election desiring to vote in favor of the approval and enactment of said initiative measure shall vote a ballot containing the word "yes."

Every qualified elector (voter) at such election desiring to vote for the rejection of said initiative measure shall vote a ballot containing the word "no."

Section 3. Upon approval of this ordinance by the Mayor and not less than forty-five (45) days before the date of such election the City Clerk shall certify to the Director of the Department of Records and Elections of King County as Supervisor of Elections, such proposition in the form of a ballot title conforming to the foregoing statement of the same, and certify therewith a copy of said initiative measure in full and a copy of this ordinance.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10th day of September, 1973, and signed by me in open session in authentication of its passage this 10th day of September, 1973.

LIEM E. TUAI,
President of the City Council.

Approved by me this 19th day of September, 1973.

WES UHLMAN,
Mayor.

Filed by me this 19th day of September, 1973.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. F. FENTON,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, September 20, 1973.
(C-235)

ORDINANCE 102564

AN ORDINANCE providing for the submission to the qualified electors (voters) of The City of Seattle at the general municipal election to be held therein on November 6, 1973 of the initiative measure contemplated by voters' petition (C. F. 276317) prohibiting billboards and other off-premises signs and requiring removal thereof; providing for certification of such initiative measure to the Director of the Department of Records and Elections of King County and prescribing the ballot title therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That there be sub-

XIII. Miscellaneous—(Continued)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That Section 16 of Ordinance No. 52493, as last amended by Ordinance No. 86323, is amended to read as follows:

Section 16. Local Improvement Contracts: In letting contracts for local improvements, the Board of Public Works shall provide that there shall be reserved from the moneys earned by the contractor on estimates during the progress of the improvements or work, a sum equal to fifteen per cent (15%) of such estimates, as a trust fund for the protection of persons, mechanics, subcontractors or material men who shall perform any labor upon such contract or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work. Said fund shall be retained for a period of thirty (30) days following the final acceptance of said improvement or work as completed, and every person performing labor or furnishing supplies for the completion of said improvement or work shall have a lien upon said fund so reserved; provided, such notice of the lien of such claimant shall be given in the manner and within the time provided by the laws of the State of Washington; provided, however, that where in any improvement or work the contract price shall exceed Two Hundred Thousand Dollars (\$200,000.00), but ten per cent (10%) shall be reserved on estimates in excess of said sum or where the aggregate of previous estimates equals or exceeds said amount. No improvement shall be deemed completed until the Board of Public Works shall have filed with the City Clerk a statement signed by a majority of the members of said Board declaring the same to have been completed.

During the time allowed for the completion of the contract the City Engineer shall, on the first day of each month, issue an estimate of the amount of work completed by the contractor during the preceding month; provided, that after the expiration of the time allowed for such completion no estimate other than the final estimate shall be issued. The final estimate shall include a statement of the amount of money due the contractor, a statement of the amount of money expended for abstracts, advertising, accounting and collection, and engineering expense incurred prior to the expiration of the time allowed for the completion of the contract. Engineering expense incurred after the time allowed for the completion of the contract shall be borne by the contractor as penalty for failure to complete the work within the specified time.

After the issuance of the estimate by the City Engineer, the City Comptroller shall, on or about the 25th day of the month, deliver to the contractor money or warrants in an amount equal to such estimate less the percentage to be retained therefrom as herein provided. After the expiration of thirty (30) days following the final acceptance of said improvement or work and

the expiration of the time for the filing of lien claims as provided by law, said reserve, or all amounts thereof in excess of a sufficient sum to meet and discharge the claims of material men and laborers who have filed their claim as provided by law, together with a sum sufficient to defray the cost of such action, and to pay attorney's fees, shall be paid to said contractor.

Such warrants shall be drawn against the local improvement district fund and shall bear interest at the rate of six and one-half per cent (6½%) per annum from the date of issuance until redeemed; provided, that warrants shall not bear interest after one hundred twenty (120) days from the time fixed in the proposal and contract for the completion of the contract.

If the work is completed within the time fixed by the Board of Public Works, or any extension thereof, and there is no money available for payment of contractors' warrants at the expiration of the one hundred twenty (120) day period above mentioned, the contractor may be paid by separate non-interest bearing warrants, a sum equivalent to interest at six and one-half per cent (6½%) per annum on outstanding warrants from the date when interest on such warrants ceased to the date when funds are available for the redemption thereof.

If an extension of time is granted for the completion of the contract and the work is not completed when the extension period has expired, the contractor may be paid by separate interest bearing warrants, a sum equivalent to interest at six and one-half per cent (6½%) per annum on outstanding warrants from the day when interest ceased, as above mentioned, to a date one hundred twenty (120) days from the date on which the extension period expires.

The City Comptroller shall immediately upon receipt of the final estimate for a local improvement, file in the office of the City Clerk a certificate setting forth the total amount of said final estimate, together with accrued interest on warrants issued or to be issued to the contractor.

All warrants issued shall be redeemed in cash, in order of issuance within one hundred twenty (120) days after the completion and acceptance of the contract, so far as payment into the local improvement district fund shall permit. Warrants not so redeemed in cash, shall, except as otherwise herein provided, be redeemed in order of their issuance. In local improvement district bonds, the lowest numbered warrants being redeemed with the lowest numbered bonds, if the mode of payment is "Payment by Bonds"; or, if the mode of payment is "Immediate Payment," by the issuance of local improvement district fund warrants with interest at six and one-half per cent (6½%) per annum from date of issuance until redeemed, such redemption to be made in the same manner as that followed under the mode of payment "Payment by Bonds."

If the mode of payment is "Payment by Bonds" and the bonds are sold as herein provided,

ed, all such warrants not so redeemed in cash as above provided, shall be redeemed in order of issuance in cash out of the proceeds of the sale of such bonds.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 5th day of September, 1972, and signed by me in open session in authentication of its passage this 5th day of September, 1972.

LIEM E. TUAI,

President of the City Council.
Approved by me this 5th day of September, 1972.

WES UHEMAN,

Mayor.
Filed by me this 5th day of September, 1972.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. E. FENTON,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, September 12, 1972.
(C-795)

ORDINANCE 10443

AN ORDINANCE requiring inclusion of certain provisions in contracts with the City to promote equality of opportunity in employment, establishing affirmative action requirements, providing procedures and penalties to enforce compliance, and repealing Ordinance 53386.
BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:
Section 1. DEFINITIONS. As used herein:

(1) "Bona Fide Occupational Qualification" shall mean a job qualification as to a person's age, sex, race, creed, or national origin which will be essential to the accomplishment of the purposes for which the person is hired.

(2) "Commission" shall mean the Human Rights Commission of The City of Seattle.

(3) "Consultant contracts" shall mean contracts for expert and temporary personal services, but shall not include contracts for services in connection with anticipated or pending litigation in which the City is involved.

(4) "Contracting Authority" shall mean the City officer or board authorized to enter into contracts on behalf of the City.

(5) "Contract" shall have its ordinary and usual meaning, but shall not include agreements made with other governmental agencies, associations of governmental agencies or officials, or with particular officers or employees of such agencies for services related to their official position or employment.

(6) "Director" shall mean the Director of the Department of Human Rights or his designee.

(7) "Minority," "minorities" or "minority persons" shall mean persons who may be excluded or discriminated against because of creed, race, color,

XIII. Miscellaneous—(Continued)

sex, age or national origin and including but not limited to persons between the ages of 40 and 65, women, Blacks, Asians (Japanese, Chinese, Filipino, Korean, Samoan), American Indians, Spanish Americans, Mexican Americans, Puerto Ricans and other persons with Spanish surnames not otherwise reported.

(8) "Services" shall have its ordinary and usual meaning, but shall not include subscription services or services related to anticipated or pending litigation in which the City is involved.

(9) "Vendor" shall mean a contractor who has a contract with the City for supplies, materials or equipment.

Section 2. POWERS AND DUTIES OF THE DIRECTOR. The Director shall have the power and duty to:

(1) Assist all city contracting authorities in preparing equal opportunity and anti-discrimination provisions for contract specifications, advise as to the compliance records of prospective contractors, and report findings as to discriminatory practices and employment guidelines recommended by the Human Rights Commission and established by pertinent ordinances, state or federal laws or regulations pertaining to equal opportunity affecting prospective contractors.

(2) Recommend to city contracting authorities the content of contract specifications requiring affirmative action to assure equality of employment opportunity, including but not limited to minimum employment goals and ranges of ratios for minority persons adversely affected by discrimination.

(3) Perform the duties prescribed in this ordinance, including adopting, rescinding, and amending suitable rules and regulations to implement this ordinance, reviewing sworn statements and proposed affirmative action programs, making investigations, assisting contractors, and evaluating contractor compliance and assisting contracting authorities to meet the requirements of this ordinance.

(4) Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this ordinance.

Section 3.1. REQUIREMENTS FOR CITY CONTRACTS—FRANCHISES, CONSULTANT, PUBLIC IMPROVEMENT AND SERVICES CONTRACTS. All consultant contracts, franchises, and contracts for public improvements, or services, the estimated cost of which exceeds one thousand dollars, shall contain the following provisions:

(1) "During the performance of this contract, the contractor agrees as follows:

"The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin, unless based upon bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) "Contractor will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department, or his designee) upon his request and on such form as may be provided by the Director thereof, a report of the affirmative action taken by the contractor in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, applications, other pertinent data and records by the Director for the purposes of investigation to determine compliance with this provision."

"If upon investigation the Director finds probable cause to believe that the contractor has failed to comply with any of the terms of the provision, the contractor and the contracting authority shall be so notified in writing. The contracting authority shall give the contractor an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of this provision."

(4) "Failure to comply with any of the terms of this provision shall be a material breach of this contract."

(5) "The foregoing provision will be inserted in all subcontracts for work covered by this contract."

Section 3.2. REQUIREMENTS FOR CITY CONTRACTS—LEASE AND CONCESSION CONTRACTS.

All contracts of the City for leases and concessions shall contain the following provisions:

"The lessee (contractor) agrees to comply with all state and local laws prohibiting discrimination with regard to creed, race, color, sex, age, or national origin."

All contracts of the City for leases and concessions of seven (7) consecutive days duration or longer and involving employers with three or more employees shall contain the following provisions:

"During the performance of this contract, the lessee (contractor) agrees as follows:

"The lessee (contractor) will not discriminate against any employee or applicant for employment because of creed, race, color, sex, age,

or national origin, unless based upon a bona fide occupational qualification. The lessee (contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee (contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The lessee (contractor) will take affirmative action to ensure that all of its employees, agents, and subcontractors adhere to this provision: Provided, nothing herein shall prevent an employer from giving preference in employment to members of his immediate family.

"Lessee (contractor) will, upon the request of the Director (as used herein Director means the Director of the Human Rights Department, or his designee) furnish to the Director on such form as may be provided thereof, a report of the affirmative action taken by the lessee (contractor) in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance with this provision."

"If, upon investigation, the Director determines that there is probable cause to believe that the lessee (contractor) has failed to comply with any of the terms of this provision, the lessee (contractor) shall be so notified in writing. The contracting authority shall give the lessee (contractor) an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this lease (contract) and evict lessee (terminate the contract) in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this lease (contract)."

"The foregoing provision will be inserted in all subleases (subcontracts) entered into under this lease (contract)."

Section 3.3. REQUIREMENTS FOR CITY CONTRACTS—SUPPLIES, MATERIALS AND EQUIPMENT CONTRACTS. All contracts of the City for the purchase of supplies, materials, or

XIII. Miscellaneous—(Continued)

equipment shall contain the following provision:

"During the performance of this contract, the vendor agrees as follows:

"The vendor will not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based upon a bona fide occupational qualification. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

Before any City contracting authority accepts any bid or enters into any contract for the purchase of supplies, materials, or equipment the vendor shall be pre-qualified to do business with the City as provided for herein, provided that the contracting authority may waive the requirement of pre-qualification whenever it finds and certifies after investigation that:

(a) Needed supplies, materials or equipment are available only from a single source and that the vendor has failed to comply with the requirements for pre-qualification, or

(b) An emergency exists which requires the immediate purchase of supplies, materials, or equipment and for which the contracting authority is authorized to secure the supplies, materials, or equipment in the open market, without advertisement, at the lowest obtainable price; and that the vendor of the supplies, materials, or equipment is not currently disqualified from doing business with the city by reason of its removal from pre-qualified status or its failure to satisfy the pre-qualification requirements pursuant to its application for pre-qualification.

City contracting authorities purchasing supplies, materials or equipment shall cause notice of this pre-qualifying requirement to be included in all invitations to bid and to be conspicuously displayed in all offices purchasing supplies, materials, or equipment for the City. A vendor shall be deemed to be pre-qualified when the contracting authority, with the advice and recommendations of the Director, finds that:

(a) The vendor is complying with Federal, State, and local laws regarding discrimination.

(b) The vendor has satisfactorily completed and filed with the Director on such form as the Director provides therefor, the following information:

1. An employment profile which may include the number of employees, their creed, race, color, sex, age and national origin, and the type of work each performs by general categories, and such other information as requested by the Director; AND

2. A sworn statement as set out in Section 4 of this ordinance which shall become terms and conditions of any and all contracts of the vendor with the City for the purchase of supplies, materials or equipment.

A contracting authority may assume that a vendor has satisfied the requirements for pre-qualifying if the Director does not notify the contracting authority to the contrary within 2 working days of the submission to the Director by the vendor of all information and sworn statements required to pre-qualify.

Whenever the contracting authority, with the advice of the Director, finds that a contractor's sworn statement is in need of review or updating, he shall so notify the vendor who shall take steps as necessary to review or update his sworn statement to meet the contracting authority's requirements, provided that if changes in the sworn statement would have a substantial financial impact on the contractor with regard to contracts already entered into, the changes shall not apply to such contracts.

If upon investigation the Director determines that there is probable cause to believe that the vendor has failed to comply with any of the terms of this section or with the obligations of the sworn statement, written findings as to each such probable breach shall be given by the Director to the vendor and the contracting authority. The contracting authority shall give the vendor an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the Director, it may cancel or suspend the vendor's pre-qualification.

Section 3.4. A City contracting authority may substitute in lieu of the contract provisions set forth in Sections 3.1, 3.2 and 3.3 such antidiscrimination or equal opportunity provisions required or requested by the Department of Human Rights, the United States of America or the State of Washington.

Section 4. SWORN STATEMENT. All City contracts covered by this ordinance except those for the purchase of supplies, materials, or equipment, shall include a sworn statement specifically setting forth what affirmative action the contractor will take to insure equality of opportunity in employment during the term of the contract.

Section 5. NOTICE OF CONTRACTS AWARDED. As to each City contract of \$1,000 or more, the contracting authority shall furnish to the Director the name of the contractor to whom such contract has been awarded and the dollar amount for which it was awarded. City contracts of less than one thousand dollars shall be made available upon request of the Director.

Section 6. ASSISTANCE TO CONTRACTORS. The Director

may offer the services and facilities of the Department of Human Rights to assist contractors desiring to bid on, or having been awarded a city contract, to comply with the equal opportunity provisions for such contract, and may offer information as to organizations and agencies available to assist such contractor in recruiting, tutoring, training, and/or otherwise preparing potential employees.

Section 7. EMPLOYMENT GOALS, RANGES OR RATIOS. Whenever the Director has certified to any city contracting authority that:

(1) Identified minorities are being denied equal employment opportunity within the city in certain occupations, trades, professions or supervisory types of work included in city contracts by reason of creed, race, color, sex, age or national origin due to existing discrimination or the effects of prior discrimination; and

(2) Persons within such minorities are ready, willing and capable of accepting such employment or performing such tasks if the opportunity be available; and

(3) Employment goals, ranges or ratios for employment of such minorities in such occupations, trades, professions or supervisory types of work or tasks are necessary to assure such persons equality of employment opportunity and to overcome discrimination or the effects of past discrimination and social or institutional inertia; and

(4) The goals, ranges or ratios certified reasonably reflect the employment goals, ranges or ratios that would exist under conditions of equal employment opportunity and assure fair, equal and nondiscriminatory treatment of all persons without respect to creed, race, color, age, sex or national origin;

then specifications for contracts let by any contracting authority and involving the line of work or tasks so certified shall include a provision establishing employment goals, ranges or ratios for such minorities as certified by the Director and adjusted by the contracting authority, if necessary, to reflect a standard of performance that can be carried out by a contractor proceeding in good faith and making every reasonable effort to comply in all phases of employment, including solicitation, training and apprenticeship, promotion, and treatment of employees. Such provisions shall include provisions relating to enforcement and sanctions for noncompliance.

Employment goals may be implemented by or stated as a minimum number, ratio, range or a particular assignment, and may include participation in multi-employer programs for training and/or employment or coordination with State and Federal equal opportunity training programs, and shall be designed and used to assure that applicants for employment, and employees receive equal employment opportunities and fair, equal and nondiscriminatory treatment without regard to creed, race, color, sex, age or national origin.

XIII. Miscellaneous—(Continued)

On projects or activities financed with assistance from the United States or the State of Washington, the contracting authority may substitute for such provisions such anti-discrimination or equal employment opportunity provision required or requested by the Department of Human Rights, the United States or the State.

City contracting authorities shall, upon making adjustments or when requested by the Director, submit copies of the contracts covered by this section to the Director for recommendations and further suggestions with regard to minority employment goals which should be part of the specifications. Contracts so submitted to the Director may be assumed adequate if not returned within five days with recommendations for improvement. Contracting authorities shall, as to any contract submitted to the Director under this section, notify the Director for the final form of such contract before the date of its award.

Certifications by the Director under this section shall be in effect until revoked or revised by the Director and the contracting authority is notified of such revocation or revision.

Employment goals established by this section are not intended and shall not be taken to diminish the contractor's responsibility and obligation under other sections of this ordinance. A contractor whom the Director of Human Rights has certified to be acting in good faith and making every reasonable effort to comply with the employment goals established shall be deemed in compliance, even though the employment goals are not met.

Section 3. PROCEDURES WHEN COMPLIANCE WITH SPECIAL GOALS IS UNSATISFACTORY Prior to the completion of any contract which contains provisions establishing employment goals, ranges or ratios, the Director may report to the contracting authority regarding the performance by such contractor. If the Director fails to submit such report, the city contracting authority may assume adequate compliance.

Coincident with or before a report from the Director asserting unsatisfactory contractor performance is sent to a contracting authority, the Director shall notify the contractor of such report in writing and of the contractor's right to be heard as set forth in this ordinance.

The contracting authority shall give the contractor an opportunity to be heard, after 10 days notice. If the contracting authority concurs with the report of the Director and is satisfied from the evidence that the contractor has failed to comply with the provisions of this ordinance or the promises and/or representations made in a sworn statement pursuant to Section 4 of this ordinance, or with the employment goals established in the contract in accordance with Section 7 of this ordinance, the contracting authority shall so find, and shall not enter into any other contract with such contractor until it is reasonably assured of future satisfactory compliance. Action under this section shall be in addition to other remedies

that may be available to the City under the contract.

Section 4. TRANSITION PERIOD FOR PRE-QUALIFICATION. For a period of three months following the effective date of this ordinance, a contracting authority purchasing supplies, materials, or equipment may find a contractor to be pre-qualified for purposes of Section 3.3 hereof when the contractor has filed the required information and sworn statement with the Director and such contractor shall continue to be pre-qualified unless the contracting authority, with the advice and recommendations of the Director, finds the contractor not qualified.

Section 10. REPEAL OF ORDINANCE 98386. That Ordinance 98386, entitled

"AN ORDINANCE relating to public works contracts, requiring inclusion therein of certain provisions to prevent discrimination and promote equality of opportunity in employment by persons having or seeking contracts with the city, establishing procedures for the enforcement of compliance therewith, and repealing Ordinance 93339," is hereby repealed.

Section 11. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall become a law under the provisions of the city charter.

Passed by the City Council the 25th day of September, 1972, and signed by me in open session in authentication of its passage this 25th day of September, 1972.

LIEM E. TUAI,
President of the City Council.
Approved by me this 2nd day of October, 1972.

WES UHLMAN,
Mayor.
Filed by me this 2nd day of October, 1972.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.
(Seal) By D. W. ALFREY,
Deputy Clerk.
Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, October 4, 1972. (C-803)

ORDINANCE 101448
AN ORDINANCE relating to the issuance by the Chief of Police of licenses to carry a pistol as provided in RCW Chapter 9A; amending Section 2 of Ordinance 98180, and adding a new section thereto designated Section 2-A to make unlawful the giving of false information in applications therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:
Section 1. That Section 2 of Ordinance 98180 is amended to read as follows:

Section 2 Upon receipt of such application and after investigation of the information stated therein and such other investigation as the Chief of Police shall find reasonably necessary to effectuate the purpose of, and determine compliance with, this ordinance and RCW Chapter 9A the Chief of Police shall within

thirty days after the filing of such application issue a license to such person to carry a pistol concealed on his person for the purposes of protection or while engaged in business, sport or while traveling within this state for such period of time not more than one year as shall be requisite for the purpose for which such license is issued; provided, that the Chief of Police shall issue no license to any person who the Chief of Police reasonably believes is ineligible to own or possess a firearm under the laws of the State of Washington, or the United States.

Section 2. That Ordinance 98180 is amended by adding thereto a new section designated Section 2-A to read as follows:

Section 2-A. It is unlawful for anyone to knowingly give false information in any application made to the Chief of Police under Section 1 hereof. Anyone convicted of a violation of this section shall be punishable by a fine of not more than five hundred dollars or by imprisonment for not more than one hundred eighty days, or both such fine and imprisonment.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall become a law under the provisions of the city charter.

Passed by the City Council the 2nd day of October, 1972, and signed by me in open session in authentication of its passage this 2nd day of October, 1972.

GEORGE E. COOLEY,
President pro tem. of the City Council.
Approved by me this 12th day of October, 1972.

WES UHLMAN,
Mayor.
Filed by me this 12th day of October, 1972.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.
(Seal) By D. W. ALFREY,
Deputy Clerk.
Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, October 13, 1972. (C-809)

ORDINANCE 101401
AN ORDINANCE further amending Section 1.029 of Ordinance 96821 to allow for floating homes in certain streets.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:
Section 1. That Section 1.029 of Ordinance 96821, as last amended by Ordinance 100108, is hereby amended to read as follows:

Section 1.029. Moorage Location. Every floating home moorage shall be located on privately owned or privately controlled premises. No floating home shall be located in any waterway or fairway, or in the public waters of any street or street end, provided that until January 1, 1973 this section shall not apply to those occupied floating homes and floating home moorages which were located in the public waters of any street or street end on July 26, 1968, have continuously remained in such locations, comply with all other

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ORDINANCE

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AN ORDINANCE relating to the Volunteer Park Conservatory, Department of Parks and Recreation, authorizing the Superintendent of Parks and Recreation to enter into and execute an agreement for and on behalf of the City providing for contributions to the City for Conservatory purposes, and to accept such contributions; and establishing a Conservatory Subaccount in the Park and Recreation Fund for the deposit therein of gifts and donations received for Conservatory purposes.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as recommended by the Mayor herein the Superintendent of Parks and Recreation is hereby authorized to enter into and execute for and on behalf of The City of Seattle an agreement with The Friends of the Conservatory, a non-profit corporation authorized to do business as such in the State of Washington, substantially in the form of agreement attached hereto pursuant to which, among other things,

- (a) The agreement will commence upon its execution and remain in effect so long as the Conservatory shall exist and be maintained by the City, and The Friends of the Conservatory, its successors and assigns shall exist; neither party thereto has given a notice to terminate sixty days prior to the effective date of such notice; and, The Friends of the Conservatory have the ability to serve Conservatory purposes:
- (b) The Friends of the Conservatory shall:
 - (1) Deliver funds and property as donations and gifts to the City for Conservatory purposes;
 - (2) Provide an education program geared to the enhancement of the general public's knowledge of plants and plant life;
 - (3) Undertake fund-raising activity for Conservatory purposes as has been approved by the Superintendent of Parks and Recreation;
 - (4) Provide an accounting to the City of all funds and property received in aid of the Conservatory and Conservatory purposes.
- (c) The Superintendent of Parks and Recreation shall accept funds and property from The Friends of the Conservatory, as is in the best interest of the City; and

(To be used for all Ordinances except Emergency.)

(d) The City shall:

- (1) Hold, use, and transfer any property or funds accepted from The Friends of the Conservatory as it deems necessary, or as it may determine, based upon an advisory recommendation of The Friends of the Conservatory;
- (2) Keep an accounting of all property and funds received and property and funds transferred or expended;
- (3) Provide certain areas at the Conservatory facility that may be used by The Friends of the Conservatory in aid of Conservatory purposes, without charge.

Section 2. That a Conservatory Subaccount is hereby established in the Park and Recreation Fund for deposit of gifts and donations received for Conservatory purposes.

Section 3. That any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section . This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the _____ day of _____, 19 _____, and signed by me in open session in authentication of its passage this _____ day of _____, 19 _____.

President of the City Council.

Approved by me this _____ day of _____, 19 _____.

Mayor.

Filed by me this _____ day of _____, 19 _____.

Attest: _____ City Comptroller and City Clerk.

(SEAL)

Published _____ By _____ Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

MAY 27 1980

Your Committee on

PARKS & COMMUNITY SERVICES

to which was referred

C.B. 191328

Authorizes an agreement with The Friends of the Conservatory for financial assistance & voluntary support for Volunteer Park Conservatory purposes, etc.

Authorizing an agreement with The Friends of the Conservatory for financial assistance and voluntary support for Volunteer Park conservatory purposes, the conduct of educational programs and the use of conservatory and greenhouse space; establishing a Conservatory Subaccount in the Park and Recreation Fund and a Conservatory Capital Account in the General Gift and Donation Fund; and authorizing the acceptance of gifts and donations for conservatory purposes and implementing of the agreement.

PASS



Chairman

Chairman

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Committee

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