Ordinance No. 124483

Council Bill No. 118077

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center Armory for use by non-profit arts organizations and individual artists.

Related Legislation File: _____

Date Introduced and Referred: 5/5/14	To: (committee): Parks, Seattle Center, Libraries, and Gender Pay Equity
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 5/27/14	Date Presented to Mayor: 5/28/14
Date Signed by Mayor: 5/30/14	Date Returned to City Clerk: 5/30/14
Published by Title Only X Published in Full Text _____	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation		Vote
May 20, 2014	pass	JG	1-0

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
5/27/14	Passed	8-0 (excused: Rasmussen)

Law Department

Ned Dunn
CEN TPS 2014-18 License Agreement ORD
March 13, 2014
Version #1

CITY OF SEATTLE

ORDINANCE 124483

COUNCIL BILL 118077

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center Armory for use by non-profit arts organizations and individual artists.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director or his or her designee is authorized to execute, for and on behalf of The City of Seattle, an agreement with Theatre Puget Sound substantially in the form of the agreement attached hereto and identified as "LICENSE AGREEMENT BETWEEN SEATTLE CENTER AND THEATRE PUGET SOUND" (Attachment 1) under which Theatre Puget Sound will operate and manage certain spaces in the Seattle Center Armory for use by non-profit arts organizations and individual artists.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

CITY CLERK

Passed by the City Council the 27th day of May, 2014, and signed by me in open session in authentication of its passage this 27th day of May, 2014.

President _____ of the City Council

Approved by me this 30 day of May, 2014.

Edward B. Murray, Mayor

Filed by me this 30th day of May, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: LICENSE AGREEMENT BETWEEN SEATTLE CENTER AND THEATRE PUGET SOUND, and Exhibit A thereto (depiction of the Premises).

Attachment 1

LICENSE AGREEMENT
BETWEEN
SEATTLE CENTER AND THEATRE PUGET SOUND

I. PARTIES

This License Agreement is entered into by **The City of Seattle (**hereinafter called the "City"), a First Class City of the State of Washington, acting by and through the Director of the Seattle Center Department or such official's designee (hereinafter called the "Director") and **Theatre Puget Sound,** a Washington non-profit corporation (hereinafter called "Licensee").

II. FACILITY LICENSE, PURPOSE & TERM

The City hereby grants to Licensee a license to manage and operate certain Seattle Center Armory fourth floor rooms including the multi-purpose room commonly known as "Theatre 4," and the first floor Center Theatre complex, including dressing rooms and lobby area (all as further described below and hereinafter collectively called "the Premises") from January 1, 2014 through December 31, 2018 (hereinafter called the "Term"), subject to all of the terms and conditions hereof. Licensee shall sub-license the Premises on an hourly basis to non-profit organizations and individual artists including: performing and visual artists; theatrical production organizations; educational organizations; or festivals (hereinafter collectively referred to as "Clients") for ticketed performances, related rehearsals and other similar functions or activities. Sub-licenses to potential Clients that do not fit within one of the above-described categories must be approved in advance by the Seattle Center Director.

The Premises Description:

The Premises are located on the first and fourth floors of the Seattle Center building commonly known as the "Seattle Center Armory." They are depicted on the Floor Plans attached hereto as **Exhibit A** and identified thereon as follows:

A. Armory Fourth Floor. Rooms A, B, C, D, E, F, G, H and I, and Suite No. 401, consisting of a total of ten [10] rooms and approximately 7,826 square feet. Room H is referred to in this License Agreement as "Theatre 4." Room A is designated as office space for Licensee.

B. Armory First Floor. Center Theatre complex consisting of approximately 9,000 square feet total, excluding administrative offices, costume shop, scene shop, and box office.

The Seattle Center Director reserves the right to alter or reconfigure the Premises in any way, including removing any portion of the licensed Premises from the purview of this Agreement, upon reasonable notice to Licensee.

III. LICENSE FEE

A. Requirement to Charge. Licensee shall charge its Clients a reasonable fee, as agreed upon with the Seattle Center Director, in advance, for use of the Premises except as indicated in Section V.

B. Definition of "Gross Receipts". As used in this License Agreement, "Gross Receipts" means the total fees realized by Licensee from use of the Premises by Clients, except that "Gross Receipts" shall not include the amount of money refunded to and not merely credited to the account of Clients (including deposits); the Washington State sales tax and any other tax imposed by any

government agency directly on sales; and admission taxes collected by Licensee. (Business and occupation taxes are not taxes imposed directly on sales and shall not be deducted from the amount of "gross receipts" reported to the City.) "Gross Receipts" also shall not include any fees Licensee receives from Clients for theater technical support or services; Maintenance Fund or Priority Client Fund collections; receipts from food vending concessions; or Licensee's share of any ticket revenues from theatrical performances.

C. Revenue Sharing Terms and Other Financial Obligations to the City.

1.) License Fee. Licensee shall pay the City fifty percent (50%) of all Gross Receipts. This License Fee shall be paid semiannually, according to the schedule in Section IV.

2.) Maintenance Fund and Priority Client Fund. Licensee shall collect twenty-five dollars ($25.00) from all Clients for every performance in Theatre 4 and the Center Theatre to be used solely to maintain the Premises as further described below. Licensee shall deposit these amounts in a separate interest-bearing account at a depository approved by the Director.

For each year of this Agreement, sixty percent (60%) of the Maintenance Fund collected shall be used for maintenance personnel costs. The remaining forty percent (40%) of the amounts collected shall accrue and be used solely to maintain, repair, and replace theatrical equipment, for expendable Premises goods, for new equipment, and to generally maintain the Premises ("Capital Repairs"). If at any time the amount of the Maintenance Fund devoted Capital Repairs drops below ten-thousand dollars ($10,000.00), the expenditures for maintenance personnel shall be suspended and that percentage of the Maintenance Fund collected shall be combined with the balance for Capital Repairs until such time as the balance devoted to Capital Repairs returns to ten-thousand dollars ($10,000.00).

In addition to the Maintenance Fund, Licensee shall collect fifty cents (.50¢) for every single ticket sold by Priority Clients Seattle Shakespeare Company and Book-It Repertory Theatre. Use of this Priority Client Fund is limited to maintenance projects as may be approved by the Center Theatre Operating Board.

The City's and Licensee's designated representatives shall meet from time to time, but no less frequently than once per year to discuss and mutually agree upon the expenses that will be paid for from the Maintenance Fund and the Priority Client Fund. Except for routine payments to maintenance personnel as described above, no expenditure from the Maintenance Fund over $1,000. shall be made without the approval of the City, which approval shall not be unreasonably withheld. Licensee shall remit the balance of the Maintenance Fund and the Priority Client Fund to the City on or before the expiration or termination of this Agreement. All theatrical equipment located

or installed in the Premises and purchased with Maintenance Fund dollars during the term of this Agreement shall become the property of the City upon installation.

D. Record-Keeping. Licensee shall maintain, for at least three (3) years after the expiration or earlier termination of this Agreement, all books, records, and other information necessary to document Licensee's businesses activities hereunder including all records of Gross Receipts, individual space rentals, space usage, and purchases. Licensee shall also maintain all written quotes, bids, estimates, or proposals submitted to Licensee by all businesses seeking to participate as contractors or suppliers under this Agreement.

E. Audit Rights. Licensee shall permit the City, from time to time as the Director deems necessary, to inspect and audit in King County, Washington, at any and all times, all pertinent books and records of Licensee and any Client or other person or entity that has carried on a business activity on or from Seattle Center, to verify the accuracy of accounting records; and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof, upon the Director's request. Licensee shall ensure that such inspection, audit, and copying right of the City is a condition of any license, concession agreement or other arrangement under which any other person or entity is permitted to carry on a business activity on or from Seattle Center.

IV. TIME AND PLACE OF PAYMENT

A. Due Date. Licensee shall pay the City the License Fee each year of this Agreement according to the following schedule:

Use Period	Due Date
January 1st - June 30th	July 15th
July 1st - December 31st	January 15th

B. Place of Payment. All payments shall be delivered to The City of Seattle, Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington, 98109, or to such other address as the Director shall specify by notice to Licensee.

C. Delinquencies. All sums due and owing to the City shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event of any delinquency, Licensee shall pay the City an invoicing service charge of Fifty Dollars ($50.00) plus interest on such delinquent sum at the rate of one and one-half percent (1 1/2%) per month, or such larger percentage as may be established by ordinance, from the date due to the date of payment.

V. USE OF PREMISES

Notwithstanding any provision of this Agreement to the contrary, the City and the Licensee shall have the right to use and to allow others to use the following portions of the Premises at the times and for the purposes indicated, without any fee being

assessed:

A. Seattle Center Festivals

1.) Armory First Floor. Each year the dates for the Festivals set forth below shall be scheduled at least 9 months in advance, to the extent that they are known, and prior to any Client's dates being scheduled. In addition to the estimated Festival dates set forth below, each Festival's operator shall be entitled to use the Armory first floor on two consecutive days prior to each Festival for "load-in," and one day immediately following the Festival for "load-out." Set-up and restoration of the Armory first floor will be the responsibility of each Festival.

a.) Northwest Folklife, May 23 through May 26, 2014

b.) Bumbershoot, August 30 through September 1, 2014

c.) 2015-2018 comparable dates, each year

2.) Armory Fourth Floor. Each year the dates for the Festival set forth below shall be scheduled at least 9 months in advance, to the extent that they are known, and prior to any Client's dates being scheduled. In addition to the estimated Festival dates set forth below, the Festival's operator shall be entitled to use one large room on the Armory's fourth floor on three consecutive days prior to each Festival for "load-in," and two days immediately following the Festival for "load-out." Set-up and restoration of room for all listed activities shall be the responsibility of Seattle Center personnel.

a.) Northwest Folklife, May 23 - May 26, 2014

b.) 2015-2018 comparable dates, each year

B. Seattle Center

1.) Miscellaneous Use. On thirty (30) occasions per calendar year, the City shall have the right to schedule in advance and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party. Set-up and restoration of the Premises are the responsibility of Seattle Center personnel.

2.) 48 Hours' Notice. In addition to the Miscellaneous Use, throughout the term of this Agreement and upon not more than forty-eight (48) hours' notice, Seattle Center shall have the right to schedule and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party. Set-up and restoration of the Premises are the responsibility of Seattle Center personnel.

C. Licensee

1.) Miscellaneous Use. On fifteen (15) occasions per calendar year, the Licensee shall have the right to schedule in advance and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party. Set-up and restoration of the Premises are the responsibility of the Licensee.

2.) 48 Hours' Notice. In addition to the Miscellaneous Use, throughout the term of this Agreement and upon not more than forty-eight (48) hours' notice, the Licensee shall have the right to schedule and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party. Set-up and restoration of the Premises are the responsibility of the Licensee.

VI. SPECIAL CONDITIONS

A. Program and Novelties. Licensee is authorized to permit Clients of the Premises to sell programs, novelty items or other merchandise during occupancy of the Premises by such Clients.

B. Food and Beverage Concessions. Licensee is authorized to serve and/or sell, and to permit Clients of the Premises to serve and/or sell, concession food or beverages, including alcohol, provided the Licensee or Clients meet all insurance requirements contained herein and have all necessary permits.

C. Utilities and Custodial Services.

1.) Armory First Floor. The City shall provide electricity, heating, and plumbing to the first floor Premises, and carpentry services necessary to provide safe access to the first floor Premises. The City shall provide and service recycling containers, food waste containers, and waste receptacles in the hallways, and Licensee shall be responsible for collecting, sorting and separating waste materials pursuant to Section XII.E. The City will provide custodial services for the Center Theatre on not more than 12 occurrences annually, as determined by Seattle Center staff and usually associated with a Client's opening night. The City shall maintain and provide supplies for nontheatrical lighting needs in the Center Theatre complex.

2.) Armory Fourth Floor. The City shall provide electricity, heating, and plumbing to the fourth floor Premises, and carpentry services necessary to provide safe access to the fourth floor Premises. The City shall provide and service recycling containers, food waste containers, and waste receptacles in the fourth floor facilities, and Licensee shall be responsible for collecting, sorting, and separating waste materials pursuant to Section XII.E. The sweeping, dust mopping, and wet mop and/or scrubbing of floors will be performed by Licensee. Licensee will

make its best efforts to maximize recycling and food waste composting in support of Seattle Center's goal to divert as much waste from going to the landfill as possible. The City shall maintain and provide supplies for light fixtures and heat devices in the fourth floor rooms. The City may elect, but shall not be obligated, to provide additional custodial services for the Premises. Costs for all other services such as telephones and cleaning and custodial services beyond those provided by the City are to be paid by Licensee.

D. Hours of Operation. No members of the general public shall be permitted on the Premises outside the official hours of operation for the Seattle Center Armory except in accordance with procedures approved by the Director in advance. It is not feasible for the Licensee to provide the Seattle Center Emergency Service Unit with a roster of those who will be in the building after hours. It is understood that fourth floor Clients will be exiting the building after hours and are to be instructed to use the far right north doors to do so. First Floor employees, artists, and technicians are to use the back door under the Monorail Bridge for after-hours access and egress. The general public leaving performances after hours are to be directed to exit via the east doors. The general public is to be restricted from entering all other areas of the Armory through the use of signage and rope barriers.

VII. INDEMNIFICATION

The Licensee shall indemnify and hold the City harmless from any and all losses, claims, actions, or damages suffered by any person or entity by reason of or resulting from any act or omission of Licensee or any of its agents, employees, patrons or Clients in connection with their use or occupancy of the Premises, including trademark, patent, and copyright infringement; and in the event any suit or action is brought against the City, the Licensee, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Licensee jointly. Nothing contained in this section shall be construed as requiring the Licensee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City or its officers, employees or agents. For purposes of this Agreement and for the benefit of the City only, Licensee hereby waives its immunity under Title 51 RCW or other employee benefit act. Licensee's indemnification obligations under this Section shall survive the expiration or earlier termination of this Agreement. The City and the Licensee acknowledge that they specifically negotiated and agreed upon this indemnification provision.

VIII. INSURANCE

A. COVERAGES AND LIMITS. Licensee shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below:

1.) COMMERCIAL GENERAL LIABILITY (CGL) insurance including:

Premises/Operations
Products/Completed Operations
Personal/Advertising Injury
Host Liquor Liability
Tenant/Fire Legal
Contractual
Independent Contractors
Stop Gap/Employers Liability

Such insurance must provide a minimum limit of liability of $1,000,000 each Occurrence Combined Single Limit (CSL) Bodily Injury and Property Damage except:

$1,000,000 each Offense Personal and Advertising Injury
$ 100,000 each Occurrence Tenant/Fire Legal Liability
$1,000,000 each Accident/Disease Stop Gap/Employers Liability

2.) AUTOMOBILE LIABILITY insurance for owned, non-owned, leased or hired vehicles with a minimum limit of liability of $1,000,000 each Occurrence CSL Bodily Injury and Property Damage. Automobile liability insurance requirement is not applicable to a Licensee that does not operate motor vehicles upon or in the vicinity of Seattle Center for purposes of loading or unloading occupants or property in connection with the terms of the License.

3.) WORKER'S COMPENSATION insurance as respects the State of Washington securing liability for industrial injury to employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If Licensee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, it shall so certify to the City by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.

4.) If alcoholic beverages are sold by other than a non-profit entity possessing a valid special occasion license from the Washington State Liquor Control Board, then that entity shall obtain and maintain LIQUOR LIABILITY insurance with a minimum limit of liability of $2,000,000 each Common Cause. Certification of Liquor Liability insurance may be provided by the bar caterer provided that such insurance meets all the relevant requirements herein.

5.) If pyrotechnics are used for an Event, PYROTECHNIC LIABILITY insurance shall be provided under a CGL insurance with a minimum limit of liability of $2,000,000 each Occurrence. A permit is required from the Seattle Fire Marshall. Certification of Pyrotechnic Liability insurance may be provided by a pyrotechnic operator provided that such insurance meets all the relevant requirements herein.

B. TERMS AND CONDITIONS.

1.) The insurance policy or policies, endorsements thereto, and subsequent renewals shall be subject to approval by the City as to company, form, and coverage. The insurer shall be:

a.) Licensed to do business in the State of Washington and Rated A-VII or higher in the A.M. Best's Key Rating Guide, or

b.) Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.

2.) Such insurance as is provided under items 1, 2, 4, and 5 above shall include the City of Seattle as an additional insured for primary and noncontributory limits of liability subject to a "separation of insured's" clause. The limits of liability are minimum limits of liability only and shall not limit the liability of Licensee or any of its insurers; the City shall be an additional insured for all available limits of liability available to Licensee, whether primary, excess, contingent or otherwise.

3.) Coverage shall not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days' notice with respect to cancellation for nonpayment of premium.

4.) Self-insured retentions in excess of $25,000 shall be disclosed in writing and are subject to the approval of the City's Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.

5.) Failure of Licensee to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

C. EVIDENCE OF INSURANCE.

1.) Licensee's insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Licensee shall issue self-insurance certification.

2.) THE CERTIFICATION SHALL HAVE ATTACHED A COPY OF THE ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING THAT DOCUMENTS THAT THE CITY IS AN ADDITIONAL INSURED UNDER THE CGL INSURANCE.

3.) If the CGL insurance is partly or wholly self-insured, Licensee shall state in writing that it will protect the City as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.

4.) Insurance and/or self-insurance certification shall be delivered to the following:

ORIGINAL TO:
Seattle Center Productions
305 Harrison Street
Seattle, WA 98109
Fax: 206-684-4183
Email:John.Merner@seattle.gov

IX. SIGNAGE, ADVERTISING & PUBLICITY

A. Prohibited Promotion & Other Material. Licensee agrees not to display, post or distribute any material (including posters) on any part of the Seattle Center, excluding the interior Premises that are not visible from the exterior, without the Director's prior written approval therefore, which approval may be given, conditioned or withheld in the Director's reasonable discretion. On or before the expiration or termination of this Agreement, whichever is earlier, or, in the case of unauthorized material, on or before the date specified in the Director's notice to remove the same, Licensee shall remove, at no expense to the City, all materials it has so posted and correct any unsightly condition and repair any damage or injury to City property caused by such material and its removal. If any unauthorized material is not removed from City property by the date required, such material will be subject to removal.

All signs and display materials that Licensee is authorized to post or display shall comply with applicable laws and regulations.

B. Signs. Licensee may install temporary signs in the hallways and rooms of the Premises containing other information related to Licensee or Clients including, without limitation, program information, fundraising information, special announcements, and way-finding. Temporary signs shall not be affixed to painted surfaces with tape. The design, installation, and location of permanent signs shall be subject to the Director's prior written approval.

X. INSTALLATION OR INTEGRATION OF ANY WORK OF VISUAL ART ON PREMISES

A. Reservation of Rights by City; Prohibition Against Installation or Integration of Any Work of Visual Art on the Premises Without City's Consent

The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. The Licensee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the prior, express, written consent of the Director. The Director's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the Director's discretion; Provided, however, that the Director's consent to the installation by or for the Licensee of any such art work shall not be required under the following three (3) circumstances:

1.) If such art work

a.) weighs less than fifty (50) pounds; and

b.) is of a size and has such dimensions and material composition that makes its passage through an open 32" x 78" or larger doorway a simple and easy maneuver; and

c.) is to be installed on the floor, a piece of furniture, or similar surface without further anchoring of any kind or nature, or on a wall using no more than two (2) simple picture hooks and wire; all so that the easy removability from the Premises of such art work without its destruction, distortion, mutilation or other modification by reason of such removal is undeniable; or

2.) If the Licensee delivers to the Director a waiver appropriately executed by the art work creator, for the benefit of the City and its successors and assigns as the owner of the Premises, of the creator's right of integrity regarding such art work, in a form of waiver that satisfies both the Director and the requirements of 17 U.S.C. §106A (e), as the same now exists or is hereafter modified; or

3.) If the Director executes with the creator of a work of visual art to be installed in the Premises a consent agreement of the type contemplated by 17 U.S.C. §113(d)(1), as the same now exists or is hereafter amended, and in the form and manner specified by the Director.

In the event the creator of any work of visual art installed in the Premises by or for the Licensee has not executed a waiver, or such creator and the City have not executed a consent agreement, each as described herein, the Licensee shall ensure that, prior to removing or allowing the removal from the Premises of any such art work, such creator is given both notice, as contemplated in 17 U.S.C. §113(d)(2), of the intended removal of such art work, and the time required by that statutory provision to respond to such notice, and that the Licensee takes whatever other action(s) may be required by such legislation to ensure that no claim, action or suit alleging a violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended, and arising out of any act or omission of or for the Licensee or any of its officers, employees, or agents, is filed or lodged against the City in its capacity as the Premises owner.

B. Licensee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990

The Licensee shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions or causes of action, damages, and expenses (including attorneys' fees and costs) arising as a consequence of

1.) the installation or integration of any work of visual art on or into the Premises;

2.) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or

3.) any breach of Subsection X.A. of this Agreement; or

4.) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Licensee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether the Director or any other person employed by the City has knowledge of such installation, integration or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

XI. CITY ACCESS TO, INSPECTION & MAINTENANCE OF PREMISES

A. Access to Premises. Licensee shall provide the City and its agents with access to the Premises at all reasonable times to inspect the same and to make any inspection, repair or improvement the Director deems necessary, but this right of access shall not impose on the City any obligation to make any repair, alteration, addition or improvement except as specifically provided herein.

B. Access to Electrical and Mechanical Rooms. The City reserves for itself, and Licensee shall ensure that it has, unrestricted access to and use of the City Electrical and Mechanical Rooms adjacent the Premises at all times throughout the Term.

C. City's Use of Key to Premises. Licensee shall provide the Director with keys with which to unlock all of the doors in, upon, and about the Premises, excluding Licensee's vaults, safes, and files. In cases of emergency, the City may use any and all means that the Director deems proper to open said doors in order to gain entry into the Premises, without liability to Licensee. The City's entry into the Premises pursuant to this section shall not be construed or deemed to be an eviction of Licensee or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

D. Inspection for Maintenance Purposes. The Director shall inspect the Premises at least once each year, at the City's expense, and shall provide a written report to Licensee containing findings and recommendations regarding necessary or advisable maintenance and repair. Within such time periods as the Director may reasonably specify, Licensee shall perform such recommended repair and maintenance work as is its responsibility under this Agreement. The Director's inspection shall not relieve Licensee of any responsibility to inspect the Premises and perform such repair and maintenance work as it is otherwise obligated to perform under this Agreement.

XII. COMPLIANCE WITH LAWS AND REGULATIONS

A. General Requirements. Licensee, at no cost to City, shall perform and comply with all applicable laws of the United States; the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders, and directives of administrative agencies and their officers implementing the same. Licensee shall use its best efforts to ensure that every person it admits to the Premises similarly performs and complies with the same. Whenever

Licensee or its authorized representative is informed of any violation of any law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to the Premises, Licensee shall immediately desist from and/or prevent or correct such violation.

B. Licenses & Other Authorizations. Licensee, at no cost to the City, shall obtain and maintain all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof, throughout the Term of this License.

C. Taxes. Licensee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment, and improvements on the Premises; and taxes on Licensee's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A; and if the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from Licensee's occupancy of the Premises or withholds funds due to the City to enforce collections of leasehold excise taxes, Licensee shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Washington from the City in connection with such taxation. If Licensee is exempt from any tax, a document from the taxing authority demonstrating the organization's exemption must be provided to the Seattle Center Fiscal Services Department.

D. Nondiscrimination. Licensee will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, 14.16, 14.17, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

E. Recycling of Waste Materials. Licensee, at no cost to the City, shall collect, sort, and separate into such categories as may be legally required or required by Seattle Center rule, regulation or policy, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the City, which receptacles shall be dumped or removed from the Seattle Center at such minimum frequency as the Director may specify, at the City's cost. The City reserves the right to refuse to collect or accept from Licensee any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require Licensee to arrange for the collection of the same at Licensee's sole cost and expense using a contractor satisfactory to the City. Licensee shall pay all costs, fines, penalties, and damages that may be imposed on the City or Licensee as a consequence of Licensee's failure to comply with the provisions of this subsection.

XIII. ENVIRONMENTAL STANDARDS

Licensee shall not, without the City's prior written consent, keep on or about the Premises any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office and janitorial supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with the City's consent, Licensee shall: promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to the City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefore, provide evidence satisfactory to the City of Licensee's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances. Licensee shall provide the Director with Licensee's USEPA Waste Generator Number (if any), and with a copy of every Material Safety Data Sheet (MSDS), Generator Annual Dangerous Waste Report, environmentally related regulatory permit or approval (including every revision or renewal thereof), and any correspondence Licensee receives from, or provides to, any governmental unit or agency concerning Licensee's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on or about the Premises.

If Licensee violates any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Licensee shall promptly take such action as is necessary to mitigate and correct the violation. If Licensee does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to act in place of Licensee (for which purpose Licensee hereby appoints the City as its agent), to come onto the Premises, and to take such action as the City deems necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that Licensee is in violation of any law or regulation, or that any action or inaction of Licensee presents a threat of violation or a threat of damage to the Premises, the City reserves the right to enter onto the Premises and take such corrective or mitigating action as the Director deems necessary. All costs and expenses incurred by the City in connection with any such action shall become immediately due and payable by Licensee upon presentation of an invoice therefore.

Any and all costs and expenses the City incurs in connection with the City's inspections of the Premises and the City's monitoring of Licensee's compliance with this Section XIII, including the City's attorneys' fees and costs, shall be due and payable to the City within ten (10) days after the City's demand therefore. Licensee shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal), and costs imposed with respect to Licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. In addition to all other indemnity provisions of this Agreement, Licensee shall indemnify, defend, and hold the City harmless from any and all costs, fees, penalties, charges, expenses, claims, suits, and liabilities assessed against, or imposed upon the City, including without limitation

cleanup or other remedial costs (and including attorneys' fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) as a result of Licensee's use, storage, disposal, transportation, generation and/or sale of Hazardous Substances. This indemnity shall survive termination or expiration of this Agreement.

XIV. ASSIGNMENT AND SUBCONTRACTING

Except as expressly permitted herein with respect to Clients, Licensee shall not assign, transfer, convey or encumber this Agreement or its rights hereunder or sublicense any interest herein without the Director's prior written consent.

XV. TERMINATION

Either party shall have the right to terminate this License agreement for convenience and without recourse to the other party at any time upon ninety (90) days' prior written notice to the other party.

XVI. AMENDMENTS

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each party hereto.

XVII. DISPUTES

Any disputes arising under this Agreement that are not disposed of by agreement between the Licensee and the City shall be referred to the Seattle Center Director and the Licensee's designated representative for resolution. If such persons do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes.

XVIII. EFFECTUATION OF AGREEMENT

This Agreement shall become effective when signed by the authorized representatives of each party following passage of an authorizing ordinance by the Seattle City Council.

XIX. ACKNOWLEDGMENT OF NEGOTIATED LICENSE AGREEMENT

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties hereto have executed this license agreement by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

THEATRE PUGET SOUND	THE CITY OF SEATTLE
Karen Zeller Lane Executive Director	Robert Nellams Director Seattle Center Department
Date:_____	Date:_____

BUSINESS ADDRESSES FOR NOTICES:

LICENSEE:	**CITY:**
Theatre Puget Sound 305 Harrison St. Ste. 401 Seattle, WA 98109-4645 PHONE NO.: 206-770-0370	Seattle Center Productions Seattle Center 305 Harrison St. Ste. 314 Seattle, WA 98109-4645 PHONE NO.: 206-684-7124

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
)ss (Licensee's Acknowledgment)
COUNTY OF KING)

On this _____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the person described in the above, who executed the foregoing license agreement, and acknowledged said license agreement to be the free and voluntary act and deed of such Licensee for the uses and purposes therein mentioned, and on oath, stated that she was authorized to execute said License agreement for and on behalf of Theatre of Puget Sound.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

_____
Signature

_____
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires: _____

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

On this _____ day of, _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Nellams to me known to be the Director of the Seattle Center Department of The City of Seattle, who executed the foregoing license agreement, and acknowledged said license agreement to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said license agreement for and on behalf of The City of Seattle.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

_____
Signature

_____
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires: _____

Theatre Puget Sound Space for the Arts

Seattle Center House - 4th Floor

THEATRE PUGET SOUND

seattlecenter

Room Specifications

B: 30 x 30 Rehearsal Room – Wood Floor, Mirror, Curtain Mirror Cover

C: 30 x 34 Rehearsal Room – Wood Floor, Mirror, Curtain Mirror Cover

D: 30 x 28 Rehearsal Room – Wood Floor, Mirror, Curtain Mirror Cover

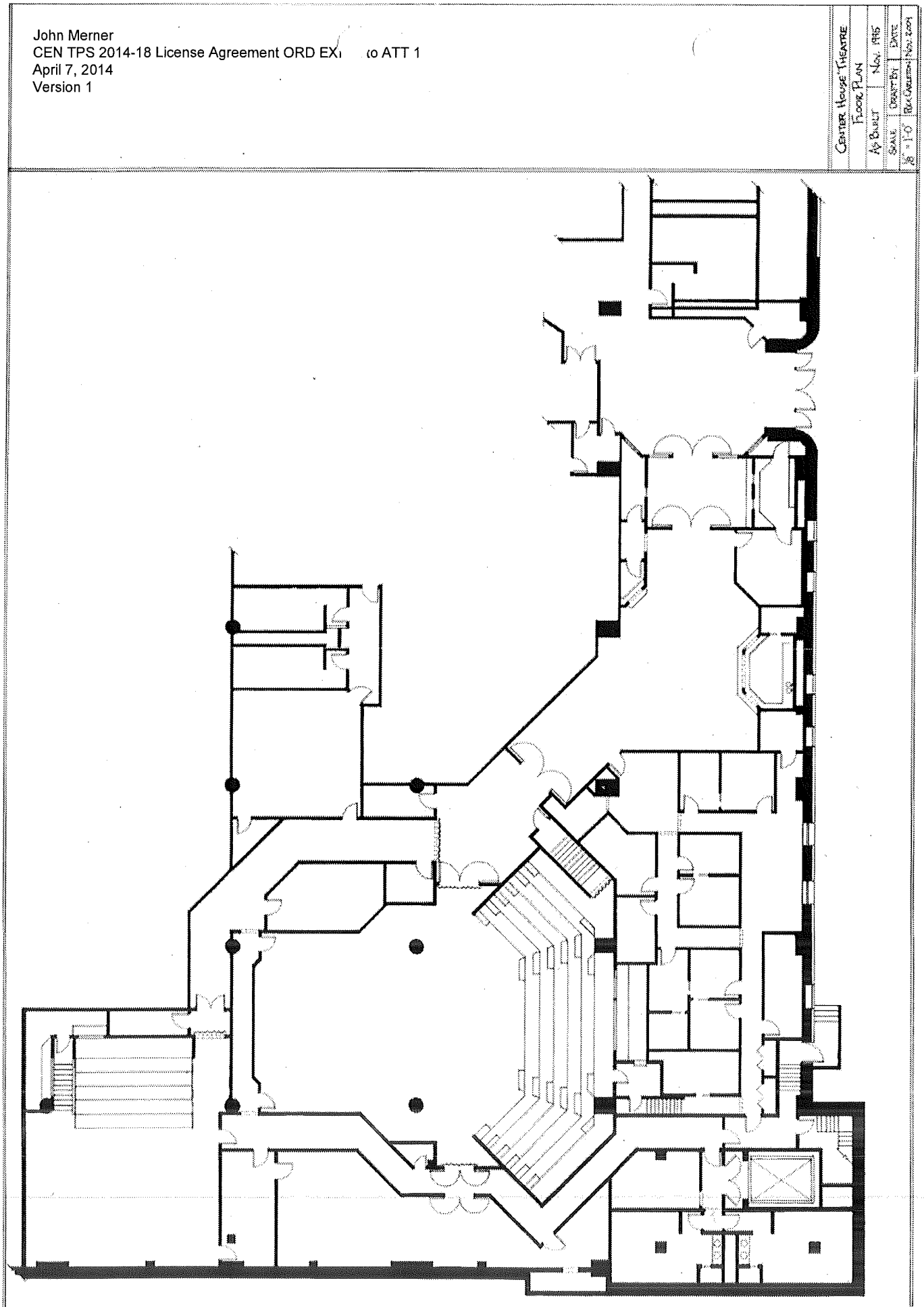
E: 30 x 28 Rehearsal Room – Wood Floor

G: 40 x 28 Rehearsal Room – Wood Floor, Mirror, Window Curtains

H: 56 x 28 Rehearsal Room – Wood Floor, Mirror, Curtain Mirror Cover

I: 30 x 30 Rehearsal Room – Tile Floor

Black Box and Conference Room - Located on the 1st Floor inside Center House Theatre Complex


Center House Theatre
Floor Plan
As Built
Nov. 1995
Scale
Drawn By
Date
1/8" = 1'-0"
Rex Carleton
Nov. 2004

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Center	Ned Dunn, 684-7212 John Merner, 684-7124	Ann Gorman, 684-5292

Legislation Title:
AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center Armory for use by non-profit arts organizations and individual artists.

Summary of the Legislation:
This legislation authorizes execution of an agreement with Theatre Puget Sound (TPS) for TPS to operate and manage rehearsal and theatre spaces in the Seattle Center Armory (formerly known as the Center House) for use by non-profit arts organizations and individual artists. This agreement provides for the continuation of a program and relationship with TPS that has existed since 1999. Under this agreement, TPS manages and rents the spaces to non-profit arts organizations and individual artists. As in the previous agreements, rent revenue is split 50/50 between Seattle Center and TPS. Rents are set at below market rates to make these facilities accessible and available to the local, non-profit arts community. This program has been very successful, and the spaces are heavily used. See below for a table showing rental revenue for the last five years. Seattle Center provides heat, electricity, waste removal and limited cleaning. TPS is responsible for all other services. TPS manages all the bookings and collects the rent. A portion of the rental fees for the two theatre spaces go into a fund for the maintenance or replacement of theatre equipment and the associated labor. This agreement also establishes a fee of $0.50 for every ticket sold for Seattle Shakespeare Company and Book-It Repertory Theatre performances, with the proceeds also going into a separate maintenance fund for maintenance projects that are approved by the Center Theatre Operating Board. This fee is expected to generate $4,500 annually in revenue for maintenance projects. Seattle Center retains use of certain rehearsal and theatre spaces for the Bumbershoot and Folklife festivals, and for a specified number of additional dates. The term of this agreement is five years, from 2014 through 2018.

The form of this agreement is a licensee agreement. This reflects the fact that TPS is managing a program for Seattle Center but TPS will not be the only agency using the space it manages, which would be typical in a lease arrangement. Seattle Center retains control of the space managed by TPS and also approves the rental fees and the eligible users of the space (non-profit arts organizations and individual artists). Since the previous agreement ended at the end of 2013, TPS has been operating on a month-to-month basis, pending execution of the new agreement.

TPS Rental Revenue 2009 – 2013

Year	Total Revenue	Seattle Center	TPS
2009	$147,186	$73,593	$73,593
2010	$144,806	$72,403	$72,403
2011	$152,226	$76,113	$76,113
2012	$180,516	$90,258	$90,258
2013	$220,132	$110,066	$110,066

Background:
In 1998, the Seattle Symphony moved from their office spaces on the fourth floor of the Armory to Benaroya Hall. In response to a growing trend of smaller arts groups losing their homes and rehearsal spaces due to rising real estate costs, Seattle Center and TPS formed a partnership to use the former Symphony spaces as rehearsal spaces for non-profit arts organizations and individual artists.

In 1999, Seattle Center rented office space on the fourth floor of the Armory to TPS for one year. The space consisted of six separate office/classroom spaces and a smaller administrative office. TPS made these spaces available to local arts organizations and artists for a very nominal hourly fee for rehearsals and classes. Response from the arts community was overwhelming.

In 2000, the City Council authorized a four-year agreement with TPS, through the end of 2003 (Ordinance 120027). Also in 2000, with a combination of CIP and King County grant funds, Seattle Center created a small (80 seat) black box theatre in one of the fourth floor rooms operated by TPS, adding a performance space to the rehearsal spaces already in use. In 2001, Seattle Center's agreement with TPS was amended to include the Center Theatre and related spaces on the first floor of the Armory (Ordinance 120252). In 2004, the City Council authorized another four-year agreement with TPS, through the end of 2008 (Ordinance 121581). In 2009, the City Council authorized a five-year agreement with TPS, which ended at the end of 2013 (Ordinance 123123).

The theatre and rehearsal spaces managed and rented by TPS are in heavy demand. In 2013, over 500 arts organizations and individual artists used these spaces (see list attached as Attachment 1).

TPS is a non-profit trade and service organization founded in 1997 to promote the cultural and economic necessity of theatre to the public, and to unify and strengthen the theatre community through programs, resources, and services. TPS is a member-driven organization and its main goals are nurturing a healthy and vibrant theatre community, developing strong ties among the region's theatre professionals, raising the visibility of the region's theatre scene on national and international levels, and finding ways to develop new and diverse audiences.

Please check one of the following:

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

__X__ **This legislation has financial implications.**

Appropriations:

Appropriations Notes:
This legislation does not authorize an appropriation.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
			$100,000	$100,000
TOTAL			**$100,000**	**$100,000**

Revenue/Reimbursement Notes:

TPS and Seattle Center share 50/50 rental fees from spaces in the Seattle Center Armory managed by TPS.

Position Notes:
This legislation does not create or abrogate positions.

Do positions sunset in the future?
Not applicable.

Spending/Cash Flow:

Spending/Cash Flow Notes:
Not applicable.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**

No.

b) **What is the financial cost of not implementing the legislation?**

If the legislation is not implemented, Seattle Center's fifteen-year relationship with TPS will end. Seattle Center would then be faced with either securing other uses for the spaces in the Armory that are currently managed by TPS or forgoing the revenue generated by those facilities. Additionally, if TPS does not continue to manage its

current spaces in the Armory, local non-profit art organizations would lose access to affordable rehearsal and performance spaces.

c) Does this legislation affect any departments besides the originating department?

No.

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?

New rehearsal and performance spaces for non-profit arts organizations would need to be made available at an alternative location for below market rental rates.

e) Is a public hearing required for this legislation?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

g) Does this legislation affect a piece of property?

Yes. The theater and rehearsal spaces to be licensed (the "Premises") are located on the first and fourth floors of the Seattle Center Armory. A map depicting the floor plan of the Premises is included as Exhibit A to the License Agreement.

h) Other Issues:

Attachment 1 to this fiscal note is a list of the non-profit arts organizations and individual artists who used the TPS-managed rehearsal and theatre spaces in 2013.

Attachment 1

2013 Theatre Puget Sound (TPS) Client List

127th St. Dance Studio
5th Avenue Theatre
AAlgar productions
Abundant Productions
Academy of Burlesque
Aces & Anchors Productions
Act With Inspiration
Actorswork
Aderyn Productions
Albert Ratcliffe Players
Amey Rene' Casting
AMFlamenco Dance Company
ANAR
Andrew T. Miller Music Studios
Annex Theatre
AppleLindy
Aquarian Tabernacle Church
Ara'Kus Productions
Artic Productions
Arouet
Arts Fund
Arts on the Waterfront
ArtsWest
As You Like It Acting
Azeotrope
Bailadores De Bronce
Balagan Theatre
Bare Bones Productions
Bash Theatre
Being Humans Improv
Best Medicine Theatre
Beta Society
Big Booty Improv
Big Flood Productions
Blank Stage Theatre
Blood Ensemble
Bold Print Theatre
Book-It Repertory Theatre
Breaking the Silence
Bridges Stage Company
Burien Little Theatre
Burlesque 101
C. Stanley Photography
Café Nordo
The Center School
Centerstage Theatre
Chandelier Productions
Cheep Art
Hello Earth Productions
Hostile Work Environment
Hungarian American Association of WA
Chop Socky Boom Films, LLC
Cinematic Theatre Company
City of Tacoma
Complete Casting
Contagious
Copious Love Productions
Corvus Eye Productions
Couer DAlene Summer Theatre
Courtesy Bears
Crikey Films
CTPAK
Curio Cabaret
Dare to Dance
DavisArts
Defined by Media Ventures
Digital Crew Network
Dipity Dread Productions
Disney Entertainment Productions
Drop the Root Beer and Run
Dry Bones Collective
Ear to the Ground
Eastside Stamp
Eclectic Cloggers
Ecstatic Singing Seattle
EffectiveArts
Emerald City Cloggers
EnJoy Productions
eSe Teatro
EventWise
F22 Studioworks
Fantastic Z Productions
Film Seattle
Final Fantasy: The Improvised Adventures
Flamenco Arts Northwest
Flashdance National Tour
Fleurs DEgypte Dance Company
Flying House Prod.: SMC/SWC
Foreground Background
ForeignAmerican Pictures
Freehold Studio/Theatre Lab
Full Circle Winter Guard
Ghost Light Theatricals
Green Peg Pictures
GreenStage
Handwritten Productions
Hard Love Productions
Harlequin Productions
Harley Rudinoff Productions
Performers' Forge
Pixie Vision Photography
Planet Suzanna

Attachment 1

2013 Theatre Puget Sound (TPS) Client List

Illuminatio
Interplayers Theatre Spokane
Interrobang Improv
Intiman Theatre
Inverse Opera
Irrational Robot Bureau
Jack & Wood Productions
Jay Richmond Photography
Jeremy Rich Casting/Stuart Thompson
Jo Jo Stiletto Events
Johnny Bravo Dance Co.
Kitsap Forest Theater (Mountaineers Players)
KTO Productions
Last Leaf Productions
Le Theatre Francais de Seattle
Leadership Tomorrow
Lights On! Productions
Little Red Studio
Live Girls!
Local Jewell Productions
Luminous Content
LungFish Productions
Macha Monkey Productions
MAP Theatre
Mark Brennen Photography
Mercy Entertainment
Message Glue
Midnight Menagerie Productions
Mighty Tripod Productions
Mirror Stage
Mirum Mirum Productions
Misty City Morris
Montana Repertory
Mount Baker Theatre
MPOWER MANAGEMENT INTL.
MTZG (Little Theatre Abroad)
Murder Mystery Company
New Amerikan Theatre
Nonesuch English Country Dancers
Northwest by Night
One Night Stand
Open Door Theatre
Otherwise Games
Outsiders Inn
Page to Stage Entertainment
Penny University
Slieveloughane Irish Dancers
Smooches and Science Presents
Snoqualmie Falls Forest Theater
Sound & Fury Morris & Sword
Sound Theatre Company
Sovereign Citizens Productions
Playwrights Theatre
Pony World Theatre
Pork Filled Players
Printers Devil Theatre
Puppet This
Purple Devil Productions
Queer Tango Festival
quiet
Radial Theater Project
Rain Country Dance Association
Rainier Rhythm
Rat City Roller Girls
Red Eagle Native Youth Theatre
Red Eye Rep
Redwood Theatre
Regime Performers
Respots
Riveting Rosies
Rock Paper Theater
Rocket to Antares LLC
Rocketmen, LLC
Rogue Theatrics
Rosebud CTC
Safeword
SAGA: Top Young STUN GUNS Ablazin
Sandbox Artists Collective
Satori Group
Savoy Swing Club
SeaTown Sound
Seattle Childrens Theatre
Seattle Clown Jam
Seattle Drama Therapy
Seattle Experimental Theatre
Seattle Fringe Festival
Seattle Musical Theatre (CLO)
Seattle Opera (Edu)
Seattle Playwrights` Collective
Seattle Public Theater
Seattle Shakespeare Company
SecondStory Repertory
Shakespeare NorthWest
Showtunes! Theatre Company
Simon Max Hill Casting
Sinner Saint Burlesque
Sister Kate
SketchFest
Theater Schmeater
theater simple
Theatre of Self Doubt
Theatre22
Theatre Machine
Tinfoil/Cardboard Productions

Attachment 1

2013 Theatre Puget Sound (TPS) Client List

Spinergy Arts
Splinter Dance/ajusticenetwork
SPLOT
STAGERight
Stone Soup Theatre
Stopped Motion Photography
Structural Engineers Foundation of Washington
Studio4Seattle
SYMI Productions Inc.
Talk it Up Productions
Tempting Tarts Burlesque
Thalia's Umbrella
The Beatitudes
The Casting Workshops
The CCC
The Collision Project
The Dragonfly Drummer
The Edge Improv
The Grabtown Grapple
The Improvinati
The Irish Heritage Players
The Libertinis
The Phoenix and The Frog
The Schoolyard
The West
Theater 33
Tongueinchic Productions
Troupe Comique
Troupe Hipnotica
Troupe InternATSional
Turbo Turkey Sketch Comedy
Turns Out Films
Unexpected Productions
Unnatural Redhead Productions
Uptown Lowdown
Ursa Major
Valley Center Stage
Variety Plus
Village Theatre
Villains
Vocal Artistry
Vox Fabuli Puppets
Waiting for Jenkins
Waldorf School
Wandering Goat Pictures
WARP (Writers and Actors Reading and Performing)
Washington Defender Association
Washington Ensemble Theatre
Wing-It Productions
Woman Seeking...theatre West
Yojimbo Studios
Young Americans` Theatre Company

Plus 264 Individual Artists

City of Seattle
Edward B. Murray
Mayor

April 15, 2014

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

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that authorizes an agreement with Theatre Puget Sound (TPS) to manage and operate rehearsal and theatre spaces in the Seattle Center Armory for use by nonprofit arts organizations and individual artists. This five-year renewal agreement continues a very successful partnership with Theatre Puget Sound to provide services to the arts community.

As the home to many premiere arts organizations, such as the Pacific Northwest Ballet, Seattle Repertory Theatre, Seattle Opera, Seattle Children's Theatre and others, Seattle Center strives to provide accessible and affordable services to creative artists at all stages in their development. Since 1999, Theatre Puget Sound has successfully managed affordable rehearsal and performance spaces for local artists, while generating up to $100,000 in revenue for Seattle Center each year. In 2013 Theatre Puget Sound served over 500 arts organizations and individual artists.

The agreement between Seattle Center and Theatre Puget Sound will continue to benefit the theatre community, develop strong ties among the region's theatre professionals and raise the visibility of our emerging arts and cultural scene. Thank you for your consideration of this legislation. Should you have questions, please contact John Merner at 684-7124.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor

STATE OF WASHINGTON -- KING COUNTY

--ss.

312492 No. 124482,483,484,485,486

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on

06/19/14

The amount of the fee charged for the foregoing publication is the sum of $97.18 which amount has been paid in full.

Subscribed and sworn to before me on

06/19/2014

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle
Title Only Ordinances

The full text of the following legislation, passed by the City Council on May 27, 2014, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124482

AN ORDINANCE relating to the Waterfront Improvement Program; authorizing the Director of Transportation to acquire, accept, and record both temporary and permanent property rights from abutting property owners located along Alaskan Way and a new Elliott Way, as well as many east-west streets connecting with Alaskan Way and/or Elliott Way, between South King Street and Battery Street, necessary or convenient for the Waterfront Improvement Program, through negotiation or condemnation; placing the conveyed real property under the jurisdiction of the Seattle Department of Transportation and designating the property for transportation, utility, and general municipal purposes; authorizing payment of all other costs associated with acquisition; and ratifying and confirming prior acts.

ORDINANCE NO. 124483

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Theatre Puget Sound to manage and operate space in the Seattle Center Armory for use by non-profit arts organizations and individual artists.

ORDINANCE NO. 124484

AN ORDINANCE related to Gender Equity; lifting a budget proviso imposed on Finance General's Reserves Budget Control Level in 2014 for Gender Wage Equity Project; changing appropriations to various departments and budget control levels in the Budget; adding new positions and amending Ordinance 124349, which adopted the 2014 budget; all by a two-thirds vote of the City Council.

ORDINANCE NO. 124485

AN ORDINANCE relating to City employment; providing salary increases effective January 1, 2014 for certain non-represented City employees and officers; and ratifying and confirming prior acts.

ORDINANCE NO. 124486

AN ORDINANCE relating to City employment; authorizing the execution of memoranda of understanding between the City of Seattle and members of the Coalition of City Unions; and ratifying and confirming prior acts.

Date of publication in the Seattle Daily Journal of Commerce, June 19, 2014.

6/19(312492)