

RACE AND SOCIAL JUSTICE INITIATIVE

2019 – 2021 STRATEGY

WHO WE ARE:

We are advocates and organizers who act accountably, creatively, and strategically for racial justice. We harness our multi-racial and interconnected experiences to embody the change we want to see in the world. A transparent and supportive team, we honor the best in one another, practice radical self-acceptance, and see each other as mirrors and gifts. As we grow, we grow collectively, learning from and challenging each other while centering community leadership in order to move racial justice forward.

GUIDING PRINCIPLES: *(Adopted from the People's Institute for Survival and Beyond)*

- Undoing racism
- Sharing culture
- Learning from history
- Maintaining accountability
- Analyzing power
- Undoing Internalized Racial Oppression
- Identifying and analyzing manifestations of racism
- Developing leadership
- Networking
- Gatekeeping

Applying these principles to Seattle City government

- **Power of history:** Honor the history of racial justice organizing that birthed the Race and Social Justice Initiative.
- **City role and impact:** Understand the City of Seattle's institutional power and footprint in local communities most impacted by structural racism.
- **Accountability:** Accept responsibility for institutional actions and harm, and work to restore relationships, share information and follow-through with commitments.
- **Value community:** Value the wisdom, expertise and leadership of communities most impacted; and compensate community members for their contributions to the institution.
- **Show up for community:** Respect, support and show up for communities organizing for racial justice and systems-change.
- **Learn from community:** Center and learn from those who are burdened by the multiplicity of institutional harm.

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STRATEGY # 1

Build an anti-racist network within City government. Shift internal practices and develop decision-making skills that eliminate institutional and structural racism. *Organize within and across departments to ensure that racial equity drives behaviors, processes and decisions at all levels, from staff relationships to policies and practices that impact communities most affected by racism.*

TACTICS

1. **Complete RSJI Workplans:** Coordinate City departments' drafting of annual RSJI workplans that outline individual departments' RSJI commitments and actions, including alignment with RSJI's nine Equity Areas (equitable development; housing; education; environmental justice service equity; criminal justice; transportation; jobs/economic justice; health; arts & culture).
2. **Design and facilitate Citywide training:** Redesign Citywide RSJI training curricula and deliver high quality RSJI training to City employees through the Cornerstone system and department-specific requests. RSJI trainings build racial justice knowledge, awareness, network and organizing skills, and deepen analysis of racism and its intersections with other forms of oppression.
3. **Develop and facilitate a Citywide training cohort:** In partnership with Seattle Department of Human Resources (SDHR), implement a Train-the-Trainer program to develop racial justice trainers across City departments to provide facilitation capacity for Citywide RSJI and SDHR trainings.
4. **Support departmental Change Teams:** Support 28-30 Executive and non-Executive City Departments' racial equity teams to advance racial equity within their own departments' business lines.
5. **Convene RSJI Sub-Cabinet:** Convene monthly meetings with Department Directors or their designees to address RSJI projects, prioritization, Citywide trends and needs.
6. **Convene Directors' Forums:** Facilitate quarterly RSJI training for Department Directors.
7. **Strengthen Citywide use of the Racial Equity Toolkit (RET):** Build a practice of racial equity across City departments through regular training and use of the RET, including implementing racially equitable community engagement tactics.
8. **Support CORE Team:** Convene and support cohorts of City employees focused on racial justice organizing, movement building and leadership development.
9. **Host gatherings and special events:** Engage city employees and community members through speakers events, summits and other events designed to build community, deepen understanding and develop solutions to pressing social ills.

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STRATEGY #2

Transform the internal government culture of the City toward one rooted in racial justice, humanistic relationships, belonging and wellbeing. *Replace the norms and patterns of white supremacy culture with those that promote healthy relationships, collaboration, transparency, “both/and” thinking, deliberative decision-making, and an understanding of our shared history. This requires reckoning with the impacts of internalized racism and implicit bias and using arts-integration and mindfulness to inform the ways we envision and do our work.*

TACTICS

1. **Expand definition of racism to include four types:** In all aspects of our work, use the expanded definition of racism to include its four interconnected manifestations – interpersonal, institutional, structural, and internalized. To achieve racial equity, we must approach our work holistically, with the understanding that we must transform ourselves in order to transform the institution.
2. **Address Internalized Racial Oppression:** Use caucusing, training, and facilitated dialogue to bring City employees together to explore how internalized racism affects the way we see ourselves and each other.
3. **Navigate racialized conflicts within City Departments:** Build a practice of relational culture by designing and facilitating healing circles, dialogues, restorative practices, and other customized experiences for departments and teams to address racialized patterns of behavior and institutional power dynamics that get in the way of healthy, productive relationships within our workforce.
4. **Co-facilitate Workforce Equity Planning and Advisory Committee (WEPAC):** As part of a long-time partnership between SOCR and SDHR, support interdepartmental teams to develop workforce equity strategies, policies, trainings and investments that address historical and current harm to employees of color, and create systems that support a racially just workplace environment.
5. **Implement the Creative Strategies Initiative (CSI):** Use arts, culture, embodiment and mindfulness practices within City policy processes, trainings and community engagement efforts to cultivate racial justice in areas such as workforce equity, use of the RET and environmental justice. This work is supported through a long-time partnership with Office of Arts & Culture.

STRATEGY #3

RACE AND SOCIAL JUSTICE INITIATIVE

2019 – 2021 STRATEGY

Align our racial justice efforts with local community organizing and strengthen relationships with communities most impacted by structural racism. *Be accountable to communities of color and be mindful of Seattle's ongoing history of racism in housing, employment and development.*

TACTICS

1. **Support community-led racial justice campaigns:** Assist community-led racial justice efforts that center those most directly affected by structural racism.
2. **Redirect funding to communities most impacted by structural racism:** Restructure City funding processes (grants, commissions, contracts) to directly benefit communities most impacted by structural racism.
3. **Conduct racially equitable community engagement:** Use the RET and other Departmental systems and processes, support racially equitable community engagement strategies and tactics that restore past and current harms, and create opportunities for healthy, sustained relationships.

STRATEGY #4

Work in relationship with national and regional racial justice leaders from all communities and sectors to advance racial justice. *This will be realized by building sustainable, mutually beneficial partnerships, sharing strategies and tactics, being transparent about our missteps and shortcomings, and recognizing our roles as racial justice-driven government institutions.*

TACTICS

1. **Contribute to regional events and conferences:** Develop shared analysis, learning and planning with governments within the Northwest region, including King County and members of the Regional Equity & Inclusion Group.
2. **Support national racial justice initiatives within government:** Participate in events, peer exchanges and best practice resource-sharing organized by the Government Alliance for Race and Equity (GARE), Race Forward, PolicyLink, National League of Cities and other groups.

Jenny A. Durkan, Mayor
Mariko Lockhart, Director

Anti-Discrimination Policy

The City of Seattle operates its programs, services, employment, contracting, and activities without regard to race, color, national origin, disability, sex, age, in accordance with Title VI of the Civil Rights Act of 1964, as amended, Title II of the Americans with Disabilities Act of 1990, as amended, and applicable federal and local laws. Additionally, the City of Seattle prohibits discrimination in providing programs, services, or activities based on sexual orientation, gender identity, creed, religion, ancestry, political ideology, honorably discharged veteran or military status, participation in a Section 8 program, mother breastfeeding her child, and use of a service animal in public places, city employment, and contracting.

The City of Seattle is committed to:

- Prohibiting discrimination in programs, services, employment, and contracting,.
- Providing accommodations for people with disabilities to have an equal access to participation and benefit of City programs, services, and activities.
- Offering meaningful access to information, programs, and services in residents' preferred language.
- Promoting a workplace that provides equal employment opportunities for all and is free of discrimination, harassment, and retaliation (EEO)
- Providing reasonable accommodations for qualified employees with disabilities.
- Identifying and addressing, as appropriate, disproportionately high, and adverse human health and environmental effects, including social and economic effects of programs, services, or activities for minority populations and low-income populations (Environmental Justice)
- Applying the Racial Equity Toolkit to promote full and fair participation in public decision-making for all
- Increasing women- and minority-owned businesses (WMBE) participation in contracting and procurement activities

Any person who believes they have experienced unlawful discrimination, may file a complaint with the Seattle Office for Civil Rights online at: www.seattle.gov/civilrights/file-complaint or by phone: (206) 684-4500 or TTY: 7-1-1. Interpretation services are available.

For more information or to receive this document in an alternate format or languages, contact: Seattle Office for Civil Rights at: titleVI@seattle.gov or by phone (206)-684-4500 or visit: www.seattle.gov/civilrights/titlevi

To request ADA accommodations or file a disability-based discrimination complaint, please contact the Citywide ADA Coordinator at: adacoordinator@seattle.gov or by phone: (206) 684-2489 or TTY: 7-1-1. Interpretation services are available.

City of Seattle Non-Discrimination Policy



Title VI: Civil Rights Act of 1964

The City of Seattle ensures that no person shall be discriminated against in City programs and services based on their race, color, national origin, religion, sex, age, disability, sexual orientation, and other protected classes, in accordance with local and federal laws. If you experience discrimination and would like to file a complaint, contact the Seattle Office for Civil Rights.

La Ciudad de Seattle no discrimina por motivos de raza, color, nacionalidad u otras características protegidas por la ley. Para obtener más información o para presentar una demanda, comuníquese con la Seattle Office for Civil Rights (Oficina de Seattle para Derechos Civiles).

西雅圖市禁止基於種族、膚色、國籍或其他受保護特徵而歧視任何人。想瞭解更多資訊，或針對歧視事件提出投訴，請聯絡 Seattle Office for Civil Rights (西雅圖民權辦公室)。

Thành Phố Seattle không phân biệt đối xử dựa trên chủng tộc, màu da, nguồn gốc quốc gia và các đặc điểm được bảo vệ khác. Hãy liên hệ với Seattle Office for Civil Rights (Văn Phòng Quyền Công Dân Seattle) để tìm hiểu thêm hoặc để nộp đơn khiếu nại về phân biệt đối xử.

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titlivi@seattle.gov
seattle.gov/civilrights/titlivi

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Interpretation services are available.

Title II: Americans With Disabilities Act (ADA)

People with disabilities are entitled to equal opportunity to access City of Seattle services. To request ADA accommodations for a City service or to file a disability-based discrimination complaint, please contact the Citywide ADA Coordinator.

Las personas con discapacidad tienen derecho a la igualdad de oportunidades para acceder a los servicios de la Ciudad de Seattle. Para solicitar alguna acomodación o para presentar una demanda por discriminación por motivos de discapacidad, comuníquese con un coordinador de la Americans with Disabilities Act (ADA, Ley para Estadounidenses con Discapacidades).

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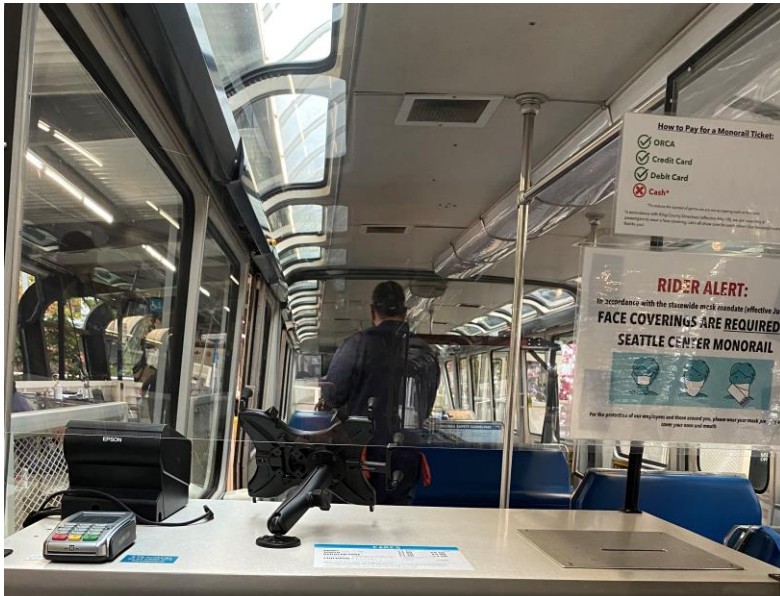
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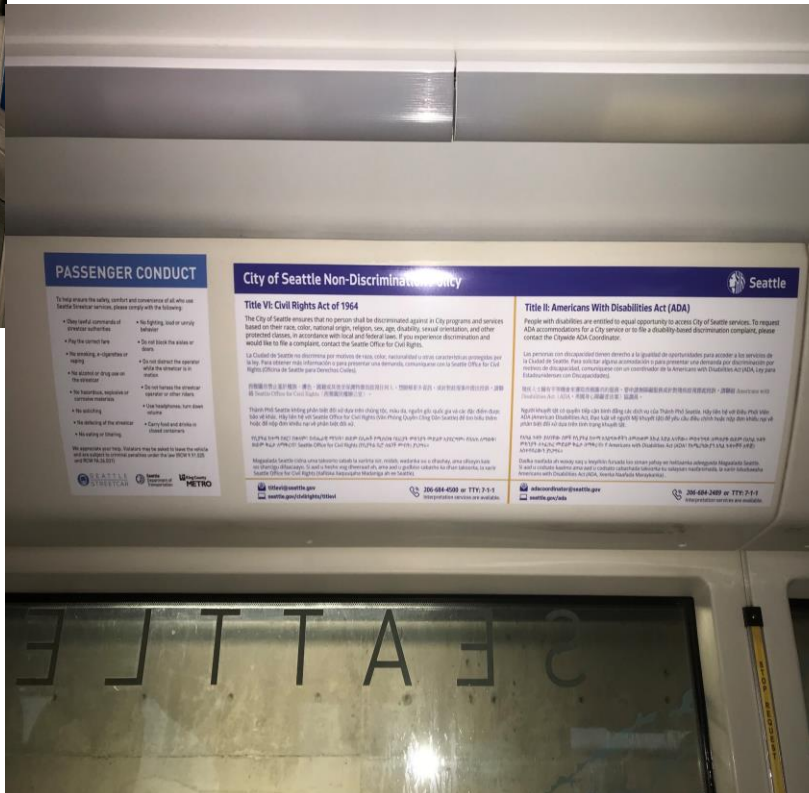
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City of Seattle Title VI Plan Seattle Office for Civil Rights

**December 2014
(Updated October 2018)**

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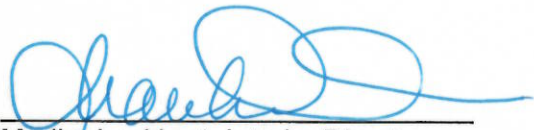
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Section I. Policy Statement, Authorities and Citations

A. Policy of Nondiscrimination

The City of Seattle (City) assures that no person shall on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City Sponsored program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, including programs and activities that do not receive federal financial aid.

In the event that the City distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor for compliance. The Director of the Seattle Office for Civil Rights (SOCR) is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulation (CFR) Part 200 and 49 CFR Part 21.



Mariko Lockhart, Interim Director
Seattle Office for Civil Rights

10/31/18
Date

B. Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

C. Additional Citations

Title VI of the Civil Rights Act of 1964; 42 U.S. Code (USC) 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; Department of Transportation (DOT) Order 1050.2; Executive Order (EO) 12250; EO 12898; 28 CFR Part 50.3



Mariko Lockhart, Interim Director
Seattle Office for Civil Rights

10/31/18
Date

D. Objectives

The objectives of the City of Seattle's Title VI plan are:

- To ensure that all persons, regardless of race, color, sex, or national origin receive the benefits of City programs, services and activities.
- To ensure the City of Seattle complies with Title VI and to assign responsibilities for ensuring compliance.
- To promote full and fair participatory decision-making.
- To ensure that limited English proficient (LEP) individuals are provided meaningful access to City programs, services and activities.
- To establish clear procedures for filing, investigating, and successfully resolving complaints on a timely basis.

E. Statement on Limited English Proficiency

Seattle attracts people from around the world. We welcome this diversity and take steps to ensure that those who come to Seattle can participate in and enjoy to the fullest all that our great City has to offer.

The City of Seattle is proud of its efforts to ensure that inclusion and fairness are a part of all of its activities. We are proactive in extending its services and programs to all who wish to participate, including Limited English Proficiency (LEP) residents.

We are committed to Title VI and fairness in contracting. By signing below, I reaffirm the City's efforts to reach out to the LEP community to ensure that they are a part of the City's democratic processes. This is a step I gladly take, as inclusion and fairness are an integral part of this City.



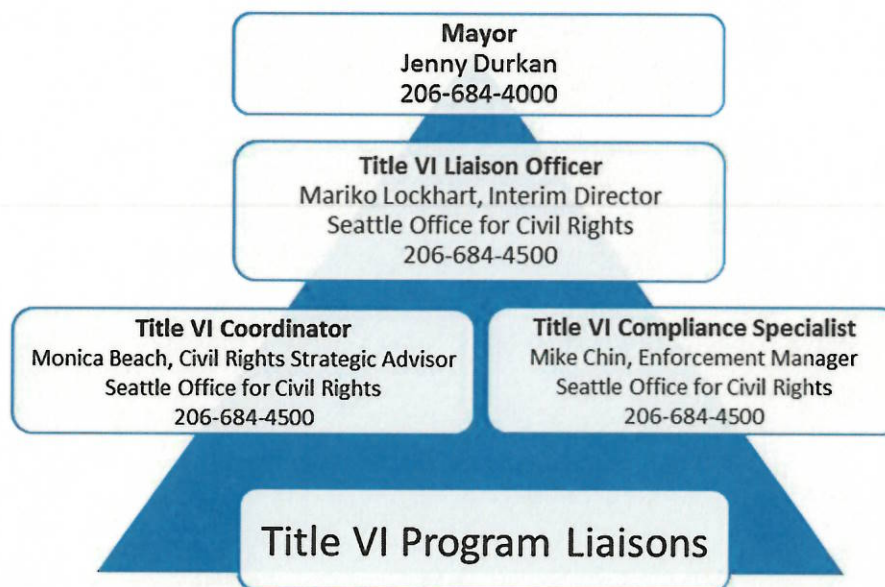
Mariko Lockhart, Interim Director
Seattle Office for Civil Rights

10/31/18

Date

Section II. Organization, Staffing and Structure

Organizational Chart & Title VI Program



Overview

The Mayor of Seattle is responsible for ensuring the implementation of the City's Title VI Program.

The Director of the Seattle Office for Civil Rights (SOCR) serves as the Title VI Liaison Officer, on behalf of the Mayor, and is responsible for the overall management of the Title VI Program and to ensure compliance with provisions of the City's policy of non-discrimination with the law. The Title VI Coordinator and the Title VI Compliance Specialist report directly to the Director of the Seattle Office for Civil Rights.

The Title VI Coordinator is responsible for the day-to-day administration of the program citywide.

The Title VI Compliance Specialist is responsible for handling complaints to ensure compliance with Title VI.

Several departments within the City lead activities important to informing the City's Title VI Plan. These program areas include the Office of Immigrant and Refugee Affairs that oversees the City's Interpretation and Translation Policy, the Department of Neighborhoods that oversees implementation of the Inclusive Outreach and Public Engagement Plan, the Seattle Department of Transportation that oversees Title VI coordination in relation to transportation activities, the Department of Finance and Administrative Services that coordinates the City's disadvantaged Business Enterprise and Women and Minority Business Enterprise compliance on construction and consultant contracts and the Seattle Office for Civil Rights that, in addition to citywide coordination of the Title VI Program, coordinates the City of Seattle Race and Social Justice Initiative. The Program Areas section includes greater detail on the roles and responsibilities of those City departments that work specifically on transportation and city contracting.

Title VI Coordinator and Title VI Compliance Specialist Responsibilities

The Title VI Coordinator and Title VI Compliance Specialist are responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations and the overall administration of the Title VI Program Plan and assurances (see Exhibit 2). This includes the completion of the following activities:

Title VI Coordinator:

- a) **Program Administration** – Administer the Title VI program and coordinate implementation of the plan. Working with Title VI program area liaisons and the SDOT Title VI Coordinator, ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess and update administrative procedures, staffing, and resources; provide recommendations as required to the Title VI Liaison Office and Mayor.
- b) **Data Collection** – Periodically review the statistical data gathering process performed by Title VI Program Area Liaisons and SDOT Title VI Coordinator to ensure sufficiency of data for meeting the requirements of the Title VI program administration.
- c) **Environmental Impact Statements** – Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by the City for projects receiving federal financial assistance.
- d) **Training Programs** – Conduct or facilitate training programs on Title VI current and new regulations for City employees; and facilitate Title VI training for appropriate staff, contractors and subrecipients.
- e) **Title VI Plan Update** – Review and update the Title VI Plan as needed or required. Present updated plan to the Mayor for approval.
- f) **Federally Required Reporting** - The Title VI Coordinator may periodically conduct reviews of the City's Title VI Program to assess for Title VI compliance, as well as special area programs reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions. This includes review of departmental reporting to federal agencies as required. The Title VI Coordinator, program area liaisons and the SDOT Title VI Coordinator will coordinate efforts to ensure that the requirements of Title VI are met.
- g) **Public Dissemination** – The Title VI Coordinator will work with City staff to develop and disseminate Title VI program information to City employees and subrecipients, including contractors, subcontractors, consultants, and subconsultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and annual publication of the City's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English. See Exhibit 1 for the City's Title VI Notice to the Public.
- h) **Disseminate Title VI Program Information** – Provide information to City employees, subrecipients, contractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements on the web and in other formats and ensure inclusion of Title VI language in City contracts.
- i) **Maintain Legislative and Procedural Information** – Federal laws, rules and regulations, the current City of Seattle Title VI Plan, and other resource information pertaining to the implementation and administration of the City's Title VI program will be maintained and updated by the Coordinator and Specialist. Information will be made available to other agencies or the public as requested or required.

Title VI Compliance Specialist:

- a) Complaints – Review and investigate Title VI complaints that may be received by the City of Seattle, following adopted procedural guidelines (see section V – Complaint Procedures). Ensure every effort is made to resolve complaints at the local or regional level.
- b) Elimination of Discrimination – Work with the Special Program Liaisons to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in any City processes.

Program Areas

Title VI Program Areas are listed below with each responsible department. Departments are responsible for designating staff to act as the Title VI Program Area Liaison to work with the Title VI Coordinator and the Title VI Compliance Specialist. The liaison(s) shall provide program monitoring, data collection, and reporting, as well as dissemination of Title VI information within their respective departments. While not all City departments are listed below, every City department is responsible for adherence to Title VI. For those departments not listed below, the department's Public Information Officer or other designee will assist with dissemination of Title VI materials to staff and the public.

Transportation - Seattle Department of Transportation (SDOT)

The Seattle Department of Transportation is responsible for all Title VI program areas pertaining to planning, environmental activities, right of way, construction and maintenance, and design of transportation infrastructure as well as transit services delivered through City-owned assets. SDOT is responsible for ensuring compliance and fulfilling the requirements set forth by the Federal Highway Administration in 23 CFR Part 200 and 49 CFR Part 21 and the Federal Transit Administration in Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipient* including compliance with assurances (see Exhibit 2) relating to City of Seattle transportation activities.

The SDOT Title VI Coordinator is responsible for the following activities relating to the Seattle Department of Transportation:

- a) Coordination – In partnership with the Seattle Center, coordinate oversight of Title VI compliance activities by the Seattle Monorail.
- b) Data Collection – Review the statistical data gathering process performed by staff to ensure sufficiency of data for meeting the requirements of the Title VI.
- c) Environmental Impact Statements – Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by the department for projects receiving federal financial assistance.
- d) Training Programs – In partnership with the City Title VI Coordinator, conduct or facilitate training programs on Title VI current and new regulations for department employees; and facilitate Title VI training for appropriate staff, contractors and subrecipients. A summary of training conducted will be reported in the annual update to WSDOT (for the Federal Highway Administration - FHWA).
- e) Title VI Plan Update – Provide necessary information to the City Title VI Coordinator for inclusion in the Title VI Plan. Review and update SDOT-related elements of the Title VI Plan as needed or required. Submit amended Plan to WSDOT (for FHWA) or other federal agencies as required.

Federally Required Reporting – The SDOT Title VI Coordinator will conduct reviews of SDOT's Title VI activities to assess for Title VI compliance and assist the City's Title VI Coordinator during periodic reviews. An annual executive summary will be submitted to the City Title VI Coordinator to review Title VI accomplishments achieved during the year. Annual reports are required per requirements set forth by WSDOT (for FHWA) and FTA. The SDOT Title VI Coordinator will be responsible for coordination and preparation of the report.

The SDOT Title VI Coordinator will coordinate an Annual FHWA Title VI Update of Accomplishments to be submitted to WSDOT (for FHWA) by October 1 of each year. The update will report on accomplishments and changes to the program during the preceding year and will also include goals and objectives for the upcoming year.

The SDOT Title VI Coordinator will coordinate the Triennial FTA Title VI Program Report to FTA to be submitted by the date outlined by the FTA.

City Contracting - Finance and Administrative Services, City Purchasing and Contracting Services (CPCS)

The Department of Finance and Administrative Services is responsible for all program areas pertaining to Disadvantaged Business Enterprise (DBE) and Women and Minority Business Enterprise (WMBE) compliance on construction and consultant contracts.

Responsibilities

Each department is responsible for the following:

- Ensure that all program area activities comply with Title VI;
- Ensure Title VI language is included in City contracts;
- Ensure that LEP and minority populations who will be affected by activities and projects receive meaningful access into the public awareness/involvement process through inclusive public involvement and plans for language and interpretation as necessary;
- Promote participation by and retain data on Disadvantaged Business Enterprises and Women and Minority Business Enterprises receiving City contracts;
- Provide supportive services to DBEs and WMBE's.
- Assist the City Title VI Coordinator in gathering DBE and WMBE information as needed for federal reporting requirements and for periodic reviews.
- Provide the SDOT Title VI Coordinator required data relating to DBE and WMBE as well as other Title VI activities for reports to WSDOT(FHWA) and the FTA.

Section III. Training

The Title VI Coordinator and the Title VI Compliance Specialist will make Title VI training available to employees, contractors, subrecipients, and special program area liaisons. The training will provide comprehensive information on Title VI provisions, application to program operations, and identification of Title VI issues and resolution of complaints. A summary of the training conducted will be reported in the annual update.

Section IV. Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities

Overview

Any person who believes they have faced unequal treatment or discrimination as to the receipt of benefits and/or services based on their race, color, national origin, or limited English proficiency has the right to file a written complaint under Title VI or for disability, under Title II of the Americans with Disabilities Act (ADA). Complaints based on protections afforded under other civil rights statutes, such as religion, sex, sexual orientation, gender identity, age, etc. should be filed with the Seattle Office for Civil Rights. For more information visit: <http://www.seattle.gov/civilrights/howtoocr.htm>

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by the City as well as to subrecipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

Procedure

1. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with the City of Seattle Office for Civil Rights. A formal complaint must be filed within 180 calendar days of the alleged occurrence. The City will not officially act or respond to complaints made verbally.
2. Upon receipt of the written complaint, the Title VI Compliance Specialist will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint.
3. If the complaint is against a subrecipient, consultant, or contractor under contract with the City, the appropriate department and/or agency shall be notified of the complaint within 15 calendar days.
4. Once the Title VI Compliance Specialist decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five calendar days of receipt of complaint. The complaint will be logged into the records of the Title VI Coordinator, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
5. The Title VI Compliance Specialist will provide the respondent with the opportunity to respond in writing to the allegations made by the complainant. The respondent will have 10 calendar days from receipt of notification to furnish a response to the allegations.
6. Within 90 days of receipt of the complaint, the SOCR investigator will prepare a written investigative report for the Title VI Compliance Specialist. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
7. The investigative report and findings of the complaint shall be reviewed by the Law Department. The Law Department may discuss the report and recommendations with the Coordinator and other appropriate departmental staff.

8. The recommendation shall be reviewed by the Title VI Compliance Specialist. The Title VI Compliance Specialist will then discuss the report with the Title VI Liaison Officer. The report will be modified as needed and made final for its release to the parties.
9. Once the investigative report and finding becomes final, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights. Briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
10. A copy of the complaint and the City's investigation report will be issued to WSDOT's External Civil Rights Branch (or the appropriate oversight agency) within 90 calendar days of the receipt of the complaint.
11. Both the complainant and respondent shall be advised of their rights to appeal the City's decision to WSDOT, U.S. Department of Transportation or U.S. Department of Justice. The complainant has 180 days after the City's final resolution to appeal to WSDOT and USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) of the final determination by the City will not be available.

Section V. Review and Remedial Action Procedures for Subrecipients, Consultants and Contractors

- A. **Title VI Review of Subrecipients of Federal Aid Highway Funds** – Program Area Liaisons, the SDOT Title VI Coordinator and the City Title VI Coordinator will assist WSDOT to periodically conduct FHWA Title VI compliance reviews. The Title VI Coordinator and Program Area Liaisons will review select recipients of federal aid funds, to ensure adherence to Title VI requirements (see Section VI). The Coordinator and Special Program Area Liaisons will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors and subrecipients, including Title VI language, provisions and related requirements, as applicable.
- B. **Post-Grant Reviews** – The Coordinator will collaborate with Special Program Area Liaisons to conduct periodic post grant reviews of select recipients of federal funds to ensure adherence to Title VI requirements (See Section VI). Appropriate staff will periodically confirm that operational guidelines provided to consultants, contractors and subrecipients include Title VI language and provisions and related requirements where applicable.
- C. **Remedial Action** - The City will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the federal aid funded programs at either the City or subrecipient levels, corrective action will be taken to resolve identified Title VI issues. The City will seek the cooperation of the consultant, contractor or other subrecipient in correcting deficiencies found during periodic reviews. The City will provide technical assistance and guidance on request to support voluntary compliance by the subrecipient. When conducting Title VI compliance reviews, the City will produce in writing any recommended remedial action agreed upon by the City and subrecipient and provide a copy of the letter within a period not to exceed 45 days.

Subrecipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a subrecipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the City will submit to WSDOT copies of the case file and a recommendation that the subrecipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ascertain if the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the subrecipient refuses to comply, the City and WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

Section VI. Promoting Inclusive Public Participation and Meaningful Access to those with Limited English Proficiency

Inclusive Outreach and Public Engagement

The City of Seattle is committed to promoting inclusive public participation. In 2008, the City passed Executive Order 05-08, Inclusive Outreach and Public Engagement and the Inclusive Public Engagement Policy, as part of the City's Race and Social Justice Initiative (see Attachment 2). The Executive Order directs City departments to perform outreach and public engagement to reflect the racial and cultural diversity of Seattle's residents and directs departments to develop a common approach to inclusive outreach and coordinate implementation Citywide. This policy also:

- sets a standard for inclusive outreach;
- assigns responsibilities for departments;
- calls for the development of a toolkit to provide guidance to staff;
- requires that this work adhere to the City's Interpretation and Translation Policy;
- requires that the plan receives periodic evaluation.

The City of Seattle Inclusive Outreach and Public Engagement Executive Order:

- Acknowledges the barriers that people of color and immigrant and refugee communities experience in accessing City government or participating in public process;
- Recognizes diversity as both a strength and opportunity;
- Affirms that a healthy democracy requires outreach and public engagement that considers our communities' racial, cultural, and socio-economic complexity.

The Department of Neighborhoods and the Seattle Office for Civil Rights coordinate the citywide implementation of the Inclusive Outreach and Engagement policy. This policy is designed to increase access to information, resources and civic processes by people of color, low-income residents, and immigrant and refugee communities through implementing racially and culturally inclusive outreach and public engagement processes.

The City's intentional and coordinated approach to inclusive outreach and public engagement ensures that:

- All stakeholders, both community and city departments, are considered and involved early in any new process.
- That the City hears and supports the diversity of races, cultures, gender identities, sexual orientations and socio-economic status that represent the people in our neighborhoods and business districts.
- That outreach and engagement is carried out in a manner that is respectful and appropriate for everyone.

The City's inclusive outreach and public engagement efforts align with Federal Title VI requirements: demographic analysis of the population(s) affected, rate of contact with City services for various groups, the importance of programs or services to people's lives, and the resources available to departments.

A Title VI Toolkit was developed to assist City staff and ensure meaningful outreach and engagement. More details on the City of Seattle's Inclusive Outreach and Public Engagement, including the Title VI Toolkit, can be found in Attachments 1 through 3.

Meaningful Access to those with Limited English Proficiency

The City of Seattle seeks to make its services and resources easily available and understandable to all Seattle residents, including non-English speakers. The percentage of foreign-born residents has increased significantly in the last three decades. In 1980, the foreign-born population constituted about eleven percent of Seattle's population. According to the U.S. Census, between 2008 and 2012 the foreign-born population had risen to 19 percent. To ensure that immigrant and refugee community members are able to access and benefit from City programs and services the City of Seattle launched the Immigrant and Refugee Initiative in 2007. As part of this work the City:

- Conducted a community needs assessment in 2007 with immigrant and refugee communities.
- Formed the Immigrant and Refugee Advisory Board (renamed the Immigrant and Refugee Commission in 2012).
- Created tools and resources (demographic data, language maps, list of vendors who can provide translation and interpretation services, staff training) that could be used by departments to improve their engagement with immigrant and refugee communities.
- Drafted and implemented a citywide translation and interpretation policy that provides guidance to departments on the use of translated materials and language interpreters (Appendix 3).

In 2012, the Office of Immigrant and Refugee Affairs was established and currently coordinates the City's efforts.

Implementation of the City's Interpretation and Translation policy complies with Title VI by taking into account:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient;
- (2) The frequency with which LEP persons come into contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the program to people's lives and;
- (4) The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

The City's efforts on inclusive outreach and public engagement coupled with its policy on interpretation and translation, work together to assist City staff in ensuring meaningful participation by communities of color and immigrant and refugee residents.

For more information on the City of Seattle's Translation and Interpretation Policy see Attachment 4.

Exhibits, Appendices and Attachments

Exhibit 1 – City of Seattle Title VI Notice to the Public.

The City of Seattle hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City of Seattle receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City of Seattle. Any such complaint must be in writing and filed with the City of Seattle Office for Civil Rights within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint forms may be obtained from the City of Seattle at no cost to the complainant by calling 206-684-4500 or emailing Ocr_Intake@Seattle.Gov.

Exhibit 2 – City of Seattle Title VI Assurance

The City of Seattle in the State of Washington, (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000D—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States, shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance through the Washington State Department of Transportation, including the U.S. Department of Transportation and Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:
The City of Seattle in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements

entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person whose signature appears on this document is authorized to sign this Assurance on behalf of the Recipient.

Appendix 1 – Title VI Assurances for Consultants, Contractors, SubContractors, Suppliers and Manufacturers.

The City of Seattle will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of federal financial assistance:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contract") agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations Relative to Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Seattle or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contract shall so certify to the City of Seattle, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Seattle and the Washington State Department of Transportation shall impose such contracts sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Seattle or the U.S.

Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Seattle enter into such litigation to protect the interests of the Agency and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix 2 – Granting and Habendum Clauses

When the City of Seattle is the recipient of real property, structures or improvements thereon, or interest therein from the United States, the following clauses shall be included in any and all deeds affecting or recording the transfer of property:

GRANTING CLAUSE

NOW, THEREFORE, the City of Seattle, as authorized by law, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the administration of Federal Aid for highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d –4) does hereby remise, release, quitclaim and convey unto the City of Seattle all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the City of Seattle, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the City of Seattle, its successors and assigns.

The City of Seattle, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and) 1(20) that the City of Seattle, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of transpiration and its assigns as such interest existed prior to this instruction.

Appendix 3 – Lease/Deed Provisions

Upon receipt of federal financial assistance to construct a facility or part of a facility, the Recipient agrees to include these clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by the City of Seattle pursuant to provisions of Title VI Assurances, item 7:

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the U.S. Department of transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Agency shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Seattle pursuant to the provisions of Title VI Assurances, Item 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the U.S. Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Agency shall have the right to terminate the lease, and to re-enter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued.

Attachment 1 – Inclusive Public Engagement Policy

Attachment A: Inclusive Public Engagement Policy

1. Purpose and Scope

The City of Seattle is committed to ending institutional racism and creating a city that is enriched by its diverse cultures, with civic participation by all community members. To this end, the City commits to developing and implementing outreach and public engagement processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. This policy is designed to increase access to information, resources and civic processes by people of color and immigrant and refugee communities through the implementation of racially and culturally inclusive outreach and public engagement processes.

2. Key Definitions

2.1 Public Engagement

Activities that intentionally enable community members to effectively engage in deliberation, dialogue and action on public issues and in the design and delivery of public services.

2.2 Outreach

Activities intentionally employed to make contact and potentially develop working relationships with specific individuals and/or groups for purposes including, but not restricted to, sharing information, education, or service provision

2.3 Community members

Residents, customers, business owners and others who live, work or otherwise engage in activities with the City of Seattle. More specific communities of interest may exist for a specific program or policy. Communities of interest may share a common geographical location, interest or attribute.

2.4 Outreach and Public Engagement Liaisons

City staff designated by their departments to serve as resources to conduct racially and culturally competent outreach and public engagement processes.

2.5 Culturally and racially inclusive outreach and public engagement

Public processes that ensure the participation of people of color, immigrant and refugee communities, and low income people in City outreach and public engagement processes.

2.6 Cultural relevancy

Programs, policies and/or procedures that respond to and are reflective of the needs of a person's and/or community's racial, ethnic, cultural and linguistic experiences.

2.7 Cultural competency

Behaviors and actions that reflect and respond effectively to the racial, ethnic, cultural and linguistic experiences of the communities involved with a particular program, policy or procedure.

2.6 RSJI Outreach and Public Engagement Consultant Roster

A list of RSJI outreach and public engagement consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement.

3 Policies

The City of Seattle should make reasonable efforts to implement the following policies:

3.1 Successful Outreach and Public Engagement

The purpose of all outreach and public engagement activities will be clearly identified. Outreach and public engagement activities will provide equitable opportunities for participation. Appropriate steps will be taken to eliminate institutionalized racism and promote a multicultural perspective. Activities will be conducted in accordance with the standards listed below:

- Outreach and public engagement processes are intentionally inclusive and culturally relevant and competent.
- Community members' investment of time is respected.
- Participants are kept informed of the results of their engagement.
- Communities' cultural assets and knowledge are recognized and utilized.

Guidelines for implementation of these standards will be contained in the Department of Neighborhoods Outreach and Public Engagement Toolkit.

3.2 Leadership and Coordination

The Seattle Office for Civil Rights and the Department of Neighborhoods will provide leadership on this policy and co-lead the implementation of the Outreach and Public Engagement Work Plan.

3.3 Outreach and Public Engagement Liaisons

Each department must designate a staff person to serve as an Outreach and Public Engagement Liaison.

3.4 Duties of Outreach and Public Engagement Liaisons

Outreach and Public Engagement Liaisons will coordinate their departments' outreach and public engagement strategies, in accordance with this policy.

3.5 Use of consultants for outreach and public engagement

When departments are in need of additional outreach and public engagement resources, consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement will be utilized. Such consultants will be listed on an Outreach and Public Engagement consultant roster.

3.6 Adherence to the City's Translation and Interpretation Policy

All outreach and public engagement processes also will adhere to existing policies outlined in the City's Translation and Interpretation Policy.

3.7 Resources

Departments will use their own Outreach and Public Engagement Liaisons as resources; when additional outreach and public engagement resources are

needed, departments will utilize the RSJI Outreach and Public Engagement consultant roster. Departments are to seek guidance from SOCR and DON staff.

Departments are responsible for the costs associated with using consultants listed in the Outreach and Public Engagement Contractor Roster.

3.8 Measuring success

The Outreach and Public Engagement Liaisons will ensure implementation of these policies and will develop and implement measures to track the success of these policies, including soliciting and responding to feedback from staff, community members and consultants on effectiveness of new Outreach and Public Engagement policies and procedures.

The City will review these policies in accordance with Race and Social Justice work plans and make adjustments as appropriate.



Office of the Mayor
City of Seattle
Gregory J. Nickels, Mayor

**Executive Order: 05-08
Inclusive Outreach and Public Engagement**

An Executive Order directing City departments to perform outreach and public engagement in a manner that reflects the racial and cultural diversity of Seattle. This Executive Order directs City departments to develop a common approach to outreach and public engagement and coordinate implementation Citywide.

WHEREAS, people of color, immigrant and refugee communities, and low-income people have faced barriers to resources and amenities, and to accessing information, or being included in public processes and public engagement; and

WHEREAS, the diversity of Seattle presents both opportunities and challenges in relation to outreach and public engagement, thus requiring consistent and coordinated strategies; and

WHEREAS, the City is committed to ending institutionalized racism in City government; and

WHEREAS, the City strives to create a city that is enriched by its diverse cultures, with civic participation by all community members; and

WHEREAS, the City invests significant resources in outreach and public engagement strategies, and seeks to maximize the efficiency and effectiveness of these methods; and

WHEREAS, a healthy democracy requires outreach and public engagement that takes into account our communities' racial, cultural, and socio-economic complexity; and

WHEREAS, the City aims to appropriately use community skills and expertise to enhance our outreach and public engagement efforts;

Executive Order 05-08
Inclusive Outreach and Public Engagement

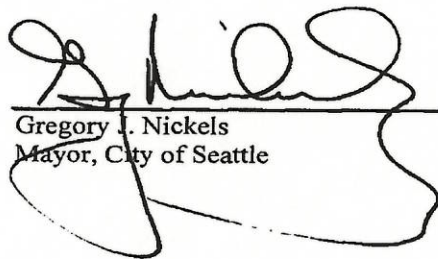
1

NOW, THEREFORE, I, GREGORY J. NICKELS, Seattle Mayor, do order that all City departments use practices that are inclusive of all persons in the Seattle community and that engage the public through effective outreach.

FURTHERMORE, I direct the Seattle Office for Civil Rights and the Department of Neighborhoods to co-lead implementation of this policy.

Inquiries regarding this Executive Order should be directed to the Race and Social Justice Initiative Manager in the Seattle Office for Civil Rights at (206) 684-4500.

Dated this 4th day of April, 2008



Gregory J. Nickels
Mayor, City of Seattle

Title VI Toolkit

Assessing programs and services

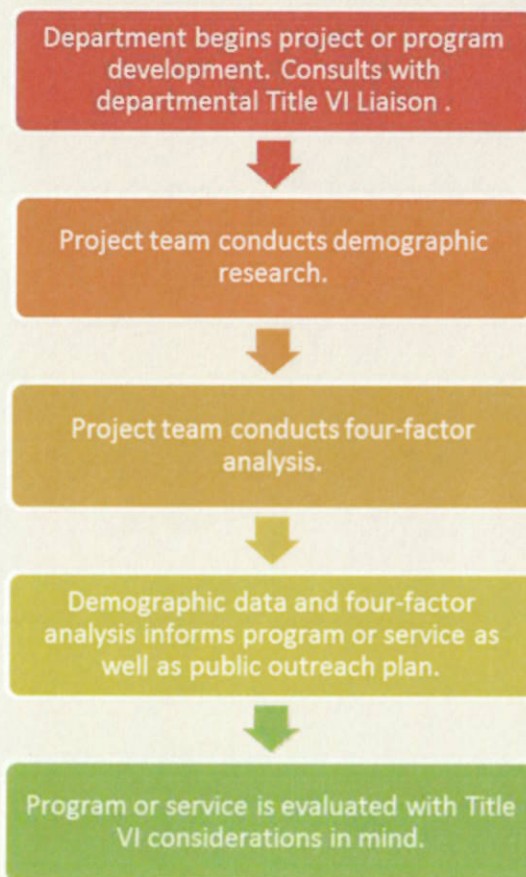


RACE & SOCIAL JUSTICE
INITIATIVE

The Title VI Toolkit is a resource to help guide the development of City programs and services to ensure inclusion and equity for all. The City of Seattle is committed to [Title VI of the Civil Rights Act](#) so that people of color, people with disabilities, low-income, limited-English proficient and other historically underserved groups have meaningful access to all of the City's programs and services.

The Title VI Toolkit should be used when developing programs and services. For more information on Title VI please contact the City's Title VI Coordinator, Monica Beach, (206) 684-4521, monica.beach@seattle.gov.

Toolkit Process



Title VI Toolkit Worksheet

Name of Program or Service: _____

Description: _____

Department: _____ Contact(s) with Title: _____

1. Are there impacts on geographic areas? ☐ Yes ☐ No

Check all neighborhoods that apply (see map on p.5).

☐ All Seattle neighborhoods

☐ Ballard

☐ North

☐ NE

☐ Central

☐ Lake Union

☐ Southwest

☐ Southeast

☐ Delridge

☐ Greater Duwamish

☐ East District

☐ King County (outside Seattle)

☐ Outside King County

Please describe:

2. What are the demographics of those living in the area or impacted by the issue?

Please include data relating to race, color, sex/gender, age, disability, national origin, limited English proficiency and people with low-incomes. Attach maps. Please include data by neighborhood districts and community reporting areas where possible. (See Data Resources p. 6. Community reporting area data can be found at: <http://www.seattle.gov/dpd/cityplanning/populationdemographics/aboutseattle/neighborhoods/default.htm>)

3. Limited English Proficient (LEP) Individuals - Four Factor Analysis

To ensure meaningful access to programs and services for people with limited English proficiency, please document the following (Attach to Public Participation Plan):

- The number or proportion of LEP persons served or encountering program/service.
- The frequency with which LEP persons come into contact with the program.
- The nature and importance of the program, activity, or service provided by the program.
- The resources available to the department (or costs required) to provide language assistance.

4. Public Participation Plan. What actions will ensure that there is inclusion and access regardless of race, color, income, sex/gender, age, disability, national origin and for those with limited English proficiency? Document who are your partners and what partnership looks like. Please attach a copy of your Public Engagement Plan. (See p. 4 for how to develop a Public Participation Plan)

5. Addressing barriers. What does data and your conversations with community members tell you about existing race and social inequities that influence people's lives and should be taken into consideration when planning for this program or service? (See Data Resources on p.6)

6. Title VI notice to the public. How have you provided the public and contractors with notice about the City's commitment to Title VI and nondiscrimination? *(Tips: post on webpage, at service counters, be sure to include translated notices as well)*

Given what you have learned from your data analysis and from community involvement:

7. What are potential unintended consequences? What benefits or burdens may result?

8. How will you address the impacts (including unintended consequences) on race and social equity? *(Attach Environmental Justice Analysis or other analysis done in response to this question.)*

9. How will you evaluate? What other methods will you use to evaluate and report impacts on equity over time? How will you retain community input and ensure public accountability?

10. What is unresolved? What resources or partnerships could strengthen this program or service to ensure greater equity?

Developing a Title VI Public Participation Plan

(Adapted from the Title VI Program of Bay Area Rapid Transit)

Step 1. Identify Target Populations and Public Engagement Needs

- Perform demographic analysis of the population *(Refer to analysis from questions 2 and 3 on p. 2 of this toolkit)*
- Identify significant populations for targeted outreach including language interpretation needs.
- Describe how an individual(s) who does not meet threshold for translation/interpretation per City policy will be able to participate in public engagement process? What steps will be taken to ensure everyone has meaningful access?

Step 2. Coordinate with City staff

- Consult with your department's Inclusive Outreach and Public Engagement Interdepartmental Team Liaison and determine the most appropriate form of outreach and determine the goals and objectives. If needed, coordinate with the Public Outreach and Engagement Liaisons (<http://www.seattle.gov/neighborhoods/engage/poel.htm>) via the Department of Neighborhoods.
- Develop a draft public participation strategy. For resources on how to engage stakeholders in your work see the Inclusive Outreach and Public Engagement Guide (<http://inweb/neighborhoods/outreachguide/>). Please be sure to apply the City of Seattle Interpretation and Translation Policy (<http://inweb/language/about.htm>) including ensuring interpretation and translation occurs when reach LEP thresholds of either 5% of the population or 1000 people in eligible service area.

Step 3. Coordinate and Seek Input from External Partners

- Identify partners. Partners can be community based organizations, commissions, advocacy groups, neighborhood groups, faith based groups and social service providers. Work to reach communities of color, people with disabilities, low income, and Limited English Proficient populations within the project area or who are impacted by the project.

Tip: Gather Community Input Through...

- Community meetings
- Focus groups
- Consulting with City commissions and advisory boards
- Consulting with RSJI Change Team

- Clearly explain the desired outcomes for the different public participation methods. Will you be sharing information, collecting input or setting community priorities? Be sure community members are clear on their role in the engagement process.
- Identify the best way to publicize activities, select meeting dates and venues, and determine translation needs.

Step 4: Conduct Outreach

- Publicize the outreach activities, identify performance measurements and set targets for participation from the area.
- Ensure that flyers, notices and other outreach methods clearly describe the issue and purpose of the meeting or public participation activity.
- Translate outreach documents, and provide language interpretation services at the activity per City policy.

Step 5. Compile, Review and Report Results

- Continue to review the participation goals established at the beginning of strategy development and monitor progress and performance.
- Regularly update the community on the status of the issue and identify additional opportunities for community input.
- Make sure the community is aware of key decision-making activities, such as public meetings, where action would be taken, so community members can see how the decision was made.
- Communicate the results back to the community, providing a record of the number and characteristics of participants and date, time and location of meetings, and describing the rationale for how and why suggestions made through community input were or were not implemented.



Data Resources

City of Seattle Seattle's Population and Demographics at a Glance:

http://www.seattle.gov/dpd/Research/Population_Demographics/Overview/default.asp

Website updated by the City Demographer. **Includes:** Housing Quarterly Permit Report • **Employment data** • 2010 Census data • **2006-2010 American Community Survey** • 2010 Census: Demographic highlights from the 2010 Census; Basic Population and Housing Characteristics Change from 1990, 2000, and 2010 – PDF report of counts of population by race, ethnicity and over/under 18 years of age as well as a total, occupied and vacant housing unit count; Three-page subject report – PDF report of detailed population, household and housing data • American Community Survey: **2010 5-year estimates and 2009 5-year estimates** • Census 2000 • Permit Information: Comprehensive Plan Housing Target Growth Report for Urban Centers and Villages; Citywide Residential Permit Report • Employment Information: Comprehensive Plan Employment Target Growth Report for Urban Centers and Villages; Citywide Employment 1995-2010 • The Greater Seattle Datasheet: a report by the Office of Intergovernmental Relations on many aspects of Seattle and its region.

SDOT Census 2010 Demographic Maps (by census blocks): Race, Age (under 18 and over 65) and Median Income http://inweb/sdot/rsji_maps.htm

Seattle's Population & Demographics Related Links & Resources (From DPD website: http://www.seattle.gov/dpd/Research/Population_Demographics/Related_Links/default.asp)

Federal

- [American FactFinder](#): The U.S. Census Bureau's main site for online access to population, housing, economic, and geographic data.
- [Census 2000 Gateway](#): The U.S. Census Bureau's gateway to Census 2000 information.

State

- [Washington Office of Financial Management](#): OFM is the official state agency that provides estimates, forecasts, and reports on the state's population, demographic characteristics, economy, and state revenues.

Regional

- [Puget Sound Regional Council](#): PSRC is the regional growth management and transportation planning agency for the central Puget Sound region in Washington State.

County

- [King County Census Viewer](#): A web-based application for viewing maps and tables of more than 100 community census data indicators for 77 defined places in King County.
- [King County Department of Development and Environmental Services](#): the growth management planning agency for King County.
- [Seattle & King County Public Health - Assessment, Policy Development, and Evaluation Unit](#): Provides health information and technical assistance, based on health assessment data
- [King County Opportunity Maps: A Study of the Region's Geography of Opportunity](#). Opportunity maps illustrate where opportunity rich communities exist, assess who has access to those neighborhoods, and help to understand what needs to be remedied in opportunity poor neighborhoods. Puget Sound Regional Council.

City

- [The Greater Seattle Datasheet](#): A Seattle fact sheet courtesy of the City of Seattle's Office of Intergovernmental Relations.

Related Resources

City of Seattle

Title VI Plan

<http://www.seattle.gov/civilrights/title-vi-notice-of-nondiscrimination/plan>

Title II of the American with Disabilities Act

<http://www.seattle.gov/civilrights/people-with-disabilities>

Seattle Race and Social Justice Initiative

<http://www.seattle.gov/rsji>

Department of Justice

Title VI

<http://www.justice.gov/crt/about/cor/coord/titlevi.php>

Federal Transit Administration

Title VI

<http://www.fta.dot.gov/12328.html>

Environmental Justice Policy Guidance for Federal Transit Administration Recipients

http://www.fta.dot.gov/12347_14823.html

Americans with Disabilities Act

<http://www.fta.dot.gov/civilrights/12325.html>

Washington State Department of Transportation

Title VI and Environmental Justice

<http://www.wsdot.wa.gov/EqualOpportunity/InternalCivilRights/titlevi.htm>

Attachment 4 – Translation and Interpretation Policy

1



City of Seattle
Gregory J. Nickels, Mayor

Translation and Interpretation Policy

1. Purpose and Scope

The City of Seattle is committed to responsive government and the provision of quality customer service. This involves, in part, making reasonable efforts that City services and information about those services are provided in a manner that is accessible, relevant and timely. This policy on translation and interpretation is designed to promote fair and equitable access to City services for individuals with limited English proficiency.

2. Key Definitions

For the purpose of this policy, the following definitions should apply.

2.1 Limited English Proficiency (LEP)¹:

A person with limited English proficiency (LEP) cannot speak, read, write or understand the English language at a level that permits him or her to interact effectively with City staff.

Individuals who communicate with American Sign Language are covered in this definition, although other Federal laws and regulations such as the Americans with Disabilities Act apply and should be considered separately.

2.2 Translation:

Translation is the conversion of written communication from one language to another in a written form. An accurate translation is one that conveys the intent and essential meaning of the original text.²

2.3 In-person Translation

¹ City of Minneapolis, Minneapolis in Any Language Manual, p. 14 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_Service.pdf#search=%22%22A%20person%20with%20limited%20English%20proficiency%20LEP%20cannot%20speak%22%22

² City of Minneapolis, Minneapolis in Any Language Manual, p. 38 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_InterpreterAndTranslation.pdf#search=%22%22Translation%20%20the%20conversion%20of%20written%22%22

Translation and Interpretation Policy

In-person translation is the conversion of written communication to oral rendition from one language to another preserving the intent and meaning of the original message.

2.4 Interpretation:

Interpretation is the oral rendition of a spoken message from one language to another, preserving the intent and meaning of the original message.³

2.5 Employee Language Bank

The Employee Language Bank is an internal resource that lists City employees who have volunteered their foreign language skills and time to assist with the short-term, usually under an hour, language needs of persons seeking access to City services and City departments.

An employee who works for the Language Bank should not be asked to interpret or translate sensitive or critical information. The City specifically disclaims and advises residents not to rely on the translation or interpretation of sensitive or critical information that is not done by a professional or court certified translator or interpreter.

2.6 Language Line

The Language Line is a commercial interpretation service accessed through the telephone.

2.7 Vital Documents

Vital Documents are documents that provide essential information for accessing basic City services and benefits. Examples of vital documents include:

- Consent and complaint forms
- Notices of eligibility criteria, rights, denial, loss, or decreases in benefits or services
- Notices of availability of free language assistance
- Summary explanations of department's direct services

2.8 Critical Information

³ City of Minneapolis, Minneapolis in Any Language Manual, p 24 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_InterpretingAndTranslation.pdf#search=%22%22Interpretation%20is%20the%20translation%20of%20a%20spoken%22%22

Critical information could be written or oral that may have life and death implications. For example, emergency evacuation messages are considered critical.

2.9 Sensitive Information

Sensitive information is information of a confidential or proprietary nature, or information that impacts, expounds on or references the rights or responsibilities of the City or the resident under federal, state or local law, or that could potentially expose the City to legal action, or information could have a potentially financial impact on City, the person seeking translation or interpretation services, or another person or entity.

2.10 Primary Languages

Primary languages are languages other than English spoken by the largest numbers of City residents, based upon data from the Federal Census, Seattle Public Schools, Seattle Municipal Court, and City Call Centers. These languages are broken into two tiers. The first tier includes the top seven languages spoken in Seattle and the second tier includes languages spoken by at-least 2000 Seattle residents.

The 1st tier languages are:

Spanish, Vietnamese, Cantonese, Mandarin, Somali, Tagalog, and Korean

The 2nd tier languages are:

Cambodian, Amharic, Oromo, Tigrinya, Laotian, Thai, and Russian

3. Policies

The City of Seattle should make reasonable efforts to implement the following policies:

3.1 Translation

- 3.11 City Departments should translate vital documents into the 1st tier languages spoken by substantial residents of the City of Seattle. Documents containing critical information should be translated into the 2nd tier languages as well.
- 3.12 City Departments that are conducting major projects in a neighborhood where 5% of the population consist of a specific language group, based on the current census data, should translate and distribute documents relevant to the project in that language (s).

- 3.13 If a department is providing a targeted service to a particular language group, information about the service should be translated into the language.
- 3.14 Departments, at their own discretion, can translate documents other than vital documents and translate documents into languages other than the 1st tier languages.
- 3.15 All the aforementioned should be provided to City residents free of charge.

3.2 Interpretation

- 3.21 City Departments should use the Language Bank or the Language Line, where appropriate, for interpretation to assist and inform residents about direct City services.
- 3.22 Invitations to community meetings called by the City should inform the public in 1st tier languages that interpreters may be provided, if possible, at the meeting if the City receives a request five working days prior to the event.
- 3.23 Neighborhood specific events should provide interpreters in the languages where 5 % of the residents represent a language group, based on the current census data, and when it is requested 5 days prior to the event.
- 3.24 Departments, at their own discretion, may provide interpreters more frequently than is required in this policy.

3.3 General Disclaimer on Translation and Interpretation

The City should make reasonable efforts to provide translation and interpretation services so that City services are reasonably accessible for individuals with limited English proficiency. However, the circumstances of individuals may vary so widely that no particular person should rely solely upon the Employee Language Bank or any commercial, telephone-based interpretation service. City efforts at translation and interpretation are not substitutes for competent translation and interpretation services obtained by individuals interested in accessing City services. The City cannot warrant that translation and interpretation services provided under this policy should be adequate for the purposes of every individual in every circumstance and disclaims any liability alleged to arise from such services.

3.4 Resources

- 3.41 For requests that involve the interpretation of information that is neither sensitive nor critical, a City staff should first use the Employee Language Bank. If possible, a City Department should first seek employees in the

Language Bank from its own department to satisfy a request because a Department employee may have greater familiarity with the Department's policies and procedures.

3.42 If City employees with the appropriate language skills are not available or the interpretation should require additional time, language providing service or professional and/or certified interpreter under contract with the City should be used. Interpretation of a more complex and/or technical nature should be done by a professional and/or certified interpreter.

3.43 The translation of any written documents should be done by a professional under contract with the City for interpretation and translation services.

3.5 Policy Statement for Competency

3.51 The City is committed to using competent, trained and culturally sensitive translators and interpreters. This policy is for both volunteer City and professional/court certified translators and interpreters.

3.52 Seattle residents may use their own interpreters for information that is neither sensitive nor critical.

3.53 For reasons of accuracy, confidentiality, and family dynamics, minor children (under 18) should not translate or interpret vital documents for family members or other limited English speakers.

3.6 Documents Bank

For purposes of education and efficiency, Department Of Information Technology will maintain an online bank of translated documents that can be shared by every department.

3.7 Accountability Policy

3.71 The City should monitor by department levels of service and cost of these services. This should be done through each department's accountability agreement, departmental translation/interpretation liaisons, and City-wide coordination.

3.72 The City should solicit feedback and comments from staff, the immigrant and refugee communities and translation and interpretation contractors on the effectiveness of these policies.

3.73 The City should review periodically this policy and make adjustments, as appropriate, based on changing demographics and other factors.

Section I Policy Statement

The City of Seattle updated its Title VI Plan in March of 2015 as part of a corrective action following an FTA review. The plan was received and approved by the FTA as of the last Triennial Review performed in 2017. The Policy Statement is posted on the City of Seattle website at: <http://www.seattle.gov/civilrights/title-vi-notice-of-nondiscrimination/plan>.

For more information please refer to Attachment x.

Section II Organization, Staffing, and Structure

A. Organization

The 2020 Title VI Plan set out a new organizational structure that created a designated role for compliance. Central, citywide efforts are led and coordinated through the Seattle Office of Civil Rights (SOCR). The Citywide Title VI Coordinator is responsible for coordinating and implementing Title VI requirements across all City departments, ensure compliance, conduct annual training, provide technical assistance to city departments and the public. The Title VI Compliance Specialist is responsible for handling citywide Title VI complaints from the public which includes assessing complaints, initiating investigations, facilitating resolutions, and completing investigations. The SDOT Title VI Program Lead monitors compliance provides staff training on Title VI and fulfills reporting requirements. The Citywide Title VI Coordinator and SDOT Title VI Program Lead meet regularly to review Title VI compliance and alert the Title VI Administrator of any pressing issues.



TABLE 1. City of Seattle Title VI Structure

In July 2020, SDOT hired a Title VI Program Lead in the Department’s Office of Equity and Economic Inclusion. The SDOT Title VI Program Lead works in unison with SDOT’s Grants Oversight Manager, and City’s Title VI Compliance Specialist on fulfilling reporting requirements. Staffing changes that have taken place include new staff assignments.

B. Structure

The current structure for Title VI work highlights regular coordination and collaboration between the SDOT and the Seattle Office for Civil Rights (SOCR). Specifically, the SDOT Title VI Coordinator has access to and regular check ins with the citywide Title VI Coordinator and SDOT Grants Oversight Manager.

Title VI Organizational Chart

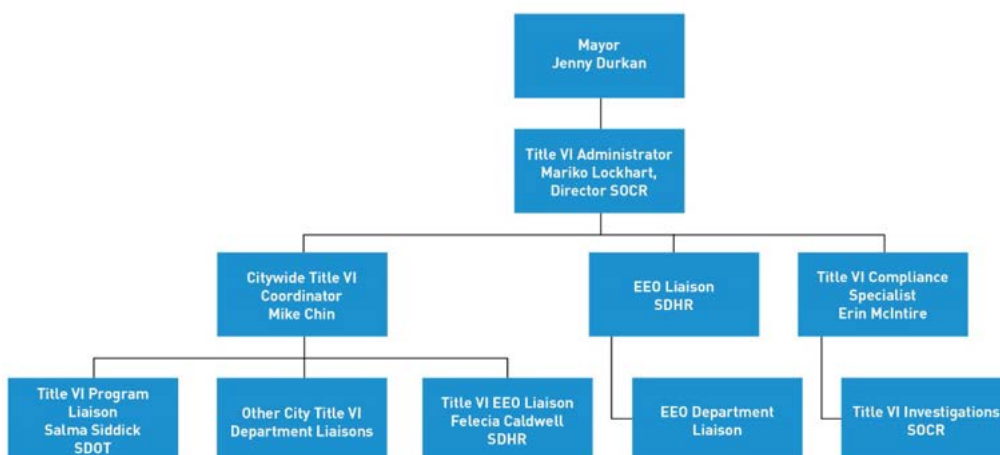


Table 2. City of Seattle Interdepartmental Title VI Coordination

Section III TITLE VI Monitoring & Review Process

A. Actions to Promote Internal & External Compliance with TITLE VI

1. External

The following actions and reviews took place in FFY 2020 to promote compliance with Title VI: In 2020, the City of Seattle updated its Title VI non-discrimination notice, Title VI Plan, complaint process, and Language Access Plan (LAP). The City of Seattle continues to notify the public of their rights under Title VI of the Civil Rights Act and the City’s obligation to fulfill these duties through its Title VI Notice of Nondiscrimination. The new notice will be sent to departments across the City and included information on protections under Title VI and other civil rights laws, how to receive more information on the City’s Title VI program, and how to file a complaint with the Seattle Office for Civil Rights (SOCR) if customers, contractors, subcontractors, or city employees feel they have been discriminated against. The Seattle Office

for Civil Rights updated the Title VI web page, to include in depth information on Title VI and designated email address TitleVI@seattle.gov to handle Title VI questions or complaints from the public and city departments. Title VI non-discrimination notice is also included on Seattle Department of Transportation project websites, the [Office of Equity & Economic Inclusion webpage](#), in City facilities that are open to the public and in places of service, and the Seattle Streetcar and the Seattle Monorail. See Attachment x (photos of postings in Streetcar and Seattle Monorail).

Title VI notices are translated based on the City of Seattle's Office of Immigrant and Refugee Affairs, (OIRA) pursuant to the Language Access Program requirements (see attachment x). The program identified languages other than English spoken by the largest number of city residents, based upon data from the U.S. Census Bureau, American Community Survey, Seattle Public Schools, Seattle Municipal Court, and departmental data. Tier 1 languages were identified, and the notices were translated into Spanish, Chinese, Vietnamese, Amharic, and Somali. See Attachment x for more details and [Attachment x for the Title VI poster](#).

The Title VI Notice is also posted on the following web pages:

- Seattle Department of Transportation:
<https://www.seattle.gov/transportation/about-us/office-of-equity-and-economic-inclusion>
- Seattle Office for Civil Rights Title VI webpage:
<https://www.seattle.gov/civilrights/TitleVI>

The SOCR Title VI website includes [protections under the law](#), [information on the Title VI program](#), [information on how to file a complaint](#), and a [link to the complaint form](#).

- Seattle Waterfront:
<https://waterfrontseattle.org/get-involved/contact-us>
- Seattle Monorail:
<http://www.seattlemonorail.com/notice-of-nondiscrimination/>
- Seattle Streetcar:
<https://www.seattle.gov/transportation/getting-around/transit/streetcar/accessibility>

Trainings

SDOT and SOCR continue to conduct and collaborate on Title VI trainings for SDOT staff. Trainings include a Title VI overview, responsibilities, monitoring, and compliance requirements.

Jenny A. Durkan, Mayor
Mariko Lockhart, Director

Title VI Complaint Process

The Seattle Office for Civil Rights (SOCR) is responsible for civil rights compliance and monitoring which includes ensuring that City of Seattle departments, contractors and sub-recipients regardless of their tier must abide by Title VI of the Civil Rights Act of 1964, as amended.

Step 1: Contact Us.

If you believe the City of Seattle has discriminated against you on the basis of race, color, national origin, disability, sex, or age in employment, public places, and contracting, you may file a complaint with the Seattle Office for Civil Rights. Complaints must be received within 180 days of the alleged incident. Title VI complaints can be filed online at: www.seattle.gov/civilrights/file-complaint or by phone: (206) 684-4500 or TTY: 7-1-1.

Step 2: Let's Talk.

We will schedule some time to discuss your situation to decide whether there is sufficient information for a Title VI complaint.

Step 3: Complaint

If there is sufficient information to open an investigation, SOCR will draft a complaint for you to sign. The City of Seattle department will be notified of this complaint.

Step 4: Early Resolution

You and the City of Seattle department will have an opportunity to participate in early resolution to address the complaint. Early resolution requires voluntary consent by all parties.

Step 5: Investigation

If early resolution is unsuccessful, the case will be assigned to an investigator to gather information, conduct interviews, and apply a legal analysis to the facts within 100 days from the date the complaint is filed.

Step 6: Determination

As a neutral fact-finding agency, SOCR will decide whether there is enough evidence to support a 'reasonable cause' finding that a Title VI violation occurred.

Appeal Process

If you believe the investigation is inadequate or our 'no reasonable cause' finding is not supported by a majority of the evidence, you may submit an appeal to the Seattle Human Rights Commission within 30 days from the date of SOCR's finding.

File a Federal Complaint

You may file a Title VI complaint directly with the U.S. Department of Transportation by contacting the Department at: U.S. Department of Transportation, Federal Transit

Administration's Office of Civil Rights: Complaint Team, East Building, 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590 or call 888-446-4511.

Charge Filed	Case Type	Issue	Basis	Outcome
03/17/2017	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Disability	Predetermination Settlement Agreement
04/10/2017	City Employment	Failure to Hire	Disability	No Reasonable Cause
05/03/2017	City Employment	Different Terms and Conditions	Race	No Reasonable Cause
05/25/2017	City Employment	Failure to Accommodate; Retaliation	Disability	No Reasonable Cause
06/05/2017	City Employment	Different Terms and Conditions	Age	Administrative Closure
06/22/2017	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Disability	No Reasonable Cause
08/15/2017	City Employment	Failure to Hire	Sex	No Reasonable Cause
11/06/2017	City Employment	Failure to Hire	Sex	Predetermination Settlement Agreement
11/29/2017	City Employment	Failure to Hire	Age; Race	Withdrawal
12/14/2017	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Disability	Withdrawal with Benefits
01/16/2018	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Sex	Successful Conciliation
01/17/2018	City Employment	Different Terms and Conditions	National Origin; Race	Withdrawal
01/30/2018	City Employment	Failure to Hire	Race	Predetermination Settlement Agreement
02/13/2018	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Race; Disability	Administrative Closure
04/11/2018	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Disability	Predetermination Settlement Agreement
05/10/2018	City Employment	Different Terms and Conditions; Failure to Hire	Race	No Reasonable Cause
05/29/2018	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Race	No Reasonable Cause
06/05/2018	City Employment	Different Terms and Conditions; Retaliation	Race; Sex	No Reasonable Cause
06/07/2018	City Employment	Failure to Hire	Race	Withdrawal
06/15/2018	City Employment	Failure to Hire	Age; National Origin; Race	No Reasonable Cause
06/22/2018	City Employment	Different Terms and Conditions; Retaliation	Sex	No Reasonable Cause
06/26/2018	City Employment	Different Terms and Conditions	Race	No Reasonable Cause
07/30/2018	City Employment	Different Terms and Conditions	Sex	Withdrawal with Benefits
10/02/2018	City Employment	Failure to Hire	Age; Sex	Open
10/15/2018	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Race	No Reasonable Cause
01/07/2019	City Employment	Constructive Discharge; Different Terms and Conditions; Failure to Accommodate	Disability	Predetermination Settlement Agreement
02/23/2019	Public Accommodations	Denial of Full Enjoyment of Services or Facilities	Disability	Predetermination Settlement Agreement
02/28/2020	City of Seattle Employment Discrimination (CE)	Failure to accommodate; retaliation	Disability	Open
05/20/2020	Public Accommodations (AC)	Denial of full enjoyment of services	National origin	No reasonable cause
07/16/2020	City of Seattle Employment Discrimination (CE)	Different terms and conditions; retaliation	Race	Open

2017 Type of Case	Race	National Origin	Color	Sex	Disability	Age
Public Accommodations	0	0	0	0	3	0
City Employment	2	0	0	2	2	2

2018 Type of Case	Race	National Origin	Color	Sex	Disability	Age
Public Accommodations	3	0	0	1	1	0
City Employment	7	2	0	4	0	2

2019 Type of Case	Race	National Origin	Color	Sex	Disability	Age
Public Accommodations	0	0	0	0	0	0
City Employment	0	0	0	0	2	0



Inclusive Public Engagement Policy

1. Purpose and Scope

The City of Seattle is committed to ending institutional racism and creating a city that is enriched by its diverse cultures, with civic participation by all community members. To this end, the City commits to developing and implementing outreach and public engagement processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. This policy is designed to increase access to information, resources and civic processes by people of color and immigrant and refugee communities through the implementation of racially and culturally inclusive outreach and public engagement processes.

2. Key Definitions

2.1 Public Engagement

Activities that intentionally enable community members to effectively engage in deliberation, dialogue and action on public issues and in the design and delivery of public services.

2.2 Outreach

Activities intentionally employed to make contact and potentially develop working relationships with specific individuals and/or groups for purposes including, but not restricted to, sharing information, education, or service provision

2.3 Community members

Residents, customers, business owners and others who live, work or otherwise engage in activities with the City of Seattle. More specific communities of interest may exist for a specific program or policy. Communities of interest may share a common geographical location, interest or attribute.

2.4 Outreach and Public Engagement Liaisons

City staff designated by their departments to serve as resources to conduct racially and culturally competent outreach and public engagement processes.

2.5 Culturally and racially inclusive outreach and public engagement

Public processes that ensure the participation of people of color, immigrant and refugee communities, and low income people in City outreach and public engagement processes.

2.6 Cultural relevancy

Programs, policies and/or procedures that respond to and are reflective of the needs of a person's and/or community's racial, ethnic, cultural and linguistic experiences.

2.7 Cultural competency

Behaviors and actions that reflect and respond effectively to the racial, ethnic, cultural and linguistic experiences of the communities involved with a particular program, policy or procedure.

2.6 RSJI Outreach and Public Engagement Consultant Roster

A list of RSJI outreach and public engagement consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement.

3 Policies

The City of Seattle should make reasonable efforts to implement the following policies:

3.1 Successful Outreach and Public Engagement

The purpose of all outreach and public engagement activities will be clearly identified. Outreach and public engagement activities will provide equitable opportunities for participation. Appropriate steps will be taken to eliminate institutionalized racism and promote a multicultural perspective. Activities will be conducted in accordance with the standards listed below:

- Outreach and public engagement processes are intentionally inclusive and culturally relevant and competent.
- Community members' investment of time is respected.
- Participants are kept informed of the results of their engagement.
- Communities' cultural assets and knowledge are recognized and utilized.

Guidelines for implementation of these standards will be contained in the Department of Neighborhoods Outreach and Public Engagement Toolkit.

3.2 Leadership and Coordination

The Seattle Office for Civil Rights and the Department of Neighborhoods will provide leadership on this policy and co-lead the implementation of the Outreach and Public Engagement Work Plan.

3.3 Outreach and Public Engagement Liaisons

Each department must designate a staff person to serve as an Outreach and Public Engagement Liaison.

3.4 Duties of Outreach and Public Engagement Liaisons

Outreach and Public Engagement Liaisons will coordinate their departments' outreach and public engagement strategies, in accordance with this policy.

3.5 Use of consultants for outreach and public engagement

When departments are in need of additional outreach and public engagement resources, consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement will be utilized. Such consultants will be listed on an Outreach and Public Engagement consultant roster.

3.6 Adherence to the City's Translation and Interpretation Policy

All outreach and public engagement processes also will adhere to existing policies outlined in the City's Translation and Interpretation Policy.

3.7 Resources

Departments will use their own Outreach and Public Engagement Liaisons as resources; when additional outreach and public engagement resources are needed, departments will utilize the RSJI Outreach and Public Engagement consultant roster. Departments are to seek guidance from SOCR and DON staff.

Departments are responsible for the costs associated with using consultants listed in the Outreach and Public Engagement Contractor Roster.

3.8 Measuring success

The Outreach and Public Engagement Liaisons will ensure implementation of these policies and will develop and implement measures to track the success of these policies, including soliciting and responding to feedback from staff, community members and consultants on effectiveness of new Outreach and Public Engagement policies and procedures.

The City will review these policies in accordance with Race and Social Justice work plans and make adjustments as appropriate.

[PROJECT NAME] PUBLIC INVOLVEMENT PLAN

LAST UPDATED: MONTH DAY, YEAR



BACKGROUND

[Appendix A: Project Area Map & Locations](#)
[Appendix \[Letter\]: Context & Project History \(Optional by project\)](#)

Provide a paragraph of context on the project. Briefly state the project location. Describe the current scenario and benefits of this project. If the information is extensive, consider adding a Context & Project History appendix to the PIP.

KEY MESSAGES

- List the primary messages SDOT will convey throughout the life of the project. Try to capture multiple angles, aspects of the project, or rationale.
- XXX
- XXX

PROJECT TEAM

Project manager: Name
Engineer: Name
PIO: Name
Outreach support: Name (this field title may change depending on the project team and required support)

PUBLIC OUTREACH

- Objectives
- XXX
 - XXX
 - XXX
 - XXX

- Anticipated Concerns
[Appendix \[Letter\]: Anticipated Construction Impacts & Concerns \(Optional by project\)](#)
- Be concise and group like concerns together (e.g. Construction impacts: Noise, parking restrictions, detours, etc.)
 - XXX

- Media & Stakeholders
[Appendix \[Letter\]: Stakeholder List](#)
- List several notable stakeholders or media outlets but keep this portion at 4-6 lines in length.
 - Types of stakeholders to highlight include: approximate number of adjacent property owners; schools and social organizations; community groups; agencies or City Departments;

Public Project Contact

Name: List PIO, Consultant, or 'Various'
Email: List the project email or PIO email

Demographics
[Appendix \[Letter\]: Demographic Information](#)

Zip code(s): XXXX Census tract(s): XXX Translation need(s): List Language (percent)

BUDGET

Total Funds \$ XX
Funding sources XXX
Funding dedicated to outreach/engagement XXX

PLANNED MAJOR OUTREACH ACTIVITIES

Appendix **[Letter]**: Activities Log & IOPE Elements

When	What	Why	Complete
List month/year in milestone (e.g. 60% design) or number weeks before construction if no date is known	Describe the activity succinctly (e.g. Letters to property owners within 1 block radius)	Briefly explain why this activity addresses the project's objectives	<input type="checkbox"/>
90% design	Letters to property owners within 2 block radius to introduce project	Orient stakeholders early and provide room for feedback	<input type="checkbox"/>
10 weeks before construction	Make construction information available on project webpage; press release to local media	Ensure the public has access to the most current information	<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
Ongoing activities			<input type="checkbox"/>

SCHEDULE & MAJOR MILESTONES

30% | TBD

We are here

60% | TBD

90% | TBD

Construction: | TBD

What is happening now: ☐ List planning/preparation activities that can be completed now
☐ For example: collecting mailing list, drafting web content, etc.

Webpage: **URL:** List the project URL even if it isn't live (or: not applicable)

Live? Yes or No

PLEASE NOTE

This is a living document intended to guide SDOT staff through the public involvement process. The contents of this Public Involvement Plan cover sheet are intended to provide an overview of the public involvement/ outreach plan, but in some cases does not demonstrate the full extent of work. In such cases, the appendices should be referenced for a full project description.

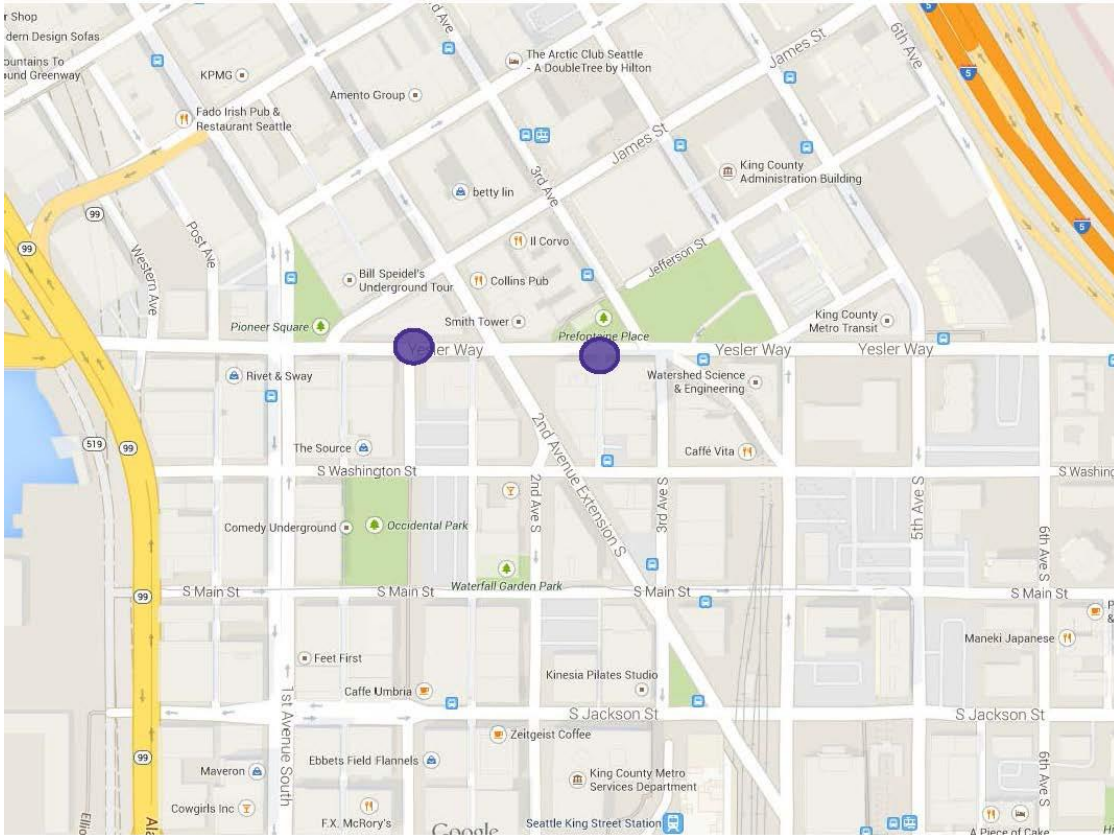
SDOT is committed to being efficient, effective, and responsible. This document is guided by the Inclusive Outreach and Public Engagement (IOPE) policy and illustrates a methodology that aims to build strong and sustainable relationships and partnerships.

Please check with the project manager or public information officer to ensure that you have the latest version of the Public Involvement Plan cover sheet and associated content before messaging this document to other City departments or the general public.

PROJECT NAME

APPENDIX A: PROJECT AREA MAP & LOCATIONS

PROJECT AREA MAP



If a formal graphic or map for your project area exists, use it! Screen shots from Google Maps are a great, informal tool to capture the project area if no other images exist. As materials become available, consider updating the graphic as necessary.

LOCATIONS

List the locations of your project. Tailor this description by project, writing the project area description in a paragraph or table as it makes most sense. Be as specific as possible, e.g. The northwest curb on the corner of X Street at Y Avenue.

Or use a list to capture all the project locations along a corridor:

- Intersection 1
- Intersection 2
- Intersection 3
- Intersection 4

PROJECT NAME

APPENDIX [LETTER]: CONTEXT & PROJECT HISTORY

THIS IS AN OPTIONAL APPENDIX. REMOVE PAGE IF NOT NEEDED FOR PIP.

CONTEXT

This optional content can be used for projects with lengthy programmatic background that would be useful to inform the outreach team. This can include information on the project's origins and planning/design work done before coming to CPRS. Emphasis on what public engagement has been completed to date is also helpful.

HISTORY

If a project has a particularly dynamic or colorful history that may help inform the project team's outreach efforts, use this section.

PROJECT NAME

APPENDIX [LETTER]: ANTICIPATED CONSTRUCTION IMPACTS & CONCERNS

THIS IS AN OPTIONAL APPENDIX. REMOVE PAGE IF NOT NEEDED FOR PIP.

ANTICIPATED CONSTRUCTION IMPACTS

This content is optional and may be useful for construction projects with lengthy lists or details on construction impacts and information on how the project team will work to address stakeholder concerns.

ANTICIPATED STAKEHOLDER CONCERNS

Use bulleted lists, hierarchical headers, tables, or other layouts as makes the most sense for the information.

USE THIS TABLE AS A REFERENCE AND THEN REMOVE IT FROM THE APPENDIX.

ISSUES AND CONCERNS TO CONSIDER

Access/Mobility	Services	Construction Impacts	Miscellaneous	Demographic
<ul style="list-style-type: none">• Parking restrictions• Pedestrian/bicycle routes• People with disabilities• Businesses• Emergency vehicles• School buses	<ul style="list-style-type: none">• Garbage/recycling collection• Post Office delivery• Utilities	<ul style="list-style-type: none">• Noise and vibration• Dust or mud• Work hours• Encroachments and landscaping changes• Other nearby construction projects	<ul style="list-style-type: none">• Seasonal activities and special events• Roadway characteristics• High priority areas• Environmentally sensitive areas• Open space/views	<ul style="list-style-type: none">• Federal and non-Federal holidays• Other relevant cultural events• Demographic appendix• IOPE activities log

PROJECT NAME

APPENDIX [LETTER]: STAKEHOLDER LIST

Export stakeholder list from EnviroLytical

STAKEHOLDER CHECKLIST **USE THIS TABLE AS A REFERENCE AND THEN REMOVE IT FROM THE APPENDIX.**

Incorporated? (Y or N)	Audiences to Consider	Examples
	Adjacent property owners and tenants, including businesses and residents	
	Typical users of project area	Pedestrians, cyclists, freight, drivers, commuters, tourists
	District Councils	
	Community groups and neighborhood organizations	
	Cultural and religious organizations	
	Chambers of commerce and local business organizations	
	City of Seattle Departments	SDOT, Public Utilities, City Light, Department of Parks and Recreation, Fire Department, Police Department, Department of Neighborhoods, Department of Planning and Development
	Other agencies	WSDOT, King County Metro Transit, Sound Transit, Community Transit, Port of Seattle
	Other transportation/utility companies	Puget Sound Energy, charter bus companies, Amazon/Microsoft/other company shuttles, cruise ships
	Universities and institutions	University of Washington, community colleges
	Public facilities	Community centers, parks
	Schools and childcare facilities	K-12
	Hospitals	Harborview, Swedish, and Virginia Medical Centers
	Social service organizations and facilities (including those serving people with disabilities)	Boys and Girls Club, Lighthouse for the Blind
	Bicycle and pedestrian advocacy groups	Cascade Bicycle Club, WA State Bicycle Alliance, Feet First
	City of Seattle Advisory Boards	Bicycle, Pedestrian, Freight
	Railroads	BNSF
	Major developers/property owners	Vulcan, Clise, etc.
	Major employers	Amazon, Microsoft, Boeing, Starbucks
	Event Centers	Seattle Center, CenturyLink Field, Safeco Field
	Freight	BINMIC
	Media Outlets	Seattle Times, PI, Capitol Hill Times, Belltown Messenger, West Seattle Herald, Queen Anne/Magnolia News, Ballard News Tribune, Skanner, FACTS, The Seattle Medium, La Raza
	Populations that may need targeted outreach to due to cultural barriers, language differences, etc.	

PROJECT NAME

APPENDIX [LETTER]: DEMOGRAPHIC INFORMATION

GUIDING QUESTIONS

1. What are the goals of the project?

Response.

2. What racial or social inequities currently exist in the project area?

Response.

3. How do the project goals address or consider the existing racial or social inequities? How will the project increase or decrease racial or social equity?

Response.

4. How will you address the project's impacts (including unintended consequences) on racial or social equity?

Response.

LANGUAGE NEEDS

Projects are required to provide materials and information in non-English languages if five (or more) percent of the population in that project area speaks a given language. For any project, materials in other languages are available upon request.

Source	Languages Over 5 Percent
US Census Language Map	List with percentage. (e.g. None)
American FactFinder (2008-12 ACS)	List with percentage. (e.g. Spanish (6%))

THIS BELOW TABLE IS FOR PROGRAMMATIC PROJECTS WITH MULTIPLE LOCATIONS AND SHOULD BE REMOVED IF NOT NEEDED. FOR PROGRAMMATIC PROJECTS, LIST 'VARIOUS' ON COVER SHEET AND PROVIDE INFORMATION HERE.

Site	Zip Code(s)	Census Tract(s)	Translation Needs	Source
List the location	Zip	Tract	Indicate the language spoken if over 5%	Source
S Portland Street & 8th Avenue S	98108	112	Chinese (5%); Spanish (18%); Vietnamese (6%)	2008-12 American Community Survey

TRANSLATIONS THRESHOLD

Indicate the agreed-upon threshold for translations as determined by Project Manager and Public Information Officer/outreach team with an explanation of this decision. (e.g. Translations of major project materials in Spanish; translations upon request; only those languages on SPU Language Map)

PROJECT NAME

APPENDIX [LETTER]: ACTIVITIES LOG & IOPE ELEMENTS

ACTIVITIES LOG

The table below details the outreach activities completed to date. Future planned activities can be found on the PIP cover sheet.

When	What	Who	Details
<i>Month day, year</i>	<i>List the type of activity (e.g. Briefing, mailer, SEPA notice, etc.)</i>	<i>List the stakeholder audience(s), if applicable</i>	<i>Indicate the project phase with which the activity was associated or otherwise explain why this outreach was done</i>
May 13, 2014	Briefing	South Park Neighborhood Association	Construction announcement

IOPE ELEMENTS

In addition to the outreach activities listed on the cover sheet, the project team will ensure that the project's public participation opportunities are inclusive of the affected stakeholders. Accordingly, outreach activities will include:

Events

- *EXAMPLE: Provide translated materials at all project open house*
- *EXAMPLE: Offered briefing to Seattle Lighthouse for the Blind, a nonprofit organization that provides jobs, training and vocational services for people who are blind, deaf-blind and multi-disabled blind*

Mailings

- *EXAMPLE: Include translated text on mailings*

Web

- *EXAMPLE: Develop project webpage containing translated text block explaining that project materials in other languages can be provided upon request*

Advertising/ Media

- *EXAMPLE: Run ads in media outlets*
- *List the traditional/ ethnic/inclusive media outlet utilized for this project area*

Name	Editor/Publisher/Reporter Name/Office	Editor/Publisher/Reporter Email	Editor/Publisher/Reporter Phone1	Editor/Publisher/Reporter Phone2	Ad Rep Name	Ad Rep Emails	Ad Rep Phone
AFRICAN AMERICAN							
Converge Media	Omari Salisbury	omari@africatownmedia.com	206.428.9890		Omari Salisbury	Info@WhereWeConverge.com	
The Facts							
	Elizabeth Beaver "LaVonne" (Editor)	alzene@yahoo.com	206.324.0552		Elizabeth Beaver "LaVonne" (Editor)	alzene@yahoo.com	206.324.0552
	Office	seattlefacts@yahoo.com	206.271.0495				
The Seattle Medium							
	Chris B. Bennett	chrisb@mediumnews.net	206.323.3070 x109	206.931.7702 (cell)	Chris B. Bennett	chrisb@mediumnews.net	206.323.3070 x109
	Frank P. Barrow	pierce126@aol.com	206.323.3070 x103	206.391.3175 (cell)	Frank P. Barrow	pierce126@aol.com	206.323.3070 x103
The Skanner	Bernie Foster (Co-founder and Publisher)	bernie@theskanner.com	503.285.5555		Jerry Foster (Sales and Advertising Manager)	advertising@theskanner.com	503.285.5555
	Christen McCurdy (News Editor)	christen@theskanner.com	503.285.5555				
	Monica Foster (Seattle Photographer)	monica@theskanner.com	503.285.5555				
	Susan Fried (Seattle Photographer)		503.285.5555				
	Office	info@theskanner.com	503.285.5555				
Z-Twins Radio (KRIZ 1420AM and KYIZ 1620AM)	Chris B. Bennett	chrisb@mediumnews.net	206.323.3070 x109		Chris B. Bennett	chrisb@mediumnews.net;	206.931.7702 (cell)
ASIAN/PACIFIC ISLANDER							
Crossings TV							
	Daniel Sakaya	daniel.sakaya@crossingstv.com	888.901.5288 x114		Daniel Sakaya	daniel.sakaya@crossingstv.com	916.521.4537
	Office	info@crossingstv.com	888.901.5288		Charmaine Lane	charmaine.lane@crossingstv.com	916.216.3871
ASIAN/PACIFIC ISLANDER - ENGLISH							
International Examiner	Jill Wasberg (editor-in-chief)	editor@iexaminer.org	808.286.8235		Auriza Ugalino	auriza@iexaminer.org	360.688.6406
	Chetanya Robinson (managing editor)	chetanya@iexaminer.org	206.963.8892				
	Office	iexaminer@iexaminer.org	206.624.3925				
Northwest Asian Weekly	Assunta Ng (Publisher)	assunta@nwasianweekly.com	206.223.5559		Assunta Ng (Publisher)	assunta@nwasianweekly.com	206.223.5559
	Ruth Bayag (Editor)	editor@nwasianweekly.com	206.223.5559		Kelly Liao (Ads Rep)	kelly@nwasianweekly.com	206.223.0623
	James Tabafunda (Reporter)	newstabafunda@yahoo.com					
CHINESE							
AAT TV (Asian American TV)							
	Ada Lu (Manager)	adalu@aattv.com	206.447.2288		Ada Lu (Manager)	adalu@aattv.com	206.447.2288
	Coco Chiu (Reporter)	coco.chiu.cst@gmail.com	360.593.9772				
	Office	news@aattv.com	206.447.2288		Jenny Kung (Founder)	jkung@aattv.com	206.353.9288
Asia Today	John Chou (Publisher)	asia_today@hotmail.com	206.365.0507		John Chou (Publisher)	asia_today@hotmail.com	206.365.0507

China Press Weekly (Seattle)	Hongyu Ren (Publisher)	rhy.helena@gmail.com	650.288.8227		Hongyu Ren (Publisher)	rhy@uschinapress.com	650.288.8227
	Shiqiao Peng (Seattle Reporter)	shiqiaopeng@gmail.com			Yi "Elizabeth" Zhang (Marketing)	elizabethyizhang425@gmail.com	425.314.6847
	Office	advsf@uschinapress.com					
Chinese Radio Seattle on KKNW 1150 AM Alternative Talk	Xiaoyuan Su (CEO)	crsradio@gmail.com	206.619.8698		Xiaoyuan Su (CEO)	crsradio@gmail.com	206.619.8698
China Daily	Linda Deng (Reporter)	lindadeng@chinadailyusa.com			For ad inquiries:	ads@chinadailyusa.com	206.357.8514
	Charlene Cai (Office Manager)	charlenecai@chinadailyusa.com	206.225.8833		Charlene Cai (Office Manager)	charlenecai@chinadailyusa.com	206.225.8833
Epoch Times	Ernie Li (Director)	ernie.li@epochtimes.com;	206.335.6219		Echo Liu (Reporter)	echo.liu@epochtimes.com	425.877.5121
	Frank Chang (Editor)	frankzhang@epochtimes.com	425.765.1052		Rachel Huang (Sales Manager)	rachel.huang@epochtimes.com	206.330.4233
	Echo Liu (Reporter)	echo.liu@epochtimes.com	425.877.5121 (cell)	888.368.4898 (office)	Celine Jiang (Account Executive)	celine.epochtimes@gmail.com	206.619.3016 (cell)
Seattle Chinese News Media Group (Seattle Chinese News, Washington Chinese Post, and Seattle Chinese Journal)							
	Tony Chu (CEO)	seattlechinesenews@gmail.com;	206.622.6666 (cell)	206.622.6371 (office)	Tony Chu (CEO)	seattlechinesenews@gmail.com;	206.622.6666 (cell)
	Shiaoshia Chu (General Manager)	chineseseattlenews@yahoo.com	206.587.0888 (cell)		Shiaoshia Chu (General Manager)	chineseseattlenews@yahoo.com	206.587.0888 (cell)
Seattle Chinese Post	Assunta Ng (Publisher)	assunta@nwasianweekly.com	206.223.5559		Assunta Ng (Publisher)	assunta@nwasianweekly.com	206.223.5559
					Kelly Liao (Ads Rep)	kelly@nwasianweekly.com	206.223.0623
Seattle Chinese Times	Garry Chan (Publisher)	garry@seattlechinesetimes.com	206.390.8809		Zita Lam (Marketing Manager)	zita@seattlechinesetimes.com	206.621.8863
	Joelle Gong	joelle@seattlechinesetimes.com	206.601.0916		Lisa Liu (Marketing Manager)	lisa@seattlechinesetimes.com	206.621.8863
	Office	info@seattlechinesetimes.com					
	Qin Hu (Intern)	huq2@seattleu.edu					
	Jian Liu (Intern)	liuj18@seattleu.edu					
U.S. Chinese Radio on KXPA 1540 AM	Shiqiao Peng (Producer)	shiqiaopeng@gmail.com			Shiqiao Peng (Producer)	shiqiaopeng@gmail.com	415.902.3387 (cell)
	Tony Liu (Host)						
EAST AFRICAN							
Washington African Media Association (WAMA)	Office	wamaafrica@gmail.com			Office	wamaafrica@gmail.com	
ETHIOPIAN							
Andenet TV	Waynigus Debeb	mululife1@yahoo.com	206.427.3830		Waynigus Debeb	mululife1@yahoo.com	206.427.3830
Ethio Youth Media TV / Multimedia Resources and Training Institute (MMRTI)	Assaye Abunie	assayea@msn.com	206.696.1381		Assaye Abunie	assayea@msn.com	206.696.1381
Ethiopian Observer	Abel Gir	aghirmai@gmail.com					
	Office	ethiopians@ethioobserver.net	206.618.5794				206.618.5794

Ethiopian Community Media Association	Ethiopia/Mulumebet Rette	ethiopy2000@hotmail.com	206.788.7576		Ethiopia/Mulumebet Rette	ethiopy2000@hotmail.com	206.325.0304
	Office	info@ecseattle.org;					
Tringo TV	Dawit Habte	dawitha@gmail.com;			Dawit Habte	dawitha@gmail.com;	
FILIPINO							
Fil Am Chronicle	Bong Santo Domingo	bongstodomingo@gmail.com	206.601.9158		Bong Santo Domingo	bongstodomingo@gmail.com	206.601.9158
	Office	editor@pnwfilamchronicle.com	206.709.9261		Office	editor@pnwfilamchronicle.com	206.709.9261
INDIAN/SOUTH ASIAN							
Awaaz-e-punjab	Harmanpreet Singh				Harmanpreet Singh		
	Jasper	awaazepunjab6@gmail.com	206.251.1743		Jasper	awaazepunjab6@gmail.com	206.251.1743
	Office	pablajas@yahoo.com					
India-USA Magazine	Sarab Singh	aasra@q.com;	206.550.3154		Sarab Singh	aasra@q.com;	206.550.3154
IRANIAN/PERSIAN							
Titre Avval	Ms. Zohreh Fard	zohreh.fard@persianmediaonline.com	425.753.6767		Ms. Zohreh Fard	zohreh.fard@persianmediaonline.com	425.753.6767
	Office	info@persianmediaonline.com			Office	info@persianmediaonline.com	
JAPANESE							
Junglecity.com	Takumi Ohno (Founder)	takumi_ohno@junglecity.com	206.285.2054		Takumi Ohno	takumi_ohno@junglecity.com	206.285.2054
	Office	info@junglecity.com					
Lighthouse Magazine	Noriko Koseki (Editor in Chief)	editor@jeninc.com	206.624.5777		Noriko Koseki (Editor in Chief)	sales@jeninc.com	206.624.5777
	Miki Fukuhara	miki.fukuhara@us-lighthouse.com			Yui Nakade	yui.nakade@us-lighthouse.com	
	Lisa Omokawa (General Manager)	lisa.omokawa@us-lighthouse.com	425.346.8897		Lisa Omokawa (General Manager)	lisa.omokawa@us-lighthouse.com	425.346.8897
Soy Source	Misa Cartier (General Manager)		206.334.2972		Misa Cartier (General Manager)		206.334.2972
The North American Post	Misa Cartier (General Manager)	misa@napost.com	206.334.2972		Misa Cartier (General Manager)	misa@napost.com	206.334.2972
	Office	info@napost.com					
YOUmaga	Noriko Koseki (Editor in Chief)	editor@jeninc.com			Noriko Koseki (Editor in Chief)	sales@jeninc.com	206.624.5777

KOREAN							
Joy Seattle	Chong T. Kim	editor@joyseattle.com;	206.450.0811		Chong T. Kim	editor@joyseattle.com;	206.450.0811
KBS World	Sylvia Lee	leekbswa@gmail.com;	425.209.6058	206.778.3590	Sylvia Lee	leekbswa@gmail.com;	425.209.6058
KO-AM Daily News	Shelley Ko (Vice President)	shelleyooko@gmail.com	253.249.3387 (cell)	253.946.5537 (office)	Shelley Ko (Vice President)	shelleyooko@gmail.com	253.946.5537
	Office	koamtvusa@gmail.com;					
KO-AM TV	Shelley Ko (Vice President)	shelleyooko@gmail.com	253.249.3387 (cell)	253.946.5537 (office)	Shelley Ko (Vice President)	shelleyooko@gmail.com	253.946.5537
	Office	koamtvusa@gmail.com;					
Korea Times (Hankook Ilbo)	Jong Kim	ktsad@hotmail.com	425.445.4821	206.622.2229	Sang Mi Lee	smlee206@hotmail.com	206.622.2229
MS Media Group Corp. (Media Hankook, Sports Seoul Seattle, and Woman's)	Bruce Kim	ads@mhankook.com	253.838.8380		Bruce Kim	ads@mhankook.com	253.838.8380
Radio Hankook (KSUH 1450 AM/KWYZ 1230 AM)	Seung Won Park (News Director)	asterio22@gmail.com	253.815.1212		Sung Hong	swhongradio@gmail.com	253.815.1212
Seattle Korean Weekly (Seattle Kyocharo)	Office	kcr@seattlekcr.com;	425.712.1236		Office	kcr@seattlekcr.com;	425.712.1236
	Anna Lee (Reporter)	jeongrim@seattlekcr.com	425.712.1236 x208				
seattlen.com	Editor	editor@seattlen.com	425.582.9795		Office	info@seattlen.com	253.266.8515
	Office	info@seattlen.com					
LATINO							
Actitud Latina	Karina Gasperin	karina@oyepro.com	425.343.8492		Karina Gasperin	karina@oyepro.com	425.343.8492
El Mundo	Martha Montoya	martha@elmundous.com	714.366.3225		Martha Montoya	martha@elmundous.com	714.366.3225
	Gustavo Montoya	gustavo@elmundous.com	206.790.8000		Gustavo Montoya	gustavo@elmundous.com	206.790.8000
	Office	editorial@elmundous.com					
El Rey KKMO 1360 AM	Jorge Madrazo (Program Director)	jorgemadrazo@seamarchc.org	206.306.4881 (cell)	206.766.6592 (office)	Jorge Madrazo (Program Director)	jorgemadrazo@seamarchc.org	206.766.6592 (office)
	Mercedes Garcia (Deejay, Sales & Promotions)	mercedesgarciaelrey1360@gmail.com	206.571.3485		Mercedes Garcia (Deejay, Sales & Promotions)	mercedesgarciaelrey1360@gmail.com	206.571.3485
	Office	production@elrey1360seattle.com					
La Estacion De La Familia KLSY 93.7 FM	Jenny Estrada	yenestrada@hotmail.com	425.830.7173		Anabella Rosario (Advertising Manager)	ar.radiomc@gmail.com	206.439.1188
La Grand KDDS 99.3 FM	Edgar Solares (Senior Account Executive)	esolares@bustosmedia.com			Edgar Solares (Senior Account Executive)	esolares@bustosmedia.com	206.290.2969
	Stephanie "La Traviesa" Lopez (morning co-host)	latraviesafm@yahoo.com; slopez@bustosmedia.com	971.303.1367		Stephanie "La Traviesa" Lopez (morning co-host)	latraviesafm@yahoo.com; slopez@bustosmedia.com	971.303.1367
La Pera Radio	Rafael Aguilar (Reporter)	laperaradiotv@gmail.com;	509.393.6868	509.393.6868	Rafael Aguilar (Reporter)	laperaradiotv@gmail.com;	509.393.6868
La Raza del Noroeste	Pilar Gonzalez Linares (Director)	plinares@soundpublishing.com;	425.654.0390		Lia Toupin (Ads)	ltoupin@larazanw.com	425.339.3042

La Super Deportiva on KXPA 1540 AM	Raul Sandoval (Producer)	rulasfutbol@gmail.com	206.850.3444		Raul Sandoval (Producer)	rulasfutbol@gmail.com	206.850.3444
M Radio Live	Sandra Virginia Maqueda Ramos (Founder)	sandramaquedaradio@gmail.com;	206.306.4981	206.306.4981	Sandra Virginia Maqueda Ramos (Founder)	sandramaquedaradio@gmail.com;	206.306.4981
		sandra.virginia.maqueda@gmail.com					
MediaLuna Magazine	Diana Leal Kuntz	Diana.L@medialunamagazine.com;	206.446.5571		Diana Leal Kuntz	Diana.L@medialunamagazine.com;	206.446.5571
Menos Grilla Mas Politica	Rafael Granados	rafael9010@gmail.com;			Rafael Granados	rafael9010@gmail.com;	
Noticias Univision on KUNS Univision	Pablo Gaviria (Reporter)	pgaviria@kunstv.com	206.473.8361 (cell)				
Plataforma Latina TV	Francisco Diaz (Owner)	pacodiazenlared@gmail.com;	206.218.2998 (cell)	206.753.9233	Francisco Diaz (Owner)	pacodiazenlared@gmail.com;	206.218.2998 (cell)
	Office	info@plataformalatina.com;	206.735.7985				
Radio Luz KNTS 1680 AM	Office	info@radioluzseattle.com					
	Rafael Anariba (Host)	rafaela@salemradioseattle.com	206.443.8200		Rob White (General Sales Manager)	robw@salemmediaseattle.com	253.732.0429
	Joshua Main (Operations Director/Production Manager)	joshuam@salemmediaseattle.com	206.269.6221				
Siete Dias	Raul Perez-Calleja	raulperez@elsietedias.com	425.646.8846		Raul Perez-Calleja	raulperez@elsietedias.com	425.646.8846
					Moises Castillo	president@usn-foundation.org	
Tu Decides/You Decide	Albert Torres	albert@tudecidesmedia.com	509.591.0495		Albert Torres	albert@tudecidesmedia.com	509.591.0495
	Office	info@tudecidesmedia.com					
Univision (KUNS)	Jose Luis Gonzalez (News Director)	jlgonzalez@kunstv.com	206.707.6755 (cell)	206.404.4199 (office)	Ivan Rodriguez (Senior Marketing Executive)	ivan@univisionseattle.com	206.348.2098
Latino Communications Northwest	Mario Zavaleta	mzavaleta@latinonorthwest.com;	206.706.1255		Mario Zavaleta	mzavaleta@latinonorthwest.com;	206.706.1255
	Office	info@latinonorthwest.com					

MULTIETHNIC							
Community Radio KBCS 91.3 FM	Yuko Kodama (News and Public Affairs Director)	yuko@kbcs.fm	425.564.5698	206.730.5198	Beth Topping (Associate Director of Development)	sales@kbcs.fm	425.564.6162
Multicultural Radio Broadcasting KXPA 1540 AM	Andrea Yamazaki (Program Director)	andreay@mrbi.net	415.902.3387 (cell)		Andrea Yamazaki (Program Director)	andreay@mrbi.net	415.902.3387 (cell)
Rainier Avenue Radio (RainierAvenueRadio.world)	Tony Benton (Station Manager)	tonyb814@gmail.com	425.591.6977		Karen Zammit (Communications, Account Manager)	rainieravenueradio.world@gmail.com	425.591.6977
KVRU-LP KVRU 105.7 FM	Send all PSAs here:	psa@kvrु.org	206.760.4286		Lulu Carpenter (General Manager)	lulu@kvrु.org	206.496.1180
The Voice	Brittney Nitta-Lee	brittney.nitta-lee@seattlehousing.org;	206.615.3449	206.747.3314	Brittney Nitta-Lee	brittney.nitta-lee@seattlehousing.org;	206.615.3449
PACIFIC ISLANDER							
Hawai'i Radio Connection on KXPA 1540 AM and KBCS 91.3 FM	Braddah Stephen Gomes (Producer)	braddahgomes@yahoo.com	206.406.7813		Underwriting Representative	sales@kbcs.fm	425.564.2427
Radio Voice of Tonga	Sylvia Aho	radiovtf@radiotongavtfusa.com	206.414.0968		Sylvia Aho	radiovtf@radiotongavtfusa.com	206.414.0968
POLISH							
Radio Wisla	Lena Wrozyńska	redakcja@radiowisla.com			Lena Wrozyńska	ads@radiowisla.com	
Seattle Polish News	Ryszard Kott	Editor@PolishNewsSeattle.org			Ryszard Kott	Editor@PolishNewsSeattle.org	
RUSSIAN							
Radio Continent on KXPA 1540 AM	Igor Hais (Producer)	radiocontinent@aol.com	206.396.3684		Igor Hais (Producer)	radiocontinent@aol.com	206.396.3684
It's Not Evening Yet on KKNW 1150 AM Alternative Talk	Stella Ivanov (General Producer)	stellamedia@yahoo.com;	206.790.8270		Stella Ivanov (General Producer)	stellamedia@yahoo.com;	206.790.8270
Russian World	Alexander Cherasov (Publisher)		206.214.8232		Alexander Cherasov (Publisher)		206.214.8232
SOMALI							
Nomadic Hustle	Mukhtar Sharif	msharif34@gmail.com					
Runta (The Truth)	Mohamud Yussuf (Editor)	editor@runtanews.com;	206.920.0220		Mohamud Yussuf (Editor)	editor@runtanews.com;	206.920.0220
Saham Somali Newspaper	Abdi Azizi		206.397.7568		Abdi Azizi		206.397.7568
Salaxley TV	Mohamed Ahmed	indho811@gmail.com;	253.220.7861		Mohamed Ahmed	indho811@gmail.com;	253.220.7861
	Ali Shaaqale	salaxleytv@gmail.com;	206.446.6215	919.699.7773	Ali Shaaqale		206.446.6215
SomaliVoices of North America (SomaliVoices)	Asad Hassan	somalivoices@gmail.com;	253.880.9000		Asad Hassan	somalivoices@gmail.com;	253.880.9000
SomTV-Seattle	Mustaphe Kaid (Program Director)	kaid@somtv.org;	206.859.1903		Mustaphe Kaid (Program Director)	kaid@somtv.org	206.859.1903
	Abdikarim Kalkaal (Producer)	kalkaal@somtv.org;	206.548.6881		Abdikarim Kalkaal (Producer)	kalkaal@somtv.org	206.548.6881
	Ugbad Hassan (Public Relations)	ugbad@somtv.org;			Ugbad Hassan (Public Relations)	ugbad@somtv.org	
	Office	info@somtv.org;					
VIETNAMESE							

Northwest Vietnamese News / Người Việt Tây Bắc	Mr. Kim Pham (Editor)	news@nvnorthwest.com;	206.722.6984		Andy Pham (Ads)	andy@nvnorthwest.com	
	Mr. Don Pham (Reporter)	wrathofdon@gmail.com;	206.354.5114		Office	ads@nvnorthwest.com	
	Andy Pham (Ads)	andy@nvnorthwest.com;					
Phuong Dong Times	Mr. Đồng Thanh Võ	phuongdong91@yahoo.com;	206.760.9168		Mr. Đồng Thanh Võ	phuongdong91@yahoo.com	206.760.9168
Saigon Bao	Office	saigonbaocom@gmail.com;			Office	saigonbaocom@gmail.com	
SBTN - Saigon Broadcasting Television Network							
	Mr. Kim Pham (Producer)	editor@nvnorthwest.com;	206.722.6984		Mr. Kim Pham (Producer)	editor@nvnorthwest.com	206.722.6984
	Office	nvtbraovat@aol.com;					
Seattle Viet Times	Ms. Hanah Ngo	seattleviettimes@gmail.com;	206.276.4107		Ms. Hanah Ngo	seattleviettimes@gmail.com	206.276.4107
Xin Chao Magazine	Bao Nguyen (Editor)	editor@xinhaomagazine.com;			Bao Nguyen (Editor)	editor@xinhaomagazine.com	
Viet Bao Mien Nam	Binh Huynh (Seattle & Oregon Office)	binhthuynh2000@yahoo.com;	206.265.0554		Binh Huynh (Seattle & Oregon Office)	binhthuynh2000@yahoo.com	206.265.0554
					Bui Phu (Main Office)	phubui@vietbao.com	253.228.8464
Vietnamese Today Weekly News / Người Việt Ngày Nay	Mr. Tri Pham	nguoivietngaynay@gmail.com;	206.356.9755		Mr. Tri Pham	nguoivietngaynay@gmail.com	206.356.9755

Community	Name	Type	Reader/listener/viewership	Publishes/Broadcasts When?	Press Release Deadlines	Translated Press Release?	Office Address	Office Email	Office Phone	Fax	Website	Twitter	Facebook	Other_1	Other_2	Have Ad Info?
African American	Converge Media	Online		Daily		English is fine.	80 S Washington St, Suite 203, Seattle, WA 98104	info@Africatown.Media.com	206.428.9890		whereweconverge.com/	twitter.com/WWConverge	www.facebook.com/WWConverge/	www.instagram.com/wwconverge/	www.youtube.com/convergemedia	
African American	The Facts	Weekly Print Newspaper	14,000 (print)	Publishes every Wednesday.	Deadline is Monday before 5pm before the week of publication. Preferred deadline is Friday before 5pm before the week of publication.	English is fine.	1112 34th Ave, Seattle, WA 98122	seattlefacts@yahoo.com	206.271.0495	206.324.1007	nwfacts.com/about_us		www.facebook.com/pages/The-Facts-Newspaper/201270962837			YES
African American	The Seattle Medium	Weekly Print Newspaper and Online	14,000 (print)	Publishes every Wednesday.		English is fine.	2600 S Jackson St, Seattle, WA 98144		206.323.3070	206.322.6518	www.seattlemedium.com	twitter.com/SeattleMedium	www.facebook.com/SeattleMedium			
African American	The Skanner	Weekly Print Newspaper and Online	75,000 (print)			English is fine.	PO Box 5455 Portland, OR 97228	info@theskanner.com	503.285.5555	503.285.2900	www.theskanner.com	twitter.com/TheSkannerNews	www.facebook.com/pages/The-Skanner-News-Group/176585345334	www.youtube.com/theskannernews	www.instagram.com/theskannernews/	
African American	Z-Twins Radio (KRIZ 1420AM and KYIZ 1620AM)	Radio Station		24-hours/day, 7-days/week		English is fine.	2600 S Jackson St, Seattle, WA 98144			206.322.6518	www.ztwins.com/	www.facebook.com/ztwinsradio	www.facebook.com/ztwinsradio			
Asian (Mandarin/Cantonese/Hmong/Hindi/Punjabi/Tagalog/Vietnamese)	Crossings TV	Television Station	161,580 viewers in the Seattle market as of 2012.	24-hours/day, 7-days/week	Send ASAP.	English is fine.	2030 West El Camino Avenue Suite 263 Sacramento, CA 95833-1868	info@crossingstv.com	888.901.5288	888.878.8936	www.crossingstv.com	twitter.com/crossingstv	www.facebook.com/crossingstv	www.youtube.com/channel/UCmE4eZ4LUD1TWzaZpnTFbJw		YES
Asian (ALL)	Ibuki Magazine	Monthly Magazine				English is fine.				425.270.3445	www.ibukimagazine.com/	twitter.com/ibukimagazine	www.facebook.com/ibukimagazine			
Asian (ALL)	International Examiner	Twice monthly Newspaper & Online	20,000 (print) & 50,000 (unique web visitors)	Publishes 1st and 3rd Wednesdays of each month. Online updated multiple times a day.	Monday by 5pm is deadline.	English is fine	409 Maynard Ave. S. #203 Seattle, WA 98104	iexaminer@iexaminer.org	206.624.3925	206.624.3046	www.iexaminer.org	twitter.com/IExaminer	www.facebook.com/internationalexaminer/	www.youtube.com/channel/UCuh2Hjb5Y4Lo_WzbC6TtsGg		YES
Asian (ALL)	Northwest Asian Weekly	Weekly Print Newspaper & Online	16,000 (print) & 43,435 (unique web visitors)	Publishes every Thursday.	Wednesday mid-day (Tuesday at noon is preferred)	English is fine	412 Maynard Ave S Seattle, WA 98104	info@nwasianweekly.com	206.223.5559	206.223.0626	www.nwasianweekly.com/page/2/	twitter.com/nwasianweekly	www.facebook.com/NorthwestAsianWeekly?fref=ts	www.flickr.com/photos/northwestasianweekly/		YES
Chinese	AAT TV (Asian American TV)	Television Station		24-hours/day, 7-days/week	Send ASAP.	Send translated press releases.	1000 124th Ave NE Bellevue, WA 98005			206.622.0573	www.aattv.com/		www.facebook.com/pages/AAT-Television/203759639649176	www.youtube.com/user/AATTVSeattle		YES
Chinese	China Daily	Daily Newspaper & Online	200,000 (1/3 are outside China)	Daily		Send translated press releases (traditional Chinese).	1700 Seventh Ave Ste 2100 Seattle, WA 98101	editor@chinadailyusa.com readers@chinadailyusa.com	206.357.8514	212.537.8898	www.chinadaily.com.cn	twitter.com/chinadailyusa	www.facebook.com/ChinaDailySeattle/			
Chinese (Simplified)	China Press Weekly (Seattle)	Weekly Newspaper & Online	5,000/week	Every Thursday, online updated every day	Send the Monday at noon the week before.	Send translated press releases (traditional Chinese).	12320 NE 8th St, Bellevue, WA 98005	advsf@uschinapress.com	425.278.5000	425.278.5001	sea.uschinapress.com/	twitter.com/thechinapress	www.facebook.com/ChinaPressCP?fref=nf	weibo.com/seattleonline/		YES

Chinese (Mandarin)	Chinese Radio Seattle on KKNW 1150 AM Alternative Talk	Radio Program	125,000 listeners/month (includes radio and online)	Airs Monday-Thursday, 9:00pm-12:00am Airs Friday-Sunday 8:00pm-12:00am	Send ASAP.	English is fine	3650 131st Ave SE, Suite #550 Bellevue, WA 98006	kknwlister@1150kknw.com	425.373.5536	425.373.5507	www.chineseradioseattle.com	twitter.com/ChineseRadioSea	www.facebook.com/ChineseRadioSeattle/	weibo.com/chineseradiosseattle		YES
Chinese (Traditional)	Epoch Times	Weekly Print Newspaper & Online	12,000 (print) & 400,000 page views per month	Publishes every Friday.	Wednesday at noon the week before publishing.	English is fine.	16301 NE 8th St, Bellevue, WA 98008			888.615.3828	www.theepochtimes.com/	twitter.com/epochtimes	www.facebook.com/epochtimes?fref=ts			YES
Chinese (Traditional)	Seattle Chinese News Media Group (Seattle Chinese News, Washington Chinese Post, and Seattle Chinese Journal)	Weekly Print Newspaper	Washington Chinese Post: 15,000 Seattle Chinese News: 15,000 Seattle Chinese Journal: 15,000	Washington Chinese Post: Monday Seattle Chinese News: Wednesday Seattle Chinese Journal: Friday	Send materials two days before publishing.	Send translated press releases (traditional Chinese).	2010 NE 137th Street Seattle, WA 98125		206.622.6371	206.682.1974	www.chineseseattlenews.com/					YES
Chinese (Traditional)	Seattle Chinese Post	Weekly Newspaper & Online	10,000 (print)	Publishes every Thursday.	Wednesday mid-day (Tuesday at noon is preferred)	Send translated press releases (traditional Chinese).	412 Maynard Ave S Seattle, WA 98104	assunta@nwasianweekly.com		206.223.0626	www.seattlechinese-post.com/					YES
Chinese (Traditional)	Seattle Chinese Times	Weekly Newspaper & Online	10,000 (print) & 437,879 page views per month	Publishes every Thursday.	Tuesday at noon is deadline for both ads and articles.	Send translated press releases (traditional Chinese).	316 Maynard Ave S #101-105 Seattle, WA 98104	info@seattlechinesetimes.com	206.621.8863	206.621.7897	www.seattlechinesetimes.com/	twitter.com/seattlect	www.facebook.com/seattlect?fref=ts	www.linkedin.com/company/seattle-chinese-times	www.youtube.com/seattlectwa	YES
Chinese (Mandarin)	U.S. Chinese Radio on KXPA 1540 AM	Radio Program		Airs Monday-Friday, 5:00pm-8:00pm	Send ASAP.	Send translated press releases (traditional Chinese).	114 Lakeside Ave Seattle, WA 98122				kxpa.com/sea.uschinapress.com/		www.facebook.com/Kxpa1540			
Eritrean	Washington African Media Association (WAMA)	Media Coalition		Depends on the outlet	Depends on the outlet	English is fine.	OneAmerica Offices 1225 S Weller St Seattle, WA 98144	hello@washingtonafricanmedia.org			washingtonafricanmedia.org/					
Ethiopian	Andenet TV	Television Program		Wednesdays, 7pm-8pm	Send ASAP.	English is fine.	7533 South Lake Ridge Dr Seattle, WA 98178									They do not solicit ads. Community groups are welcome to sponsor a program. He is open to covering City news.
Ethiopian	Ethio Youth Media TV / Multimedia Resources and Training Institute (MMRTI)	Television Program		Sundays, 7pm-8pm Mondays, 3pm-4pm Fridays, 4am-5am	Send ASAP.	English is fine.	2301 South Jackson St. Suite 101F Seattle, WA 98144	info@mmrtiseattle.org;	206.838.6359		mmrtiseattle.org/		www.facebook.com/pages/Multimedia-Resources-and-Training-Institute-MMRTI/10150134726480618	www.youtube.com/ethiouthmediatv		
Ethiopian	Ethiopian Observer	Online	20,000+ monthly page views	Updated daily	Send ASAP.	Send translated press releases (Amharic).	17829 Wayne Avenue N Shoreline, WA 98133	ethiopians@ethioobserver.net			www.ethioobserver.net/					
Ethiopian	Ethiopian Community Media Association	Television Program						info@ecseattle.org;	206.325.0304	206.325.5506	ecseattle.org/index.php					
Ethiopian	Tringo TV	Online				English is fine.	655 south Orcas St. Bldg O, #203 Seattle, WA 98109	dawitha@gmail.com			tringotv.com/		www.facebook.com/Tringo-TV-737150509771900/			
Ethiopian	Washington African Media Association (WAMA)	Media Coalition		Depends on the outlet	Depends on the outlet	English is fine.	OneAmerica Offices 1225 S Weller St Seattle, WA 98144	hello@washingtonafricanmedia.org			washingtonafricanmedia.org/					
Filipino	Fil Am Chronicle	Monthly Newspaper & Online		Publishes on the 15th of each month.	For ads and articles: 10th of each month.	English is fine.	PO Box 2314 Lynnwood, WA 98036	editor@pnwfilamchronicle.com	206.709.9261		pnwfilamchronicle.com/	twitter.com/pnwfilamchroni1	www.facebook.com/pnwfilamchronicle/	www.youtube.com/channel/UCCY08OoTd03vbOXsYeVouGw		

Indian/South Asian	Awaaz-e-punjab	Newspaper	5,000+ readers	Twice monthly magazine			PO Box 98996 Des Moines, WA 98198	pablajas@yahoo.com;			www.awaazepunjab.com		www.facebook.com/Awaaz-e-punjab-152455311600712/			
Indian/South Asian	India-USA Magazine	Monthly Magazine	2,000 (print)			English is fine.	22619 97th Ave S, Kent, WA 98031	aasra@q.com;	206.550.3154							
Iranian/Persian	Titre Avval	Monthly Magazine and Online	10,000 (print)	First day of each month.	By the end of the second week of the month.	English is fine.	704 228th Avenue NE, Suite 535 Sammamish, WA 98074	info@titreavval.com;	425.753.6767		www.titreavval.com/					
Japanese	Junglecity.com	Online				English is fine.	PO Box 753 Bothell, WA	info@junglecity.com;			www.junglecity.com/	twitter.com/seattlejapan	www.facebook.com/junglecitynetwork			
Japanese	Lighthouse Magazine	Monthly magazine				English is fine.	JEN, Inc. 316 Maynard Ave. S., #110 Seattle, WA 98104				www.us-lighthouse.com/		www.jeninc.com			
					Deadline is the deadline before publishing. If you want an ad in the news edition that is released on the 25th of the month, you must submit art in by the 10th of that month.											
Japanese	Soy Source	Bi-monthly Print Newspaper & Online	7,500 (print)			English is fine.	519 6th Ave S. Suite 220 Seattle, WA 98104		206.519.5461		www.soysource.net	twitter.com/soysource_sea	www.facebook.com/pages/Soy-Source/116283667191			YES
Japanese	The North American Post	Weekly Print Newspaper & Online	4000 (print) & 100,000 (web visitors)	Publishes every Thursday.	Deadline is the Friday before the next edition.	English is fine.	519 6th Ave S. Suite 220 Seattle, WA 98104	info@napost.com;	206.519.5461		www.napost.com	twitter.com/napost	www.facebook.com/TheNorthAmericanPost	www.youtube.com/user/hokubeihochi		YES
Japanese	YOUmaga	Monthly magazine				English is fine.	JEN, Inc. 316 Maynard Ave. S., #110 Seattle, WA 98104				www.youmaga.com/	twitter.com/youmagaseattle	www.facebook.com/youmagaseattle	www.jeninc.com		
Korean	KBS World	Television Station	Unknown	24-hours/day, 7-days/week	Send ASAP.	Send translated press releases.	18407 Pacific Ave S #16 Spanaway, WA 98387	info@kbswa.com;			www.kbswa.com					
Korean	Joy Seattle	Online	12,000 unique page views per month	Posts everyday twice a day, morning and in the evening.	Send ASAP.	Send translated press releases.	15 S Grady Way, Suite 410 Renton, WA 98009 PO Box 5032 Bellevue, WA 98009				www.joyseattle.com/		www.youtube.com/user/kbsworld			
Korean	KO-AM Daily News	Daily Print Newspaper & Online		Airs at 9:00pm from Monday to Saturday.		Send translated press releases.	32008 32nd Ave S, Federal Way, WA 98001	koamtvusa@gmail.com;	253.946.5537		www.koamtvseattle.com	twitter.com/koamtv				YES
Korean	KO-AM TV	Television Station		24-hours/day, 7-days/week		Send translated press releases.	32008 32nd Ave S, Federal Way, WA 98001	koamtvusa@gmail.com;	253.946.5537		www.koamtvseattle.com	twitter.com/koamtv				YES
Korean	Korea Times (Hankook Ilbo)	Daily Print Newspaper & Online	5,000 (print)	Publishes every morning from Tuesday to Saturday. The Friday edition is the weekend edition, which has more lifestyle/arts & culture content.	Deadline for ads is one week before day of publishing. Send press releases ASAP - by 10am if you want to make it into the next day's edition.	Send translated press releases.	12532 Aurora Ave N Seattle, WA 98133		206.622.2229		www.koreatimes.com/local/seattle					YES

Korean	MS Media Group Corp. (Media Hankook, Sports Seoul Seattle, and Woman's)	Weekly Print Magazine	10, 600 (all three combined)	Publishes every Friday.		Send translated press releases.	33110 Pacific Hwy S #8 Federal Way, WA 98003	ads@mhankook.com	253.838.8380		mhankook.com/About.html				YES
Korean	Radio Hankook (KSUH 1450 AM/KWYZ 1230 AM)	Radio Station	200,000 listeners	24-hours/day, 7-days/week		Send translated press releases.	200 South 333rd Street Suite 100 Federal Way, WA 98003		253.815.1212		www.radiohankook.com				YES
Korean	Seattle Korean Weekly (Seattle Kyocharo)	Weekly Newspaper & Online				Send translated press releases.	23416 Hwy 99 Suite #A Edmonds, WA 98026	kcr@seattlekcr.com ;	425.712.1236		www.seattlekcr.com		www.facebook.com/Seattle-Korean-Weekly-182280681808317		
Korean	seattlen.com	Online Newspaper		Everyday		Send translated press releases.	16825 48th Ave W # 215 Lynnwood, WA 98037	info@seattlen.com	425.582.9795		www.seattlen.com		www.facebook.com/seattleknews/		
Latinx	Actitud Latina	Online Video Show		Sometimes only 2-3 shows are produced for the week.	Actitud Latina is taped every Saturday. So send press releases before Saturday.	Send translated press releases.					www.youtube.com/channel/UCLHoUP9jiTP83I98zO-dn-w	twitter.com/actitudlatina	www.facebook.com/ActitudLatina	instagram.com/actitudlatina/	YES
Latinx	El Mundo	Weekly Print Newspaper & Online	20,000	Publishes every Thursday.	Deadline is Tuesday evening.	Send translated press releases.	11410 NE 124th St. PMB 441 Kirkland, WA 98034	editorial@elmundous.com	800.797.4544	509.663.6957	www.elmundous.com				YES
Latinx	El Rey KMO 1360 AM	Radio Station	70,000 listeners/week (estimated, not measured)	24-hours/day, 7-days/week	They need at least 2 days of time to produce on-air spots for ads and other campaigns.	Send translated press releases.	9635 Des Moines Memorial Drive, Suite D Seattle, WA 98108	production@elrey1360seattle.com	206.436.7851		www.elrey1360seattle.com	www.twitter.com/elrey1360	www.facebook.com/pages/EL-Rey-1360-AM/190770164376113		YES
Latinx	La Estacion De La Familia KLSY 93.7 FM	Radio Station	40,000 listeners/week (estimated, not measured)	24-hours/day, 7-days/week	No deadline	Send translated press releases.	1725 SW Roxbury St, Suite 8 Seattle, WA 98106		206.439.1188		laestaciondelafamilia.org	twitter.com/delafamilia	www.facebook.com/delafamilianetwork		YES
Latinx	La Grand KDDS 99.3 FM	Radio Station		24-hours/day, 7-days/week			1004 West James St Kent, WA 98032	contact@bustosmedia.com ;	503.445.0935 (Studio) 503.234.5550 (Bustos Media) 253.735.9700 (Seattle Office)	253.735.7424	kdds.lagrandradio.com/	twitter.com/LaGrandSeattle	www.facebook.com/lagrand993		YES
Latinx	La Pera Radio TV	Online Radio and Television Show		24-hours/day, 7-days/week		YES	768 S. Mission St Wenatchee, WA 98801	LatinaRadioTV@gmail.com	509.393.6868		laperaradiotv.com/	twitter.com/laperaradiotv	www.facebook.com/laperaradiotv/		
Latinx	La Raza del Noroeste	Weekly Print Newspaper & Online	22,190	Publishes every Friday.	Tuesday at 2:00pm prior to Friday publication date.	Send translated press releases.	Sound Publishing, Inc. PO Box 930 Everett, WA 98206		425.339.3009	425.339.3049	www.larazanw.com/	twitter.com/LaRazaNW	www.facebook.com/LaRazaNW		YES
Latinx	La Super Deportiva on KXPA 1540 AM	Radio Program		Airs Monday-Friday, 10:00am-11:00am	No deadline	English is fine	114 Lakeside Ave Seattle, WA 98122				kxpa.com/	twitter.com/rulassports	www.facebook.com/rulassports		YES
Latinx	M Radio Live	Online Radio Program		24-hours/day, 7-days/week	No deadline	YES	13023 NE 70th Pl Kirkland, WA, 98033	contacto@mradiolive.com	206.306.4981		mradiolive.com	twitter.com/mradiolive1	www.facebook.com/mradioliveapp/		
Latinx	MediaLuna Magazine	Online		24-hours/day, 7-days/week	No deadline	YES	Kirkland, WA	dleal@medialunaagency.com	206.446.5571		medialunamagazine.com	twitter.com/medialunapress	www.facebook.com/pg/MedialunaAgency		NO
Latinx	Menos Grilla Mas Politica	Online Radio Program									tunein.com/radio/Menos-Grilla-Mas-Politica-p762635/		www.facebook.com/people/Menos-Grilla-Mas-Politica/100009423796921		
Latinx	Noticias Univision on KUNS Univision	Television Station	400,000	Airs at 6:00pm and then is rebroadcast at 11:00pm.	Day of newscast by 1:00pm.	Send translated press releases.	KOMO Plaza 140 4th Ave N Seattle, WA 98109	info@kunstv.com	206.404.4199		kunstv.com/	twitter.com/UnivisionSea	www.facebook.com/UnivisionSeattle		YES
Latinx	Plataforma Latina TV	Media Production Company	n/a	n/a	n/a	Yes	16005 International Blvd SeaTac, WA 98188	info@plataformalatina.com	206.735.7985		plataformalatinatv.com/	twitter.com/plalatinatv	www.facebook.com/plataformalatinanetworks	www.instagram.com/plataformalatina_tv/	

Latinx	Radio Luz KNTS 1680 AM	Radio Station	40,000 listeners/week (estimated, not measured)	24-hours/day, 7-days/week	No deadline	Send translated press releases.	705 5th Ave S, Suite 350 Seattle, WA 98104	206.269.6273	206.777.1133	www.radioluzseattle.com/	twitter.com/radioluzseattle	www.facebook.com/radioluzseattle	www.youtube.com/user/RadioLuzSeattle		YES
Latinx	Siete Dias	Print Newspaper Every Other Week and Online	7,000	Mondays at noon every other week		Send translated press releases.	12005 NE 12th St. #26, Bellevue, WA 98005			elsietedias.com/	twitter.com/elsietedias	www.facebook.com/latinosenseattle https://www.facebook.com/elsietedias	www.elsietedias.com		
Latinx	Tu Decides/You Decide	Weekly Print Newspaper	20,000				7601 W. Clearwater Ave #320 Kennewick, WA 99336	info@tudecidesmedia.com		tudecidesmedia.com/		www.facebook.com/tudecides			YES
Latinx	Univision (KUNS)	Television Station	400,000	24-hours/day, 7-days/week	No deadlines for billboards or commercial spots.		KOMO Plaza 140 4th Ave N Seattle, WA 98109	info@kunstv.com	206.404.4199	kunstv.com/	twitter.com/UnivisionSea	www.facebook.com/UnivisionSeattle			YES
Latinx	Latino Communications Northwest	Video Production Company	n/a	n/a	n/a	Yes	PO Box 17287 Seattle, WA 98127	info@latinonorthwest.com		http://www.latinonorthwest.com/					
Multiethnic (English)	Community Radio KBCS 91.3 FM	Radio Station		24-hours/day, 7-days/week		English is fine.	3000 Landerholm Circle SE Bellevue, WA 98007-6406	office@kbc.fm	425.564.2427	kbc.fm	twitter.com/KBCS	www.facebook.com/KBCS8BellevueSeattle			YES
Multiethnic	Multicultural Radio Broadcasting KXPA 1540 AM	Radio Program		24-hours/day, 7-days/week	Send ASAP.		114 Lakeside Ave Seattle, WA 98122		206.292.7800	kxpa.com/		www.facebook.com/Kxpa1540			
Multiethnic	Rainier Avenue Radio (RainierAvenueRadio.world)	Online Radio		24-hours/day, 7-days/week			5262 Rainier Ave S Seattle, WA 98118			rainieravenueradio.world/	twitter.com/rainieraveradio	www.facebook.com/RainierAvenueRadio.World/			
Multiethnic	KVRU-LP KVRU 105.7 FM	Radio Program		24-hours/day, 7-days/week	Send ASAP.		3642 33rd Ave S, Suite C-5 Seattle, WA 98144			kvruc.org/	twitter.com/kvruc1057fm	www.facebook.com/KVRU105.7FM/			
Multiethnic	Seattle Community Media	Television Station		24-hours/day, 7-days/week			North Seattle Community College Room 0840A Education Building 9600 College Way North Seattle, WA 98103	help@seattlecommunitymedia.org	206.934.3937	www.seattlecommunitymedia.org/		www.facebook.com/SeattleCommunityMedia/			
Multiethnic (English)	The Voice	Online Newspaper	Seattle Housing Authority residents and Neighborhood House clients	Twice a month		English is fine.	Seattle Housing Authority 190 Queen Anne Ave N Seattle, WA 98109			seattlehousing.org/the-voice					N/A

Pacific Islander	Hawai'i Radio Connection on KXPA 1540 AM	Radio Program		Airs Saturdays & Sundays, 9:00am-10:00am		English is fine.	114 Lakeside Ave Seattle, WA 98122				www.kxpa.com/		www.facebook.com/Kxpa1540			
Pacific Islander	Hawai'i Radio Connection on KBCS 91.3 FM	Radio Program		Airs Saturdays, 12:00-2pm		English is fine.	3000 Landerholm Circle SE Bellevue, WA 98007-6406	office@kbcfs.fm	425.564.2427		kbcfs.fm/programs/hawaiian-radio-connection/	twitter.com/KBCS	www.facebook.com/KBCSBellevueSeattle	www.flickr.com/photos/kbc		YES
Pacific Islander	Radio Voice of Tonga	Radio Program				English is fine.		radiovtf@radiotongavtfusa.com	206.414.0968		www.radiotongavtfusa.com/	twitter.com/radiovtf	www.facebook.com/VoiceofTonga/			
Polish	Radio Wisla	Online Radio Station				English is fine.					www.radiowisla.com/		www.facebook.com/pages/Radio-Wisla/171242842887864			
Polish	Seattle Polish News	Online				English is fine.					www.polishnewsseattle.org/					
Russian	Radio Continent on KXPA 1540 AM	Radio Program		Airs Monday-Friday, 7:00am-9:00am	Send ASAP.	English is fine.	114 Lakeside Ave Seattle, WA 98122				kxpa.com/		www.facebook.com/Kxpa1540			
Russian	It's Not Evening Yet on KKNW 1150 AM Alternative Talk	Radio Program		Airs Thursdays, Wednesdays, and Fridays from 6:00pm-7:00pm	Send ASAP.	English is fine.	3650 131st Ave SE, Suite #550 Bellevue, WA 98006	kknwlistener@1150kknw.com	425.373.5536	425.373.5507	1150kknw.com/show/its-not-an-evening-yet/	twitter.com/1150kknw	www.facebook.com/1150KKNW			
Russian	Russian World	Twice monthly Newspaper	10,00+ readers				11410 NE 124th Street, #292, Kirkland, WA 98034						www.facebook.com/russianworldnewspaper/			
Somali	Nomadic Hustle	Podcast	n/a		n/a	English is fine.					www.thenomadiclustle.com/	twitter.com/nomadiclustle	www.facebook.com/thenomadiclustle/	www.youtube.com/channel/UCMc0MXrXYFiFXNxRnk4PJcA		N/A
Somali	Runta (The Truth)	Online			No deadline, they are online and can update as needed.		PO Box 18463, Seattle, WA 98118				www.runtanews.com/		www.facebook.com/runta.somali			YES
Somali	Salaxley TV	Online Television Program	7,700 subscribers on Youtube	No regular schedule. They upload programs as soon as they are finished.	Send ASAP.	English is fine.	15245 International Blvd, Ste 101, SeaTac, WA 98188	salaxleytv@gmail.com					www.facebook.com/SalaxleyTVChannelSeattleWa	www.youtube.com/user/moe53 https://plus.google.com/+moe53/posts		N/A
Somali	SomaliVoices of North America (SomaliVoices)	Social Media	8,000 followers	No regular schedule. Though, they seem to post rather inconsistently.	No deadline, they are online and can update as needed.	English is fine.		somalivoices@gmail.com	253.880.9000		n/a	twitter.com/Somalivoices	www.facebook.com/somali.voices/ www.facebook.com/somtvofseattle/			N/A
Somali	SomTV-Seattle	Television Program		Saturdays, 6pm-7pm	Send ASAP.	English is fine.		info@somtv.org			www.somtv.org					
Somali	Washington African Media Association (WAMA)	Media Coalition		Depends on the outlet	Depends on the outlet	English is fine.	OneAmerica Offices 1225 S Weller St Seattle, WA 98144	hello@washingtonafricanmedia.org			washingtonafricanmedia.org/					
Vietnamese	Northwest Vietnamese News / Người Việt Tây Bắc	Weekly Print Newspaper & Online	5,000	Publishes every Friday.	To buy an ad: reserve the space 7 days before Friday. They need the ad art 2 days before for Friday. To pitch a story: 7-14 days before Friday.	Send translated press releases.	6951 MLK Jr. Way S Seattle, WA 98118	nvtbraovat@aol.com	206.722.6984	206.722.0445	www.nvnorthwest.com/					YES
Vietnamese	Phuong Dong Times	Weekly Print Newspaper					6221 39th Ave S Seattle, WA 98118	phuongdong91@yahoo.com	206.760.9168		www.phuongdongnews.com www.saiгонbao.com/newsasia/seattle-tacoma-news.htm		www.facebook.com/Phuong-Dong-Times-251897924850548/			
Vietnamese	Saigon Bao	Newspaper						saigonbaocom@gmail.com								
Vietnamese	SBTN - Saigon Broadcasting Television Network	Video Production Company						nvtbraovat@aol.com								
Vietnamese	Seattle Viet Times	Weekly Print Newspaper	5,000	Publishes every Friday.	Thursday by noon is the deadline for ads and for articles.	Send translated press releases.	PO Box 2581 Issaquah, WA 98027-0118	seattleviettimes@gmail.com					www.facebook.com/seattleviettimes.svt			YES
Vietnamese	Xin Chao Magazine	Yearly Magazine (Print Only)	4,000	Publishes late January and September.	Deadlines: three months before the drop date.	English is fine.		editor@xinchaomagazine.com			xinchaomagazine.com/blog/	twitter.com/xinchaomagazine	www.facebook.com/XinChaoSeattle/#			N/A
Vietnamese	Viet Bao Mien Nam	Weekly Print Newspaper & Online				Send translated press releases.	787 Maynard Ave S Seattle, WA 98104	phubui@vietbao.com	253.228.8464	253.471.8464	vietbao.com	twitter.com/vietbaonline	www.facebook.com/vietba07148942500/			
Vietnamese	Vietnamese Today Weekly News / Người Việt Ngày Nay	Weekly Print Newspaper & Online					7101 Martin Luther King Jr. Way S, #203 Seattle, WA 98118	nguoivietngaynay@gmail.com	206.725.8384	206.452.0748	vnngaynay.com/					

No Longer Operating/Closed																
Latinx	Conexion Contigo	Online Radio Program	Conexion Contigo - 535 Lupita Zamora - 1,520	Airs Monday, Tuesday and Wednesday at 8 p.m. For summer, Lupita airs in the morning				206.397.2995			www.conexioncontigo.com		www.facebook.com/conexioncontigo/?fref=ts	www.linkedin.com/pub/lupita-zamora/42/889/56	www.youtube.com/L2ConexionContigo	
Ethiopian	Salon Ethiopia	Biweekly Print Newspaper	3,000	1st and 15th of each month	At least 2-days before publishing.	English is fine.	1400 S Jackson St, Suite 2 Seattle, WA 98144	contact@salonethiopia.com;					www.facebook.com/pages/Salon-Ethiopia/154815106895			
Asian (ALL)	International Media Distribution	Media Distributor		N/A	No deadline	English is fine		info@imd.us.com	818.777.9804		imedistribution.com/					
Latino	TeVionline.com	Online Video Production Company							206.383.5930		www.tevionline.com	twitter.com/tevionline	www.facebook.com/pages/TeVIOneLinecom-Your-Local-Entertainment-Channel/136267679769112			
Chinese	Asia Today	Online		Updates every Thursday morning.	Press release: Wednesday 10am. Ads: Monday at 10am.	Send translated press releases (traditional Chinese).	PO Box 75461 Seattle, WA 98175				www.asiatoday.us					
Korean	Korea Daily (Joong Ang Ilbo)	Daily Print Newspaper & Online	5,000 (print)	Publishes every morning from Tuesday to Saturday. The Friday edition is the weekend edition, which has more lifestyle/arts & culture content.	Deadline for ads is one week before day of publishing. Send press releases ASAP - by 10am if you want to make it into the next day's edition.	Send translated press releases.										YES
Filipino	Filipino American Herald	Monthly Newspaper & Online		Publishes on the 15th of each month.	For ads and articles: 10th of each month.	English is fine.	1115 N Northgate Way Seattle, WA 98133	info@filamherald.com;	206-280-8406	206.364.2305	www.filipinoamericanherald.com/fil-ambulletin.blogspot.com/idicseniorcenter.org/history.php		www.facebook.com/Filamherald			
Filipino	Filipino American Bulletin	Monthly Newspaper				English is fine.	7301 Beacon Ave S Seattle, WA 98108	idic_seattle@yahoo.com;	206.722.0907			twitter.com/IDICseniorctr	www.facebook.com/IDICseniorcenter			
Filipino	Pinoy Reporter	Monthly Online Newspaper				English is fine.	4970 Bridgeport Way W University Place, WA 98467				www.pinoyreporter.com/	twitter.com/pinoyreporter	www.facebook.com/PinoyReporter			
Vietnamese	Radio Saigon	Radio Station														
Somali	Saham Somali Newspaper	Newspaper														
Filipino	FilAm Journal	Monthly Newspaper		Publishes on the 15th of each month.	For ads and articles: 12th of each month.	English is fine.	12209 77th Ave S, Seattle, WA 98178				www.filjournal.com					
Indian/South Asian	Immigration with Tahmina Watson on KKDZ 1250 AM	Radio Program	Too early to know.	Airs every Tuesday at 10:00am and is rebroadcast on Friday at 8:00pm	ASAP	English is fine.	200 1st Ave W, Suite 104 Seattle, WA 98119				desi1250am.com/app/view-profile/100008			www.immigrationlawyersinseattle.com/		
Indian/South Asian	KKDZ 1250 AM - Desi 1250	Radio Program	Too early to know.	24-hours/day, 7-days/week	ASAP	English is fine.	200 1st Ave W, Suite 104 Seattle, WA 98119	contact@desi1250am.com;	206.285.1443		www.desi1250am.com	www.twitter.com/desi1250am	www.facebook.com/Desi1250AM/			YES
Multiethnic	Diversity News	Weekly Print Newspaper				English is fine.		pezz2@me.com daero1120@gmail.com; fitsum74@yahoo.com;			www.diversitynews.com					
Eritrean	Daero	Monthly Newspaper					PO Box 20624, Seattle, WA 98102				www.daerona.com					

<p>Southeast Asian/Multiethnic</p>	<p>KCBS 91.3 FM - The Spice Route</p>	<p>Radio</p>				<p>English is fine.</p>		<p>Bruce@kbcf.fm; sonya@kbcf.fm; PSA@kbcf.fm;</p>			<p>kbcf.fm</p>	<p>https://twitter.com/KBCS</p>	<p>https://www.facebook.com/KBCSBellevueSeattle</p>	<p>http://www.flickr.com/photos/kbcf</p>		
<p>Japanese</p>	<p>Nikkei Concerns Express</p>	<p>Online</p>				<p>English is fine.</p>	<p>1601 E Yesler Way Seattle, WA 98122-5640</p>	<p>darciat@nikkeiconcerns.org</p>								
<p>Korean</p>	<p>KBS Washington</p>	<p>Television Station</p>	<p>Claim 1.5 million viewers in Washington State</p>			<p>Send translated press releases.</p>	<p>32008 32nd Ave S, Federal Way, WA 98001</p>		<p>206.429.2577</p>	<p>206.429.2507</p>	<p>www.kbswa.com/</p>			<p>www.facebook.com/kbswa/</p>		<p>YES</p>
<p>Korean</p>	<p>Media Hankook</p>	<p>Weekly Newspaper & Online</p>		<p>Publishes every Friday</p>	<p>Deadline for ads and articles is every Wednesday COB.</p>	<p>Send translated press releases.</p>	<p>33110 Pacific Hwy S #8 Federal Way, WA 98003</p>	<p>ads@mhnakook.com</p>	<p>253.838.1587</p>	<p>253.517.7296</p>	<p>www.mediahankook.com</p>					
<p>Korean</p>	<p>Sports Seoul Seattle</p>	<p>Weekly Newspaper & Online</p>		<p>Publishes every Friday</p>	<p>Deadline for ads and articles is every Tuesday COB.</p>	<p>Send translated press releases.</p>	<p>33110 Pacific Hwy S #8 Federal Way, WA 98003</p>	<p>brucekim515@gmail.com</p>	<p>253.838.1587</p>	<p>253.517.7296</p>	<p>www.sportsseoulseattle.com/</p>					
<p>Latino</p>	<p>1480/1490 AM - ESPN Deportes</p>	<p>Radio</p>					<p>7126 MLK Jr. Way</p>	<p>maria.s@espndeportesseattle.com</p>			<p>www.espndeportesseattle.com</p>	<p>https://www.facebook.com/pages/ESPN-Deportes-Seattle-Radio/254963664584324?ref=ts&fref=ts</p>				
<p>Latino</p>	<p>Hispanavision KCJT</p>	<p>Television Program</p>						<p>kcjttv@yahoo.com;</p>								
<p>Latino</p>	<p>KXPA 1540AM - Zona Deportivas</p>	<p>Radio</p>						<p>noe_menendez@hotmail.com;</p>			<p>http://kxpa.com/</p>		<p>https://www.facebook.com/Kxpa1540</p>			
<p>Latino</p>	<p>KXPA 1540AM - Radio Variedades</p>	<p>Radio</p>						<p>radiovariedadesseattle@gmail.com;</p>			<p>http://kxpa.com/</p>		<p>https://www.facebook.com/Kxpa1540</p>			
<p>Latino</p>	<p>KXPA 1540AM - La Radio Universal</p>	<p>Radio</p>									<p>http://kxpa.com/</p>		<p>https://www.facebook.com/Kxpa1540</p>			
<p>Latino</p>	<p>Azteca TV Seattle (KFV & KVOS Ota Broadcasting)</p>	<p>Television Station</p>		<p>24-hours/day, 7-days/week</p>		<p>Send translated press releases.</p>	<p>3223 3rd Ave S, Suite 200 Seattle, WA 98134</p>		<p>206.624.2222</p>	<p>206.682.6666</p>	<p>www.otabroadcasting.com</p>					
<p>Latino</p>	<p>La Voz del Campesino</p>	<p>Radio Show</p>					<p>Northwest Communities Education Center, 121 Sunnyside Ave, PO Box 800, Granger, WA 98932</p>	<p>noticias@kdna.org; Frios@kdna.org;</p>			<p>www.kdna.org radiokdna.livek.com:8000/radio128</p>	<p>https://www.facebook.com/pages/Kdna-Radio/160975997257822</p>				
<p>Jewish/Israeli</p>	<p>JT News</p>	<p>Newspaper</p>						<p>assistanteditor@jtnews.net; lynnf@jtnews.net;</p>			<p>www.jtnews.net and http://www.jewish.com/index.php</p>	<p>https://twitter.com/iewishdotcom</p>	<p>https://www.facebook.com/iewishdotcom</p>			
<p>Vietnamese</p>	<p>Saigon Nhó</p>															
<p>Samoan</p>	<p>Samoa Northern Star</p>	<p>Newspaper</p>						<p>manusavaiipinin@gmail.com</p>			<p>www.samoanorthernstarnews.com</p>					
<p>Latino</p>	<p>El Informativo</p>	<p>Newspaper (monthly)</p>						<p>rafael9010@gmail.com;</p>								
<p>Latino</p>	<p>Television</p>	<p>???</p>					<p>715 West Yakima Ave, Yakima, WA 98902</p>	<p>hispanavision39@gmail.com;</p>			<p>www.hispanavision.net</p>		<p>https://www.facebook.com/GrupoHispanavision</p>			
<p>Latino</p>	<p>Television</p>	<p>???</p>					<p>P.O. Box 17287 Seattle, WA 98127</p>	<p>info@latinonorthwest.com; marthasanchez@latinonorthwest.com;</p>			<p>www.latinonorthwest.com</p>		<p>https://www.facebook.com/pages/Latino-Northwest-Communications/162697213815728</p>			
<p>Latino</p>	<p>Television</p>	<p>???</p>						<p>tgomez@kcts9.org;</p>		<p>206.443.6691</p>	<p>kcts9.org/tv-schedule/kcts-9-v-me</p>	<p>https://twitter.com/kcts9</p>	<p>https://www.facebook.com/KCTS9</p>			

RAPIDRIDE J LINE

Overview

The RapidRide Roosevelt Project will upgrade Route 70 to provide high-quality service connecting Downtown Seattle with the neighborhoods of Belltown, South Lake Union, Eastlake, University District, and Roosevelt. We're partnering with King County Metro (KCM) to enhance transit connections and upgrade existing bus routes to Metro RapidRide service. Upgrading service will keep people moving by:

- Improving transit travel times and reliability with buses every 7.5 minutes during morning and afternoon peak periods and afternoon peak transit travel time reduced by 17 minutes in 2024
- Reducing overcrowding by adding about 60 additional bus trips each day
- Providing frequent and on-time transit service with more buses at night and on weekends combined with smarter traffic signals that give the bus additional green lights
- Upgrading bus stations with lighting, real-time arrival info, and all-door boarding
- Improving connections to regional transit service like new Link light rail stations, additional RapidRide lines, and the Seattle Streetcar
- Enhanced safety and predictability for everyone with about 5 miles of new protected bicycles lanes on Fairview Ave E, Eastlake Ave E, and 11th/12th Ave NE
- Improving roadway conditions by repaving Eastlake Ave E and adding a new top layer of pavement (i.e. pavement overlay) on 11th/12th Ave NE
- Improving sidewalks and upgrading approximately 200 curb ramps to meet ADA requirements
- Lowering carbon emissions by adding new electric trolley wire and providing attractive alternatives to driving alone

As a result, daily ridership is expected to more than double by 2024 with 21,600 riders per day.

Outreach activities

Date	Event
Phase 1 - Mode Analysis and Existing Conditions	
February 2015	Presented to Eastlake District Council meeting
Phase 2 - Characteristics of BRT and Multimodal Components	
March-April 2015	Key stakeholder group outreach, including phone calls to develop an outreach list
May 2015	Open houses (2) to discuss mode analysis and existing conditions
July 2015	Joined Cascade Bicycle Club for walking audit of Eastlake Ave E
August 2015	Presentation to South Lake Union Chamber of Commerce
September 2015	Forum meeting in South Lake Union to discuss mode options

Date	Event
September 2015	Forum meeting in South Lake Union to discuss mode options
October 2015	Presented to Eastlake District Council meeting
November 2015	Forum meeting in South Lake Union to discuss BRT in-depth
November 2015	Presented to Roosevelt Neighborhood Association
December 2015	Open houses (2) to discuss BRT and multi-modal options
January 2016	Presented to Maple Leaf Community Council
January 2016	Presented to University Transportation Committee
January 2016	Presented to Eastlake Community Council
March 2016	Presented to U-District Partnership
March 2016	Project staff conducted business access survey
Phase 3 - Recommended Corridor Concept	
May 2016	Forum meeting to review recommended corridor concept
June 2016	Presentation to Seattle Transit Advisory Board
June 2016	Presented to Fred Hutchinson staff
June 2016	Open houses (2) to review recommended corridor concept
July 2016	Reviewed recommended corridor concept with Vulcan staff
September 2016	Presentation to Seattle Bicycle Advisory Board
July 2017	Submitted Locally Preferred Alternative to Seattle City Council (approved July 2017)
November 2017	Notifications for public scoping meeting: • Email update • Mailed notice
December 2017	Public scoping open house to inform project Environmental Assessment
March 2018	Attended Eastlake Community Council meeting
April 2018	Attended Eastlake Community Council meeting

Date	Event
August 2018	Project email update
September 2018	Presentation to Seattle Bicycle Advisory Board
October 2018	Notifications for Eastlake neighborhood question and answer meeting: • Email update • Mailed notice
October 2018	Hosted Eastlake neighborhood question and answer session to review bicycle alternatives analysis and parking analysis
December 2018	Email invitations sent for Eastlake community parking workshop
January 2019	Hosted Eastlake community parking workshop to discuss opportunities for RPZ updates, transportation options, shared parking, and load zone relocations
April 2019	Attended Eastlake Community Council meeting
April to June 2019	Project outreach staff conducted door-to-door access surveys for Eastlake businesses
May 2019	Attended WSDOT/SDOT community parking briefing to review parking effects from the SR 520 project
July 2019	Briefing with Friends of Seattle's Olmsted Parks to review the Ravenna Boulevard park
July 2019	Briefing with members of Eastlake Community Council and SAFE Eastlake
July 2019	Notifications for Eastlake business parking workshops: • Mailed notice • Emailed notice • Door-to-door flyers
July 2019	Hosted Eastlake business parking workshops to discuss opportunities for load zone relocations, transportation options, shared parking, and RPZ updates
October 2019	Hosted U-District and Roosevelt Open House and Question & Answer Session
October 2019	Hosted Eastlake, South Lake Union and Downtown Open House and Question & Answer Session
October 2019	Captured community feedback through online open house

MADISON BRT – RAPIDRIDE G LINE

Overview

The project will provide fast, frequent, reliable, and safe public transportation between 1st Ave in downtown Seattle and Martin Luther King Jr Way. The route will serve densely developed neighborhoods in downtown Seattle, First Hill, Capitol Hill, the Central Area, and Madison Valley. It will connect to dozens of bus routes, the First Hill Streetcar, and ferry service at the Colman Dock Ferry Terminal.

Outreach activities

2/4/2015	Briefing: Seattle Bike Advisory Board
5/13/2015	Briefing: Seattle Pedestrian Advisory Board
6/3/2015	Briefing: Seattle Bike Advisory Board
12/16/2015	Briefing: Seattle Transit Advisory Board
5/12/2016	Meeting with Seattle Public Library
5/16/2016	Meeting with Olympic Hotel Garage
6/6/2016	Email update: Project Update
6/15/2016	Briefing - 1111 3rd Ave Property
6/15/2016	Abraham Lincoln building briefing
6/22/2016	FTA Madison Corridor Tour
6/22/2016	Central Area Land Use Review Committee meeting
6/23/2016	Briefing - Lennar Multifamily Communities
6/27/2016	23rd Ave ACT briefing
6/27/2016	Town Hall briefing
6/30/2016	Briefing - Safeco Plaza
7/8/2016	Flyering: Madison Valley
7/9/2016	Squire Park Community Council Quarterly General Meeting
7/11/2016	First Presbyterian Church
7/11/2016	Briefing - First Hill Improvement Association
7/12/2016	Downtown District Council
7/12/2016	12th Ave Stewards briefing
7/13/2016	Women's University Club briefing
7/13/2016	Pony Bar briefing
7/14/2016	Kimpton Hotel Monaco briefing
7/14/2016	Central Area Neighborhood District Council
7/20/2016	Flyering: Madison Valley
7/20/2016	Email Update: Join us at upcoming open houses
7/21/2016	First Hill Door-to-Door & Bus Stop Outreach
7/21/2016	Cascade Bicycle/Seattle Neighborhood Greenways
7/22/2016	Sorrento Hotel briefing
7/22/2016	Bailey-Boushay House briefing
7/25/2016	Aegis Madison briefing
7/26/2016	Watermark Tower Briefing
7/26/2016	TCC briefing
7/27/2016	Seattle University Briefing
7/27/2016	Seattle Public Library briefing

7/28/2016	Tabling @ SafeCo Plaza
7/30/2016	Tabor 100 briefing
8/2/2016	Email Update: Reminder: share your thoughts about Madison Street BRT
8/3/2016	Open House: Seattle University
8/4/2016	Open House: Town Hall
8/8/2016	Email Update: Reminder: Tomorrow is our final in-person meeting on the current design!
8/9/2016	Open House: YMCA
8/16/2016	Media: Madison Park Times Article
8/18/2016	Email Update: Thank you from Madison Street BRT!
8/20/2016	Central Area Community Festival
9/13/2016	McKinney Manor briefing
10/13/2016	Urban League briefing
11/7/2016	Briefing: Central Area Chamber of Commerce
11/7/2016	Briefing: Casa Latina
11/10/2016	Briefing: First AME Church
11/11/2016	Door-to-door outreach: Madison Valley
11/11/2016	Door-to-door outreach: First Hill, Downtown
11/16/2016	Madison Valley Merchants' Association briefing
11/22/2016	Briefing: Centerstone
1/9/2017	Email Update: Madison Street Bus Rapid Transit project update
1/10/2017	HALA open house
1/11/2017	Small group meeting: Central Area, 17th - 20th Aves
1/17/2017	Small group meeting: First Hill, Minor-Broadway
1/17/2017	Small group meeting: First Hill, 9th - Minor on Spring and Madison
1/18/2017	Small group meeting: Downtown, 2nd-6th Aves, S of Madison
1/23/2017	Small group meeting: First Hill, 7th-9th Aves between Seneca and Marion
1/24/2017	Small group meeting: Downtown, Western-2nd Ave, b/w Spring and Marion
1/24/2017	Small group meeting: Downtown, 2nd-6th Aves, along Spring
1/26/2017	Small group meeting: First Hill/Capitol Hill
1/30/2017	Small group meeting: Central Area/Madison Valley, 23rd-27th Aves
1/30/2017	Small group meeting: Capitol Hill, 14th-17th Aves
1/30/2017	Small group meeting: Capitol Hill, 12th-14th Aves
1/31/2017	Small group meeting: Madison Valley, MLK-29th Ave E
1/31/2017	Small group meeting: Madison Valley, 27th Ave E-MLK
2/1/2017	Small group meeting: Central Area, 20th-23rd Aves
2/9/2017	Briefing: Madison Parkview Condominiums
2/22/2017	Email Update: Join us at a March open house!
2/27/2017	Briefing: Ferrari and Essensuals London
3/6/2017	Media: Madison Valley Times Open House Announcement
3/6/2017	FHIA briefing

3/8/2017	Madison Valley Community Council briefing
3/8/2017	Email Update: Join us in-person or online!
3/13/2017	Seattle U Sidewalks Meeting
3/15/2017	Briefing: Madison Valley Merchants Association
3/21/2017	Email Update: Last day to comment online is tomorrow!
5/1/2017	Invitation: Madison & 24th Meeting
5/18/2017	Seattle U student briefing
5/18/2017	Email Update: Madison Street Bus Rapid Transit project updates
5/19/2017	Walk: Madison & 24th Meeting
5/23/2017	Expeditors briefing
6/5/2017	Women's University Club briefing
6/5/2017	First Hill TOD Open House
6/7/2017	Geotech outreach: Madison Valley
6/20/2017	Invitation: Madison & 12th Meeting
7/28/2017	Email Update: Madison Street Bus Rapid Transit project updates
8/5/2017	Umoja Fest
8/28/2017	Media: Madison Park Times: SDOT hopeful for Madison BRT funding
9/1/2017	September Geotech outreach (part 1)
10/16/2017	Age Friendly Senior Walk Tour
11/3/2017	Bailey-Boushay House Walk Through
11/13/2017	3/31/2017 Areaway Findings Sent to Expeditor's International
11/15/2017	Madison Valley Merchants Association
11/27/2017	Email Update: Madison Street Bus Rapid Transit updates
1/8/2018	First Hill Improvements Association: Transportation Committee
1/9/2018	Lauren emails Justin the PHIA presentation
1/9/2018	First Hill Improvements Association: Public Meeting
1/16/2018	Media: Madison Park Times: Madison RapidRide shoots for 2021 service
2/1/2018	Email Update: Madison Street Bus Rapid Transit updates
2/15/2018	SEPA Comment Period (DNS)
2/15/2018	Email Update: Madison Street BRT: SEPA comment period starts today (2/15)
2/22/2018	Media: Madison Park Times: SDOT taking comments on Madison BRT environmental review
2/26/2018	February 26, 2018 MEETING
3/1/2018	Rebecca emails EJ about loading and parking needs.
3/2/2018	Eric follows up with Sherry to exchange contact information
3/6/2018	Briefing: FHIA
3/7/2018	Rebecca emails Karen about Library activities
3/7/2018	Briefing: West Edge Neighborhood Association
3/13/2018	Briefing: Betsy Braun meets with Marcia Wagoner
3/14/2018	Eric emails Betsy new meeting times
3/20/2018	Briefing: Betsy Braun meets with Eric

3/22/2018	Briefing: Brandon Mucz
3/30/2018	Eric emails Follow-up from the March 7 RapidRide G Meeting
4/9/2018	Media: Seattle Times: Snohomish County bus line secures federal funding despite Trump threats
5/31/2018	Letter Response to Alex Hudson
6/18/2018	Briefing with Tino (Ferrari)
7/21/2018	Bon Odori Festival
8/4/2018	Umoja Fest
8/10/2018	Madrona Farmers Market
12/18/2018	Briefing: Betsy Braun
1/4/2019	Briefing: FHIA meets with SDOT and 3 Square Blocks
1/7/2019	February-March 2019 Utility Potholing
1/8/2019	Interview w/Madison Park Times
1/14/2019	Media: Madison Park Times
3/4/2019	FHIA Transportation Committee briefing
3/7/2019	Briefing: Expeditors
3/11/2019	Email response to FHIA Trans. Comm. questions
3/12/2019	Briefing: GSA meets with SDOT and 3 Square Blocks
5/2/2019	Briefing: Holyoke Building meets with SDOT and 3SB
5/18/2019	20/20 Cycle PBL Pop-up Event
5/20/2019	May-June 2019 Utility Potholing
6/12/2019	Briefing with Seattle Public Library
7/9/2019	July 9th- First Hill Improvement Association Briefing
7/11/2019	Briefing with Seattle Public Library
7/12/2019	Briefing with Seattle Public Library
7/14/2019	Mighty-O Donuts pop-up
7/18/2019	Open House 1
7/21/2019	Essential Bakery Cafe pop-up
7/24/2019	Open House 2
7/26/2019	Media: Capitol Hill Seattle Blog
7/26/2019	Madrona Farmers Market Pop-up event
7/28/2019	Capitol Hill Farmers Market
8/7/2019	Small First Hill businesses in property managed by Hunters Capital plus Hotel Sorrento representatives
10/26/2019	Tabor 100 briefing
10/30/2019	Mt Zion Staging Briefing
11/4/2019	Central Area Chamber of Commerce
11/7/2019	Power Connect Mixer Capitol Hill Street Scapes
12/3/2019	Madison Valley Merchant Association
12/11/2019	Briefing with First Hill Improvement Association
12/17/2019	Downtown Business Group Briefing
2/12/2020	Pre-Construction business door to door outreach
3/10/2020	Briefing with Frank Taylor
3/17/2020	Meeting with Seattle Public Library
4/7/2020	Briefing with Ian Gomez, GSA

9/2020	Door-to-door outreach combined with emails and phone calls to neighbors
9/2020	Media press release

Translated materials (more materials on [webpage](#))

- [Fact sheet](#)
- [Fact sheet \(Simplified Chinese\)](#)
- [Fact sheet \(Korean\)](#)
- [Fact sheet \(Vietnamese\)](#)

GREEN LAKE AND WALLINGFORD PAVING & MULTI-MODAL IMPROVEMENTS

Overview

On many streets, we've developed new lane layouts and redesigned intersections. New street elements will include:

- More than 6 miles of repaved streets
- More than 500 new or upgraded curb ramps to meet Americans with Disabilities Act (ADA) guidelines
- Nearly 4 miles of new, enhanced, or upgraded bike lanes, including:
 - Protected bike lanes along Green Lake Dr and Green Lake Way on the east side of the lake, continuing on Stone Way to 46th
 - Enhanced crossings for people biking on Latona Ave NE at N 40th St and NE Pacific St
 - Enhanced bike lanes on N 50th west of Stone Way N
- Improvements at many intersections, including new signals at select locations
- Sidewalk repair and replacement in select locations
- Bus stop relocations and consolidations for better transit speed and reliability. Below is an overview of the changes being made along specific segments of the full project area.

Outreach activities

When	What	Details
April 2017	Project kick-off	Calls and emails to schools, businesses, community centers, and community/advocacy groups in the project area
May 2017	Open House	Opportunity for input on design
June 2017	Drop-In Session	Opportunity for input on design
July 2017	Seattle Bicycle Advisory Board	Briefing
	Door to door outreach	N 40 th St, Green Lake Dr N, and Stone Way businesses
February 2018	Mailing	Letter to Green Lake businesses and residents about the project and parking impacts
	Green Lake and Wallingford Safe Streets	Briefing
	Meeting with representatives from Green Lake and Wallingford Safe Streets group and SDOT project team members	Discussed the group's priorities on design for the project area
March 2018	Door to door outreach	Green Lake businesses
April 2018	Seattle Pedestrian Advisory Board	Briefing
	Listserv announcement	Project design kick-off
	Meeting with Wallingford Community Council	Discussed N 50 th St/Stone Way N intersection channelization plans

	representative and City's Traffic Engineer	
May 2018	Phinney Neighborhood Association Greenwood Senior Center Green Lake Community Center Woodland Park Zoo Green Lake Community Council Good Shepherd Center Meridian School	Briefings with directors and staff
	Tilth Edible Plant Sale	Event Tabling
June 2018	Phinney Ridge Community Council Wallingford Community Council Seattle Bicycle Advisory Board Green Lake Chamber of Commerce	Briefings
	Wallingford Farmer's Market	Event Tabling
July 2018	Listserv update	Notice about 4 upcoming drop-in sessions
	Milk Carton Derby at Green Lake	Event Tabling
	4 Drop-In Sessions held	Opportunity for input on 60% design Weekday and weekend sessions held
September 2018	Meetings with Special Events staff and Green Lake Community Center Coordinator	Discussions about special events coordination during construction
October 2018	Meeting with chair of Green Lake/Wallingford Safe Streets group	Discussed potential bike lane improvements on Green Lake Way near Woodland Park
November 2018	Wallingford Community Council	Briefing
November – December 2018	Business outreach	Phone calls to businesses, churches, and schools in the project area to inform about the project, improvements/impacts coming, and collect accurate contact information
February 2019	Listserv update	Final design details Shared "Feedback and Action Plan: What We Heard and What We're Doing"
	Mailing to property owners in project area	Alerting regarding encroachment in the right-of-way that require removal

March 2019	Green Lake Park vendors Seattle Parks staff Woodland Park Zoo staff	Briefings
	Business survey	Sent to local businesses in the project area
May 2019	Listserv update	Sharing upcoming construction details
June 2019	Bike Connections Survey	Sent to listserv regarding alternative bike connections on 40 th
	Listserv update	Sharing upcoming construction details
July 2019	Pre-Construction Open House	Sharing details of final design, construction schedule, and impacts through design roll plots, project team members, presentation, Q&A.
September 2019	Green Lake Fun and Wellness Fair	Event tabling
October 2019	Phinney Ridge Community Council	Briefing
	Door to door flyering	Notices about driveway impacts on N 50 th St
	Emails to businesses	Alerting regarding intersection work at Green Lake Dr N/ Densmore and W Green Lake Way N/E Green Lake Way N
November 2019	Green Lake Community Council	Briefing
	Door to door flyering	Notices about intersection closure at N 50 th St and Meridian
	Emails to Wallingford Preschool and Keystone Church	Alerting regarding intersection closure at N 50 th St and Meridian
January 2020	Emails and calls to Irwin's Bakery and Gift of Grace Church	Alerting regarding upcoming work at N 40 th St and Bagley
June 2020	Bike Happy Organization	Virtual Briefing
September 2020	Greenwood Community Council	Virtual Briefing
October 2020	Door to door flyering Yard Signs	Notices about upcoming work on N 80 th St
	Business survey	Sent to businesses on Green Lake and 80 th
November 2020	Final design mailer	Mailer to residents reminding them about changes in the right-of-way and travel movements for all modes

		(walking, biking, taking transit, and driving)
Ongoing	Weekly construction updates to listserv Coordination with local businesses on impacts Encroachment notifications Meetings with constituents who have input on design Coordination with Seattle Parks to reach park users/constituents	

Translated materials (more materials on [webpage](#))

- [Program fact sheet](#) (November 2019)
- [Translated program fact sheet - Chinese \(ä.-æ-†\)](#) (November 2018)
- [Translated program fact sheet - Somali](#) (November 2018)
- [Translated program fact sheet - Spanish \(Español\)](#) (November 2018)
- [Translated program fact sheet - Vietnamese \(Tiáºng Viá»†t\)](#) (November 2018)

DELDRIDGE WAY SW - RAPIDRIDE H LINE

Overview

We're working to make Delridge Way SW a better street for buses by bringing multimodal improvements to the neighborhood in coordination with new Metro RapidRide service. Delridge Way SW - RapidRide H Line project includes new bus lanes to sail past traffic, a new bus signal to hop to the front of the line at red lights, and a commitment to getting people walking and biking around the neighborhood and to new stops.

Outreach activities

Date	Activity Type	Description
October 7, 2020	Open house; public meeting	26th Ave SW Greenway Diverter Community Meeting
October 1, 2020	Email	Confirming preservation of Youngstown trees
September 21, 2020	Email	Youngstown Tree Removal Communications
September 18, 2020	Email	Diverter Virtual Meeting Notification
September 17, 2020	Flyering	Delridge Way SW - RapidRide H Line flyering: SW Oregon St intersection closure/driveway closures
August 12, 2020	Phone calls	Business outreach to let them know work is completed in the area
July 28, 2020	Email	Diverter on SW Brandon St and SW Genesee St on 26th Ave SW feedback followup
July 24, 2020	Email	July traffic diverter emails
March 3, 2020	Email	Newsletter from Councilmember Lisa Herbold
December 18, 2019	Email	Invitation for Delridge Way SW- RapidRide H Line Briefing (90)
December 7, 2019	Site visit	Site Walk for SW Brandon Street and SW Findlay Street
December 2, 2019	Press release	SDOT Press Release: Input needed for SW Brandon & SW Findlay Streets Trail Improvements & Wayfinding
November 21, 2019	Meeting	RapidRide H Line 90% Meeting with Bike Community Stakeholders
November 11, 2019	Email	RapidRide H Line Business Briefing Invitation
October 14, 2019	Phone call	Briefing with Keith Mathewson about RapidRide H Line
September 27, 2019	Briefing	Olympic Pizza (Delridge) Briefing
September 13, 2019	Stakeholder meeting	The Vida Agency Presentation

August 10, 2019	Open house; public meeting	Delridge Days
July 25, 2019	Briefing	West Seattle Transportation Coalition July Meeting
June 29, 2019	Event	Arts in Nature Festival
June 28, 2019	Site visit	RapidRide H line - Business Outreach Walk
June 26, 2019	Briefing	Highland Park Action Coalition Briefing
June 15, 2019	Open house; public meeting	Wetlands Block Party
June 5, 2019	Briefing	Lynda Bui Briefing
May 30, 2019	Open house; public meeting	Delridge Way SW - RapidRide H Line 30% Design Open House
May 29, 2019	Open house; public meeting	Delridge Way SW - RapidRide H Line 30% Design Open House
May 22, 2019	Briefing	West Seattle Blog: Delridge Way SW RapidRide H Line Briefing
May 21, 2019	Open house; public meeting	Delridge Way SW- Open Houses May 29 and 30 Announcement
April 24, 2019	Flyering	Outreach to Business along the Delridge RapidRide Corridor
March 12, 2019	Open house; public meeting	Delridge Station Community Workshop
March 12, 2019	Briefing	Sound Transit Delridge 'Community Workshop' Briefing
March 8, 2019	Email	Email Update: Delridge Way SW - RapidRide H Line
March 5, 2019	Briefing	Seattle City Council Transportation Committee Briefing
February 25, 2019	Briefing	Presentation to West Seattle Women Democrats
January 29, 2019	Email	STAB Meeting Follow Up
December 20, 2018	Email	Delridge H line SPAB follow-up
December 20, 2018	Email	SPAB Letter
December 17, 2018	Stakeholder meeting	Dan met with Jessica Guerrette
December 14, 2018	Stakeholder meeting	Delridge bike stakeholder meeting
December 5, 2018	Email	SBAB Delridge RapidRide meeting
December 3, 2018	Email	Dan emails Chukundi (SDOT) about ped/bike/safety connections
November 28, 2018	Briefing	Seattle Transit Advisory Board November Meeting
November 14, 2018	Briefing	SPAB Presentation

November 14, 2018	Briefing	Delridge Youngstown Meeting
November 6, 2018	Email	DON distributed H Line Survey
October 15, 2018	Open house; public meeting	Delridge PACE Pop-Up
October 12, 2018	Email	Email Update: Take our online survey to help us redesign Delridge Way SW
October 10, 2018	Open house; public meeting	White Center Open House
October 4, 2018	Email	RR H Line OH info to SHA
October 4, 2018	Email	RR H Line OH info to WWRHAH
October 3, 2018	Press release	RapidRide H Line News Release
October 2, 2018	Email	RR H Line: Weigh in on next phase to redesign Delridge Way SW
October 1, 2018	Email	Proposed Delridge Way SW bike lane between SW Juneau and Graham streets
September 25, 2018	Briefing	RapidRide H Mobility Advocate Briefing
September 14, 2018	Email	RapidRide H Line Upcoming Outreach
August 31, 2018	Email	Dawn requests briefing with bike stakeholders
July 17, 2018	Media outreach	WSB: See what's now being considered for Delridge Way SW in RapidRide H Line conversion – with a new date
July 16, 2018	Email	Dawn emails Seattle Greenways about RR H Line
May 31, 2018	Email	Therese emails updated bike lane plan to Principal Ostrom
May 3, 2018	Email	Dawn emails W. Seattle Bike Connections about PBL outreach
April 4, 2018	Email	Dawn emails W. Seattle Bike Connections about PBL outreach
January 29, 2018	Mailing	EI mailed RR H line materials to Doris Hixon
January 29, 2018	Briefing	SDOT briefed Principal of Chief Sealth HighSchool
January 23, 2018	Email	EI emailed Michael PDFs of the RR H Line fact sheets
January 19, 2018	Site visit	Ride with SDOT: bike tour of Delridge corridor with West Seattle Bike Connections
January 17, 2018	Drop-in session	Delridge RR H Line drop-in and Delridge Neighborhoods District Council workshop
January 11, 2018	Email	Email update: Help us redesign Delridge Ave SW
January 9, 2018	Mailing	RR H Line mailer
January 5, 2018	Briefing	Louisa STEM School RRH Briefing
December 20, 2017	Email	Dawn's email to Irene to brainstorm about RRH

December 15, 2017	Email	EI emailed Louisa Boren STEM K-8 to schedule a briefing re: RR H line
December 12, 2017	Email	EI emailed Chief Sealh HS to schedule a briefing re: RR H Line
December 12, 2017	Email	EI emailed Denny MS to schedule briefing re: RR H line
December 8, 2017	Briefing	RapidRide H Mobility Advocate Briefing
November 13, 2017	Email	Dawn send briefing request to H line bike working group
August 12, 2017	Drop-in session	Delridge Day - tabling for RapidRide H Line
June 26, 2017	Briefing	Delridge Neighborhood Development Association Briefing
May 6, 2017	Briefing	HALA Meeting- West Seattle
April 24, 2017	Briefing	Louisa Boren STEM Elementary Briefing
April 4, 2017	Briefing	Westwood/Arbor Heights/Roxbury Community Council
March 24, 2017	Drop-in session	Community drop-in
March 23, 2017	Drop-in session	Bus stop drop-in
March 22, 2017	Briefing	Transit Advisory Board Meeting
March 22, 2017	Drop-in session	Bike drop-in
March 21, 2017	Drop-in session	Bus stop drop-in
March 20, 2017	Drop-in session	Bike Drop-In
March 20, 2017	Drop-in session	Bus stop drop-in
March 20, 2017	Email	Sent RapidRide H Line email update to listserv
March 16, 2017	Flying	Delivered posters to businesses along Delridge Way SW
March 13, 2017	Media outreach	Ethnic media briefing
March 13, 2017	Email	Sent RapidRide H Line email update to listserv
March 13, 2017	Email	Sent RapidRide H Line Stakeholder Email
March 13, 2017	Open house; public meeting	RapidRide H Line Online Open House
March 10, 2017	Mailing	RapidRide H Line mailer
March 8, 2017	Briefing	Seattle Pedestrian Advisory Board meeting
March 1, 2017	Briefing	Seattle Bicycle Advisory Board meeting
Ongoing	Media outreach	Construction Notification
Ongoing	Weekly Construction Email	Construction Notification
Ongoing	Weekly Construction Flying	Construction Notification

Translated materials (more materials on [webpage](#))

- [العربية \(Arabic\)](#)
- [Afaan \(Amharic\)](#)
- [English \(English\)](#)
- [Oromo \(Oromo\)](#)
- [Soomaali \(Somali\)](#)

- [Español \(Spanish\)](#)
- [Tagalog \(Tagalog\)](#)
- [Tiếng Việt \(Vietnamese\)](#)

Jenny A. Durkan, Mayor
Mariko Lockhart, Director

Language Access Program

The Language Access Program seeks to help all immigrant and refugee residents, regardless of English proficiency, experience meaningful and equitable access to City information, programs, services, and civic engagement. The program aims to achieve these outcomes:

Welcoming City. Foster a welcoming environment where immigrant and refugee residents see themselves reflected and represented in culturally relevant communications from City departments and staff.

Seamless Integration. Support immigrant and refugee community members in successfully integrating into and participating in Seattle's civic, economic, and cultural life by providing in-language communication and outreach.

Resilience and Emergency Preparedness. Build an in-language information rapid dissemination system in communities and prepare community members to effectively respond to future emergencies.

Trust and Relationship. Establish meaningful two-way communication for residents to receive information and provide feedback.

Visit the Language Access Program web page for more information:

<http://www.seattle.gov/iandracffairs/LA>

Contact Information: Peggy Liao, Language Access Program and Policy Specialist

Peggy.Liao@seattle.gov (206) 615-0195 / (206) 688-0003

Resources:

<http://www.seattle.gov/Documents/Departments/Mayor/Burgess-Executive-Order-2017-10-Language-Access.pdf>

RECONNECT WEST SEATTLE SURVEY

About this survey

Privacy Notice: Information provided in this survey is considered a public record and may be subject to public disclosure. For more information, see the Public Records Act, RCW Chapter 42.56. To learn more about how we manage your information, see our Privacy Statement.

The Reconnect West Seattle Survey will play a critical role in shaping the work we do under the Reconnect West Seattle Mobility Action Plan, which aims to move as many people on and off the peninsula as possible despite significantly reduced travel lanes, while reducing the impact of increased detour traffic through neighborhoods like Highland Park and South Park.

In order to maintain steady movement across the Duwamish, we need every person in West Seattle to, within their means, consider how they can travel to and from West Seattle without a car.

Your consideration is important because the High-Rise Bridge closure has created a traffic management conundrum that cannot be solved by the detour routes. At the beginning of 2020, there were 21 vehicle travel lanes crossing the Duwamish River, with connections to the West Seattle peninsula: the West Seattle High Bridge (7 lanes), the Low Bridge (2 lanes), the 1st Ave South Bridge (8 lanes) and the South Park Bridge (4 lanes). With the High-Rise Bridge closure and the Low Bridge restrictions, there are now 12 travel lanes for personal vehicles concentrated at the south end.

We expect this challenge to worsen as social-distancing requirements end and more people return to work, school, and regular travel.

The goal of Reconnect West Seattle is to support similar levels of travel across the Duwamish to those seen before the closure of the West Seattle High-Rise Bridge, while also reducing the environmental injustice impact to communities on the detour routes in the Duwamish Valley.

To accomplish this, we're setting some ambitious targets for ourselves – and for you – to change how you get around in the future when social distancing requirements are lifted.

The Seattle Department of Transportation (SDOT) is working closely with our partners at King County, the Washington State Ferries, the Washington State Department of Transportation, Sound Transit and the Port of Seattle/Northwest Seaport Alliance to identify more travel options to help West Seattle travelers.

This survey is your first chance to let SDOT and our partners know what you need to help you get around while the West Seattle Bridge is closed and to achieve our shared goal to Reconnect West Seattle. This survey is also your opportunity to identify and prioritize needed projects and improvements for the bike network.



Seattle
Department of
Transportation

About you

Please tell us a little bit about yourself and where you live in West Seattle.

1. Select your zip code for your primary residence:

- ☐ 98116
- ☐ 98136
- ☐ 98126
- ☐ 98146
- ☐ 98168
- ☐ 98108
- ☐ 98106
- ☐ Other (please specify) _____

2. Enter the zip code for your most frequent destination outside of West Seattle (i.e. Work, school)

3. What is your age?

- ☐ 11 - 17
- ☐ 18 - 24
- ☐ 25 - 30
- ☐ 31 - 35
- ☐ 36 - 40
- ☐ 41 - 50
- ☐ 51 - 64
- ☐ 65+

4. Do you identify as: (Check all that apply)

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Hispanic or Latino/a
- ☐ Native Hawaiian or Pacific Islander
- ☐ White
- ☐ Other (please specify): _____

5. In what language do you speak most frequently?

6. What do you call your neighborhood where you live (open ended)?

Your regular trip patterns BEFORE the bridge closure and social distancing

Please share with us a quick summary of your regular trip habits prior to the High-Rise Bridge closure in March 2020 and the social-distancing impacts of COVID-19.

Note: If your typical trip was multi-part, choose what mode you used for the longest (longest = distance) segment by distance.

7. Before March 2020, how many days per week did you use the following options to travel to/from West Seattle? Indicate the longest distance leg of your trip if you use several options.

Indicate how many days per week you previously used each option to travel to/from West Seattle: (0-7)

- _____ Work from home, telework, distance learning, or other means of omitting a regular trip
- _____ Drive alone or use an Uber, Lyft, taxi or similar
- _____ Carpool
- _____ Employer shuttle (private bus)
- _____ Vanpool or vanshare
- _____ Bus (public transit)
- _____ Water taxi
- _____ Bike including bikeshare
- _____ Walk
- _____ Other _____

8. Prior to March 2020 and the social distancing impacts of COVID-19, at what times did you typically travel to/from West Seattle to work, school or other regular destinations? (Select all that apply)

- ☐ During the day at peak commute times (approx. 6-9 am, 4-7 pm)
- ☐ At non-peak times (between 9am and 4pm; overnight from 7pm to 5am)
- ☐ It varied depending on schedule for work, school, etc.
- ☐ I don't have a regular destination outside of West Seattle so I only travel over the Duwamish intermittently
- ☐ Other (please specify) _____

Your regular trip patterns TODAY during the bridge closure and social distancing

The current social-distancing orders that started in March, coupled with the West Seattle High Bridge Closure on March 23, have significantly changed how and when many people travel. Please help us understand how or if you are traveling across the Duwamish today.

Note: If your typical trip is multi-part, choose what mode you use for the longest (longest = distance) segment by distance.

9. How many days per week do you currently use the following options to travel to/from West Seattle?

Note: If your typical trip is multi-part, choose what mode you will use for the longest (longest = distance) segment by distance.

Indicate how many days per week you currently use each option to travel to/from West Seattle: (0-7)

- _____ Work from home, telework, distance learning, or other means of omitting a regular trip
- _____ Drive alone or use an Uber, Lyft, taxi or similar
- _____ Carpool
- _____ Employer shuttle (private bus)
- _____ Vanpool or vanshare
- _____ Bus (public transit)
- _____ Water taxi
- _____ Bike including bikeshare
- _____ Walk
- _____ Other

Your predicted regular trip patterns AFTER social distancing, but during bridge closure.

How might you travel across the Duwamish in the future when social distancing requirements are lifted, but the West Seattle High-Rise Bridge remains closed?

Note: If your typical trip is multi-part, choose what mode you will use for the longest (longest = distance) segment by distance.

10. Once social distancing requirements end, how many days per week would you replace a trip by working from home, using distance learning, or any other way of avoiding a trip across the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

11. What would help you take fewer trips where you drive alone or use Uber, Lyft, or a taxi?

- ☐ More flexibility from employer/school
- ☐ Better technology and/or internet connectivity
- ☐ Shared workspaces or similar option in West Seattle
- ☐ It is not possible to perform my work/studies/errands etc. remotely and so I can't omit my usual trips
- ☐ Other (please specify) _____

12. Once social distancing requirements end, how many days per week would you take a trip where you drive alone or use an Uber, Lyft, or taxi over the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

13. Why or why not would you take a trip where you drive alone or use an Uber, Lyft, or taxi over the Duwamish?

14. Once social distancing requirements end, how many days per week would you take bus public transit to cross the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

15. What would help you take bus public transit more often?

- ☐ A bus route that gets me closer to my destination (please provide more details in the comments)
- ☐ Bus stop(s) closer to my home or work (please provide more details in the comments)
- ☐ The bus comes more often
- ☐ The bus comes at different times
- ☐ Once on the bus, travel to or from a destination is faster
- ☐ A park-and-ride option for bus (please provide more details in the comments)
- ☐ More affordable trips
- ☐ Employer-sponsored transportation benefits (i.e. employer provided ORCA card)
- ☐ More accessible bus stops
- ☐ A more accessible route to or from the bus stop
- ☐ Other (please provide more details in the comments)

Based on your answer to this question, please provide more details.

16. Once social distancing requirements end, how often would you take the water taxi or water transit to work?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

17. What would help you take water taxi or water transit more often?

- ☐ A water taxi route that gets me closer to my destination (please provide more details in the comments)
- ☐ More frequent trips (water taxi comes more often/ at different times)
- ☐ Bus route, shuttle or ride from home to the water taxi
- ☐ The water taxi comes more often
- ☐ The water taxi comes at different times
- ☐ A water taxi route that gets me closer to my destination (please provide more details in the comments)
- ☐ Faster trips (versus other options)
- ☐ More parking options near water
- ☐ More affordable trips taxi
- ☐ Employer-sponsored transportation benefits (i.e. employer provided ORCA card)
- ☐ More bike storage on water taxi
- ☐ More accessible water taxi
- ☐ A more accessible route to or from the water taxi
- ☐ Other (please provide more details in the comments)

Based on your answer to this question, please provide more details.

18. Once social distancing requirements end, how many days per week would you use an employer shuttle to cross the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

19. What would help you use employer shuttles more often?

- ☐ The employer shuttle comes more often
- ☐ The employer shuttle comes at different times
- ☐ Different stops at origins and/or destinations
- ☐ More accessible employer shuttle
- ☐ My employer doesn't offer a shuttle currently
- ☐ Other (please specify) _____

20. Once social distancing requirements end, how many days per week would you travel via carpool (driver and at least one passenger) over the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

21. What do you need to carpool more often?

- ☐ Assistance finding someone with whom to carpool
- ☐ Assigned or available parking at your destination (work, school, other)
- ☐ A subsidy to offset the cost of driving and parking a carpool
- ☐ Other (please specify) _____

22. Metro's Vanpool program provides low cost shared vans that include gas, insurance, and maintenance; many employers subsidize the cost, provide parking, and/or help organize van groups.

Once social distancing requirements end, how many days per week would you use a King County Metro vanpool or vanshare to cross the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

23. What would help you use vanpools more often?

- ☐ Help matching with other vanpool users in West Seattle
- ☐ More flexible work hours
- ☐ More flexible trip time to allow varied arrivals/departures
- ☐ Subsidized trips
- ☐ Access to Lower Spokane Bridge detour route
- ☐ Employer provided/subsidized vanpool parking
- ☐ More accessible metro vanpool or vanshare
- ☐ Other (please specify) _____

24. Do other people at your workplace use vanpools?

- ☐ Yes
- ☐ No
- ☐ I don't know

25. Once social distancing requirements end, how many days per week would you travel via bike (including bikeshare) to cross the Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

26. What would help you travel more often by bike?

- ☐ If bikes were cheaper
- ☐ If e-bikes were more affordable
- ☐ If a bikeshare bike was available
- ☐ If I knew how to identify a biking route to my destinations
- ☐ If I had training or class to assist in bicycling
- ☐ If the weather was better
- ☐ If there was more secure parking so my bike would not be at risk of being stolen
- ☐ If I felt safer on my route, using improved bike lanes, paths, other bike facilities
- ☐ If I had more time to make bike trips
- ☐ Biking does not work for my travel because of physical distance (destinations are too far away)
- ☐ Biking does not work for my travel because of physical constraints (transporting children, carrying tools, physical ability, etc.)
- ☐ Other (please specify) _____

27. Once social distancing requirements end, how many days per week would you travel using another mode to cross the Duwamish?

- ☐ 0
☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6
☐ 7

28. What would help you use that other mode?

29. How else might you travel across the Duwamish?

Bike Network Prioritization Process

Check this while you're here!

If you currently use or would like to use bike facilities in the West Seattle and neighboring areas, please complete this section of the survey. Otherwise, please select "next" to continue the survey.

30. How would you prioritize this list of bike projects? Please pick up to 10 bike projects to prioritize.

While a much larger mix of projects remain on our radar, we recognize the need for immediate action. Therefore, the list includes projects that 1) can be completed within a year, and 2) cost less than \$100,000. It is our intention to implement the final projects as soon as possible, in less than a year.

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

31. What else would you like us to know or consider? Use this space to tell us.

32. What is the most important thing the City of Seattle or other agency partners (Port of Seattle, King County, WSDOT, waterborne transportation, etc.) can do to help you travel on and off the West Seattle peninsula without driving alone?

33. Please write in your email address if you would like to receive updates about the West Seattle High-Rise Bridge. Your email is not associated with your survey responses.

34. How did you hear about the Reconnect West Seattle Survey?

- ☐ Department of Transportation newsletter or website
☐ Social Media
☐ Friend or family member
☐ School, organization or community group:

- Proposed bike improvements
- Existing bike facilities



BIKE			
Map ID	Name	Project Description	Source
B006	Alki Trail	Add centerline to manage increased bike volumes	Community request
B007	West Seattle Bridge Trail	Add centerline to manage increased bike volumes	Community request
B009	Beach Dr SW	Add bike lanes, requires parking removal	BMP, community request
B018	West Seattle Bridge Trail	Concentrate on safety and wayfinding for biking	Community request
B023	East Marginal Way	Improvements to existing PBL	Community request
B026	Wayfinding and trail striping spot improvements	Wayfinding to help users navigate new connections, trail striping to encourage separation between users	Community request
B027	West Marginal Way SW	PBL on West Marginal Way SW, NGW on Marginal Pl SW, requires lane reduction	BMP, community request
B028	Fairmount Ave SW	Restrict vehicles from Forest St to just north of Prince St (driveway). Restripe existing speed humps. Add additional 20 mph signs.	BMP
B029	Fauntleroy Way SW	Parking removal and addition of NB buffered bike lane. Addition of SB bike lane from California to 47th Ave SW	BMP
B030	SW Barton St/SW Wildwood Pl	Parking removal and addition of Bike lanes or PBLs	BMP, community request
B033	44th Ave SW	NGW, enhanced arterial crossings	BMP, community request
B034	Erskine Way SW/48th Ave SW	Parking removal with addition of bike lanes	BMP
B035	SW Admiral Way	Lane reduction and PBL's in both directions.	BMP
B036	SW Barton St/SW Henderson St	Parking removal and PBL's in both directions	BMP, community request
B037	SW Morgan St	Parking removal with addition of bike lanes	BMP
B038	1st Ave S from S Spokane St and the viaduct over the rail yard	Clear private encroachments and parking on sidewalk zone of west side right-of-way in the blocks, make low-cost sidewalk paving improvements for walking and biking.	Community request
B039	1st Ave S Bridge to 1st Ave S	Develop a safe connection from the bridge to the viaduct over the rail yards on 1st Avenue S.	BMP, community request
B045	Add "Do not block" signage and paint on the road at the T18 crossing. Port drayage trucks waiting to enter the terminal have been blocking the crossing.	West Seattle Bridge Trail and Terminal 18 Entry Crossing	Community request
B046	Add a speed hump or raised crosswalk to reduce vehicle speeds	West Seattle Bridge Trail and SW Spokane Place crossing at Terminal 18	Community request
B047	Add downhill bike lane per BMP. [YVYC Bicycle – SW City View & SW Admiral Way]	SW Admiral Way from Fairmount Bridge to SW Manning St	BMP, community request
B048	Admiral Way SW	Concentrate on safety and wayfinding for biking	Community request

BIKE			
Map ID	Name	Project Description	Source
B050	Chelan 5-way	Concentrate on safety and wayfinding for biking	Community request
B051	Chelan 5-way	Improve wayfinding signage; at the Delridge slip lane crossing, paint a center stripe and arrows on the sidewalk to guide riders to the right of the bike sensor that triggers the flashing beacon; provide a longer curb cut at Delridge intersection for better access from the trail to the bike box; add a bike sensor to the bike box on Chelan Ave SW at SW Spokane St.	Community request
B055	Duwamish Trail railroad track crossing	Replace the crossing at north end of trail. [YVYC Bicycle – 4215 West Marginal Way SW]	Community request
B056	East Marginal Way S	Install temporary jersey barriers to separate north-bound bike lane from general purpose lane wherever feasible, but especially north and south of S Hanford St intersection, to prevent drivers from using the bike lane as an extremely dangerous right-side “passing lane”. Enforce the “freight only” right turn lane at S Atlantic St.	Community request
B058	Fauntleroy Way SW	Clear vegetation overgrowing into the east side bike lane across from the WA State ferry terminal. Fill in gap in uphill unseparated bike lane from SW Thistle to SW Webster opposite Lincoln Park.	Community request
B059	Fauntleroy Way SW	Concentrate on safety and wayfinding for biking	Community request
B060	Fill Duwamish route “missing link”. [YVYC Bicycle – 3611 Marginal Place SW]	West Marginal Place SW and 16th Ave SW and 17th Ave SW	BMP, community request
B064	Highland Park Way SW and West Marginal Way SW	Request for better bike lane marking at the intersection with Highland Park Way SW	Community request
B065	Highland Park Way SW at West Marginal Way SW	Uncover the paved sidewalk buried by dirt and vegetation on north side from intersection up to the entrance of the service road that joins up with the West Duwamish Greenbelt trails to Riverview Playfields, South Seattle College, and the 14th SW / SW Holly trailhead.	Community request
B066	Lander Street Bridge	Keep the Detour signs updated. Consider legibility from across the street on 1st Ave side.	Community request
B067	Nucor Trail connection from Delridge Way SW to Alki Trail	Concentrate on safety and wayfinding for biking	Community request
B069	Seacrest Water Taxi Terminal	Concentrate on safety and wayfinding for biking	Community request
B070	SODO LRT Station and SODO Trail	Concentrate on safety and wayfinding for biking	Community request
B071	SW Barton St from 8th Ave SW to 21st Ave SW	Install speed humps along SW Barton St	BMP
B072	SW Roxbury St	Complete the bike lanes, even if not fully protected. Resurfacing and painting is doable without reducing traffic lanes.	BMP, community request

BIKE			
Map ID	Name	Project Description	Source
B073	SW Spokane St and SW Harbor SW and Avalon Way SW	Route finding signs for the left turn bike lane from the trail. Replace the missing placard from the bike crossing beg button. Change the NO TURN ON RED to illuminate during the all-red phase prior to the bike signal turning green.	Community request
B074	Sylvan Way SW and SW Orchard St and east to Highland Park Way SW	Build a combination of protected bike lanes and off-street walking/biking paths, to connect from 35th Ave SW at High Point down to Delridge Way SW and up to 16th Ave SW and South Seattle College, and connecting down to the Duwamish Trail via Highland Park Way. This is a key eastwest route serving disadvantaged neighborhoods. Consider a parallel route option using neighborhood greenway treatment on NE leg of SW Orchard to 18th SW to SW Webster to 11th SW to SW Holden, in lieu of bike lanes on Dumar Way SW and SW Holden west of 11th SW.	BMP, community request
B075	Terminal 18 trail crossings on Harbor Island; on East Marginal Way	Concentrate on safety and wayfinding for biking	Community request
B076	West Marginal Way SW	Clear vegetation and private encroachments on west side pedestrian pathway and sidewalk.	Community request
B079	Various Neighborhood Greenway routes (locations TBD, not shown on map)	Protect Neighborhood Greenway streets near alternate routes from cut-through traffic, to keep them safe for residents and for walking and biking by people of all ages and abilities.	Community request

Thank you for your input!

Thank you for your participation in the Reconnect West Seattle survey.

If you have any follow-up questions or want to get in touch with the project team, contact us at WestSeattleBridge@seattle.gov or 206-400-7511.

For more information or to sign up for our email updates, visit: www.seattle.gov/reconnectwestseattle

To return your completed survey, you may do it in one of the following ways:

E-mail a scanned copy of your survey to:
WestSeattleBridge@seattle.gov

Contact us at WestSeattleBridge@seattle.gov or 206-400-7511 for neighborhood drop-off locations

Mail to City Hall: PO Box 94649, Seattle, WA, 98124-4649

「西雅圖西區重新連接」問卷

關於本問卷

隱私聲明：本問卷內提供的資料被視為公共檔案，可能會公開披露。欲瞭解更多資料，請參閱「公共記錄法」(Public Records Act)，華盛頓州修訂法典第 42.56 章。欲瞭解我們如何管理您的資料，請參閱我們的隱私聲明。

「西雅圖西區重新連接」(Reconnect West Seattle) 問卷將對「西雅圖西區重新連接」交通行動計畫的落實工作發揮關鍵作用。該計畫目的為：即便交通出行的可用車道大大減少，仍儘量讓更多人能夠往返半島；與此同時，使用高地公園 (Highland Park)、南方公園 (South Park) 等街區的繞道路線時，將劇增的繞道交通流量帶來的影響減低。

為了維持整個 Duwamish 地區的穩定交通運作，我們希望西雅圖西區的每個人思考，在力之所及範圍內，自己如何在無法駕駛私家車的情況下往返西雅圖西區。

我們重視您的寶貴思考及意見，因為 High-Rise Bridge 關閉所造成的交通管理難題無法僅透過繞道路線圓滿解決。在 2020 年初，穿越 Duwamish River 的行車道有 21 條，其與西雅圖西區半島相連：西雅圖西區 High Bridge, 7 車道；Low Bridge, 2 車道；1st Ave South Bridge, 8 車道；以及 South Park Bridge, 4 車道。由於 High-Rise Bridge 目前已關閉，而 Low Bridge 通行受到限制，現有 12 條車道供私人車輛行駛，地點集中於南端。

我們預計，保持社交距離的要求解除之時，市民會逐漸回到如常的工作、上學和正常出行，此挑戰會變得更加嚴峻。

「西雅圖西區重新連接」計畫主要目標為：將穿越 Duwamish 出行能力維持在與 West Seattle High-Rise Bridge 關閉之前相仿的水平，同時，減低 Duwamish Valley 繞道路線上的社區遭受的不公平環境影響。

為此，我們為西雅圖交通部及市民設定了大膽的目標，以便在解除社交距離要求後，改變您將來的出行方式。

西雅圖交通部 (SDOT) 與我們在 King 縣的合作夥伴密切合作，包括華盛頓州渡輪 (Washington State Ferries)、華盛頓州交通部 (WSDOT)、普吉特灣中部地區公共交通署 (Sound Transit) 以及西雅圖港/美國西北海港聯盟 (Port of Seattle/Northwest Seaport Alliance)，以便為西雅圖西區出行市民尋找更多的出行選擇。

本問卷是您首次有機會讓 SDOT 及我們的合作夥伴瞭解到，在 West Seattle Bridge 關閉後如何能夠幫助您出行，並且實現「西雅圖西區重新連接」計畫之共同目標。本問卷也令您有機會瞭解自行車網絡的各項專案及改進措施，並按照需求迫切程度安排優先次序。



Seattle
Department of
Transportation

您的個人資料

請透露您的部分個人資料，以及您在西雅圖西區的居住地資料。

1. 選擇您的主要居住地之郵遞區號：

- ☐ 98116
- ☐ 98136
- ☐ 98126
- ☐ 98146
- ☐ 98168
- ☐ 98108
- ☐ 98106
- ☐ 其他（請註明） _____

2. 請輸入您在西雅圖西區以外最常去的目的地（例如上班、上學地點）之郵遞區號。

3. 6. 您的年齡？

- ☐ 11 - 17
- ☐ 18 - 24
- ☐ 25 - 30
- ☐ 31 - 35
- ☐ 36 - 40
- ☐ 41 - 50
- ☐ 51 - 64
- ☐ 65+

4. 您是：（請勾選所有適用項）

- ☐ 美洲印第安人或阿拉斯加原住民
- ☐ 亞裔
- ☐ 黑人或非裔美國人
- ☐ 西班牙裔或拉丁裔
- ☐ 夏威夷原住民或太平洋島民
- ☐ 白人
- ☐ 其他（請註明）： _____

5. 您最常使用哪種語言？

6. 您如何稱呼您所居住的街區（開放式問題）？

大橋關閉以及保持社交距離要求生效「之前」，您的日常出行方式為

請簡述在 2020 年 3 月 High-Rise Bridge 關閉以及 2019 冠狀病毒病 (COVID-19) 對社會產生影響之前，您的日常出行習慣如何。

註：若您典型的行程是由多段組成，請選擇您用最長距離的行程段會使用哪一種交通方式。

7. 在 2020 年 3 月之前，您每星期有多少天會使用以下選項往/返西雅圖西區？若您會使用多個選項，請指明您行程中最長距離的一段路程所用的選項。

請指明您以前每星期有多少天會使用各選項往/返西雅圖西區：(0-7)

- _____ 在家工作、遙距辦公、遙距學習或其他方式，令您免於日常出行往返
- _____ 獨自開車或使用 Uber、Lyft、計程車或類似服務
- _____ 私家車共乘
- _____ 僱主提供的穿梭巴士服務（私家巴士）
- _____ 客貨車共乘或客貨車共享
- _____ 巴士（公共運輸）
- _____ 水上計程車
- _____ 自行車，包括自行車共享
- _____ 步行
- _____ 其他 _____

8. 在 2020 年 3 月以及 COVID-19 相關的保持社交距離要求造成影響之前，您通常在哪些時段往/返西雅圖西區，以便前往工作、學校或其他日常目的地？（選擇所有適用項）

- ☐ 日間通勤高峰時段（大約上午 6-9 點，下午 4-7 點）
- ☐ 非高峰時段（上午 9 點至下午 4 點之間；下午 7 點至上午 5 點之間）
- ☐ 視工作、學校等的時間安排而有所不同。
- ☐ 我在西雅圖西區以外並無日常往返之目的地，因此我只是偶爾需要穿越 Duwamish 出行
- ☐ 其他（請註明） _____

在大橋關閉及保持社交距離之要求生效期間，您「現時」的日常出行方式

從 3 月開始生效的保持社交距離之命令，再加上 3 月 23 日 West Seattle High Bridge 關閉，已經大大改變了許多人的出行方式和時段。請幫助我們瞭解您現時如何（或是否仍會）穿越 Duwamish 出行。

註：若您日常的典型行程是由多段組成，請選擇您在最長距離的行程段會使用哪一種交通方式。

9. 您目前每星期有多少天會使用以下選項往/返西雅圖西區？

註：若您日常的典型行程是由多段組成，請選擇您在最長距離的行程段將會使用哪一種交通方式。

請指明您目前每星期有多少天會使用各選項往/返西雅圖西區：(0-7)

- ___ 在家工作、遙距辦公、遙距學習或其他方式，令您免於日常出行往返
- ___ 獨自開車或使用 Uber、Lyft、計程車或類似服務
- ___ 私家車共乘
- ___ 僱主提供的班車服務（私家巴士）
- ___ 客貨車共乘或客貨車共享
- ___ 巴士（公共運輸）
- ___ 水上計程車
- ___ 自行車，包括自行車共享
- ___ 步行
- ___ 其他

在保持社交距離之要求解除「之後」，但仍在大橋關閉期間，您預計的日常出行方式。

若解除社交距離要求後，而 West Seattle High-Rise Bridge 仍處於關閉狀態期間，您將可能如何穿越 Duwamish 出行？

註：若您日常的典型行程是由多段組成，請選擇您在最長距離的行程段將會使用哪一種交通方式。

10. 一旦保持社交距離之要求解除，您每星期有多少天將會透過在家工作、利用遙距學習或其他任何方式，以替代穿越 Duwamish 出行？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

11. 什麼方式有助您減少獨自開車或使用 Uber、Lyft 或計程車出行？

- ☐ 僱主/學校提供更大的靈活性
- ☐ 更好的科技和/或互聯網連線
- ☐ 西雅圖西區的共享工作空間或類似選項
- ☐ 我的工作/學習/任務等無法透過遙距方式進行，因此我無法免於日常出行
- ☐ 其他（請註明）_____

12. 一旦保持社交距離之要求解除，您每星期有多少天會透過獨自開車、乘坐 Uber、Lyft 或計程車以穿越 Duwamish 出行？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

13. 為什麼您會或不會透過獨自開車、乘坐 Uber、Lyft 或計程車以穿越 Duwamish 出行？

14. 一旦保持社交距離之要求解除，您每星期有多少天會乘坐巴士（公共運輸）以穿越 Duwamish 出行？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

15. 什麼方式有助您更經常乘坐巴士（公共運輸）？

- ☐ 巴士路線的下車站點距離我的目的地更近（請在評論中提供更多詳情）
- ☐ 巴士站距離我家或上班地點更近（請在評論中提供更多詳情）
- ☐ 巴士班次更加頻密
- ☐ 巴士班次安排在多個不同的時段
- ☐ 搭上巴士後，可以更快往/返目的地
- ☐ 在巴士站附近能夠選擇停車換乘（請在評論中提供更多詳情）
- ☐ 交通費用更便宜
- ☐ 僱主贊助的交通福利（例如僱主提供的 ORCA 交通卡）
- ☐ 巴士站更方便/無障礙
- ☐ 往返巴士站的路線更方便/無障礙
- ☐ 其他（請在評論中提供更多詳情）

根據您對本題的回答，請提供更多詳情。

16. 一旦保持社交距離之要求解除，您上班會乘坐水上計程車或水上公共交通的頻率如何？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

17. 什麼方式有助您更經常乘坐水上計程車或水上公共交通？

- ☐ 水上計程車路線的下船站點距離我的目的地更近（請在評論中提供更多詳情）
- ☐ 往返更頻密（水上計程車班次更頻密/安排在多個不同時段）
- ☐ 有從家出發的巴士路線、穿梭巴士或其它車輛能夠到達水上計程車站點
- ☐ 水上計程車班次更頻密
- ☐ 水上計程車班次安排在多個不同的時段
- ☐ 水上計程車路線的下船站點距離我的目的地更近（請在評論中提供更多詳情）
- ☐ 行程用時更短（與其他選項相比）
- ☐ 在水域附近有更多的停車選擇
- ☐ 水上計程車費用更便宜
- ☐ 僱主贊助的交通福利（例如僱主提供的 ORCA 交通卡）
- ☐ 水上計程車上可停放更多自行車
- ☐ 水上出租車更方便/無障礙
- ☐ 往返水上計程車站的路線更方便/無障礙
- ☐ 其他（請在評論中提供更多詳情）

根據您對本題的回答，請提供更多詳情。

18. 一旦保持社交距離之要求解除，您每星期有多少天會乘坐僱主提供的穿梭巴士以穿越 Duwamish 出行？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

19. 什麼方式有助您更經常使用僱主提供的穿梭巴士?

- ☐ 僱主提供的穿梭巴士班次更頻密
- ☐ 僱主提供的穿梭巴士班次安排在多個不同的時段
- ☐ 出發地和/或目的地有多個不同站點
- ☐ 僱主提供的穿梭巴士更加方便/無障礙
- ☐ 我的僱主目前不提供穿梭巴士服務
- ☐ 其他 (請註明) _____

20. 一旦保持社交距離之要求解除, 您每星期有多少天會利用私家車共乘 (駕駛者加上至少一名乘客) 以穿越 Duwamish 出行?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

21. 您需要哪些條件才能更經常使用私家車共乘?

- ☐ 獲得協助以找人一同使用私家車共乘
- ☐ 目的地 (工作、學校或其他地點) 有指定或可用的停車位
- ☐ 能夠抵消私家車共乘之駕駛和停車成本之津貼
- ☐ 其他 (請註明) _____

22. Metro 的客貨車共乘 (Metro's Vanpool) 計畫提供低成本的客貨車共享, 包括汽油、保險和維護; 許多僱主提供成本津貼, 提供停車位和/或幫助客貨車乘客組團。

一旦保持社交距離之要求解除, 您每星期有多少天會乘坐 King 縣公共交通部 (King County Metro) 提供的客貨車共乘或客貨車共享以穿越 Duwamish 出行?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

23. 什麼方式有助您更經常使用客貨車共乘?

- ☐ 獲得幫助, 以便與西雅圖西區使用客貨車共乘的其他用戶配合組團
- ☐ 工作時間更靈活
- ☐ 行程時間更靈活, 能夠在各種不同時間到達/出發
- ☐ 行程津貼
- ☐ 便於進入 Lower Spokane Bridge 繞道路線
- ☐ 僱主提供客貨車共乘的停車位/提供停車津貼
- ☐ Metro 提供的客貨車共乘或客貨車共享更方便/無障礙
- ☐ 其他 (請註明) _____

24. 您工作場所的其他人是否會使用客貨車共乘?

- ☐ 是
- ☐ 否
- ☐ 我不知道

25. 一旦保持社交距離之要求解除, 您每星期有多少天會騎自行車 (包括自行車共享) 以穿越 Duwamish 出行?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

26. 什麼方式有助您更經常騎自行車出行?

- ☐ 若自行車更便宜
- ☐ 若電動自行車更便宜
- ☐ 若有共享自行車可用
- ☐ 若我知道如何辨認一條自行車路線是否可到達我的目的地
- ☐ 若我接受訓練或課程以增進自行車技巧
- ☐ 若天氣更加好
- ☐ 若有更安全的停車位, 讓我的自行車不會有被盜的風險
- ☐ 若藉助經過改善的自行車道、小徑和其他自行車設施, 令我在出行路線上感到更安全
- ☐ 若我有更多時間騎自行車出行
- ☐ 由於物理距離 (目的地距離太遠), 騎自行車出行並不可行
- ☐ 由於物理限制 (接送兒童、攜帶工具、肢體能力等), 騎自行車出行並不可行
- ☐ 其他 (請註明) _____

27. 一旦保持社交距離之要求解除，您每星期有多少天會使用另外的交通方式以穿越 Duwamish 出行？

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

28. 什麼方式有助您更經常使用這項另外的交通方式？

29. 您還可能會如何穿越 Duwamish 出行？

自行車網絡優先次序流程

請閱覽本部分！

若您目前在西雅圖西區及鄰近地區使用或希望使用自行車設施，請填寫問卷的本部分。否則，請選擇「下一步 (next)」以繼續本問卷。

30. 對於本清單列出的各項自行車專案，您認為應如何安排優先要務？請選擇最多 10 項自行車專案作為優先要務。

儘管我們亦有關注大量其他專案，我們也意識到需立即採取行動。因此，本清單內包括：1) 可在一年內完成的專案，以及 2) 成本低於 100,000 美元的專案。我們有意在一年時間內儘快落實最終確定的專案。

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

31. 您還希望我們瞭解或考慮什麼事情？利用此空白位置告訴我們。

32. 西雅圖市或其他地方政府合作夥伴（西雅圖港、King 縣、WSDOT、水上交通運輸等）可以做哪一件最重要的事情，以助您在排除獨自開車的情況下往返西雅圖西區半島出行？

33. 若您希望接收有關 West Seattle High-Rise Bridge 的最近資訊，請輸入您的電子郵件地址。您的電子郵件地址與本回答問卷之間不會建立關聯。

34. 您如何得知「西雅圖西區重新連接」問卷？

- ☐ 交通部之時事通訊或網站
- ☐ 社交媒體
- ☐ 朋友或家人
- ☐ 學校、組織或社區團體：

■ 已提出的自行車改進建議
— 現有自行車設施



自行車			
專案編號	專案名稱	專案說明	來源
B006	Alki Trail	添加中間線，對增加的自行車數量加以管理	社區
B007	West Seattle Bridge Trail	添加中間線，對增加的自行車數量加以管理	社區
B009	Beach Dr SW	增加自行車道，需移除停車區域	自行車總體規劃，社區
B018	West Seattle Bridge Trail	重點為自行車的安全性及導向標誌	社區
B023	East Marginal Way S	對現有的受保護自行車道進行改進	自行車總體規劃，社區
B026	導向標誌及小徑劃線現場改進	設立導向標誌，以助使用者更熟悉新的連接路線，在路徑上劃線，鼓勵使用者之間隔開距離	社區
B027	West Marginal Way SW	在 West Marginal Way SW 的受保護自行車道、Marginal Pl SW 的 NGW，需要減少車道	自行車總體規劃，社區
B028	Fairmount Ave SW	從 Forest St 到 Prince St 以北（私家車道），限制車輛。對現有的減速帶重新劃線。添加額外的 20 mph（英里每小時）標誌。	自行車總體規劃
B029	Fauntleroy Way SW	移除停車區域，並增加北行的緩衝自行車道。從加利福尼亞到 47th Ave Sw，增加南行的自行車道	自行車總體規劃
B030	SW Barton St / SW Wildwood Pl	移除停車區域，並增加自行車道或受保護自行車道	自行車總體規劃，社區
B033	44th Ave SW	社區林蔭路，改善幹線交叉口	自行車總體規劃，社區
B034	Ersphine Way SW / 48th Ave SW	移除停車區域，添加自行車道	自行車總體規劃
B035	SW Admiral Way	減少雙向車道，並設立雙向的保護自行車道。	自行車總體規劃
B036	SW Barton St / SW Henderson St	移除雙向道路上的停車區域，並設立雙向的保護自行車道	自行車總體規劃，社區
B037	SW Morgan St	移除停車區域，添加自行車道	自行車總體規劃
B038	從 S Spokane St 開始的 1st Ave S，以及鐵路站場上方的行車天橋	在街區西側的通道用地地上的人行道區域，清除私人侵佔和停車位；針對步行和騎自行車，進行低成本的人行道鋪路修繕。	社區
B039	1st Ave S Bridge 至 1st Ave S	在該橋到橫跨 1st Avenue S 的鐵路站場上的行車天橋之間建立安全的連接。	社區
B045	在 T18 交叉口添加「Do Not Block」標誌表示禁止阻塞，並在路面噴漆。等待進入碼頭的港口平板貨車一直阻塞著交叉口。	West Seattle Bridge Trail 和 Terminal 18 入口交叉口	社區
B046	增加一條減速帶或高起的人行橫道，以降低車輛速度	交叉於 Terminal 18 的 West Seattle Bridge Trail 和 SW Spokane Place 交叉口	社區
B047	每個自行車總體規劃 (BMP) 添加下坡自行車道。[YVYC 自行車 – SW City View 及 SW Admiral Way]	SW Admiral Way 上從 Fairmount 橋至 SW Manning St 的路段	自行車總體規劃，社區
B048	Admiral Way SW	重點為自行車的安全性及導向標誌	社區
B050	Chelan 5-way	重點為自行車的安全性及導向標誌	社區

自行車			
專案編號	專案名稱	專案說明	來源
B051	Chelan 5-way	改善導向標誌；在 Delridge 滑行道交叉口，在人行橫道畫上中心線和箭咀，以便引導騎自行車者到自行車傳感器的右側，以觸發閃動指示燈；在 Delridge 交叉路口提供較長的下斜路緣，更方便從小徑進入到自行車等候區；在 Spokane St 的 Chelan Ave SW 的自行車等候區內添加一個自行車傳感器。	社區
B055	Duwamish Trail 鐵路軌道交叉口	重新定位小徑北端的交叉口。[YVYC 自行車 – 4215 West Marginal Way SW]	社區
B056	East Marginal Way S	在可行之處（尤其是 S Hanford St 交叉路口以北及以南），安裝臨時的紐澤西護欄 (jersey barrier) 以將北行自行車道與通用車道隔開，防止駕駛者將自行車道用作極為危險的右側「超車道」。在 S Atlantic St 建立「貨運專用」（「freight only」）右轉車道。	社區
B058	Fauntleroy Way SW	在 WA State Ferry Terminal 對面的東側自行車道，清除過度生長而越界的植被。在 Lincoln Park 對面從 SW Thistle 至 SW Webster 未分隔的上坡自行車道上進行縫隙填補。	社區
B059	Fauntleroy Way SW	重點為自行車的安全性及導向標誌	社區
B060	填補 Duwamish 路線中的「缺失連接處」。[YVYC 自行車 – 3611 Marginal Place SW]	West Marginal Place SW 和 16th Ave SW 和 17th Ave SW	自行車總體規劃，社區
B064	Highland Park Way SW 與 West Marginal Way SW	在與 Highland Park Way SW 的交叉路口，要求改善自行車道標記	社區
B065	在 West Marginal Way SW 的 Highland Park Way SW	在北側從交叉路口一直到輔助道路的入口，其與 West Dudumish Greenbelt 上通往 Riverview Playfields、South Seattle College 及 14th SW / SW Holly 徑起點的幾條小徑相連，將對已鋪好但佈滿塵埃的人行道進行清理，並去除植被覆蓋。	社區
B066	Lander Street Bridge	「繞道」（「Detour」）標誌要保持更新。從街道對面的 1st Ave 一側望過去時，要考慮文字清晰可見的程度。	社區
B067	Delridge Way SW 至 Alki Trail 上的 Nucor Trail 連接路段	重點為自行車的安全性及導向標誌	社區
B069	Seacrest Water Taxi Terminal	重點為自行車的安全性及導向標誌	社區
B070	SODO LRT Station 及 SODO Trail	重點為自行車的安全性及導向標誌	社區
B071	8th Ave SW 至 21st Ave SW 上的 SW Barton St 路段	在 SW Barton St 沿路安裝減速帶	自行車總體規劃
B072	SW Roxbury St	即使不是充分保護的自行車道，也應確保竣工。在不減少行車道的情況下，進行表面重修和噴漆也是可行的。	自行車總體規劃，社區
B073	SW Spokane St、SW Harbor SW 與 Avalon Way SW	在該小徑左轉的自行車道上設立路線導向標誌。在自行車過路按鈕處，替換遺失的標語牌。將「禁止在紅燈時轉彎」（「NO TURN ON RED」）改成：在自行車訊號燈變為綠燈之前的全部紅燈階段，文字點亮顯示。	社區

自行車			
專案編號	專案名稱	專案說明	來源
B074	Sylvan Way SW、SW Orchard St 與 Highland Park Way SW 以東	建立多條受保護自行車道以及不靠街面的步行/自行車徑，以從 High Point 的 35th Ave SW 向下連接至 Delridge Way SW，並向上連接至 16th Ave SW 和 South Seattle College，再透過 Highland Park Way 向下連接至 Duwamish Trail。這是為弱勢社區服務的一條東西向關鍵路線。對於 SW Orchard 的 NE 路段至 18th SW、SW Webster、11th SW 和 SW Holden 範圍內，考慮效仿社區林蔭路的處理方法，選擇使用平行路線，以代替在 11th SW 以西的 Dumar Way SW 和 SW Holden 的自行車道。	自行車總體規劃，社區
B075	在 Harbor Island 的 Terminal 18 徑交叉口；在 East Marginal Way	重點為自行車的安全性及導向標誌	社區
B076	West Marginal Way SW	西側的人行通道及人行道上的植被需清理，私人侵佔需清除。	社區
B079	社區林蔭路的各種路線	保護後備繞道路線附近的社區林蔭路各條街道不受直通車流量的影響，以確保居民出行安全，以及所有年齡、不同行動能力人士的步行和騎自行車安全。	社區

感謝您提供意見！

感謝您參與作答「西雅圖西區重新連接」問卷。

若您有任何跟進問題或希望與專案團隊聯絡，請透過
WestSeattleBridge@seattle.gov 或致電
206-400-7511 聯絡我們。

欲瞭解更多資訊或註冊獲得我們的最新資訊電
郵，請瀏覽：[www.seattle.gov/transportation/
WestSeattleBridge](http://www.seattle.gov/transportation/WestSeattleBridge)

提交我的調查：填寫調查表後，請通過以下方法
之一提交：通過電子郵件發送您的調查的掃描副
本：WestSeattleBridge@seattle.gov

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206-400-7511 聯絡我們，以獲取街區內遞交地點

郵寄至市政廳：PO Box 94649, Seattle, WA,
98124-4649

SAHANKA RECONNECT WEST SEATTLE

Ku saabsan sahankaan

Ogeysiinta Arimaha gaarka ah: Warbixinta lagu bixiyay sahankaan waxaa loo tixgeliyay diiwaanka bulshada oo waxay quseyn kartaa siideynta bulshada. Wixii warbixin dheeraad ah, fiiri Xeerka Diiwaanada Bulshada, RCW Sadarka 42.56. Si wax badan looga barto sida aan u maareyno warbixintaada, fiiri Bayaankaankeena Arimaha gaarka ah.

Sahanka Reconnect West Seattle waxay ka ciyaareysaa door muhiim ah oo qaabeeynta shaqada aan ku sameyno Qorshaha Tallaabada Dhaqaaqa Reconnect West Seattle, taas oo ujeedkeeda ah dhaqaajinta sida badan ee dadka galayo ama ka baxayo jasiirada sida suurtoogalka ah iyada oo aan laga eegin leemanka safarka sida weyn u yaraaday, iyada oo la yareynayo saameynta baabuurta leexashada korodhay oo illaa xaafadaha sida Highland Park iyo South Park.

Si markaas loo joogteeyo dhaqaaqa adag oo agagaarka Duwamish, waxaan u baahannahay in qof walba ee ku nool West Seattle ee ku socdo, oo gudaha qaababkooda, tixgeli sida ay ugu safri karaan sii socodka iyo ka imaanshaha West Seattle gaari la'aan.

Tixgelintaada waa muhiim sababtoo ah xiritaanka Buundada High-Rise waxay abuurtaa su'aal adag oo maareynta baabuurta oo aan lagu xalin karin wadooyinka leexashada. Bilowga 2020, waxaa jiray 21 leemanka safarka baabuurta oo gudbeyso Wabiga Duwamish, iyo xiriirada jasiirada West Seattle: Buundada Sare West Seattle (7 leeman), Buundada Hoose (2 leeman), buundada 1st Ave South (8 leeman) iyo Buundada South Park (4 leeman). Iyo xiritaanka Buundada High-Rise iyo xadeynada Buundada Hoose, waxaa hadeer jiro 12 leemanka safarka oo baabuurta shaqsigu ah oo diirada laga saaray dhammaadka koonfur.

Waxaan filaneynaa in caqabadaan ay ka sii dartod sida sharuudaha ka fogaanshaha bulshada ay dhammaadaan iyo dad badan shaqada ku soo laabtaan, dugsiga, iyo safarka joogtada ah.

Yoolka Reconnect West Seattle waa taageerida heerar la mid ah oo safarka dhinaca Duwamish illaa kuwa la arkay xiritaanka ka hro ee Buundada West Seattle High-Rise, iyada la yareynayo saameynada cadaala darada deegaanka ee bulshooyinka saaran wadooyinka leexashada ee Duwamish Valley.

Si loo gaaro midaan, waxaan dajineynaa diiradaha hamiga qaarkii oo nafsadeena – iyo taada – si aad u badeshid sida aad ku tagtid agagaarka mustaqbalka markii sharuudaha ka fogaanshaha bulshada la qaado.

Waaxda Gaadiidka Seattle (SDOT) waxay si dhow ula shaqeynayaan jaalalkeena ee Gobolka King, Washington State Ferries, Waaxda Gobolka Washington ee Gaadiidka, Ku meelgaarka Dhawaqa iyo Isbaheysiga Dakada Seattle/Northwest Seaport si ay u aqoonsadaan iqtiyaaro badan oo safarka ah si ay uga caawiso safrayaasha West Seattle.

Sahankaan waa fursadaada ugu horeysa oo u ogolaaneyso SDOT iyo jaalalkeena inay ogaadaan waxa aad ubaahantahay inay kaa caawiso agagaar ku tagida Buundada West Seattle way xirantahay iyo si loo gaaro yoolkeena la wadaagay ee Reconnect West Seattle. Sahankaan sidoo kale waa fursadaada lagu aqoonsanayo oo lagu mudnaan siinayo mashaariicda loo baahanyahay oo shabakada baskiilka.



Seattle
Department of
Transportation

Adiga kugu saabsan

Fadlan wax yar inooga sheeg wax ku saabsan nafsadaada iyo halka aad uga nooshahay West Seattle.

1. Xulo furahaaga zip-ka oo deegaankaaga koowaad:

- ☐ 98116
- ☐ 98136
- ☐ 98126
- ☐ 98146
- ☐ 98168
- ☐ 98108
- ☐ 98106
- ☐ Wax kale (fadlan sheeg) _____

2. Geli furaha zi-ka oo meesha aad u socotid aadka joogtada ah u ah ee West Seattle (tusaale ahaan, dugsiga)

3. Waa maxay da'daada?

- ☐ 11 - 17
- ☐ 18 - 24
- ☐ 25 - 30
- ☐ 31 - 35
- ☐ 36 - 40
- ☐ 41 - 50
- ☐ 51 - 64
- ☐ 65+

4. Ma usu aqoonsataa sida: ((Sax dhammaan inta ay quseyso)

- ☐ Hidada Mareykanka ama Dhaladka Alaska
- ☐ Asiyaan
- ☐ Madow ama Madow Ameerikaan ah
- ☐ Hispanic ama Latino/a
- ☐ Dhalad Haawi'yaan ama Jasiirada Baasifiga
- ☐ Cadaan
- ☐ Wax kale (fadlan sheeg): _____

5. Luuqadee ayaad ku hadashaa inta badan?

6. Maxaad ugu yeertaa xaafadaada meesha aad ku nooshahay (furan dhammaad leh)?

Naqshadaha safarkaaga joogtada ah KA HOR inta xiritaanka buundada iyo ka fogaanshaha bulsho ahaanta

Fadlan nala wadaag dulmar degdeg ah oo caadooyinka safarkaaga joogtada ah ka hor xiritaanka Buundada High-Rise ee Maarso 2020 iyo saameynada ka fogaanshaha bulshada ee COVID-19.

Fiiro gaar ah: Haddii safarkaaga caadiga ah uu ahaa qeyb badan, dooro nooca aad u isticmaashay sida dheer (baaxada = ugu dheer) qeybta baaxad ahaan ah.

7. Ka hor Maarso 2020, imisa maalmood isbuucii ayaad isticmaashay dooqyada xiggo si aad ugu safartid/uga timaatid West Seattle? Tilmaan baaxada lugta ugu dheer ee safarkaaga haddii aad isticmaashid dhoor iqtiaaro.

Tilmaan imisa maalmood isbuucii ayaad horaan u isticmaashay iqtiaar walba si aad ugu safartid/uga timaatid West Seattle: (0-7)

- _____ Ka shaqey guriga, shaqada onleenka, waxbarashada fog, ama qaabab kale oo laga reebayo safarka joogtada ah
- _____ Kaligaa ka xey ama isticmaal Uber, Lyft, taksi ama la mid ah
- _____ Gaari lawada raaco
- _____ Baska badrooniga (bas gaar ah)
- _____ Caasiga la wada raaco ama wadaagida caasiga
- _____ Baska (gaadiidka bulshada)
- _____ Taksiga doonta
- _____ Baskiilka oo ay ku jiraan wadaagida baskiilka
- _____ Lugeys
- _____ Wax kale _____

8. Ka hor Maarso 2020 iyo saameynada ka fogaanshaha bulshada ee COVID-19, waqtiyadee ayaad caadi ahaan ugu safartaa/uga soo safartid West Seattle ku socotid shaqada, dugsiga iyo meelaha kale u socotid? (Doro dhammaan inta ay quseyso)

- ☐ Inta lagu jiro waqtiyada safarka mashquulka ah (qiyaastii. 6-9 am, 4-7 pm)
- ☐ Ee waqtiyada mashquulka (u dhaxeeyso 9am iyo 4pm; habeen dhaxa ka bilow 7pm illaa 5am)
- ☐ Way ka duwantahay waxay ku xirantahay balanta shaqada, dugsiga, iwm.
- ☐ Ma lihi meel la 'aado oo joogto ah ee ka baxsan West Seattle marka waxaan uga safraa kaliya illaa Duwamish si aan joogto aheyn
- ☐ Wax kale (fadlan sheeg) _____

Naqshadaha safarkaaga joogtada ah MAANTA inta lagu jiro xiritaanka buundada iyo ka fogaanshaha bulsho ahaanta

Amarada ka fogaanshaha bulshada hadeer ee bilowday Maarso, ku xiran Xiritaanka Buundada West Seattle High ee Maarso 23, si weyn ayay usu badeshay sida iyo goorta dad badan safrayaan. Fadlan nagu caawi fahamka sida ama haddii aad ku safreysid dhinaca Duwamish maanta.

Fiiro gaar ah: Haddii safarkaaga caadiga ah u yahay qeyb badan, dooro nooca aad u isticmaashid sida dheer (baaxada = ugu dheer) qeybta baaxad ahaan ah.

9. Imisa maalmood isbuucii ayaad hadeer isticmaashaa iqtiyaarada xiggo si aad ugu safartid/uga soo safartid West Seattle?

Fiiro gaar ah: Haddii safarkaaga caadiga ah u yahay qeyb badan, dooro nooca aad u isticmaaleysid sida dheer (baaxada = ugu dheer) qeybta baaxad ahaan ah. Tilmaan imisa maalmood isbuucii ayaad hadeer isticmaashaa iqtiyaar walba si aad ugu safartid/uga timaatid West Seattle: (0-7)

- _____ Ka shaqey guriga, shaqada onleenka, waxbarashada fog, ama qaabab kale oo laga reebayo safarka joogtada ah
- _____ Kaligaa ka xey ama isticmaal Uber, Lyft, taksi ama la mid ah
- _____ Gaari lawada raaco
- _____ Baska badrooniga (bas gaar ah)
- _____ Caasiga la wada raaco ama wadaagida caasiga
- _____ Baska (gaadiidka bulshada)
- _____ Taksiga doonta
- _____ Baskiilka oo ay ku jiraan wadaagida baskiilka
- _____ Lugeys
- _____ Wax kale

Waxaad qiyaastay naqshadaha safarka joogtada ah KADIB ka fogaanshaha bulshada, laakin inta lagu jiray xiritaanka buundada.

Sidee ayaad ugu safri kartaa agagaarka Duwamish ee mustaqbalka markii sharuudaha ka fogaanshaha bulshada la qaado, laakin Buundada West Seattle High-Rise sii xirnaato?

Fiiro gaar ah: Haddii safarkaaga caadiga ah u yahay qeyb badan, dooro nooca aad u isticmaaleysid sida dheer (baaxada = ugu dheer) qeybta baaxad ahaan ah.

10. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii ku badeleysaa safarka adiga oo ka shaqeynayo guriga, adiga oo isticmaalayo barashada, ama qaab kaloo kale oo ka fogaanshaha safarka dhinaca Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

11. Maxaa kugu caawinayo inaad qaadatid dhoor safaro meeshaas oo aad kaligaaga ku kaxeysid ama isticmaashid Uber, Lyft, ama taksi?

- ☐ Dabacsanaan badan oo ka imaanayo badrooniga/dugsiga
- ☐ Cilmiga farsamada wanaagsan iyo/ama xiriirka intarneetka
- ☐ Boosaska shaqdaa la wadaago ama dooqyo la mid ah ee West Seattle
- ☐ Suurtogal ma ahan in la sameeyo shaqadeyda/daraasadaha/shaqooyinka iwm. si fogaansho ahaan ah iyo sidaas waan ka tagi karaa safaradeyda caadiga ah
- ☐ Wax kale (fadlan sheeg) _____

12. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii u qaadan laheyd safar halkaas oo aad ku kaxeysid kaligaa ama isticmaashid Uber, Lyft, ama taksi oo illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

13. Maxaa ama maxaadan u qaadan laheyd safar halkaas oo aad ku kaxeysid kaligaa ama isticmaashid Uber, Lyft, ama taksi oo illaa Duwamish?

14. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii qaadan laheyd baska gaadiidka bulshada si aad ugu aadiid illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

15. Maxaa kugu caawinayo qaadashada baska gaadiidka bulshada wax badan?

- ☐ Wadada baska ee isoo dhaweeyo meesha aan u socdo (fadlan ku sheeg sharaxaado badan faalooyinka)
- ☐ Joogsiga (joogsiyada) baska ee u dhow gurigeyga ama shaqada (fadlan ku sheeg sharaxaado badan faalooyinka)
- ☐ Baska wuxuu imaadaa wax badan
- ☐ Baska wuxuu imaadaa waqtiyo kala duwan
- ☐ Markii aad baska saarantahay, safarka u socdo ama ka imaanayo goobta wuu dhaqsidaa
- ☐ Iqtiyaarka baakinka iyo raacitaanka baska (fadlan ku sheeg sharaxaado badan faalooyinka)
- ☐ Safaro badan oo la goyn karo
- ☐ Faa'idooyinka gaadiidka ka faalo qaaday badrooniga (tusaale ahaan kaarka ORCA ee badrooniga bixiyay)
- ☐ Joogsiyada baska aad loo tagi karo
- ☐ Wado aad loo geli karo ee aadeyso ama ka imaaneyso joogsiga baska
- ☐ Wax kale (fadlan ku sheeg warbixin badan faalooyinka)

Sida ku saleysan jawaabtaada ee su'aashaan, fadlan sheeg sharaxaado badan.

16. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, intee jeer ayaad u qaadan laheyd taksiga doonta ama gaadiidka doonta shaqada?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

17. Maxaa kugu caawinayo qaadashada taksiga doonta ama gaadiidka doonta wax badan?

- ☐ Wadada taksiga doonta ee iisoo dhaweeyo meesha aan u socdo (fadlan ku sheeg sharaxaado badan faalooyinka)
- ☐ Safarada aadka joogtada u ah (taksiga biyaha wuxuu imaadaa inta badan/waqtiyo kala duwan)
- ☐ Wadada baska, shataalka ama raacitaanka ka imaanayo guriga ee ku socdo taksiga doonta
- ☐ Taksiga doonta wuxuu imaadaa wax badan
- ☐ Taksiga doonta wuxuu imaadaa waqtiyo kala duwan
- ☐ Wadada taksiga doonta ee iisoo dhaweeyo meesha aan u socdo (fadlan ku sheeg sharaxaado badan faalooyinka)
- ☐ Safarada dhaqsida ah (iyo iqtiyaarada kale)
- ☐ Iqtiyaarada baakin badan ee u dhow biyaha
- ☐ Taksiga safarada aadka loo goyn karo
- ☐ Faa'idooyinka gaadiidka ka faalo qaaday badrooniga (tusaale ahaan kaarka ORCA ee badrooniga bixiyay)
- ☐ Keydka nadan ee baskiilka oo taksiga doonta
- ☐ Taksiga doonta aad loo heli karo
- ☐ Wado aad loo geli karo ee aadeyso ama ka imaaneyso taksiga doonta
- ☐ Wax kale (fadlan ku sheeg warbixin badan faalooyinka)

Sida ku saleysan jawaabtaada ee su'aashaan, fadlan sheeg sharaxaado badan.

18. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii isticmaali laheyd shataalka badrooniga ee ku aadiid illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

19. Maxay kaa caawineysaa isticmaalka shatalada badrooniga wax badan?

- ☐ Shatalka badrooniga wuxuu imaadaa wax badan
- ☐ Shatalka badrooniga wuxuu imaadaa waqtiyo kala duwan
- ☐ Joogsiyo kala duwan oo meelaha ka imaaday iyo/ ama meelaha u socotid
- ☐ Shatalka badrooniga aadka loo heli karo
- ☐ Badroonigeyga ma bixiyo shatal hadeer
- ☐ Wax kale (fadlan qeex) _____

20. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii ku safri laheyd dhinaca gaariga la wadaago (darawalka iyo ugu yaraan hal rikaab) oo illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

21. Maxaad uga baahantahay gaariga la wadaago inta badan?

- ☐ Caawinta lagu helayo qof lala wadaago gaari
- ☐ Baakinka loo xilsaaray ama laga heli karo meeshaada (shaqada, dugsiga, wax kale)
- ☐ Kaalmada lagu daboolayo qarashka gaari kaxeeynta iyo baakinka gaariga la wadaago
- ☐ Wax kale (fadlan sheeg) _____

22. Barnaamijka Metro Vanpool wuxuu bixiyaa qarashaad yar oo wadaagaan baabuurta oo ay ku jiraan shidaalka, caymiska, iyo dayactirka; badrooniyo badan way ku kaalmeeyaan qarashka, siiyaan baakin, iyo/ama ku caawiyaan diyaarinta kooxyada caasiga.

Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii isticmaali laheyd caasiga la wadaago Metro ee Gobolka King ama wadaagida caasiga si aad ugu aadid illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

23. Maxay kaa caawineysaa isticmaalka caasiga la wadaago wax badan?

- ☐ Ku caawi barbardhiga isticmaalayaasha kale ee caasiga la wadaago ee West Seattle
- ☐ Saacadaha shaqada aad u dabacsan
- ☐ Waqtiga safarka aad u dabacsan si ay ugu ogolaato imaanshooyin/bixitaano kala duwan
- ☐ Safarada la kaalmeeyay
- ☐ Gelitaanka wadada leexashada Buundada Hoose Spokane
- ☐ Baakinka badrooniga bixiyay/ku kaalmeeyay caasiga la wadaago
- ☐ Caasiga la wadaago metro ama gaariga la wadaago oo aad loo heli karo
- ☐ Wax kale (fadlan qeex) _____

24. Miyay dadka kale ee goobtaada shaqada isticmaalaan caasiyada la wadaago?

- ☐ Haa
- ☐ Maya
- ☐ Ma garanayo

25. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii ku safri laheyd baskiil (oo ay ku jiraan wadaagida baskiilka) si aad ugu aadid illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

26. Maxay kaa caawin lahaa ku safrida si joogta ah baskiil ahaan?

- ☐ Haddii baskiilka raqiis ahaa
- ☐ Haddii e-bikes aad loo goyn karo
- ☐ Haddii wadaagida baskiilka la heli karo
- ☐ Haddii aan garanayo sida loo aqoonsado wadada baskiil kaxeeynta ee tageyso meelaha aan u socdo
- ☐ Haddii aan qabo tababar ama fasalka iga caawinayo baaskiil wadida
- ☐ Haddii cimilada wanaagsaneyd
- ☐ Haddii ay jiraan baakin aad u illaalsan si markaas baskiilkeyga uusan halis ugu jirin in la xado
- ☐ Haddii aan ku dareemo badbaado wadadeyda, aniga oo isticmaalayo leemanka baskiilka, wadooyinka, xarumaha kale ee baskiilka
- ☐ Haddii aan hayo waqti badan oo ku sameeyo safarada baskiilka
- ☐ Baskiil ka xeynta uma shaqeyso safarkeyga sababtoo ah baaxada muuqaalka (meelaha loo socdo aad ayay uga fogyihiin)
- ☐ Baskiil wadida uma shaqeyso safarkeyga sababtoo ah xadidaadaheyga jir ahaan (qaadista carruurta, qaadista qalabyada, kartida jir ahaanta, iwm.)
- ☐ Wax kale (fadlan sheeg) _____

27. Markii sharuudaha ka fogaanshaha bulshada ay dhammaadaan, imisa maalmood ayaad isbuucii ku safri laheyd adiga oo isticmaalayo qaab kale ee ku aadid illaa Duwamish?

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

28. Maxay kaa caawineysaa inaad isticmaashid noocaas kale?

29. Sidee kale ayaad ugu safri kartaa illaa Duwamish?

Nidaamka Mudnaansiinta Shabakada Baskiilka

Fiiri midaan inta aad halkaan joogtid!

Haddii aad hadeer isticmaashid ama aad jeclaan laheyd inaad isticmaashid xarumaha baskiilka ee West Seattle iyo aagaga dariska, fadlan dhameystir qeybtaan sahanka. Haddii kale, fadlan dooro “next” si aad u sii wadid sahanka.

30. Sidee ayaad u mudnaan siin laheyd liiskaan oo mashaariicda baskiilka ah? Fadlan xulo illaa 10 mashaariic baskiil oo aad mudnaanta siisid.

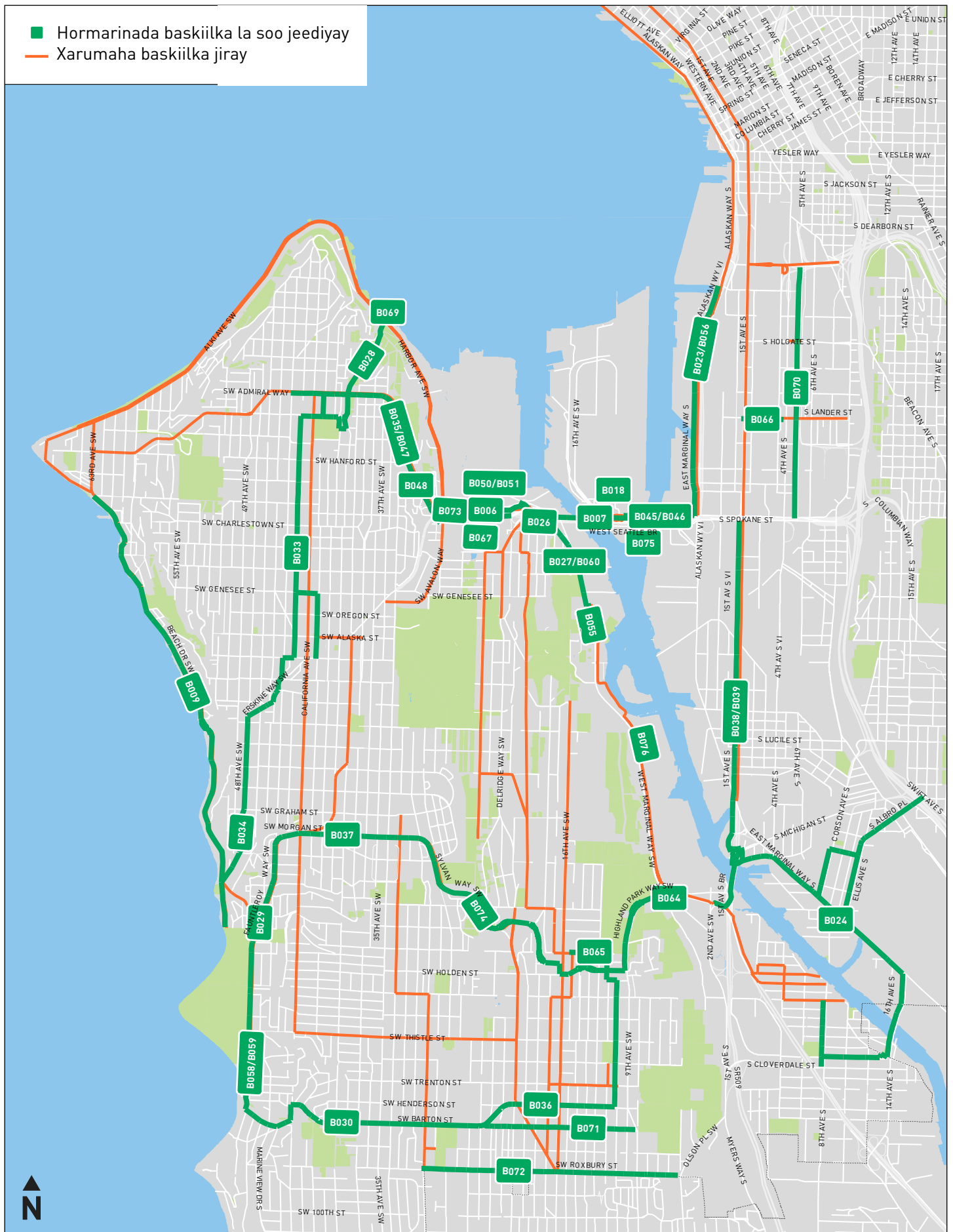
Iyada oo mashaariic si weyn la isugu daray ku harten ogaanshooyinkeena, waan aqoonsannahay baahida tallaabo degdeg ah. Sidaas darteed, liiska waxaa ku jiro mashaariicda ee 1) lagu dhameystiri karo sannad gudahiisa, iyo 2) gooyo wax ka yar \$100,000. Waa rabitaankeena in la hirgeliyo mashaariicda ugu dambeyso sida ugu dhaqsaha badan oo suurtoogalka ah, oo wax ka yar sannad.

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

31. Maxaa kale ayaad jeclaan laheyd inaan ogaano ama tixgelino? Isticmaal booskaan si aad noogu sheegtid.

BASKIIL

- Hormarinada baskiilka la soo jeediyay
- Xarumaha baskiilka jiray



BASKIIL			
AQOONSIGA MASHRUUCA	MAGACA MASHRUUCA	SHARAXAADA MASHRUUCA	ILLAHA
B006	Wadada Alki	Ku dar leenka dhexe ee lagu maareynayo qiyamyada baskiilka la gordhiyo	Bulshada
B007	Wadada Buundada West Seattle	Ku dar leenka dhexe si loogu maareeyo qiyamyada baskiilka la gordhiyo	Bulshada
B009	Beach Dr SW	Ku dar leemanka baskiilka, waxay u baahantahay ka saarida baakinka	Qorshaha Mastarka Baskiilka, Bulshada
B018	Wadada Buundada West Seattle	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B023	East Marginal Way S	Hormarinada oo Leenka Baskiilka Illaalsan ee jiray	Qorshaha Mastarka Baskiilka, Bulshada
B026	Hormarinada barta wado helida iyo calaamadaha wadada	Wado helida lagu caawinayo isticmaalayaasha xiriirada xumaan cusub, calaamadaha wadada ee ku dhiirogeliyo kala gooniyeynta u dhaxeeyo isticmaalayaasha	Bulshada
B027	West Marginal Way SW	Leenka Baskiilka Illaalsan ee West Marginal Way SW, NGW oo Marginal Pl SW, waxay u baahantahay yareynta leenka	Qorshaha Mastarka Baskiilka, Bulshada
B028	Fairmount Ave SW	Ka xadey baabuurta Forest St oo kaliya illaa wuqooyiga Prince St (driveway). Badel buuraha xawaaraha jiray. Ku dar aastaamaha dheeraadka ah ee 20.	Qorshaha Mastarka Baskiilka
B029	Fauntleroy Way SW	Ka saarida baakinka iyo dheeraadka leenka baskiilka la buunbuuniyay ee jihada-wuqooyiga. Dheeraad leenka baskiilka SB ee California ee 47th Ave SW	Qorshaha Mastarka Baskiilka
B030	SW Barton St/SW Wildwood Pl	Ka saarida baakinka iyo ku darista leemanka Baskiilka ama Leemanka Baskiilka Illaalsan	Qorshaha Mastarka Baskiilka, Bulshada
B033	44th Ave SW	Xaafada Greenway, isgoysyada wadada la xoojiyay	Qorshaha Mastarka Baskiilka, Bulshada
B034	Erskine Way SW/48th Ave SW	Ka saarida baakinka oo ay la jiraan dheeraadka leemanka baskiilka	Qorshaha Mastarka Baskiilka
B035	SW Admiral Way	Yareynta leenka iyo Leemanka Baskiilka Illaalsan oo labada jiho ah.	Qorshaha Mastarka Baskiilka
B036	SW Barton St/SW Henderson St	Ka saarida baakinka iyo Leemanka Baskiilka Illaalsan oo labada jiho ah	Qorshaha Mastarka Baskiilka, Bulshada
B037	SW Morgan St	Ka saarida baakinka oo ay la jiraan dheeraadka leemanka baskiilka	Qorshaha Mastarka Baskiilka
B038	1st Ave S oo ka imaanayo S Spokane St iyo buundada sare ee ka sareysa deyrka wadada tareenka	Baney xirmooyinka gaarka ah iyo ku baakimida aaga dhinaca lugeynta ee dhinaca wadada midig ee galbeedka ee dhismooyinka, hormarinada salaxa lugeynta dhinaca oo qarash yar oo lugeynta iyo baskiileynta.	Bulshada
B039	1st Ave S Bridge illaa 1st Ave S	Hormari xiriir badbaado ah oo ka imaanayo buundada oo ah buundada dheer ee dhaafsan deyrarka wadada ee 1st Avenue S.	Bulshada

BASKIIL			
AQOONSIGA MASHRUUCA	MAGACA MASHRUUCA	SHARAXAADA MASHRUUCA	ILLAHA
B045	Ku dar boorka aastaanta “Ha xirin” iyo riinjiga wadada isgoyska T18. Taraagyada dekada oo sugayo inay galaan boosteejada axay xireysay isgoyska.	Wadada Buundada West Seattle iyo Boosreejada 18 Isgoyska Gelitaanka	Bulshada
B046	Ku dar buurta xawaaraha ama isgoyska kor loo qaaday oo lagu yareynayo xawaaraha baabuurka	Wadada Buundada West Seattle iyo Meesha SW Spokane oo goynayo Boosteejada 18	Bulshada
B047	Ku dar leenka baskiilka hoose BMP-giiba. [Baskiilka YVYC – Eegida Caasimada SW iyo SW Admiral Way]	SW Admiral Way ka imaanayo Fairmount Bridge ee SW Manning St	Qorshaha Mastarka Baskiilka, Bulshada
B048	Admiral Way SW	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B050	Chelan 5-way	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B051	Chelan 5-way	Hormari boorka aastaanta wado helida; ee isgoyska leenka simbiraxada Delridge, riinjiyey xariga bartamaha iyo falaaraha oo lugeynta dinaca oo ku hagayo baaskiileyda midigta sanserka baskiilka ee kiciyaa robodka siinyaaleynayo; sii leexashada buurta yar ee isgoyska Delridge oo helitaan wanaagsan oo ka imaanayo wadada sanduuqa baskiilka; ku dar sanserka baskiilka ee sanduuqa baskiilka ee Chelan Ave SW ee SW Spokane St.	Bulshada
B055	Wadada tareenka Duwamish ee isgoyska taraagyada	Badelida isgoyska dhammaadka wuqooyiga ee wadada tareenka. [Baskiilka YVYC – 4215 West Marginal Way SW]	Bulshada
B056	East Marginal Way S	Geli isbaarooyinka xadeynta kumeelgaarka ah oo lagu gooniyeynayo leenka baskiilka jihada wuqooyi ee leenka ujeedada guud meesha macquulka ah, laakin gaar ahaan wuqooyiga iyo kuunfur ee isgoyska S Hanford St, si looga illaaliyo darawaliinta inay isticmaalaan leenka baskiilka sida ay u tahay halis aad ah oo dhinaca midigta “leenka baasitaanka”. Xooji leexashada midig ee “xamuulka kaliya” ee S Atlantic St.	Bulshada
B058	Fauntleroy Way SW	Qudaarta muuqato oo ku dul koraeyso leenka baskiilka dhinaca bari oo dhinaca boosteejada markabka WA State. Buuxi booska banaan ee buurta kore oo leenka baskiilka aan laga kala gooniyeyn SW Thistle ee SW Webster ka soo horjeedo Lincoln Park.	Bulshada
B059	Fauntleroy Way SW	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B060	Buuxi wadada Duwamish “ciwaanka maqan”. [Baskiilka YVYC – 3611 Marginal Place SW]	Meesha West Marginal SW iyo 16th Ave SW iyo 17th Ave SW	Qorshaha Mastarka Baskiilka, Bulshada

BASKIIL			
AQOONSIGA MASHRUUCA	MAGACA MASHRUUCA	SHARAXAADA MASHRUUCA	ILLAHA
B064	Highland Park Way SW iyo West Marginal Way SW	Codsiga leenka wanaagsan ee aastaameynta baskiilka ee isgoyska iyo Highland Park Way SW	Bulshada
B065	Highland Park Way SW ee West Marginal Way SW	Daboolka ka qaad dhinaca lugeynta salaxan oo ku duugan wasaqda iyo qudaarta oo dinaca oo ka imaanayo isgoyska oo illaa albaabka wadada adeega ee ku biira wadooyinka tareenka West Duwamish Greenbelt oo Riverview Playfields, South Seattle College, iyo wadada tareenka horay 14th SW / SW Holly.	Bulshada
B066	Lander Street Bridge	Cusbooneysii aastaamaha Leexashada. Tixgeli aqrinta wadada oo dhan ee 1st Ave side.	Bulshada
B067	Xiriirinta Wadada tareenka Nucor ee ka imaaneyso Delridge Way SW ku socoto Alki Trail	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B069	Boosteejada Taksiga Seacrest Water	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B070	Saldhiga SODO LRT iyo Wadada tareenka SODO	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada
B071	SW Barton St ka imaaneyso 8th Ave SW illaa 21st Ave SW	Geli buuraha jirdka xawaaraha illaa SW Barton St	Qorshaha Mastarka Baskiilka
B072	SW Roxbury St	Dhameystir leemanka baskiilka, xittaa haddii si buuxdo u illaalsaneyn. Dib u habeynta iyo riinjiyeynta way isdul saaranyihiin iyada oo yareynayo leemanka taraafikada.	Qorshaha Mastarka Baskiilka, Bulshada
B073	SW Spokane St iyo SW Harbor SW iyo Avalon Way SW	Aastaamaha wado helida oo leenka baskiilka leexashada bidix ee wadada tareenka. Ka badel boorka aastaanta badhanka weydiinta gudubka. Ku badel NO TURN ON RED si aad u iftiimisid inta lagu jiro dhammaan wajiga gaduudka ka hor inta siinyaalada baskiilka cagaar noqon.	Bulshada
B074	Sylvan Way SW iyo SW Orchard St iyo bariga ee ku socdo Highland Park Way SW	Dhis isku darka leemanka baskiilka illaalsan iyo wadooyinka baskiilka/lugeynta wadada ka baxsan, si ay iskugu xirto 35th Ave SW ee High Point hoos ee Delridge Way SW iyo illaa 16th Ave SW iyo South Seattle College, oo ku xireyso hoos Wadada tareenka Duwamish oo dhinaca Highland Park Way. Kani waa wadada bariga-galbeed ee ugu muhiimsan oo u adeegeyso xaafadaha liito. Tixgeli dooqo wadada labada dhinac adiga oo isticmaalayo wadada xaafada greenway ee NE leg ee SW Orchard illaa 18th SW illaa SW Webster illaa 11th SW illaa SW Holden, badelkii leemanka baskiilka ee Dumar Way SW iyo SW Holden galbeedka 11th SW.	Qorshaha Mastarka Baskiilka, Bulshada
B075	Wadada tareenka boosteejada 18 ee goyneyso Harbor Island; ee East Marginal Way	Diirada saar badbaadada iyo wado u helida baskiilka	Bulshada

BASKIIL			
AQOONSIGA MASHRUUCA	MAGACA MASHRUUCA	SHARAXAADA MASHRUUCA	ILLAHA
B076	West Marginal Way SW	Qudaarta muuqata iyo xirmooyinka wadada dhinaca galbeedka dadka lugeynayo iyo dhinaca lugeynta.	Bulshada
B079	Wadooyinka Greenway Kala duwan ee Xaafada	Illaaali wadooyinka Greenway ee Xaadasa oo u dhow wadooyinka kale ee ka imaanayo ka goynta dhinaca taraafikada, oo badbaado ku haynayo dagayaasha iyo lugeynta iyo baskiileynta oo dadka da' walba ah iyo kartiyada.	Bulshada

32. Waa maxay sheyga ugu muhiimsan ee Caasimada Seattle ama jaalalka kal ee hay'ada (Dakada Gobolka Seattle, King, WSDOT, gaadiidka badda, iwm.) way sameyn karaan si ay kaaga caawiyaan u safrida iyo ka imaanshaha jariidada West Seattle adiga oo aan kaligaa ka xeyneyn?

33. Fadlan ku qor ciwaanka i-meelkaaga haddii aad jeclaan laheyd inaad heshid aqbaaro ku saabsan Buundada West Seattle High-Rise. I-meelkaaga lama xiriiro jawaabahaaga sahanka.

34. Sidee ayaad ku maqshay Sahanka Reconnect West Seattle?

- ☐ Waaxda aqbaaraha ama websaydka Gaadiidka
- ☐ Warbaahinta Bulshada
- ☐ Saaxib ama xubin qoyska
- ☐ Dugsiga, hay'ada ama kooxyada bulshada:

Waad ku mahadsantahay talladaada!

Waad ku mahadsanid ka soo qeybqaadashadaada sahanka Reconnect West Seattle.

Haddii aad qabtid su'aalaha dabagalka ama aad rabtid inaad la xiriirtid kooxda mashruuca, nagala soo xiriir la xiriir WestSeattleBridge@seattle.gov ama 206-400-7511.

Wixii warbixin dheeraad ah ama iska diiwaangelinta aqbaaraha i-meelka, booqo: www.seattle.gov/reconnectwestseattle

Si aad u soo celiso sahamintaada dhameystiran, waxaad ku sameyn kartaa mid ka mid ah qaababka xiggo:

Li soo dir koobiga sawiran sawirka sahamintaada: WestSeattleBridge@seattle.gov

Nagala soo xiriir WestSeattleBridge@seattle.gov ama 206-400-7511 wixii goobaha dajinta xaafada

Boosto ugu soo dir City Hall: PO Box 94649, Seattle, WA, 98124-4649

Racial and Social Equity Index

The Racial and Social Equity Index, produced by the Office of Planning & Community Development, is a tool to aid in the identification of City planning, program, and investment priorities.

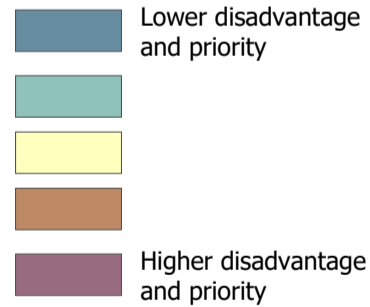
The index is best used as a starting point to be considered with other information relevant to the intended purpose.

The index includes:

- Race, ELL, and Origins**
(shares of population who are)
 - Persons of color
 - English language learners
 - Foreign born
- Socioeconomic Disadvantage**
(shares of population with)
 - Income below 200 percent of poverty level
 - Educational attainment less than a bachelor’s degree
- Health Disadvantage**
 - No leisure-time physical activity
 - Diagnosed diabetes
 - Obesity
 - Mental health not good
 - Asthma
 - Low life expectancy at birth
 - Disability

Legend

(map numbers are tract identifiers)

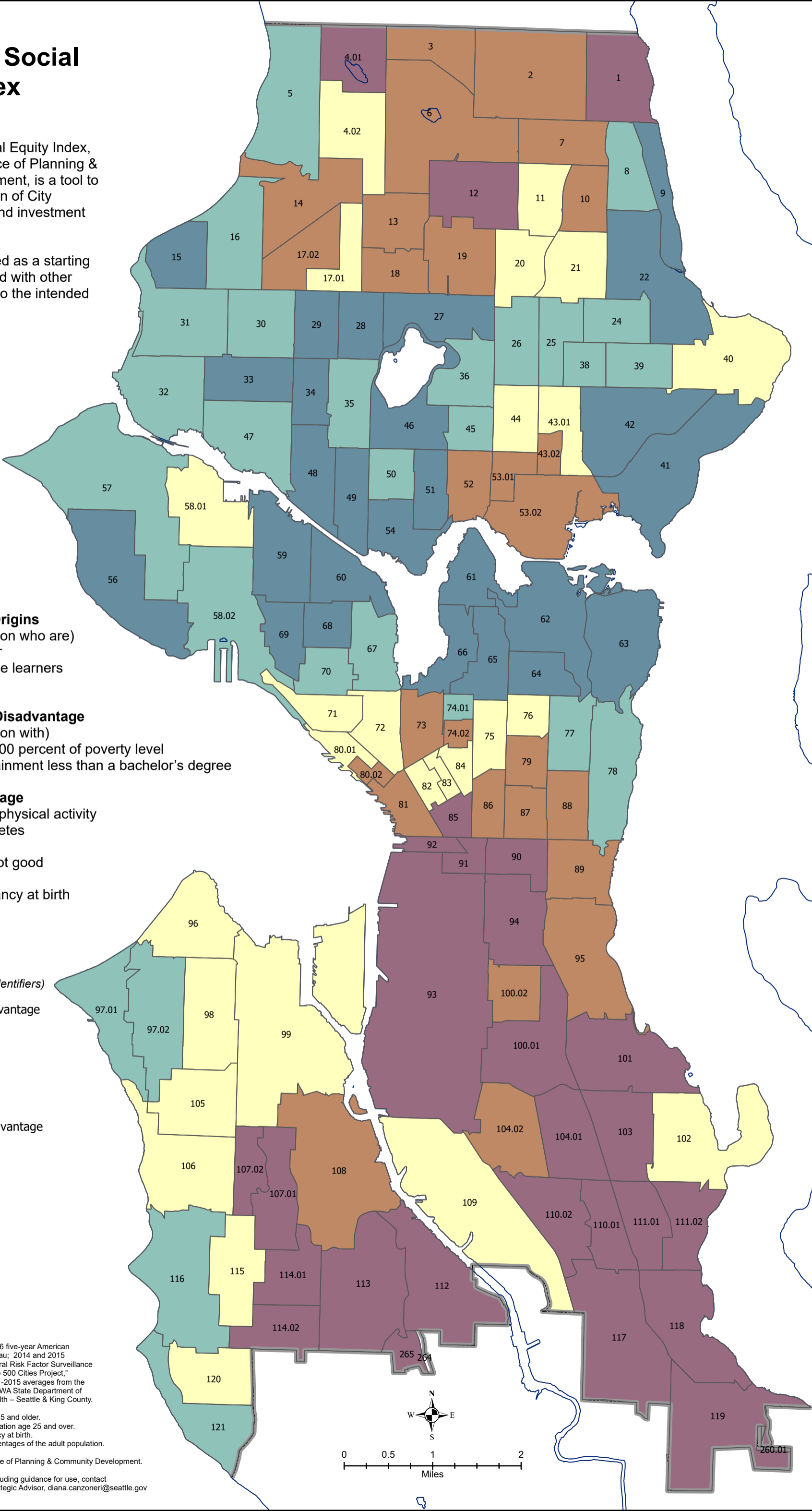


Sources: Estimates from the 2012-2016 five-year American Community Survey, U.S. Census Bureau; 2014 and 2015 small area estimates from the Behavioral Risk Factor Surveillance System (BRFSS) published in the “The 500 Cities Project,” U.S. Centers for Disease Control; 2011-2015 averages from the Washington Tracking Network (WTN), WA State Department of Health; and estimates from Public Health – Seattle & King County.

Notes: Language is for population age 5 and older.
Educational attainment is for the population age 25 and over.
Life expectancy refers to life expectancy at birth.
Other health measures based on percentages of the adult population.

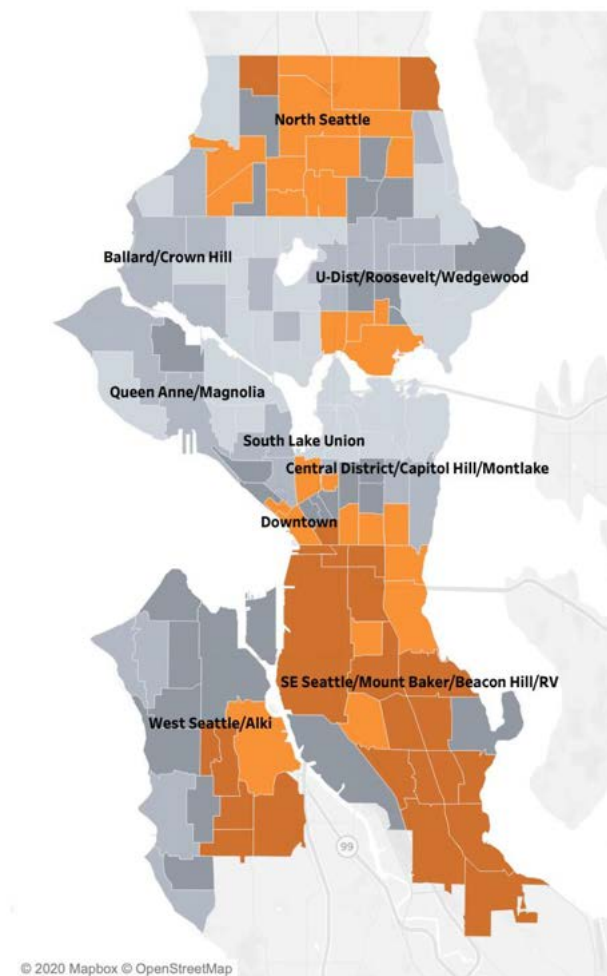
Map produced by: City of Seattle Office of Planning & Community Development.

For more information on the index, including guidance for use, contact
Diana Canzoneri, Demographer & Strategic Advisor, diana.canzoneri@seattle.gov



Race and Social Equity Composite Index

The Race and Social Equity Composite Index combines information on race, ethnicity, and related demographics with data on socioeconomic and health disadvantages. The index ranks Census Tracts by priority and is correlated with percentages of People of Color, income, and adults with disabilities. The color key is by composite index quintiles, each of which represent 20% of the Census Tracts in Seattle. Highlighted areas in orange and red depict the Race and Social Equity Index Priority Areas.



Race and Social Equity Index Color Key

RSE Index Quintile	Arterial Miles	Housing Units	Population
Highest	145 (25%)	59K (16%)	128K (18%)
Second Highest	122 (21%)	81K (22%)	148K (21%)
Middle	104 (18%)	80K (21%)	135K (19%)
Second Lowest	101 (17%)	86K (23%)	153K (22%)
Lowest	109 (19%)	67K (18%)	142K (20%)
Total	581 (100%)	373K (100%)	705K (100%)

Average RSE Index by Commute Neighborhood

SE Seattle/Mount Baker/Beacon Hill/RV	84th
Downtown	74th
North Seattle	59th
West Seattle/Alki	59th
Central District/Capitol Hill/Montlake	41th
U-Dist/Roosevelt/Wedgewood	41th
South Lake Union	38th
Queen Anne/Magnolia	24th
Green Lake/Fremont	22th
Ballard/Crown Hill	22th

Equitable Development Community Indicators Report

Equitable Development Monitoring Program
SEPTEMBER 2020



Contacts & Acknowledgements

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Contacts:

Diana Canzoneri, EDMP coordinator, City Demographer, OPCD, diana.canzoneri@seattle.gov,

Michael Hubner, Comprehensive Planning Manager, OPCD, michael.hubner@seattle.gov

Jason W. Kelly, Communications Director, OPCD, jason.w.kelly@seattle.gov

Acknowledgements:

Equitable Development Interim Advisory Board	Seattle Planning Commission (SPC)	
Office of Planning and Community Development (OPCD)		
Samuel Assefa	Cayce James	Katie Sheehy
Karen Bricken	Jason W. Kelly	Janet Shull
Ian Dapiaoen	Melissa Lawrie	Valauri Stotler
Ubox Gardheere	Sara Maxana	Andrew Tran
David W. Goldberg	Jennifer Pettyjohn	Nick Welch
Michael Hubner	Bernardo Serna	Boting Zhang
Graduate student interns:	Rosa Ammon-Ciaglo Eric Clute	Alex Ramiller
SPC Staff:	Connie Combs	Vanessa Murdock
Mayor’s Office	Leslie Brinson Christina Ghan	Chase Kitchen
Department of Education and Early Learning (DEEL)	Ismael Fajardo	
Department of Neighborhoods (DON)	Jesseca Brand Jackie Mena	Virginia Weihs Community Liaisons
Human Services Department	Myduc Ta	
Office of Housing (OH)	Bin Jung Jennifer LaBrecque	Laura Hewitt Walker
Office for Civil Rights (OCR)	Caedmon Magboo Cahill Erika Pablo	Tamar Zere Shuxuan Zhou
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EXECUTIVE SUMMARY

Underlying Patterns of Inequity

With this report, the Office of Planning and Community Development (OPCD) is launching the Equitable Development Monitoring Program (EDMP) to measure and accelerate Seattle's progress toward becoming a more equitable city.

This report analyses and provides data on underlying patterns of inequity disproportionately impacting Black, Indigenous, and People of Color (BIPOC) communities. The primary statistics presented pre-date both the COVID-19 pandemic and the murder of George Floyd, which have laid bare the brutal effects of systemic racism.

The inequities we detail in this report include disproportionately high rates of poverty and housing cost burdens, greater disconnection from school and work, limited mobility options and greater need to take long trips by transit, greater exposure to pollution, and lower access to well-performing neighborhood schools. These conditions make it difficult for people of color to thrive even during economic booms.

Now, these and other inequities are placing people of color at greater risks of social and economic impacts associated with the pandemic; and related inequities are contributing to the disproportionate rate at which people of color are falling sick and dying from COVID-19.

Detailed knowledge of these kinds of inequities by race and neighborhood is especially critical today as the City supports BIPOC communities to reduce harm from the pandemic and identifies how to address the concerns of the Black Lives Matter movement.

Monitoring the Community Indicators of Equitable Development will help us gauge progress and navigate a path to a more inclusive and equitable future.

Background

Purpose

As outlined in Seattle's Comprehensive Plan and Equitable Development Implementation Plan, the EDMP is monitoring community-driven indicators with three broad aims:

- to provide City leaders with data to help center the needs of Black, Indigenous, and people of color (BIPOC) communities in policy, planning, and investment decisions,
- to supply the public with objective information on how we are doing on our equitable development goals, and
- to furnish community stakeholders and organizations with data they can use in their work to advance equity.

Community Indicators and Analysis in this Report

This report provides baseline findings on the community indicators we are tracking in the Equitable Development Monitoring Program.

We conducted extensive community engagement with BIPOC and low-income communities to enable us to select indicators reflecting things that these marginalized communities regard as especially important. As shown below, we selected twenty-one community indicators of equitable development spanning four broad themes—Home, Community, Transportation, and Education & Economic Opportunity.

HOME

- Homeownership
- Housing cost burdens
- Affordability and availability of rental housing
- Family-size rental housing
- Rent- and income-restricted housing

COMMUNITY

- Proximity to community centers
- Access to public libraries
- Proximity to grocery stores
- Access to parks and open space (to be included in next report)
- Air pollution exposure risk

TRANSPORTATION

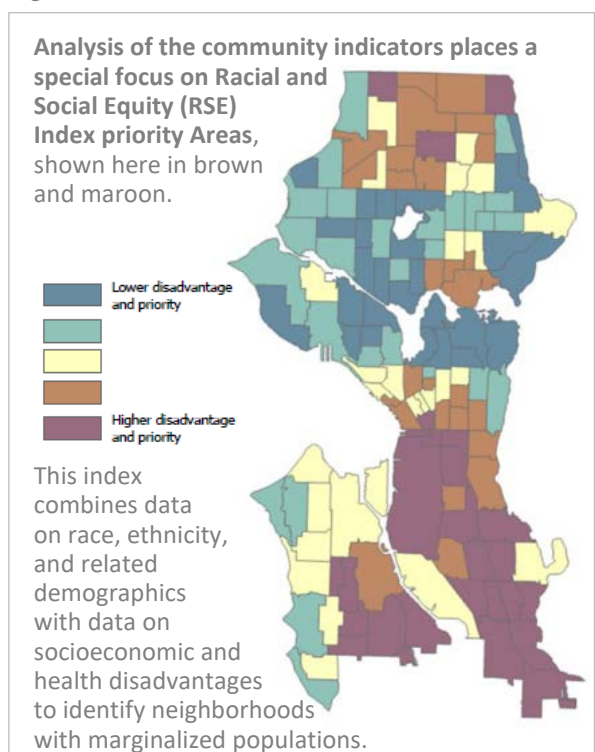
- Sidewalk coverage
- Access to frequent transit with night and weekend service
- Jobs accessible by transit
- Average commute time

EDUCATION AND ECONOMIC OPPORTUNITY

- Performance of neighborhood elementary schools
- Unemployment
- Disconnected youth
- Educational attainment
- Poverty and near-poverty
- Full-time workers in or near poverty
- Business ownership

For each indicator, we look at how the city as a whole is doing. Then we break out the data by race and ethnicity, neighborhood, or both. This includes a special focus on how Race and Social Equity (RSE) priority areas—neighborhoods where marginalized populations are a relatively large share of residents—are faring on the indicators relative to other neighborhoods and the city as a whole. (The RSE Index is pictured at right. The RSE priority areas referenced in this report are comprised of census tracts with the two highest levels of disadvantage and priority.)

Figure 1



Reporting on Displacement Risk Indicators

The new Equitable Development Monitoring Program also includes reporting on indicators of heightened displacement risk. Building on displacement risk mapping for the Seattle 2035 Comprehensive Plan, these new metrics are intended to provide a deeper understanding of how displacement pressures are currently affecting households, businesses, and cultural institutions.

Emphasis on Community Engagement

Community engagement has been critical in informing the design of the monitoring program and the selection of the indicators. This process included working with the Equitable Development Interim Advisory Board and the Seattle Planning Commission, facilitating workshops with leaders in BIPOC communities, and conducting interviews and focus groups with residents. We also consulted more than a dozen reports, action plans, and Racial Equity Toolkits to obtain additional insights into community concerns.

The EDMP will continue to emphasize community engagement. This will include requesting additional feedback from stakeholders upon release of this report to identify how we can improve the indicators and make ongoing reporting as useful as possible. OPCD will also explore ways to complement data from traditional sources with community-based participatory research, recognizing that people most impacted by displacement and low access to opportunity know their own communities best.

Community Indicator Findings

Here we present a summary of our baseline findings on the community indicators of equitable development. These findings, grouped under the four indicator themes (Home, Community, Transportation, Education and Economic Opportunity), are intended to provide key insights that the City and community-based organizations can use to reduce disparities, and to provide a foundation for ongoing monitoring to drive further progress.

HOME

Households of color are less likely to own their own home.

- About one third of Seattle's households of color own their home compared to roughly half of the city's White households.
- Homeownership is uncommon among low-income households. Even among low-income households, there are racial and ethnic disparities in homeownership.
- While Race and Social Equity Index (RSE) priority areas generally have low rates of homeownership, there is a relatively large number of low-income homeowners in southeast Seattle.

Households of color are more likely to be housing cost burdened.

- In Seattle, roughly half of Native American, Black, and Pacific Islander households are housing cost burdened, meaning they spend more than 30 percent of their income on housing. In comparison, roughly one-third of White households are cost burdened.
- More than a quarter of Black households are *severely* housing cost burdened, meaning they spend *more than fifty percent* of their income on housing.
- Households in RSE priority areas are more likely than other households in the city to be housing cost burdened.

There are significant shortages of rental housing affordable and available to low-income households, even with more than 33,000 rent- and income-restricted housing units in Seattle.

Seattle's total rental housing stock includes both market-rate rentals and more than 33,000 rent- and income-restricted units dedicated to income-eligible households. Analysis of the overall rental stock in Seattle finds that:

- There is a shortage of rental housing affordable and available at all low-income levels including 30% of Area Median Income (AMI), 50% of AMI, and 80% of AMI.
- The shortage is especially severe for households with extremely low incomes: there are only 32 rental units affordable and available at 30% of AMI for every 100 renter households with incomes at or below 30% of AMI.

This analysis adjusts for the fact that some rentals affordable at each level are occupied by households with higher incomes but still understates shortages and does not account for the housing needed by over 8,000 people experiencing homelessness in Seattle.

Family-size rental housing is scarce.

- The city's slim supply of multi-bedroom rentals disproportionately impacts households of color, including immigrant and refugee households, who tend to be larger than White households.
- Only *seven percent* of rentals (rent- and income-restricted units and market-rate rental units combined) are three-plus bedroom units affordable with a low-income, presenting particular challenges for larger families.

While scarce overall, rentals affordable to low-income households are more prevalent in most RSE priority areas than elsewhere in the city.

- In general, the share of rentals affordable to low income households is greater in RSE priority areas than in the city as a whole.
- However, several neighborhoods including the Central Area, have a relatively low share of affordable units, making it increasingly hard for historical communities to remain. Market-rate units that are still affordable in these and other neighborhoods are at risk, threatening further displacement due to market and economic pressures.

COMMUNITY

Broadly speaking, RSE priority areas are doing slightly better than the city as a whole in having City-operated community centers and libraries near people's homes.

- Virtually all homes in the city, including those in RSE priority areas, are within two miles of a City-operated community center; the same is true with respect to public libraries.
- Fifty-five percent of homes in Seattle are within one mile of a community center; 64 percent are this close to a library. Percentages are slightly higher for RSE priority areas.
- Sixteen percent of homes in Seattle are within a half-mile (walking distance) of a community center and 23 percent are this close to a public library. Percentages are a bit higher for RSE priority areas.

- However, factors related to programming—including hours, affordability, and cultural relevance—may nevertheless fall short in meeting the needs of marginalized communities. This is especially important considering that residents of color use Seattle’s community centers at higher rates than do White residents: a 2014 survey found that 18 percent of respondents of color compared to 8 percent of White respondents visited a community center on a weekly basis.

Households in RSE priority areas are as likely as those in the city as a whole to have a grocery store nearby that sells fresh fruits and vegetables, but gaps in access and cultural relevance remain.

- Roughly six in ten homes in the city—including in RSE priority areas—are within half a mile of such a grocery store.
- However, some neighborhoods in RSE priority areas, including South Park, Riverview, High Point, and most of Highland Park, lack a grocery store.
- Populations in RSE priority areas also tend to have lower incomes and fewer transportation options, which can limit access. They may also have to travel long distances to get to stores with culturally relevant foods.

Households in RSE priority areas face disproportionately high risks of exposure to air pollution.

- Air pollution exposure risks in Seattle are highest for neighborhoods bordering industrial districts and major freight routes; RSE priority areas are more commonly near these sources.
- Households in RSE priority areas are twice as likely as households in the city as a whole to live near a major point-source of air pollution.

Future monitoring will include indicators on Parks & Open Space.

- While this topic is not included in this first report, OPCD is working with Seattle Parks & Recreation to develop a new measure of access to parks and open space that will be included in future reports.

TRANSPORTATION

Low-income households and households of color are less likely than others to own a car. This makes it especially important for these households and their neighborhoods to have access to good pedestrian connections and a variety of mobility options including high-quality transit service.

Sixty-eight percent of roads in RSE priority areas have sidewalks, which is somewhat lower than the proportion in the city as a whole.

- Based on the criteria for this indicator (sidewalks on both sides of the road for arterials and one side for other roads), 68 percent of roads in RSE priority areas have sidewalk coverage, compared with 76 percent of roads in Seattle overall.
- Neighborhoods north of 85th street, including several neighborhoods in RSE priority areas, have sparse sidewalk coverage.

More than 75 percent of homes in Seattle are near at least one frequent transit route that runs nights and weekends as well as weekdays; however, some neighborhoods in RSE priority areas lack such access.

Based on 2019 transit schedules:

- Most homes in Seattle—76 percent in Seattle as a whole and 80 percent in RSE priority areas—have access to at least one frequent transit route that runs nights and weekends as well as weekdays.
- However, substantial parts of some RSE priority neighborhoods in north and south Seattle lack access to one or more of these transit routes.

Findings reported on community indicators related to transit reflect service levels in effect before the arrival of the COVID-19 pandemic. Transit service levels in 2020 have been significantly impacted by the pandemic.

The pandemic has also reduced the supply of jobs in Seattle and the broader region.

Residents of Seattle have relatively high access by transit to jobs via transit, but displacement is a threat.

- Residents throughout the city, including residents of RSE priority areas, have relatively good transit access to jobs. This is particularly true for people living in or close to downtown.
- Regional data show that displacement of communities of color to areas outside of Seattle threatens to greatly decrease the number of jobs that are accessible to them by transit.

Seattleites of color have longer commutes to work than their White counterparts.

- Black people have the longest average commute time to work while Whites have the shortest.
- Workers who live near the city's center have relatively short commutes.

EDUCATION AND ECONOMIC OPPORTUNITY

The Washington Schools Improvement Framework (WSIF), an index of school performance, shows large disparities among Seattle's elementary schools by race/ethnicity, income, and neighborhood.

The WSIF index, produced by state Office of the Superintendent of Public Instruction, includes measures of student growth and engagement in addition to student test scores.

- WSIF scores for neighborhood elementary schools in Seattle indicate better outcomes for White and Asian students than for Black, Hispanic/Latino, low-income, and English-language-learner (ELL) students.
- While high-scoring elementary schools are in many parts of Seattle; most of the lower-scoring neighborhood elementary schools are in RSE priority areas.

Adults in Seattle are more highly educated than adults in other large cities. However, in Seattle and the nation as a whole, people of color are less likely than Whites to have a bachelor's degree.

- As of 2018, 65 percent of Seattleites age 25 and older and 54 percent of Seattleites of color in this age group have a bachelor's degree— the highest rates among the 50 largest cities in the U.S.
- Rates of bachelor's degree attainment among Seattleites are much lower for Blacks, Native Americans, Pacific Islanders, Southeast Asians, and Hispanic/Latino persons than for Whites.
- The share of people with a bachelor's degree is lower in RSE priority areas than in Seattle as a whole.

Living in or near-poverty, even when working full-time, is more common for people of color than for Whites. Unemployment rates are also higher for people of color.

- The most detailed estimates by race and ethnicity come from data collected between 2011 and 2015, when Seattle was recovering from the Great Recession.
 - Roughly 40 percent of people of color, including more than half of Blacks and Native Americans had incomes below 200% of poverty; in comparison, 18 percent of Whites had incomes this low.
 - About 14 percent of the people of color working full-time were living at or below 200% of poverty, three times the rate among their White counterparts.
 - The unemployment rate among people of color was roughly one and a half times that of Whites.
- Most RSE priority areas have disproportionately high rates of people living below 200% of poverty.

Large racial and ethnic disparities exist in rates of youth disconnection from school and work.

- In Seattle, the rate of disconnection among Black youth is three times as high as the rate is for White youth. The rate among Hispanic/Latino youth is twice that of Whites.
- Data for our region also indicates that Native American, Pacific Islander, and Southeast Asian youth have disproportionately high rates of disconnection from school and work.

People of color own a disproportionately low share of businesses in Seattle.

- While people of color make up about a third of Seattle's adult population, they own less than a quarter of the firms here.
- The deepest disparities are in the ownership of firms with employees. While Blacks are roughly 7 percent of Seattle's adult population, they own just 1.5 percent of firms with employees.

The COVID-19 pandemic: compounded harm built on underlying inequities

As we release this report, the new coronavirus is taking lives and the actions required to stem its spread are profoundly impacting people's wellbeing. Those most affected by the pandemic are the people already burdened by the systemic racism we see reflected in findings for many of the community indicators in this report.

King County health officials report that the age-adjusted prevalence of COVID-19 disease among Hispanic/Latinx, Black, and Pacific Islander populations is three or more times that among Whites.

Data on new unemployment claims show people of color—especially Blacks, Native Americans, and Pacific Islanders—losing their jobs at far higher rates than Whites.

Stark disparities are also being found by a new household survey measuring impacts of the pandemic. Among the findings for the Seattle area: only four in ten Black renters—compared to nine in ten White renters—were able to make their June rent payment.

Sources: Public Health—Seattle & King County [COVID-19 data dashboards](#) and U.S. Census Bureau [Household Pulse Survey](#).

Additional Analysis and Ongoing Monitoring

The full [Equitable Development Community Indicators Report](#), also available on OPCD's [monitoring website](#), provides much more information on each of these indicators. Charts and maps illustrate each data point and make clear connections between each aspect of equitable development and evident gaps across neighborhoods and racial groups within Seattle. Accompanying narrative provides context, grounded in what we heard from community stakeholders.

Reporting on the Heightened Displacement Risk Indicators in a dashboard format is being launched on OPCD's monitoring website at the same time Community Indicators Report is released.

As an ongoing project coordinated by OPCD, the Equitable Development Monitoring Program will continue to update data over time to provide relevant and timely data to City and community stakeholders. This may include the addition of new sources of data and may also encompass community-based research.

Questions and requests for more information may be directed to Diana Canzoneri, Demographer & Strategic Advisor, Office of Planning & Community Development, diana.canzoneri@seattle.gov.

INTRODUCTION AND METHODS

Direction for Creating the Monitoring Program

The broad inspiration for the Equitable Development Monitoring Program (EDMP) is the [Race and Social Justice Initiative](#) (RSJI), Seattle’s Citywide effort to end institutionalized racism in the City’s work and to help eliminate race-based disparities in the broader community.

The initial direction for creating the EDMP came in 2015 with the adoption of [Resolution 31577](#). With this resolution, the City Council and the Mayor called for stronger integration of racial and social equity in the Comprehensive Plan, the City’s 20-year policy framework for how the city should grow and develop. To guide the implementation and further evolution of policies on race and social equity, the resolution called for quantitative indicators to be created and monitored.

In response, the Seattle 2035 update of the [Comprehensive Plan](#) incorporates new goals and policies to better advance race and social equity. The updated Comprehensive Plan also includes a commitment to ongoing monitoring to help us better understand how well the Plan is doing in making the city a more equitable place.

The City’s [Equitable Development Implementation Plan](#) identifies monitoring as one of several systemic actions the City is undertaking to advance equitable development and outlines key guidance for carrying out the EDMP.¹

The Implementation Plan created an **Equitable Development Framework** for translating policies into action. Like other efforts guided by the Implementation Plan, the EDMP is built on this framework. The framework integrates people and place with two interrelated goals—one focused on supporting **strong communities and people**, and one aiming to create **great neighborhoods with equitable access**.

The framework also embraces six Equity Drivers to describe and guide strategies for reaching the framework’s equity goals:

- D1) Advance economic mobility and opportunity.
- D2) Prevent residential, commercial, and cultural displacement.
- D3) Build on local cultural assets.
- D4) Promote transportation mobility and connectivity.
- D5) Develop healthy and safe neighborhoods.
- D6) Enable equitable access to all neighborhoods.

Definitions established in Resolution 31577:

Race and Social Equity: when all marginalized people can attain those resources, opportunities, and outcomes that improve their quality of life and enable them to reach their full potential. The city has a collective responsibility to address the history of inequities in existing systems and their ongoing impacts in Seattle communities, leveraging collective resources to create communities of opportunity for everyone, regardless of race or means.

Equitable Development: public and private investments, programs, and policies in neighborhoods to meet the needs of marginalized people and reduce disparities, taking into account past history and current conditions, so that quality of life outcomes such as access to quality education, living wage employment, healthy environment, affordable housing and transportation, are equitably distributed for the people currently living and working there, as well as for new people moving in.

Marginalized People: persons and communities of color, immigrants, and refugees, those experiencing poverty, and people living with disabilities.

Outline of the Monitoring Program

Scope and Purpose

As outlined in the Equitable Development Implementation Plan, OPCD is coordinating the EDMP. The monitoring program encompasses two sets of indicators:

- Community Indicators of Equitable Development—community indicators to gauge progress over time in achieving equitable development outcomes—which are the focus of this report
- Indicators of Heightened Displacement Risk—specialized metrics to enhance our understanding of displacement and detect heightened displacement risks—which are also being launched alongside the community indicators report

The EDMP is designed as an ongoing program to provide essential information to the public and aid City leaders in making policy, planning, and investment decisions to advance equitable development and address displacement.

- Mayor Durkan’s [Executive Order 2019-02 on Actions to Increase Affordability and Address Residential Displacement](#) names the EDMP as a source of data to help guide work by City departments on these fronts.
- Based on guidance outlined for the EDMP, the [Equitable Development Interim Advisory Board](#) and the [Seattle Planning Commission](#) have special roles in the EDMP and will be using the monitoring findings to make recommendations to City officials and departments.

Furthermore, the EDMP is intended to provide community-based organizations with a resource they can use to target their own programs, demonstrate need, and advocate for action.

“Monitoring is fundamental for ensuring accountability and making meaningful and sustained progress on equitable development.”

—City of Seattle Equitable Development Implementation Plan, 2016

Indicator Criteria

The Equitable Development Implementation Plan outlined criteria for selecting the EDMP indicators. To be selected as a community indicator, a measure needed to be:

1. Useful in gauging progress toward:
 - Equity-related policy direction in the Comprehensive Plan, and
 - the Equitable Development Framework and associated Equity Drivers in the Equitable Development Implementation Plan
2. Actionable, that is, able to provide information that the City can use to shape or adjust policies, strategies, or investments to promote race and social equity and advance equitable development
3. Important and meaningful to marginalized people, including low-income persons and communities of color
4. Measurable with readily available data (for indicators in the baseline report) and consistent with best practices for designing community indicators

The Process for Selecting Community Indicators

Selecting community indicators for the launch of the monitoring program was a collaborative, multistep process. We cast a wide net to identify potential indicators, then used the criteria above to prioritize indicators for selection. From the beginning, the process incorporated substantial research, consultation with colleagues, and community engagement. More specifically, this process included the following:

- Research by OPCD staff including inventorying topics covered in other local, regional, and nationwide indicator efforts focused on equity, opportunity, and livability; as well as consulting research findings on related topics.
- Consultation with colleagues across City departments; regional and county entities including the Puget Sound Regional Council; and Public Health—Seattle & King County; Seattle Public Schools; and university researchers.
- Community engagement, which included working closely with the Equitable Development Interim Advisory Board and the Seattle Planning Commission and engaging with community leaders and residents to ensure that we are measuring aspects of economic development and livability that the marginalized communities care about most. More information on the integration of community engagement in the EDMP is provided below.

Community engagement

As envisioned in Resolution 31577 and the Equitable Development Implementation Plan community engagement has been, and will continue to be an integral part of the EDMP

Involvement of community leaders and practitioners—The Equitable Development Interim Advisory Board and the Seattle Planning Commission have special roles in the EDMP. OPCD worked with these bodies over the course of many months to generate initial ideas on topics to measure and help us refine the indicators.

We also obtained advice for shaping the EDMP through workshops with community practitioners and volunteers. This included a workshop engaging representatives of the EDI Advisory Board, Planning Commission, and thirteen additional City boards and commissions involved in race and social equity issues, and a workshop at the 2018 EDI Community Convening.

Direct engagement with community residents—In engaging directly with residents, we prioritized talking with persons of color, immigrants and refugees, low-income persons, and people in neighborhoods experiencing displacement. This included interviewing people at community festivals, and hosting neighborhood focus groups. The Department of Neighborhoods and its [Community Liaison program](#) were instrumental in providing background on community concerns, arranging engagement opportunities, and providing translation and interpretation.

Consultation of previous reports—We consulted more than one dozen reports, action plans, and Racial Equity Toolkits featuring community insights on related issues.

Ongoing community engagement—We will continue to emphasize community engagement in the EDMP. This will include gathering feedback to improve indicators for ongoing tracking as well as seeking input to shape the way we report on the indicators in the future.

The indicators in this first report rely on readily available data from traditional data sources. For a more complete picture, we will explore how EDMP could more fully integrate marginalized people’s own experience of what is happening in their communities. The importance of tapping—and providing resources for—community based-data collection was one of the most common themes from the input that community leaders and practitioners provided.

Community Engagement Appendix—Appendix A provides more specifics on the community engagement we conducted, the questions we asked, and the messages we heard. It also describes how we integrated RSJI Racial Equity Toolkit principles into the design of the monitoring program.

The Community Indicators of Equitable Development Selected for Monitoring

Twenty-One Community Indicators; Four Themes

We selected twenty-one community indicators topics for monitoring and grouped them into four broad themes: Home, Community, Transportation, and Education and Economic Opportunity.

HOME

- Homeownership
- Housing cost burdens
- Affordability and availability of rental housing
- Family-size rental housing
- Rent- and income-restricted housing

COMMUNITY

- Proximity to community centers
- Access to public libraries
- Proximity to grocery stores
- Access to parks and open space (to be included in next report)
- Air pollution exposure risk

TRANSPORTATION

- Sidewalk coverage
- Access to frequent transit with night and weekend service
- Jobs accessible by transit
- Average commute time

EDUCATION AND ECONOMIC OPPORTUNITY

- Performance of neighborhood elementary schools
- Unemployment
- Disconnected youth
- Educational attainment
- Poverty and near-poverty
- Full-time workers in or near poverty
- Business ownership

Two Types of Community Indicators

Some of these indicators provide *direct information on how people are doing*, while others measure *aspects of places* that impact residents' quality of life and access to opportunity. Examples of the former are housing cost burdens and educational attainment; examples of the latter are proximity of grocery stores to homes, and the number of jobs accessible by transit. Some indicators play both of these roles. For example, while poverty status is a direct indicator of how a person is doing, research also shows that living in an area with a high concentration of poverty can influence individual outcomes and compound difficulties associated with being poor.²

Together, these indicators give us insights into how well Seattle is doing on the Equitable Development Framework's dual goals of creating strong communities and people and creating great places with equitable access.

"The Equitable Development

Framework presents an integrated fabric of ideas, each of which addresses one specific component of the City's vision for an equitable future. Achieved together, we believe it has the potential to make the transformative systems change needed to shift from the current trajectory of unwieldy economic growth that marginalizes far too many and compromises the diversity that makes Seattle an attractive place to live, work, and play."

—Equitable Development
Implementation Plan

Relationship of the Community Indicators and the Equity Drivers

Table 1 illustrates how each of the four community indicator themes relates to the Equity Drivers in the City's Equitable Development Framework.

As the Framework emphasizes, the drivers are not intended to be viewed independently; but as inter-related and mutually reinforcing actions that need to be coordinated to produce lasting change. Likewise, viewing the community indicators in relationship to one another provides the greatest insights into the patterns that need to shift to achieve transformative systems change.

Table 1

Some Key Interrelationships Between Community Indicator Themes and Equitable Development Drivers					
		Community Indicator Themes			
		Home	Community	Transportation	Education and Economic Opportunity
Equitable Development Drivers	D1 Advance economic mobility and opportunity. Promote economic opportunities for marginalized populations and enhance community cultural anchors. Provide access to quality education, training, and living-wage career path jobs.		✓		✓
	D2 Prevent residential, commercial, and cultural displacement. Enact policies and programs that allow marginalized populations, businesses, and community organizations to stay in their neighborhoods.	✓	✓		✓
	D3 Build on local cultural assets. Respect local community character, cultural diversity, and values. Preserve and strengthen cultural communities and build the capacity of their leaders, organizations, and coalitions to have greater self-determination.		✓		✓
	D4 Promote transportation mobility and connectivity. Prioritize investment in effective and affordable transportation that supports transit-dependent communities.		✓	✓	
	D5 Develop healthy and safe neighborhoods. Create neighborhoods that enhance community health through access to public amenities, healthy, affordable, and culturally relevant food, and safe environments for everyone.		✓	✓	
	D6 Enable equitable access to all neighborhoods. Leverage private developments to fill gaps in amenities, expand the supply and variety of housing and employment choices, and create equitable access to neighborhoods with high access to opportunity.	✓	✓	✓	✓

The Analysis in This Report

This report provides baseline data and analysis on the EDMP's Community Indicators of Equitable Development.

The Information and Analysis We Include for Each Community Indicator

For each indicator we:

- **Summarize key findings.**
- **Describe why the indicator is important**, that is, how the outcomes or levels of access measured by the indicator matter for people's well-being and impact opportunities available to them.
- **Identify how the city as a whole is doing.**
- **Dive deeper into the data to assess equity and identify disparities.** Specifically, we:
 - **Examine racial and ethnic disparities** (for each of the indicators for which demographic data are available).
 - **Analyze differences by neighborhood** (for indicators with readily available and reliable estimates at this geographic level).
- **Describe how we measure the indicator.** We provide a brief description of the data sources and methods used to measure the indicator.
- **Identify additional considerations** for interpreting indicator findings. This includes noting important equity-related aspects that are closely related to, but not captured by, the indicator itself.

How we analyze disparities between population groups

In assessing disparities, the EDMP focuses primarily on disparities between racial/ethnic groups.

We look at how people of color as a broad group are faring relative to Whites or to the city as a whole.

We also present detailed comparisons to see how individual groups of color are doing. As data allow, we report estimates for seven standard categories: White, Black, Native American, Asian, Pacific Islander, Multiracial, and Hispanic or Latino.³

Outcomes for a given racial/ethnic group often mask disparities within that group. (For example, among Asians, outcomes here tend to be less favorable for southeast Asian populations than for Asian Indian populations.) As feasible, we provide examples of disparities between subgroups and note sources that readers can consult for more comprehensive analysis. A key source, which we used extensively, is the [National Equity Atlas](#) produced by PolicyLink and the USC Program for Environmental and Regional Equity (PERE).

For some indicators, we also drill down to see how low-income individuals or households are doing. (Low-income groups are sometimes defined differently vary depending on the data source.)

While findings in this report pre-date the COVID-19 pandemic, we can use insights from these findings to inform actions to mitigate some of the impact from the current crisis and plan a recovery that creates a more equitable future.

The data in this report pre-date the arrival of the COVID-19 pandemic. As such, the findings reflect times when the economy—while far from equitable—was regarded as strong, with Seattle's economy being one of the hottest in the nation.

As we complete this report, the pandemic has plunged our economy into a state more dire than most Americans alive today have seen. The toll in lives and livelihoods is laying bare and intensifying inequities between marginalized and privileged populations.

While the statistics in the report are from different times, the patterns of disparity they show tell us much about the underlying landscape of inequity in Seattle. As such, these findings will help inform the City's work for and with marginalized communities to respond to the COVID-19 crisis.

This report provides a baseline for gauging our progress as we work to build a more equitable Seattle.

How we analyze community indicators across neighborhoods

One of the ways to identify if people are benefiting equitably as development occurs is to compare how different neighborhoods are doing.

In the EDMP, we do this by mapping key data for the indicators, looking at neighborhoods where marginalized persons make up a substantial share of the population, and evaluating how these neighborhoods are faring relative to other Seattle neighborhoods.

Findings for the community indicators are calculated at the census tract-level. This provides a common geographic frame for analysis across the indicators. (Moreover, use of tract-level data was necessary for many indicators because estimates are unavailable or too unreliable at smaller levels of geography.)

Many of the community indicator maps (e.g., those on housing cost burden and average commute times) use shades of blue to identify the range of values into which the estimate for each tract fits. We typically display these ranges in five categories, noting the estimate for Seattle as a whole alongside the legend to make it easier to discern how neighborhoods are doing in comparison with the city as a whole.

The Race and Social Equity (RSE) Index. Our main tool for performing this analysis is the City’s RSE Index. This index combines data on race, ethnicity, and related demographics with data on socioeconomic and health disadvantages to identify where marginalized populations make up relatively large proportions of neighborhood residents. Figure 2 presents map of RSE Index.

Our report refers to census tracts in the two highest priority/disadvantaged quintiles of the RSE Index as “Race and Social Equity (RSE) priority areas.”⁴ In the reference map, maroon identifies tracts with the highest level of priority and disadvantage, while brown denotes the second highest level; together the tracts in maroon and brown make up the RSE priority areas.

Analysis of proximity-oriented indicators under the “community” and “transportation” themes include charts summarizing how the RSE priority areas are doing on the indicator relative to the middle and lowest priority areas in the RSE Index. In the reference map, the tracts in the middle range (or quintile) of the index are shown in pale yellow. The tracts within the two lowest levels of priority/disadvantage are shown in turquoise and blue; when referring to the “lowest priority areas,” we are describing tracts in these two quintiles of the RSE Index.

The RSE Index was designed as a basic tool that can be used along with other information to design programs, assess equity, and prioritize investments based on neighborhoods where RSJI priority populations live. The RSE Index complements other mapped indices that the City has developed, including the Displacement Risk and the Access to Opportunity indices that were originally created to inform the Growth Strategy set forth in the Seattle 2035 Comprehensive Plan.⁵

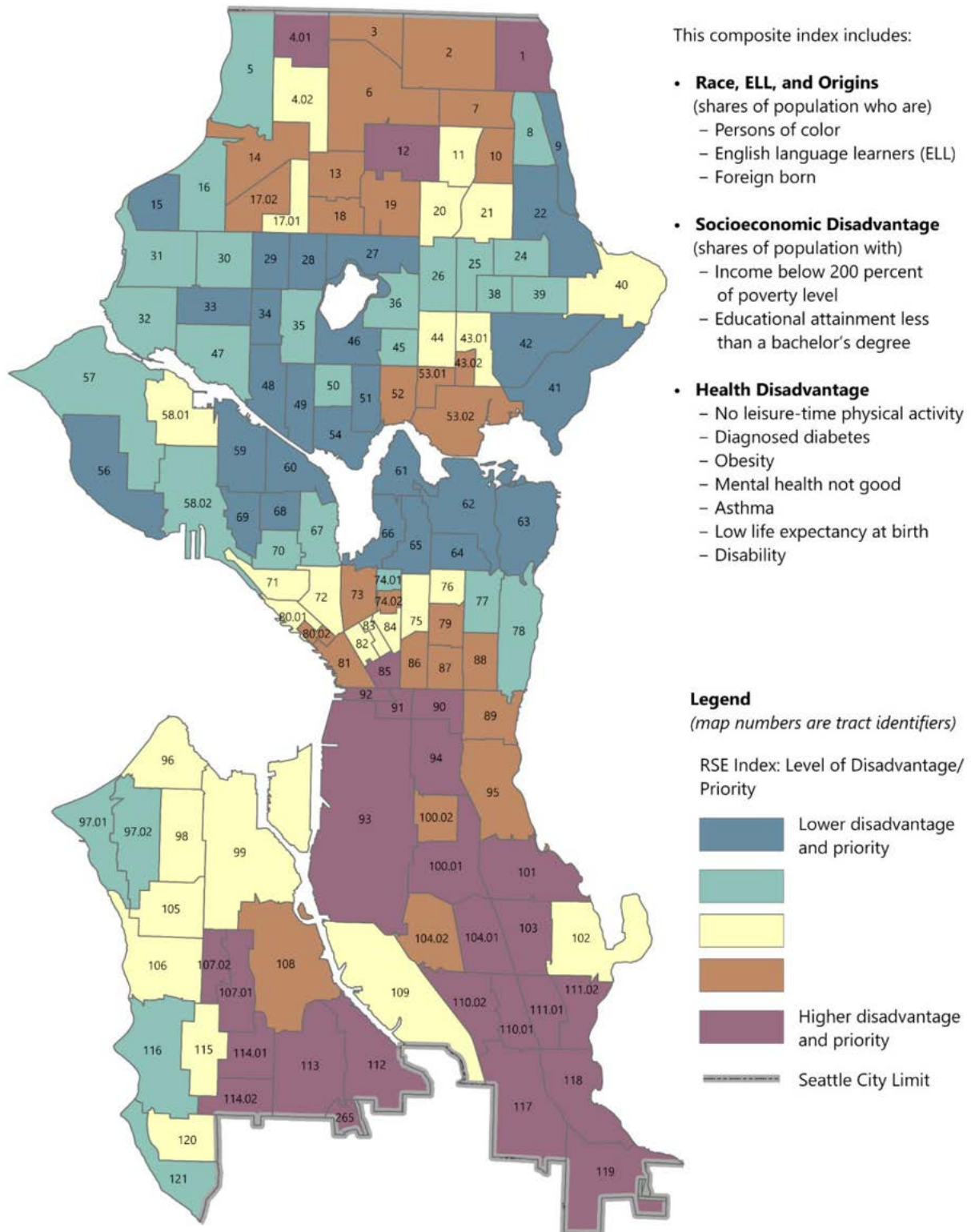
“Place Matters—Decades of research have shown that where you live impacts your health and your life opportunities—including your ability to participate in the economy....

In an equitable economy, a child’s race, class, or zip code would no longer predict his or her health, success at school, or adult income. Place-based strategies that make distressed neighborhoods more opportunity-rich (with high-quality housing, public transportation, thriving businesses, walkable and safe streets, services, retail, etc.) are integral to building an equity-driven growth model.”

—PolicyLink, [America’s Tomorrow: Equity is the Superior Growth Model](#)

Figure 2

Race and Social Equity (RSE) Index



Sources: RSE Index developed by City of Seattle OPCD based on estimates from the 2012-2016 5-year ACS, U.S. Census Bureau; 2014 and 2015 estimates published in the U.S. CDC's "500 Cities Project;" 2011-2015 averages from the Washington Tracking Network, Washington State Dept. of Health; and estimates from Public Health – Seattle & King County.

Notes: OPCD developed the RSE Index and updates it periodically to inform equitable development efforts and other RSJI-related work at the City. The RSE Index map is available as a [PDF](#). The index can also be accessed on [ArcGIS Online](#) and [SeattleGeoData](#) (open data). Contact: diana.canzoneri@seattle.gov.

Using the RSE Index, we assess equity across neighborhoods by looking to see if the indicators are as favorable—or as concerning—for RSE priority areas as they are for other neighborhoods in the city.

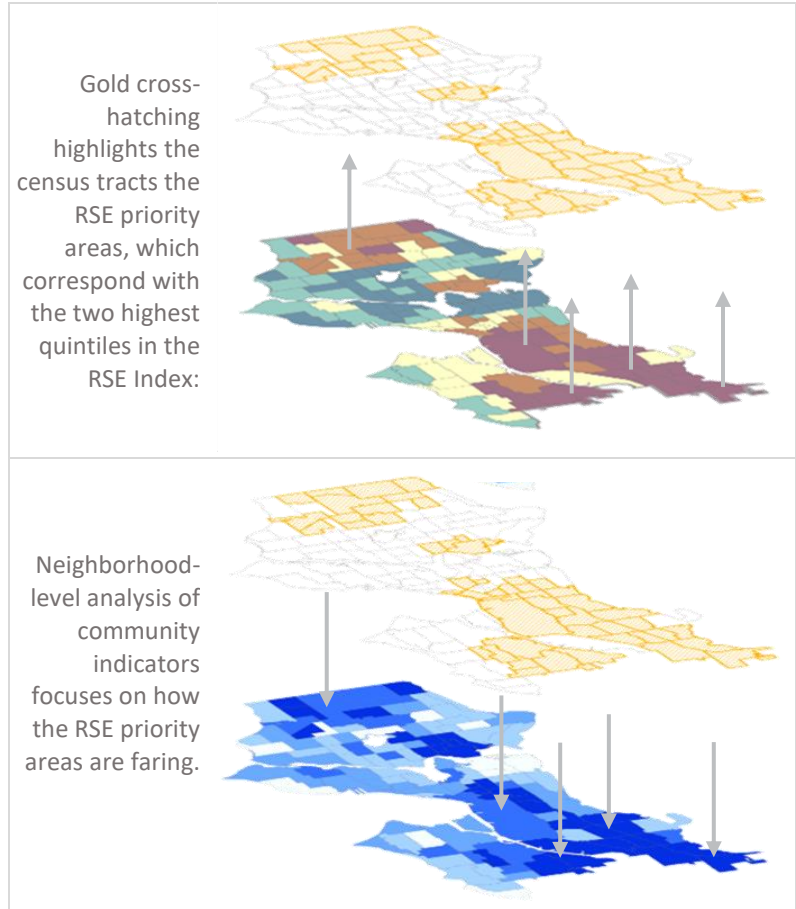
As illustrated in the bottom panel of Figure 3, in the neighborhood maps for the indicators we use gold cross-hatching to identify census tracts in RSE priority areas.

For convenience, we overlay the names of Community Reporting Areas on most indicator maps to identify general neighborhoods.⁶

Important considerations for viewing and using neighborhood findings

The patterns found in these neighborhood analyses provide important insights and allow us to evaluate the *general* equity landscape for each indicator. When thinking about implications of these analyses, it is also important to consider the following.

Figure 3



- **Inequities may exist even if RSE priority areas and other areas are found to have equal levels of access.** RSE priority areas may in fact need higher levels of access given that marginalized populations commonly have greater need for services than others. For example, because disproportionate shares of marginalized populations are dependent on transit, RSE priority areas need higher levels of transit. Furthermore, proximity-based measures tell an incomplete story. Things like programming content and hours of operation are also important.
- While the RSE Index and most of the community indicators are summarized at the census tract-level, it is important to keep in mind that **disparities in outcomes also exist within census tracts**. This is, for example, commonly the case within census tracts that border shorelines; in these tracts, affluent residents often tend to live on blocks that are near the water or have sweeping views while less affluent residents live on blocks without these amenities.⁷
- Census tracts vary somewhat in their number of residents and vary a great deal in the amount of land they cover. **Small census tracts with high-density housing can have as many or more people than large tracts** with lower-density housing, non-residential zoning, or large parks.
- While marginalized populations make up comparatively large proportions of residents in RSE priority areas, **marginalized people also reside in neighborhoods outside RSE priority areas**.
- Finally, **we must be thoughtful in identifying implications of this report's findings in light of displacement processes** that have already pushed out marginalized people and that continue to place pressure on communities. More context follows on displacement processes and shifts in the racial and ethnic makeup of neighborhoods and the city as a whole.

Future monitoring reports to include Access to Parks and Open Space

Along with community centers, libraries, and grocery stores, community members commonly mentioned parks when asked what is most important to have within a neighborhood. OPCD and Seattle Parks and Recreation are developing a new measure of access to parks and open space that will be included in future monitoring.

Notes on Data Sources Used for the Community Indicators

Data for the community indicators come from a variety of sources. In selecting sources, we prioritized publicly available sources that produce high-quality data likely to be updated on an ongoing basis. As noted previously, the data used to analyze the indicators pre-date the COVID-19 pandemic.

Some indicators are based on surveys (including the Census Bureau’s American Community Survey, the source we use most), and some tap administrative datasets (e.g., data on public transit service or City-run community centers). Some indicators rely on a combination of sources.

Time periods reflected in the data vary due to several factors including differences in release schedules and the data available when we performed the analysis. With some indicators, we needed to use data pooled over several years to get the detail required to report findings by race/ethnicity and by neighborhood.

For each indicator, the “How We Measure...” section briefly describes the specific data source(s) we used along with basic notes on how we did the analysis. Appendix B provides details on the approach we used with the American Community Survey data.

Appendix C lists sources and provides a preliminary update schedule for all of the Community Indicators of Equitable Development.

Collaboration to Improve and Refine the Community Indicators

As previously noted, we will continue to emphasize collaboration and community engagement as we work to refine the EDMP. This will include gathering feedback on the usefulness of the indicators selected and seeking further input to shape the way we report on the indicators in the future.

While practicality necessitates that we use readily available data for most indicators in the monitoring program, such data leave large gaps in understanding. To provide a more complete picture, we will explore how the EDMP could more fully integrate marginalized people’s *own* observations of what is happening in their communities. The importance of integrating and—resourcing—community-based participatory research was one of the most common themes in the feedback that community leaders and practitioners provided on designing the monitoring program.

Several City departments including the Office of Civil Rights (OCR) have undertaken or are beginning monitoring efforts focused on advancing race and social equity. OPCD will coordinate with OCR and other departments so that we can leverage each other’s work. In addition to sharing data and analysis, we will work together to articulate the intended role of each monitoring effort.

Context: Changes in the Racial and Ethnic Composition of Seattle and Its Neighborhoods

This report is designed to furnish insights into the state of equity for existing residents and neighborhoods and to provide a baseline for ongoing monitoring. Findings from this report need to be interpreted and acted upon with awareness of dramatic shifts that have occurred in the racial and ethnic make-up of neighborhoods.

The population of color in Seattle has grown from comprising roughly one-fourth of the city's population in 1990 to making up over a third of the population currently, with Asian and Hispanic/Latino population growth substantially outpacing the city's overall population growth. The share of Seattle's population who are foreign born has increased, with the number of immigrants from Asia and from Africa growing particularly quickly.

At the same time, the Seattle's Black population has decreased as a share of the city's population. While the share of residents who are people of color has been increasing in much of the city, the opposite has been happening in the Central Area and parts of southeast Seattle. In the Central Area, Blacks went from being close to 60 percent of the population in 1990 to less than a quarter of the population more recently. This is a continuation of a longer trend that began in the 1970s. Many community members we spoke with in these and other areas of the city described ongoing or newly intensified displacement pressure associated with increasing housing costs.

A broader geographic view of recent decades finds that the population of color has grown more rapidly in the remainder of King County—particularly in lower-cost areas to the south and southeast of Seattle—than in Seattle itself. This is, in important part, a signal that marginalized populations are having difficulty remaining in, and moving to, Seattle.

As the Equitable Development Monitoring Program moves forward to track changes in the community indicators, it will be essential to account for continued displacement pressures and shifting demographics. Displacement risk monitoring will provide a greater understanding of displacement pressures to help the City better respond to prevent and mitigate displacement.

Accessing this Report and Ongoing Updates on the EDMP Website

The 2020 [Equitable Development Community Indicators Report](#) is available online on OPCD's new [monitoring website](#). Reporting on the [Indicators of Heightened Displacement Risk](#) is being launched simultaneously with the Community Indicators report. OPCD will update data for both sets of indicators on a periodic, ongoing basis.

Reporting on the Displacement Indicators is presented using a dashboard format. Going forward, we are planning to apply a similar format for updating the Community Indicators.

Along with reporting on the two sets of indicators, the monitoring website links to information on neighborhood demographic change to provide context vital for interpreting monitoring findings and gauging progress in advancing race and social equity.

For More Information

For further information or to make suggestions on the community indicators or the broader Equitable Development Monitoring Program, readers can contact Diana Canzoneri, Demographer & Strategic Advisor, Office of Planning & Community Development, at diana.canzoneri@seattle.gov.

COMMUNITY INDICATORS





Home

The indicators we are tracking:

- Homeownership
- Housing Cost Burdens
- Affordability and Availability of Rental Housing
- Family-Size Rental Housing
- Rent- and Income-Restricted Housing

Homeownership

Key Findings

- In Seattle, about half of the households with White householders own their home; people of color are much less likely to own their home.
- Homeownership rates for Native Americans, Blacks, Pacific Islanders, and Hispanics/Latinos are all under 30 percent.
- Low-income households have low rates of homeownership; furthermore, low-income households who are homeowners may need help staying in their homes.
 - Even among low-income households, there are substantial racial and ethnic disparities in homeownership rates.
 - A concentration of low-income homeowner households is present in southeast Seattle.

Why This Matters

Owning a home is the most common way for households to build and pass on wealth. Financial equity in a home is also an asset that households can use to access additional pathways to opportunity.

Reduced chances for people of color to access and sustain homeownership have added to an intergenerational legacy of diminished economic prospects as described in the text box on the following page.^{8, 9}

Owning one's home is generally associated with greater housing stability than renting. Research has found that in gentrifying neighborhoods, homeowners are about half as likely to be displaced as are renters.¹⁰

What the Data Show in Seattle as a Whole

Based on a special tabulation of American Community Survey (ACS) data, about 46 percent of households in Seattle own the home in which they live, with homeownership markedly less common for households of color and low-income households. (Figure 4.)

- About 35 percent of households of color own their home.
- Roughly a quarter of households with a low income (i.e., at or below 80% of Area Median Income) are homeowners.

We use the special tabulation of ACS data (called "CHAS" data) because it allows us to report on homeownership rates in more detail than possible with the regular ACS estimates.

The most recent ACS estimates available do not show clear trends in overall homeownership rates since the 2011-2015 period represented in the CHAS data.¹¹

Definitions:

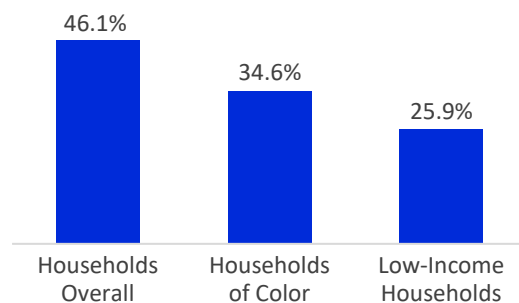
Homeownership rate—The percentage of households who own the home in which they live.

Low-income households—Those who have incomes no higher than 80% of Area Median Income (AMI) as calculated and adjusted for household size by the U.S. Department of Housing & Urban Development. (In 2015, 80% of AMI for a three-person family was \$59,250; and in 2020 it is \$85,750.)

Household race and ethnicity—The Census Bureau classifies race and ethnicity of households based on characteristics of the householder even though households can contain people of different races/ethnicities. (The householder is a person in whose name the home is owned or rented.)

Figure 4

Homeownership Rates



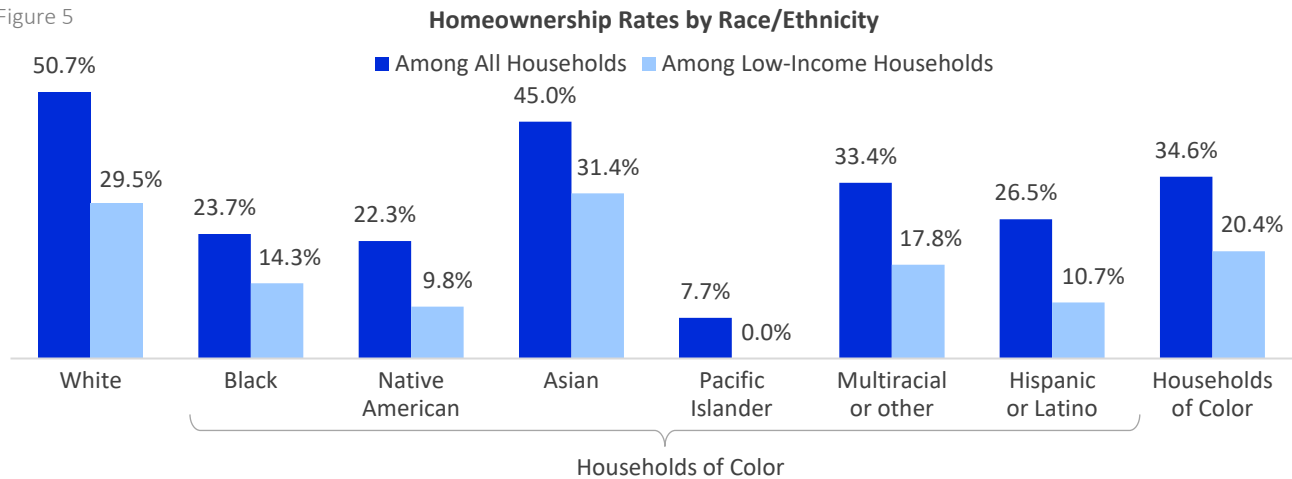
Source: 2011-2015 ACS5-Year "CHAS" (Comprehensive Housing Affordability Strategy) estimates, U.S. Census Bureau and U.S. Dept. of Housing and Urban Development (HUD).

Notes: Race/ethnicity of households refers to that of the householder.

Deep disparities in homeownership rates exist by race and ethnicity. (Figure 5.)¹²

- While more than half (51%) of White households are homeowners, homeownership is uncommon for most groups of color. Hispanics/Latinos, Native Americans, and Blacks have homeownership rates below 30 percent and owning one's home is even more of a rarity for Pacific Islanders.
- Among low-income households, owning a home is more than twice as common for Whites and Asians than for other groups.

Figure 5



Source: ACS 5-Year CHAS estimates, U.S. Census Bureau and HUD.

Notes: Race/ethnicity refers to that of the householder. ACS estimates are based on a sample and may be unreliable for small population groups.

Differences between racial, ethnic, and origin sub-groups

Looking at 2011-2015 ACS data in detail un masks disparities in the experience of individual population subgroups. For example:

- Owning one's home is common for Japanese and Taiwanese households but rare among Cambodian and Laotian households.
- About 31 percent of households with a U.S.-born Black householder own the home in which they live; the same is true for only 10 percent of households with a Black immigrant householder.

Disaggregated estimates for additional subgroups can be found in [PolicyLink/PERE's National Equity Atlas](#).

Declines in Black homeownership rates

Since 2000 there has been a drastic decline in homeownership among U.S.-born Blacks in Seattle, with most of this drop occurring since 2010. Comparing estimates from the 2000 Census and the 2011-2015 ACS shows a decline in Seattle's overall homeownership rate of 3 percentage points (from 49% to 46%). During the same period, there was an even larger percentage point decline for U.S.-born Blacks (from 40% to 31%).

As a *Washington Post* article from February 2019 documents, the "[heartbreaking decrease in black homeownership](#)" is widespread, with a host of causes including lingering effects of the Great Recession's foreclosure crisis, continued discrimination in lending, rising student loan debts, and various barriers that confront would-be first-time buyers in expensive markets.

Legacy of inequity—For much of the last century, discriminatory practices including redlining and racially restrictive covenants excluded people of color from Seattle's "desirable" neighborhoods and made it very difficult for people of color to purchase homes.

More recently, predatory lenders' targeting of communities of color led these communities to bear the brunt of the foreclosure crisis in the wake of the 2007 to 2009 Great Recession.

People of color continue to confront enormous barriers to becoming homeowners. As of 2018, the median sales price for a condominium in Seattle was roughly 10 times the median income of Seattle's Black families and about 7 times that of Seattle's Latinx families, with single-family homes even further out of reach. (In comparison, the median priced condominium sold for about 4 times the median income for all families in Seattle.)

Homeownership challenges faced by young adults

Another topic of concern is the difficulty that young adults have experienced, and continue to confront, in becoming homeowners. Compared with young adults of previous generations, Millennials are not as likely to own a home. Furthermore, Millennials who are homeowners have generally transitioned from renting to owning later in life than young adults in previous generations did.

This is, in part, linked to the especially sharp decline in young adult homeownership rates in the wake of the Great Recession. As of 2018, within the city of Seattle, just 22 percent of Millennial householders (age 22 to 37 at the time) were homeowners; before the Great Recession, the homeownership rate among 22- to 37-year-olds had been 32 percent.^{13,14}

More Millennials have become homeowners in recent years, and the extremely low mortgage rates of 2020 have reportedly increased in the pace at which Seattle-area residents of that generation are taking out home loans.¹⁵ However, many Millennials and other young adults face formidable barriers to homeownership. The accompanying text box describes some of these barriers.¹⁶

What the Data Show in Seattle's Neighborhoods

The map for this indicator, presented in Figure 6, shows homeownership rates by census tract.

Gold hatching highlights census tracts identified as Race and Social Equity (RSE) priority areas based on the RSE Index described in the introduction to this report.

Homeownership rates vary widely across Seattle.

- Homeownership rates are generally the highest where single-family homes are prevalent and incomes high (e.g., census tracts in North Beach, Magnolia, in and around Wedgewood, Montlake, and Leschi, some tracts in West Seattle, and Seward Park in Southeast Seattle).
- Homeownership rates are low in and around downtown where substantially denser housing predominates.
- Most tracts in RSE priority areas have homeownership rates that are disproportionately low relative to the city as a whole.

The inset map in Figure 7 adds dots to symbolize the percentage of total households in each tract who are low-income homeowners. While generally a small share of all households, low-income homeowner households are more concentrated in southeast Seattle. Targeted anti-displacement efforts may be needed to help these homeowners stay in their homes.

Homeownership challenges faced by young adults— As found in the Urban Institute's 2018 "[Millennial Homeownership](#)" report and other studies, some of the key barriers young, would-be homebuyers have faced in recent years include historically high student loan debts and tightened credit for home loans. In Seattle and similar housing markets increasingly geared to higher-income buyers, insufficient supplies of starter homes and soaring rents have also made saving for a down payment particularly difficult.

For Black and brown young adults, these difficulties are compounded, with one factor being the limited resources that older relatives tend to have available for helping out with down payments.

Now, the economic uncertainty and lost earnings associated with the COVID-19 pandemic are likely placing a hold on the homeownership aspirations of many households.

Past recessions indicate that the groups of adult workers most impacted by unemployment during economic downturns include those starting their careers, Blacks, Hispanics, and people without a college degree. In addition to affecting people's prospects of buying a home, reduced wages and unemployment also increase risks of foreclosure.

How We Measure Homeownership Rates

The main estimates we present for this indicator are based on “CHAS” (Comprehensive Housing Affordability Strategy) data, a special tabulation of five-year ACS estimates that HUD obtains from the Census Bureau and publishes on an annual basis to help communities understand housing needs.

The ACS CHAS data are the best readily available data for analyzing homeownership by AMI-based incomes and race/ethnicity. We use the 2011-2015 CHAS estimates because they were the most recent available at the time of our analysis. The data we present on homeownership among low-income households is for households with incomes no higher than 80% of AMI as calculated and adjusted by household size by HUD.

Additional Considerations

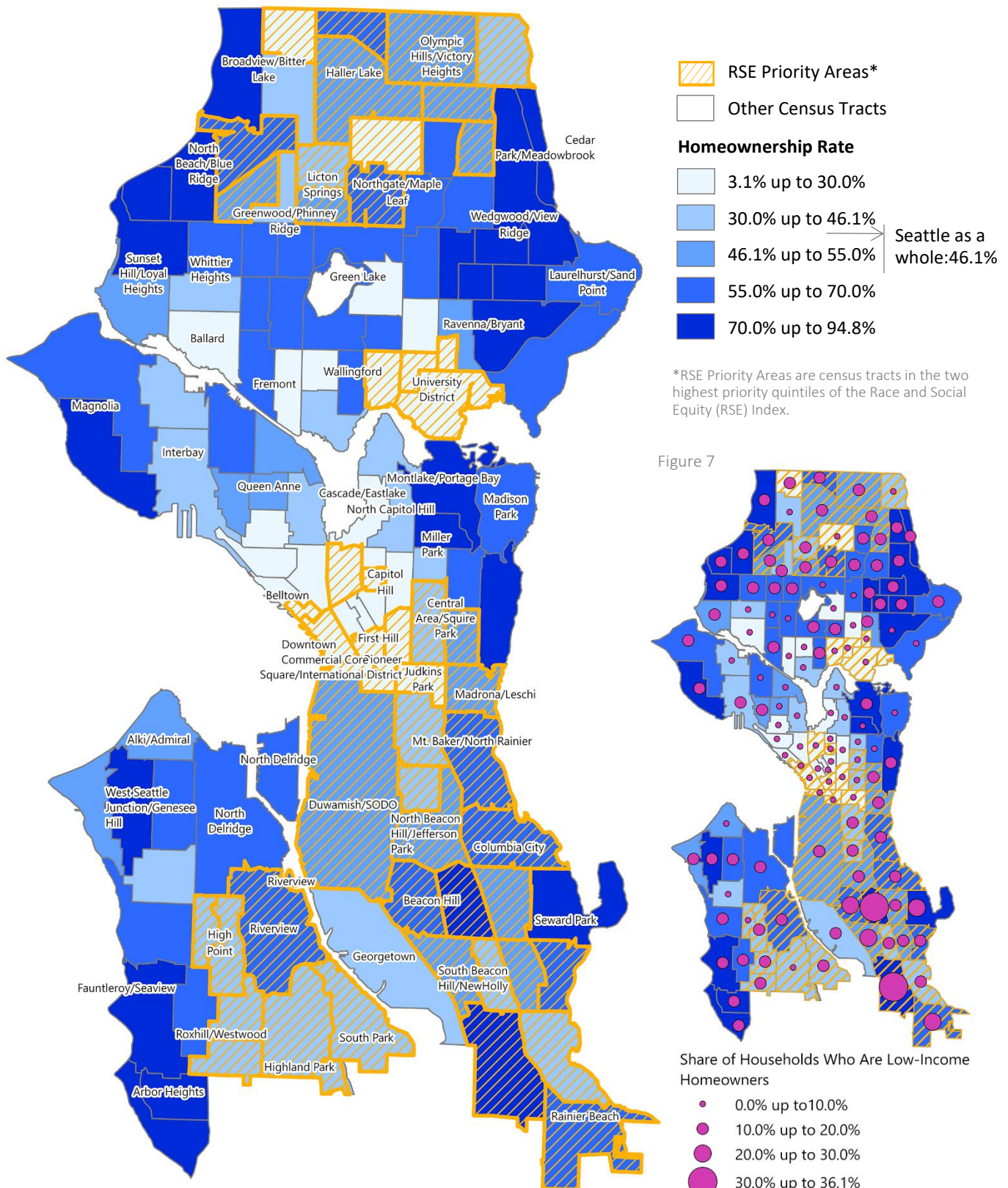
The relative lack of diversity in the types of ownership housing available in Seattle plays a significant role in constraining homeownership opportunities and creating disparities in housing access by race, income, and neighborhood.

Although single-family detached houses are the most expensive form of housing, these homes make up much more of the ownership housing stock in Seattle than do other forms of housing such as duplexes, townhouses, and condominiums. As described the City’s 2019 [Housing Choices Background Report](#):

“While recent efforts like the implementation of Mandatory Housing Affordability have started to change this situation, most Seattle land zoned for housing allows only detached houses....This creates a very high financial bar for entry into many Seattle neighborhoods and disproportionately limits housing access for low-income households and people of color.”

Figure 6

Homeownership Rates



Sources: ACS 2011-2015 5-Year CHAS estimates, U.S. Census Bureau and HUD. RSE Index, City of Seattle Office of Planning & Community Development. (OPCD)

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level.

Housing Cost Burdens

Key Findings

- In Seattle, over two-thirds of low-income households are housing cost burdened, almost twice the rate for households overall.
- Housing cost burdens are disproportionately shouldered by people of color.
 - Roughly half of Native American, Black, and Pacific Islander households are cost burdened.
 - More than a quarter of Black households are severely cost burdened.
- Housing cost burdens are more prevalent in Race and Social Equity (RSE) priority areas than in other parts of the city. At the same time, low-income households have high rates of cost burden regardless of where they live.

Definitions:

A household is **“housing cost burdened”** if it spends more than 30 percent of its income on housing, and **“severely housing cost burdened”** if it spends more than 50 percent.

Housing costs for renters include contract rent and basic utilities; and for owners include any mortgage payments, basic utilities, property taxes and insurance, and other certain other expenses such as condominium fees.

Low-income households are households with incomes at or below 80% of AMI. (See low-income definition provided with previous indicator.)

Why This Matters

Housing is the single largest expense for most households. Households with unaffordable housing costs, particularly those who have low incomes, may not have enough money left over to pay for other basic needs or make investments in things like college that can improve their long-term economic well-being.

To avoid or reduce cost burdens, households commonly make tradeoffs. This often means living further away from work to better afford housing although doing so increases the time and money they must spend commuting. Low-income households with unaffordable housing costs are especially vulnerable to displacement.

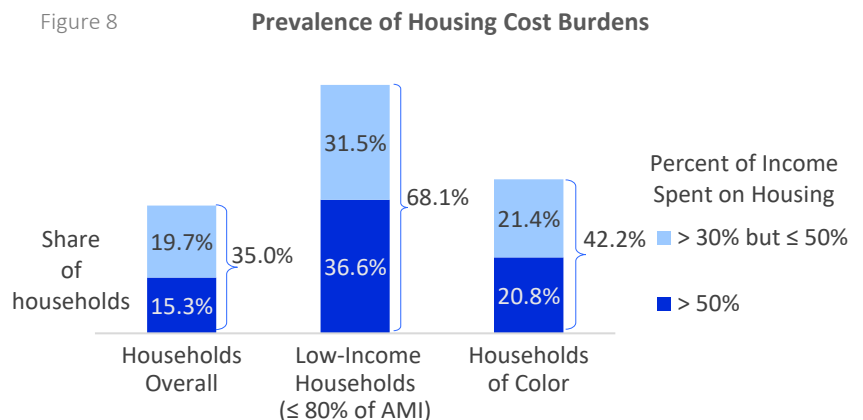
What the Data Show in Seattle as a Whole

Per the 2011-2015 American Community Survey (ACS) CHAS data, about 35 percent of Seattle households are housing cost burdened and roughly 15 percent are severely housing cost burdened.

As shown in Figure 8, shouldering unaffordable housing costs is nearly twice as common for low-income households (i.e., those with incomes at or below 80% of Area Median Income) as for households overall:

- Roughly two thirds of low-income households are cost burdened.
- More than one third of low-income households are severely cost burdened.¹⁷

Roughly forty-two percent of households of color are cost burdened, with twenty-one percent severely cost burdened.



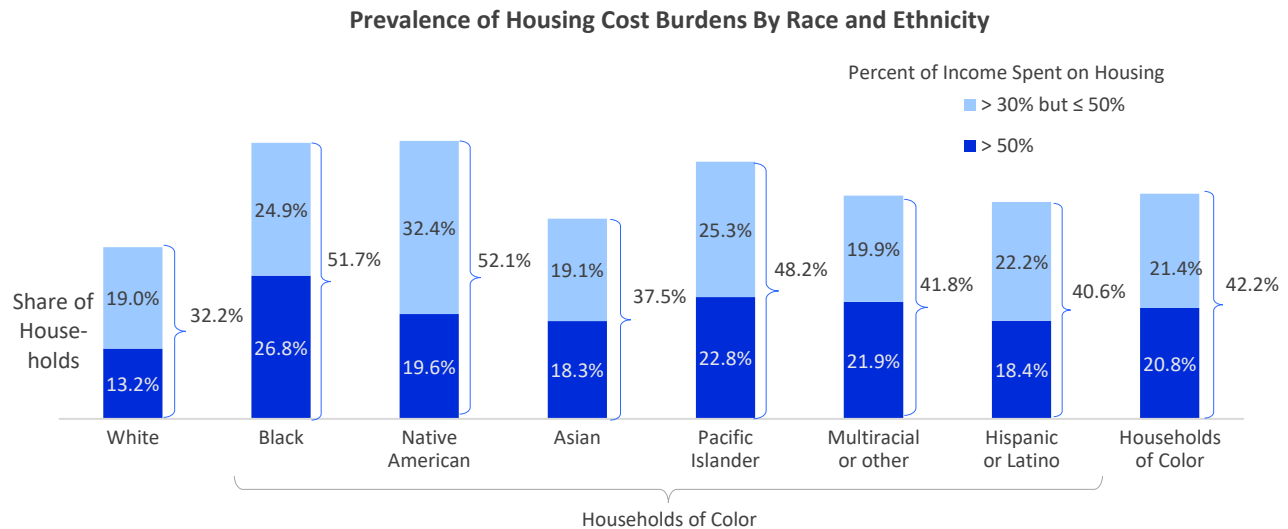
Source: CHAS tabulation of 2011-2015 ACS 5-year estimates, U.S. Census Bureau and HUD.

Notes: ACS estimates are based on a sample. Sources do not calculate the percentage of income spent on housing for households with zero or negative income, which comprise 1.5% of total households, 3.9% of low-income households, and 2.9% of households of color.

As shown in Figure 9, paying more than a household can afford for housing is disproportionately common for every group of color:

- Housing cost burdens are most prevalent among Native American, Black, and Pacific Islander population groups; roughly half of these households pay too much for housing.
- Of particular concern, an estimated 27 percent of Black households are paying more than half of their income for housing.

Figure 9



CHAS tabulation of 2011-2015 ACS 5-Year Estimates, U.S. Census Bureau and HUD.

Notes: Race/ethnicity refers to householder. ACS estimates are based on a sample and may be unreliable for small population groups. Percentage of income spent on housing not calculated for households with zero or negative income

Prevalence of housing cost burden among renters and owners

Being housing cost burdened is more common for renters than homeowners (about 42 percent of renter households are cost burdened compared with 26 percent of owner households). The difference is largely related to renters being more likely than owners to have low incomes.

Large majorities of very-low income households (that is, households with incomes of 0-50% of AMI) are shouldering cost burdens regardless of whether they rent or own.¹⁸

More recent estimates from the ACS on the prevalence of housing cost burden

ACS estimates published directly by the Census Bureau provide information on what has happened with housing cost burdens between the five-year period reflected in the 2011 to 2015 estimates above and the year 2018.

- The 2018 ACS data suggest that the overall *percentage* of Seattle households who are cost burdened did not rise during that time despite increased housing costs, with one likely reason being the expansion in the share of households with high incomes. The lack of an increase in the share of Seattle households who are cost burdened may also reflect lower income households being priced out of the city.
- While the share of the city's households who are housing cost burdened does not appear to have grown, the 2018 ACS indicates that the *total number* of cost-burdened households *did increase*.¹⁹

Income loss and housing insecurity in the wake of COVID-19's arrival—The ACS data presented on cost-burdened households and race-based disparities predate the COVID-19 pandemic and its reverberations.

Reductions in income due to a host of factors including layoffs and furloughs are now making it more difficult for many households to pay for housing and other basic needs. Those who entered the pandemic with low-paying jobs and little savings have been among the most impacted.

The Census Bureau has been fielding a special weekly survey called the “[Household Pulse Survey](#)” in the midst of the pandemic. Responses indicate that nearly half of adults in the Seattle-Tacoma-Bellevue Metro Area are in a household where someone has experienced a loss of employment income since the pandemic began. Many in our metro area report that they have delayed making rent and housing payments. July responses to the survey indicate:

- 18 percent of mortgage holders of color—compared to 6 percent of their White counterparts—either missed their June mortgage payment or had it deferred, and
- 34 percent of renters of color—compared to 9 percent of White renters—either missed their June rent payment or had it deferred.

These figures signal that here in the Seattle area, as in the rest of the county, many people are at heightened risk of foreclosure, eviction, and other forms of displacement (including leaving their homes to double up with family or friends).

While eviction moratoria, unemployment insurance, and emergency aid has thus far forestalled an eviction crisis, risks to renters—particularly those of color—loom large. Based on research findings reported in [The COVID-19 Eviction Crisis](#) (August 2020), a large group of advocates and academics are warning that—without a vast federal outlay of emergency rental assistance—tens of millions of people across the county will be at risk of losing their home when eviction moratoria expire.

Emergency housing assistance during the pandemic—With the coronavirus pandemic upending people's livelihoods, more households need help to weather the crisis and stay in their home.

- The City's “[Renting in Seattle](#)” website includes information on eviction moratoria and other measures aimed at protecting renters having difficulty making rent payments.
- The Office of Housing's website provides information on ongoing programs to help both [renters](#) and prospective and current [homeowners](#) and includes a compilation of [COVID-19 Resources for Affordable Housing Providers and Residents](#).
- Many of these programs—and others—are featured on [Affordable Seattle](#), a City webpage to help residents find resources and assistance for which they may be eligible.

What the Data Show in Seattle's Neighborhoods

The map in Figure 10 shows the share of households within each census tract who are housing cost burdened. North of the ship canal, housing cost burdens are most prevalent in and around Northgate, Haller Lake, and the University District. South of the ship canal, housing cost burdens are most common in Capitol Hill and the Central area, much of Downtown, and in large swaths of south Seattle neighborhoods including High Point, South Park, and most of southeast Seattle.

The large majority of census tracts in RSE priority areas have higher rates of housing cost burden than the city as a whole, reflecting the lower incomes in RSE priority areas.

While the prevalence of housing cost burden varies by neighborhood, low-income households tend to be cost-burdened regardless of where they live. Within almost all the city's neighborhoods, most low-income households in the neighborhood are cost burdened.²⁰

How We Measure Housing Cost Burden

Based on the standard used by HUD—which is also the most commonly used standard in broader circles— we consider a household to be housing cost burdened if it spends more than 30 percent of its income on housing. Also, per HUD’s standards, we consider a household to be severely housing cost burdened if it spends more than 50 percent of its income on housing. Data used to calculate cost burdens are collected at the household-level; a household is comprised of all persons occupying a housing unit.²¹

As described in the definition provided earlier, for renters, the costs included in the calculation are contract rent plus basic utilities. (Contract rent refers to the monthly rent the tenant household is paying under an existing lease.) For owners, the costs include mortgage payments, utilities, insurance on the property, real estate taxes, and fees such as those paid to condominium associations.

As with the indicator on homeownership, we use the CHAS special tabulation of ACS data as the main data source for our analysis because the CHAS data provide the most readily available detail by race and by AMI-based income levels. The CHAS tabulation from the 2011-2015 five-year ACS data comprised the most recent CHAS data available at the time we performed these analyses.

We use 1-year ACS estimates directly from the Census Bureau to provide a general sense of more recent city-level trends in the prevalence of housing cost burdens. (While these ACS estimates are available with less of a lag, they use slightly different thresholds in reporting housing costs as a percentage of income.²²)

Additional Considerations

In reality, the percentage of income that a household can afford for housing varies. Those with extremely low incomes and very low incomes likely struggle with spending even 30 percent of their income on housing. The same can be true of households with large expenses besides housing, such as expenses related to childcare, student loans, medical care, or eldercare.

Furthermore, ACS estimates about cost-burdened households do not account for the needs and struggles of individuals and families experiencing homelessness. The “Count Us In” point-in-time count, conducted in January of 2020 estimated that there were roughly 11,750 persons at that time experiencing homelessness in Seattle and the remainder of King County. This is an increase of nearly 5 percent from the previous January. The 2020 count estimated a population of almost 8,200 persons experiencing homeless within Seattle.

A survey is conducted with a random sample of persons experiencing homelessness as part of the “Count Us In” process. Based on detailed analysis of survey findings available in the 2019 report, many marginalized population groups are disproportionately represented among people without homes. See sidebar for examples.²³

The [2020 “Count Us In” Report](#) is available online on the [King County Regional Homelessness Authority’s website](#) along with additional data used to understand the scope of homelessness and inform planning for homeless services.

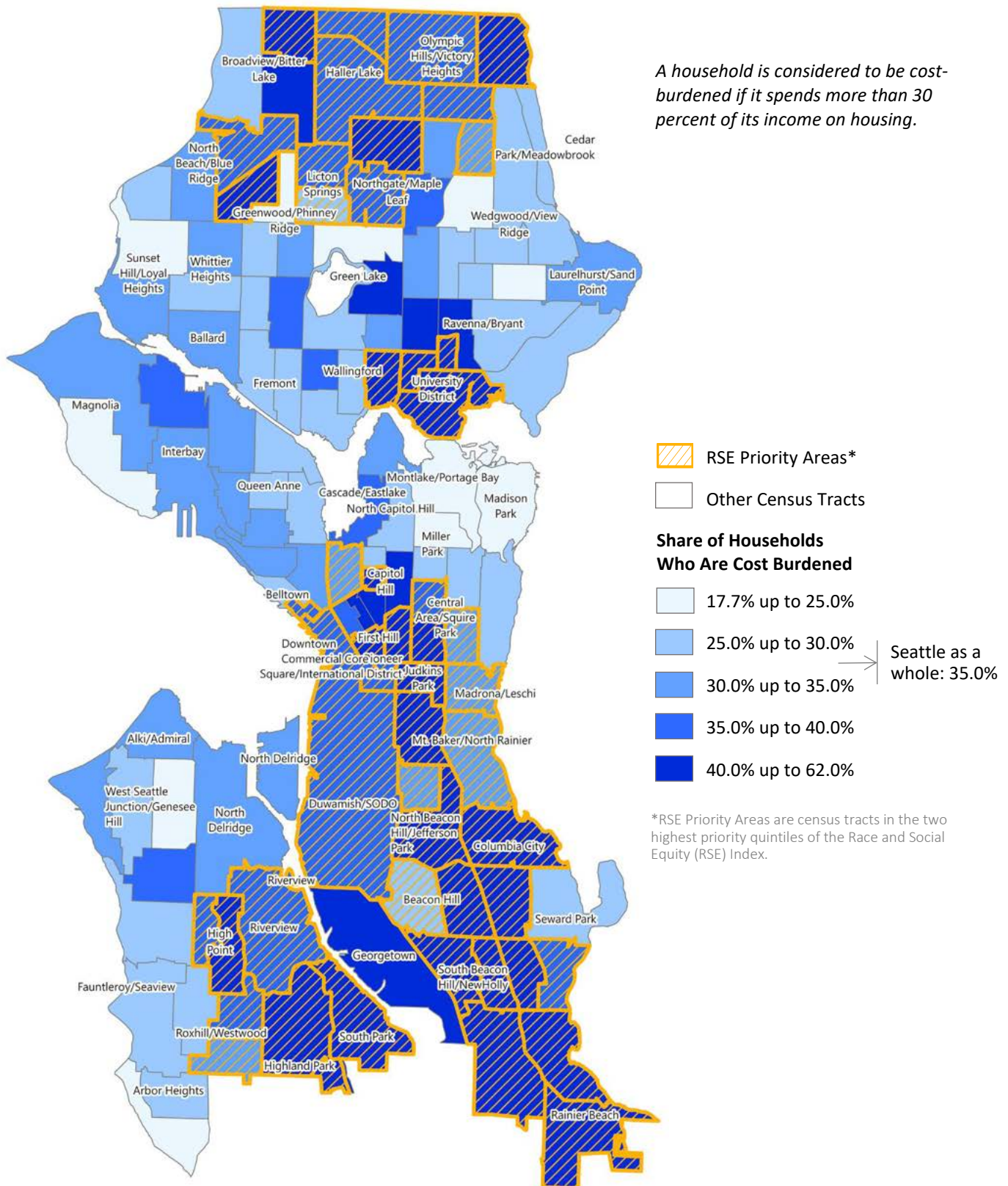
People experiencing homelessness are not included in ACS estimates on housing cost-burdened households.

Based on the 2019 Count Us In survey, groups disproportionately represented within the population experiencing homelessness include:

- men;
- Black, American Indian/Alaskan Native, Pacific Islander, Hispanic/Latino, and multiracial individuals;
- lesbian, gay, bisexual, transgender, queer, and other (LGBTQ+) persons;
- people who had been in foster care; and
- persons with physical disabilities, chronic substance use disorders, and severe mental health conditions.

Figure 10

Housing Cost-Burdened Households



Sources: ACS 2011-2015 5-Year CHAS estimates, U.S. Census Bureau and HUD. RSE Index, City of Seattle Office of Planning & Community Development. (OPCD)

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level.

Affordability and Availability of Rental Housing

Key Findings

- Seattle has a shortage of rental housing affordable and available at all low-income levels: 30% of Area Median Income (AMI), 50% of AMI, and 80% of AMI.
- The shortage is especially severe for households with extremely low incomes: there are only 32 affordable and available rental units for every 100 renter households with incomes at or below 30% of AMI.
- In general, the share of rentals affordable with a low income is higher in Race and Social Equity (RSE) priority areas than elsewhere in the city. Low-income renters in these areas, and in other areas of the city, are at risk of being priced out as market-rate rents increase.

Why This Matters

The cost of housing relative to people's incomes is one of the most powerful determinants of who can live in Seattle. The same is true at a neighborhood level, with the affordability of housing affecting who is able to live within a close commute of work, who can live in the safest communities, and who has access to connections that improve socioeconomic prospects.

Compared with Whites, people of color are disproportionately likely to rent and have low incomes. Overall, about 43 percent of Seattle households of color are low-income renters; the same is true for just 23 percent of Seattle White households.²⁴

Nearly all the residents we spoke with to help shape this monitoring program cited housing affordability as a major challenge for their community.

What the Data Show in Seattle as a Whole

To gauge shortages confronting low-income renters, we start by comparing shares of households at or below low-income thresholds with the shares of renter-occupied units affordable to these households. (The affordability profile of rental housing is shown in Figure 11 on the following page.)

Gauging whether Seattle's rental housing stock is sufficient to meet the needs of low-income households requires looking at both affordability and availability.

Definition: Rental units that are "**affordable and available**" with a low income are both affordable with a low income *and* not taken up by households in a higher income tier.

Context on rental housing affordability and the pandemic:

[Seattle was the fastest growing city](#) of the 50 most populous cities in the nation during the 2010s; our city added residents at an especially fast pace between 2013 and 2018.

Even though the number of housing units developed each year from 2013 through the end of the decade approached or exceeded the city's historical highs, demand still outstripped development, driving up sales prices and rents at extraordinarily rapid rates. As demonstrated by the data presented for the previous indicator on housing cost burden, low-income households, people of color, and renters disproportionately bear the harm from Seattle's shortage of affordable housing.

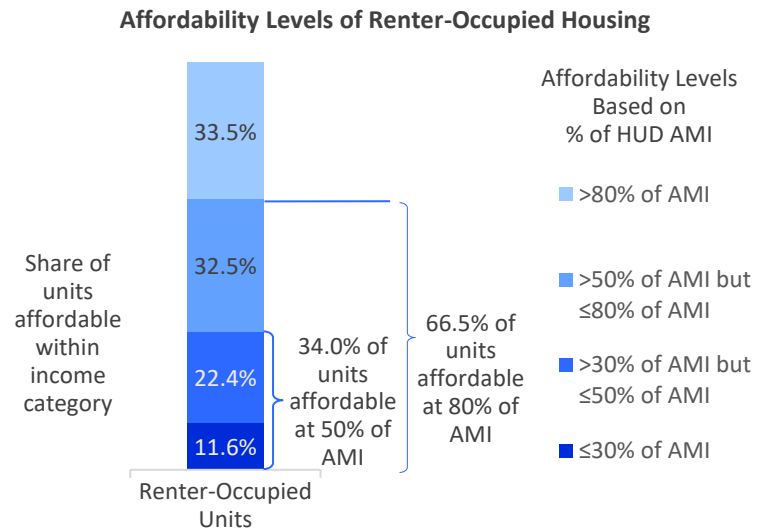
The pandemic is now compounding this harm. The toll in lost jobs and reduced work hours associated with the pandemic has altered what many households can pay for housing.

As shown in the twelfth week of responses to the Census Bureau's new [Household Pulse Survey](#), housing insecurity is hitting people of color, renters, and households in the lowest income brackets particularly hard. In the Seattle metro area one in three renters of color—compared with roughly one in ten White renters—missed their June 2020 rent payment.

We find that:

- Just one-eighth (12%) of renter-occupied units can be afforded with an income of 30% of AMI. However, a quarter of renter households have incomes at or below 30% of AMI.
- About one-third (34%) of renter-occupied units are affordable at 50% of AMI while 40 percent of renter households have incomes at or below 50% of AMI.
- Roughly two-thirds (66%) of renter-occupied units are affordable at 80% of AMI. About 54 percent of renter households have incomes at or below 80% of AMI.

Figure 11



Source: 2011-2015 5-Year ACS CHAS, U.S. Census Bureau and HUD.

Notes: The ACS does not distinguish between market-rate and income-restricted units. AMI refers to the Area Median Family Income calculated by HUD, with adjustments for household size and other factors, for the Seattle-Bellevue-Everett Metro Division. Chart reflects renter-occupied units with complete kitchen and plumbing facilities.

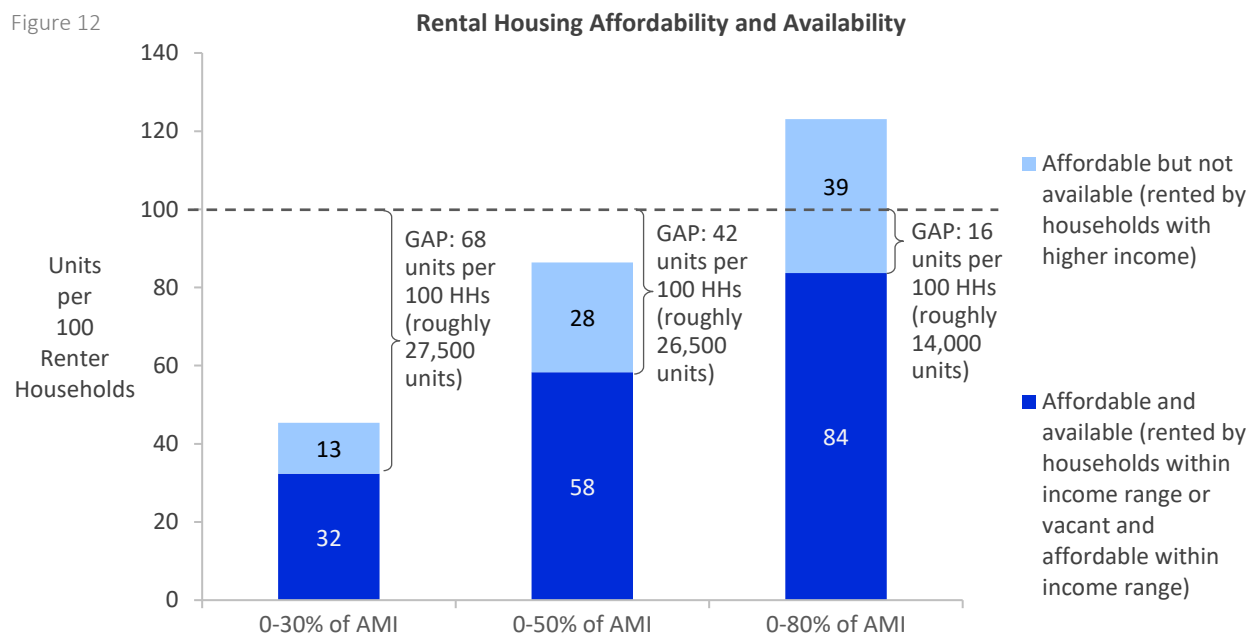
From these comparisons, we can see that there are shortages in rentals affordable at 30% of AMI and at 50% of AMI, but there *appear* to be sufficient units affordable at 80% of AMI.

We now need to adjust for the fact that some rentals affordable at each of these three low-income levels are actually occupied by households with incomes higher than these respective levels. Occupancy by higher income households renders these units *unavailable* to households within the respective lower income categories. (Unless units are income-restricted, households with higher incomes can—and often do—live in them.²⁵)

After taking this into account, we find that in reality, supplies of rentals at 30% of AMI and at 50% of AMI are extremely short and that the supply at 80% of AMI is also insufficient to meet need. As shown in Figure 12 on the following page:

- Wide gaps exist at 30% of AMI and 50% of AMI, with ratios of:
 - only 32 affordable and available rental units for every 100 renter households with incomes at or below 30% of AMI, and
 - only 58 affordable and available units for every 100 renter households with incomes at or below 50% of AMI.
- There are about 84 affordable and available rental units for every 100 renter households with incomes at or below 80% of AMI.

Figure 12



Source: 2011-2015 5-Year ACS CHAS, U.S. Census Bureau and HUD.

Notes: Source does not distinguish between subsidized and market-rate units. AMI refers to the Area Median Family Income estimated by HUD, as adjusted for household size and other factors, for the Seattle-Bellevue-Everett Metro Division. Units without complete kitchen and plumbing facilities omitted. 100 affordable and available units per 100 renter households represents balance between supply and demand.

And yet, even these statistics underestimate unmet needs for affordability.

- Although the affordability and availability methodology is widely used to model gaps between need and supply at low-income levels,²⁶ the level of aggregation in the data masks some of the extent to which need exceeds supply.²⁷
- Additionally, the data on households used in this analysis are, by Census Bureau definitions, limited to persons who are housed. Given this, the estimated shortages do not factor in housing needed by people experiencing homelessness in Seattle. The January 2020 “Count Us In” point-in-time count estimated that more than 8,000 people in Seattle are experiencing homelessness.²⁸
- The analysis also excludes displaced households and other households who want to live in Seattle but reside in surrounding areas so they can afford housing.
- Furthermore, the estimates above—which are based on 2011-2015 ACS CHAS data—capture only a portion of the extraordinary increase in rents that Seattle experienced beginning around 2012.²⁹

Recent increases in rents

The most recent data we have from the ACS, single-year data from 2018, indicate that median gross rent was roughly 35 percent higher in 2018 than it was in the five-year 2011-2015 period reflected above—and this is after adjusting for inflation.³⁰

Although more recent data available from other sources (e.g., Zillow, Apartment List, and CoStar) suggest that rent increases have moderated or stalled, the cumulative run-up in rents has placed more housing outside the reach of low- and moderate-income renters. While we lack data on the number of households displaced by rent increases, it is clear that rent increases have made it untenable for many households to continue renting in Seattle.

What the Data Show in Seattle's Neighborhoods

The Figure 13 map shows the shares of renter-occupied housing units in each census tract that are affordable with a low household income (i.e., an income at or below 80% of AMI). The three deepest shades of blue indicate where the proportion of rentals affordable to low-income households is higher than in the city as a whole.

As seen in the preceding “affordability and availability” analysis, a seemingly sufficient supply of rentals affordable at 80% of AMI can in fact represent a shortage because affordable market-rate rentals may be occupied by higher income households. ***The neighborhood-level estimates shown in the map do not account for unavailability due to occupancy by higher-income households.***

- In general, the share of rentals affordable to low-income households is higher in RSE priority areas than elsewhere in the city. Affordable proportions are highest in Southeast Seattle; some West Seattle neighborhoods including High Point and South Park; and in some north-end neighborhoods. These communities are likely to face increased risk of economic displacement as rents increase.
- In general, low-income renters face the greatest difficulty finding units they can afford in areas outside of RSE priority areas.
- However, some RSE priority census tracts have lower than average proportions of units affordable at or below 80% of AMI. Several of these tracts are in gentrifying areas in and around Seattle's previously majority-Black Central Area, where the number of Black residents has been shrinking for decades. High rents in and around the Central Area signal continuing displacement pressures.

How We Measure the Affordability and Availability of Rental Housing

We measure the affordability of rental units based on the income a household needs to afford gross rent (i.e., rent plus basic utilities). We consider a rental unit affordable at a given income level if gross rent is no more than 30 percent of the corresponding income limit.³¹

We also look at whether there are enough rental units *affordable and available* to households at income thresholds of 30% of AMI, 50% of AMI, and 80% of AMI. Units affordable at each income level are also *available* at that level if they are vacant or occupied by a household with an income less than or equal to that threshold.³² The endnotes include a detailed description of how we calculate shortages of affordable and available rentals confronting households and how these shortages shrink as the analysis goes up the income scale.³³ For reference, a table in the endnotes shows official HUD AMI-based income limits and corresponding affordable rents.³⁴

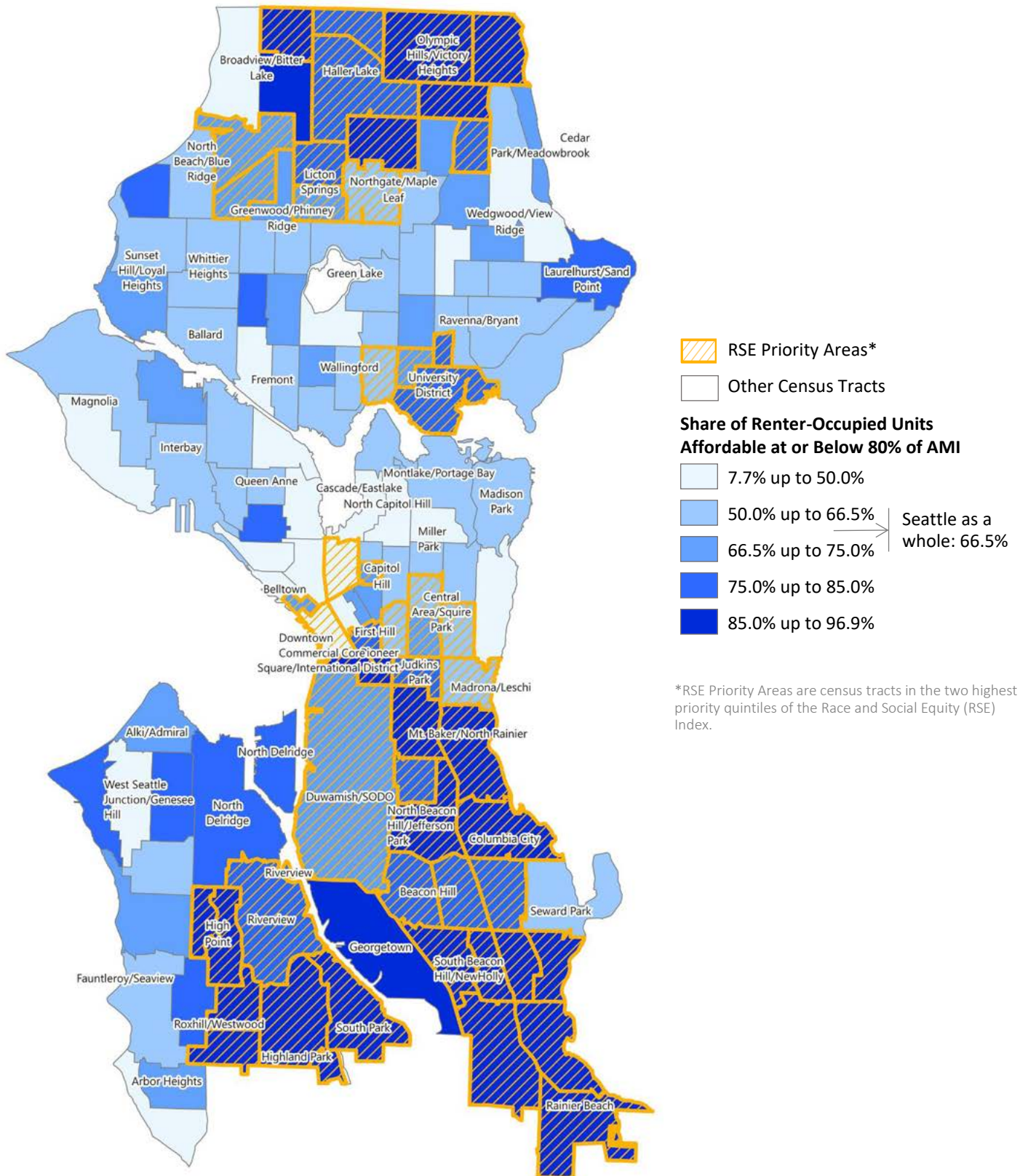
These analyses use the CHAS tabulation of five-year ACS data collected from 2011 to 2015. ACS data do not distinguish between rent- and income- restricted units and market-rate units; the units affordable at specified income levels may be of either type. Like the indicator on housing cost burdens, the affordability and availability indicator taps data on housing costs and incomes that the ACS collects from households, which—according to the Census Bureau's definitions—are comprised of persons occupying housing units.³⁵

Additional Considerations

While the estimates presented for affordable and available units exclude units that lack complete kitchens or have incomplete plumbing; these estimates do not account for other aspects related to housing quality or safety. Several of the residents we spoke with during outreach described health hazards including mold in the limited supply of affordable market-rate apartments in their neighborhoods.

Figure 13

Rental Housing Affordability



Sources: ACS 2011-2015 5-Year CHAS estimates, U.S. Census Bureau and HUD. RSE Index, City of Seattle Office of Planning & Community Development.

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level. Map reflects renter-occupied units with complete kitchen and plumbing facilities.

Family-Size Rental Housing

Key Findings

- Less than half of all renter-occupied housing in the city has two or more bedrooms.
- Two-plus bedroom units that are affordable to low-income households are uncommon, making up just 28 percent of all renter-occupied units in Seattle. Only *seven percent* of all occupied rentals are three-plus bedroom units that low-income households can afford.
- Issues with the availability of family-size housing are compounded because units big enough for large households are commonly occupied by smaller households.

Why This Matters

A wide range of outcomes in adulthood are affected by the neighborhoods in which people lived when they were children.³⁶ The availability of housing that is affordable and suitably sized for families is an important factor influencing where children live. Multi-bedroom housing also enables individuals to share housing so that they can live more affordably.

Affordable multi-bedroom housing, in the form of rentals as well as ownership housing, is necessary to ensure that families of a variety of economic means can live in Seattle and is a key racial equity consideration. Families of color and immigrant households tend to be larger and contain more generations than other families.³⁷

In Seattle, ACS estimates show that roughly 31% of the households of color and 35% of immigrant households contain two or more generations; this compares to 22% for White households.

Many of the community leaders and residents we spoke with noted the need for more affordable family-sized units, with several conversations emphasizing unmet need for units big enough for large families. Underlining the need for affordable family-size housing, is the fact that one public school student in twenty is experiencing homelessness or is unstably housed.³⁸

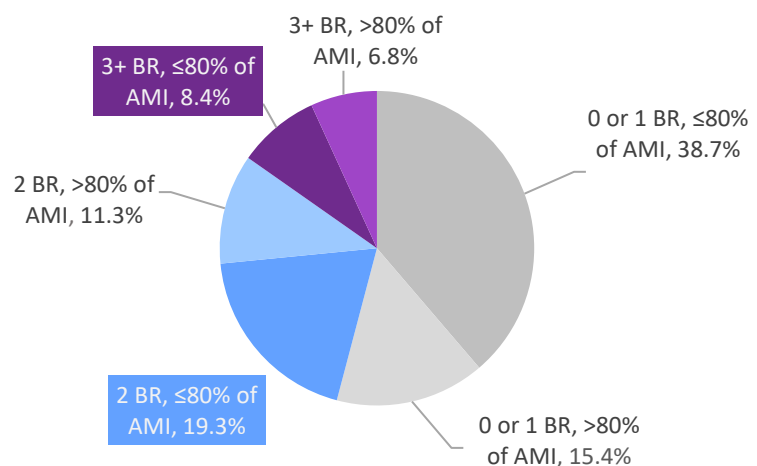
What the Data Show in Seattle as a Whole

The accompanying pie chart (Figure 14) shows the distribution of renter-occupied housing units in Seattle by unit size, with each size segmented into units that are affordable with a low-income and those that are not. Both multifamily and single-family rentals are included.

- Dwellings with two or more bedrooms make up less than half of the total renter-occupied housing in Seattle. Most multi-bedroom rentals have two bedrooms (represented by blue), with relatively few contain three or more bedrooms (represented by purple).

Figure 14

Renter-Occupied Housing By Unit Size and Affordability Level
As a Share of All Renter-Occupied Housing Units



Source: 2011-2015 5-Year ACS CHAS, U.S. Census Bureau and HUD.

Notes: AMI refers to the Area Median Family Income calculated by HUD (with adjustments for household size and other factors) for the Seattle-Bellevue-Everett Metro Division.

- Multi-bedroom units affordable with incomes at or below 80% of AMI make up 28 percent of renter occupied units in the city. Only 7 percent of all renter-occupied units are 3-plus bedroom units affordable at this income level.
- Multi-bedroom units affordable at lower income levels are rarer still. While not detailed in the chart, multi-bedroom units affordable at or below 50% of AMI comprise only 13 percent of the renter-occupied units in Seattle; dwellings with 3 or more bedrooms affordable at this very low-income level make up just four percent of the rental units.

The data shown are from the 2011-2015 ACS CHAS dataset. Housing challenges faced by low-income families have continued to grow since these data were collected. Rents have increased. As noted in the analysis for the previous indicator, single-year data from ACS shows that, after adjusting for inflation, median gross rent was roughly 35 percent higher in 2018 than in the five-year 2011-2015 period.

In addition, the mix of rentals in Seattle has been shifting toward smaller units as the post-recession boom in construction has added studio apartments at a much more rapid pace than multi-bedroom units.³⁹

Furthermore, as described for the previous indicator, affordability does not equal availability; units supplied by the market at rents that low-income households can afford are often occupied by higher income households. With family-size housing, availability issues are compounded in that the units big enough for large households are commonly occupied by smaller households.

How We Measure the Affordability of Family-Size Rental Housing

This indicator focuses on multi-bedroom units based on the observation that families other than couples generally prefer to live in housing with more than one bedroom, and based on research showing that living in a home with sufficient space is important for children's wellbeing.^{40, 41} We also look at housing with three or more bedrooms given these units' importance for accommodating large families.

The basic methodology, assumptions, and data sources that we use to measure the affordability of family size housing are the same as those described for the previous indicator on rental housing affordability.

Rent- and Income-Restricted Housing

Key Findings

- There are roughly 33,400 rent- and income-restricted housing units located throughout Seattle. The current supply of rent- and income-restricted housing in the city has been built under a variety of programs.
- About 19,800 of these rent- and income-restricted units were created through City housing affordability programs. Seven in ten of these 19,800 units serve households with incomes at or below 60% of AMI.
- Of the rent- and -income restricted units located in Seattle:
 - Approximately two-thirds are in Racial and Social Equity (RSE) priority areas.
 - Over 80 percent are in urban centers and urban villages, providing convenient access to jobs and essential services, including frequent transit.

Definition: Rent- and income-restricted housing refers to units with limits on both the rents that may be charged and the incomes of households eligible to live there.

(Market-rate housing rented by low-income households using tenant-based vouchers are not included in this definition.)

Why This Matters

Rent- and income-restricted housing serves individuals and families who are unable to find affordable housing in the for-profit market, providing access for low-income households to Seattle's employment and educational opportunities, transportation, social and cultural services, and parks and open space. Those served include low-income families, low-wage workers, seniors, people with disabilities, and people who have experienced homelessness.

People of color are disproportionately likely to have low incomes and to experience housing cost burdens, displacement, and homelessness. Affordable housing investments serving low income households are critical for reducing these disparities and for providing fair access to housing opportunities.

Housing units with long-term affordability requirements provide critically needed housing stability for low-income households in gentrifying neighborhoods. Creating affordable housing in high opportunity neighborhoods is also important for advancing racial equity. Living in a high opportunity neighborhood can offer low-income families a path out of poverty for their children, as shown by economist Raj Chetty and other researchers.⁴²

What the Data Show in Seattle as a Whole

Non-profit and for-profit entities and public housing agencies develop, own, and manage Seattle's rent- and income-restricted affordable housing using a variety of funding sources.

Rent- and Income-Restricted Units In-Service Citywide

Of the approximately 33,400 rent- and income-restricted housing units in the city:

- About 19,800 are units with affordability regulated through agreements between the property owners and the City.
- Another roughly 13,600 are either owned by the Seattle Housing Authority (without City involvement) or have affordability requirements regulated solely by non-City agencies.

Rent- and Income-Restricted Units in City Affordable Housing Programs

Data provided by City’s Office of Housing (OH), shown in Figure 15, categorize the 19,800 rent- and income-restricted units under the City’s purview into 1) units constructed or preserved through City funding programs and 2) units without City funding created through other City programs including Multifamily Tax Exemption (MFTE), Mandatory Housing Affordability, and Incentive Zoning programs.

City-Funded Units

About three-quarters of the rental units with City regulatory agreements are permanently affordable housing units subsidized by OH,⁴³ largely with funding from the voter-approved Seattle Housing Levy. Additional City sources include federal grants and “in-lieu” payments collected from developers participating in certain incentive programs.⁴⁴

Funding from OH for the development of affordable housing is available to non-profit and for-profit entities on a competitive basis. Funding is usually in the form of low-interest, deferred-payment loans with regulatory agreements that ensure affordability for 50 years or more.

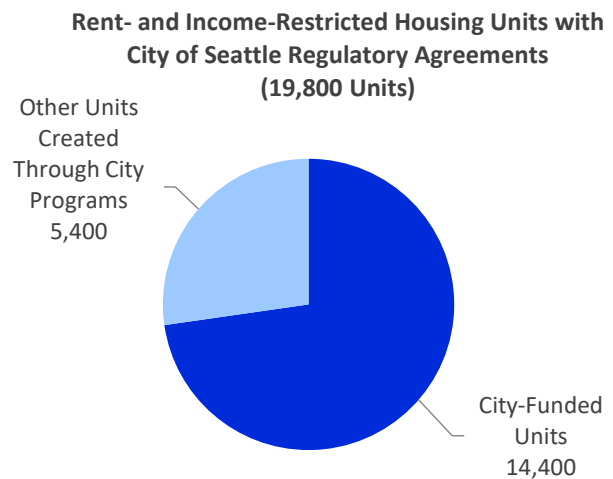
City-funded rent- and income-restricted units serve households with low incomes (i.e., incomes at or below 80% of AMI). Almost all (97%) of rental units with funding from the City are dedicated to households with incomes at or below 60% of AMI. Roughly half of City-funded rentals are reserved for households with incomes no higher than 30% of AMI. (Table 2 gives examples of household income limits and associated rent limits.⁴⁵)

Other Units with City Rent- and Income Restrictions

The other roughly 5,400 rent- and income-restricted units with City regulatory agreements have largely been built through City incentive programs—Incentive Zoning (IZ), Multifamily Tax Exemption (MFTE), and Mandatory Housing Affordability (MHA).

MFTE units, which have affordability terms of up to 12 years, currently comprise more than 90 percent of the 5,400-unit total.

Figure 15



Source: City of Seattle, Office of Housing.

Notes: Units in service as of March 31, 2020 with an incentive-related or funding-related affordable housing agreement between the property owner and the City. Numbers rounded to nearest hundred.

Table 2

Example Income and Rent Limits City-Funded Units				
% of Area Median Income (AMI)	Example Household Sizes	Household Income Limit	Unit Size	Monthly Rent Limit (including utilities)
30% of AMI (Extremely Low Income)	1 person	\$23,250	Studio	\$581
	3 people	\$29,900	2 Bedrooms	\$747
50% of AMI (Very Low Income)	1 person	\$38,750	Studio	\$968
	3 people	\$49,800	2 Bedrooms	\$1,245
60% of AMI	1 person	\$46,500	Studio	\$1,162
	3 people	\$59,800	2 Bedrooms	\$1,495
80% of AMI (Low Income)	1 person	\$61,800	Studio	\$1,545
	3 people	\$79,450	2 Bedrooms	\$1,986

Notes: Rent limits include the cost of basic utilities with rent maximums equal to 30% of the household income limits.

The income and rent limits shown are those that OH uses for City-funded units in its Rental Housing Program. These are based on HUD’s 2019 Income Limits.

The AMI-based income and rent limits that OH uses to administer affordable housing programs are based on HUD’s calculation of Area Median Family Income and/or HUD’s published Income Limits. Specific [income and rent limits](#) vary by program.

(As of August 2020, due to the pandemic, 2019 income and rent limits are still in effect for City of Seattle affordable housing programs.)

Legislation expanding MHA requirements to commercial and multifamily development citywide was adopted in April of 2019. As OH notes in its [2019 annual report on IZ and MHA](#), contributions to affordable housing from the expansion of the MHA program will take time to materialize.

Characteristics of Rental Units in City Affordable Housing Programs

Table 2 summarizes selected characteristics of existing rent- and income-restricted units in the City's affordable housing programs.

Household income levels served

In total, almost all (96%) of the rent- and income-restricted units under City programs serve households with incomes at or below 80% of AMI, with 71% of the total dedicated to households with incomes no higher than 60% of AMI.

- The distribution of income levels served varies markedly between programs; units created with City funding are devoted almost entirely to households with incomes no higher than 60% of AMI as previously described.
- Other rent- and income-restricted units created through City programs mainly serve households with incomes in the >60% to ≤80% of AMI range. The distribution of income levels served by these units largely reflects that of the MFTE program since MFTE units comprise the large majority of these units.

Table 3

Income Limits and Size of Units in Rent- and Income-Restricted Housing City Affordable Housing Programs			
	City Funded Units: % of Total	Other Units with City Rent- and Income- Restrictions: % of Total	% of Total Units in City Affordable Housing Programs
Maximum household income level:			
At or below 30% of AMI	49.1%	0.0%	35.7%
> 30% to ≤ 60% of AMI	48.3%	1.6%	35.6%
> 60% to ≤ 80% of AMI	2.6%	85.2%	25.1%
> 80% to ≤ 90% of AMI	0.0%	13.2%	3.6%
Types and sizes of units:			
Unit in shared living facilities	11.3%	1.4%	8.7%
Studio or Small Efficiency Dwelling Unit	34.0%	33.7%	33.9%
1 bedroom	30.4%	50.9%	35.9%
2 bedrooms	16.6%	13.7%	15.8%
3 or more bedrooms	7.7%	0.3%	5.7%
Source: City of Seattle, Office of Housing. Notes: Units in service as of March 31, 2020.			

Unit sizes and types

Roughly 70 percent of the total rent- and-income restricted units in City affordable housing programs are studios, small efficiency dwelling units, and 1-bedroom units. About 22 percent have two or more bedrooms.

Units with two or more bedrooms are more common in City-funded rental housing than in units created through other City affordable housing programs, with three-bedroom units extremely rare in the latter.

Eleven percent of the rent-and income-restricted units funded by the City are in shared living facilities and include single room occupancy (SRO) units, beds in community-based group homes, and sleeping rooms in congregate residences. Among the populations served in shared living facilities are persons with physical disabilities and chronic health problems such as addiction and/or mental health conditions.

What the Data Show in Seattle's Neighborhoods

The map in Figure 16 shows the locations of rent- and income-restricted units in Seattle as of the end of 2018. This mix of locations is consistent with the City's location priorities for housing investments.⁴⁶

- Approximately two-thirds (68%) of all rent- and income-restricted housing in Seattle is in RSE priority areas. Many of these tracts have seen extensive displacement in recent decades, and many continue to be areas of high displacement risk. The location of rent- and income-restricted housing in these areas reflects ongoing investment in long-term affordable housing as an anti-displacement strategy.
- About one-third of all rent- and income-restricted housing is outside RSE priority areas. Much of this housing is in high-opportunity neighborhoods where market-rate housing is largely unaffordable to low-income households.

As the [City's Urban Village Indicators Monitoring Report](#) details, over 80 percent of the rent- and income-restricted housing in Seattle is in urban centers and villages. These neighborhoods provide frequent transit, access to workplaces and educational institutions, offer proximity to other services and amenities, and have zoning allowing multifamily housing—all of which are important considerations for locating housing serving low-income individuals and families.⁴⁷

Housing investments throughout Seattle—"Seattle housing policies direct investments to neighborhoods where low-income residents, including many people of color, face displacement due to rising rents and gentrification. This affordable housing helps sustain cultural communities and enables residents to stay in their neighborhood as transit and other improvements are made. Seattle housing policies also direct investments to higher cost areas where many opportunities are available, including schools, transportation, and amenities..."

- [OH Annual Investments Report 2019](#)

Homeownership opportunities for low-income households—OH funds affordable ownership units as well as affordable rental housing. OH has funded the development of approximately 200 resale-restricted affordable ownership homes in Seattle for households with incomes no higher than 80 percent of AMI.

Resales of these units are restricted to low-income buyers so that ongoing affordability is ensured for at least 50 years.

How We Measure Rent- and Income-Restricted Housing

This indicator provides an overall count of rent- and income-restricted housing units in Seattle based on information provided by OH.⁴⁸ This includes data on rent and income-restricted units created through the City's affordable housing programs as well as an estimate of units for which rent- and income-restricted units are solely regulated by non-City agencies.⁴⁹

The citywide estimate of rent- and income-restricted housing units that we report is comprised of tallies taken at two different points in time.

- The 19,800-unit tally of rent- and income-restricted units created through City affordable housing programs reflects units in service as of March 31, 2020.
- The 13,600-unit tally of rent- and income-restricted housing located in Seattle but not restricted by City agreements is based on information OH collected from other entities in 2018. OH periodically requests such data from the Seattle Housing Authority (SHA), Washington State Housing Finance Commission, and the U.S. Department of Housing & Urban Development.⁵⁰

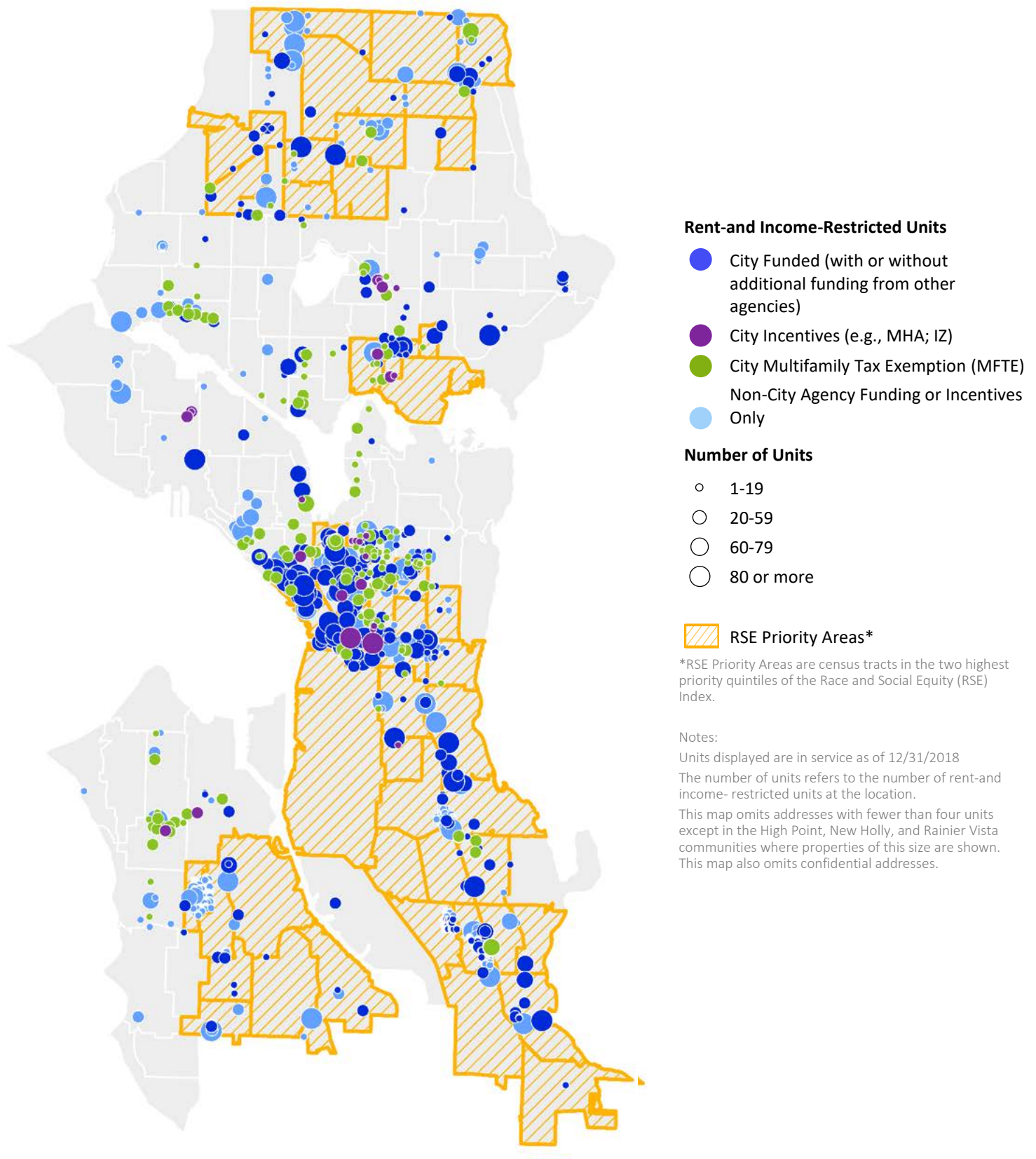
For additional information on production and investment in income-restricted affordable housing in Seattle, [see OH's Data and Reports](#) webpage and the City's "[Affordable Housing Under Development](#)" dashboard.

The map in Figure 16 illustrates the distribution of rent- and income-restricted units located in Seattle, including both those in City affordable housing programs and other programs. The map is based on data received from OH representing units in service as of the end of 2018. The map does not show all units that exist at this time as there were roughly 3,000 fewer income- and rent-restricted units in service in City affordability programs in 2018.

This indicator does not consider tenant-based vouchers, a form of housing assistance funded by HUD and administered locally by public housing authorities to increase affordable housing options for low-income renters. Tenant-based vouchers provided by SHA help approximately 7,000 households to pay rent in market-rate units, or somewhat less commonly, in rent- and income-restricted units. (Close to 2,000 of the total 7,000 tenant-based vouchers that SHA administers are "ported out," i.e., used to rent a unit outside of Seattle.⁵¹)

Figure 16

Location of Rent- and Income-Restricted Units



Source: City of Seattle Office of Housing



Community

The indicators we are tracking:

- Proximity to Community Centers
- Access to Public Libraries
- Proximity to Grocery Stores
- Access to Parks and Open Space (indicator under construction)
- Air Pollution Exposure Risk

Proximity to Community Centers

Key Findings

- Almost all (98%) of the housing units in Seattle have a community center within two miles, and more than half (55%) have such a center within a mile.
- Approximately 16 percent of homes have a community center within a conveniently short half-mile walk.
- In general, housing in Race and Social Equity (RSE) priority areas is slightly more likely to have a community center nearby than housing units in areas with the lowest priority scores on the RSE index.
- Given the high rates of use of community centers by residents of color, community centers are especially important for RSE priority areas.

Why This Matters

When we asked community members about what is important to have in a neighborhood, they frequently mentioned community centers.

Community centers provide low-cost fitness, recreation, and learning opportunities. They are also places where residents can connect with each other. By tailoring programs to the demographics of surrounding residents and offering space that groups can reserve for gatherings, community centers also help support ethnic communities. These spaces can, for example, provide inexpensive venues for practicing and sharing forms of expression such as dance that are central to cultural identity.

Many of Seattle's community centers provide children's programs and facilities where youth can drop in and hang out for free after school. Community members frequently spoke of the role that community centers play in keeping youth safe and engaged.

Residents of color use community centers more than White residents do (see sidebar), which indicates that these facilities are especially important for communities of color.

Survey results show that community centers are used more by residents of color: 18% of respondents of color, compared to 8% of White respondents, said they visited a community center on a weekly basis.

— [2014 Parks Legacy Plan](#) survey

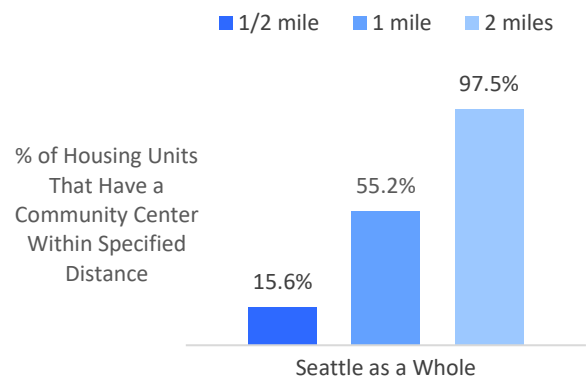
What the Data Show in Seattle as a Whole

Seattle Parks and Recreation (SPR) operates more than two dozen [community centers](#) offering a variety of recreation facilities and experiences. As shown in Figure 17:

- Almost all (98%) of the housing units in the city are located within two miles of a city-operated community center.
- Fifty-five percent of the housing units in the city are within one mile of a community center.
- Sixteen percent of the housing units in Seattle have a community center within a half mile, which makes it especially convenient to get to a community center, including by foot.

Figure 17

Proximity to Community Centers



Sources: Seattle Parks & Recreation (SPR); watershed-based proximity analysis by City of Seattle Office of Planning & Community Development (OPCD) using street network from King County GIS and housing units from King County parcel database; RSE Index, OPCD.

Notes: Reflects City-operated community centers.

What the Data Show in Seattle's Neighborhoods

City-operated community centers are shown by dots on the following map (Figure 19), with half-mile, one-mile, and two-mile walksheds represented by varying shades of blue.

- Community centers are distributed throughout much of Seattle.
- Although homes in several areas lack a community center within the immediate neighborhood, virtually all have a community center accessible within two miles.
- There are only a few residential areas in the city that lack a community center within two miles; these areas include parts of Fremont and Wallingford, Madison Park, and Fauntleroy/Arbor Heights.

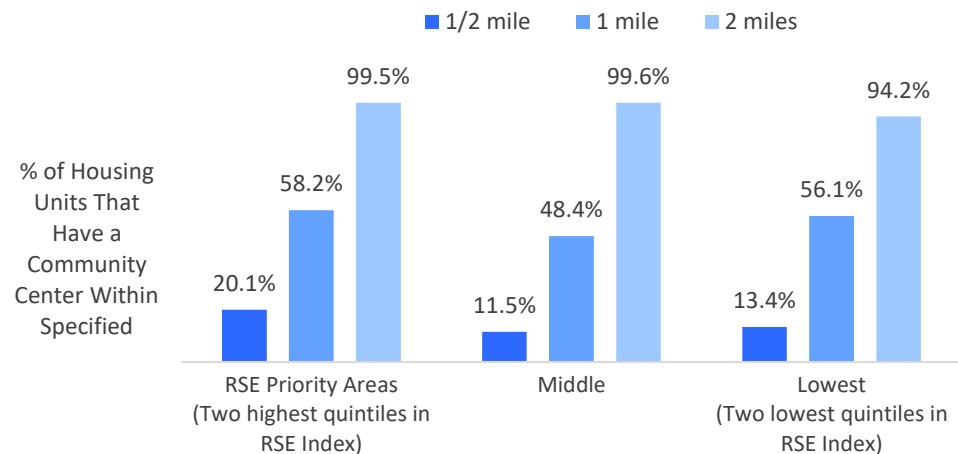
Housing within RSE priority areas is somewhat more likely than housing elsewhere in the city to have a community center nearby. Within RSE priority areas:

- one in five housing units are within a half-mile of a city-operated community center,
- about six in ten housing units are within one mile of such a center, and
- nearly all housing units are within two miles.

The adjacent chart (Figure 18) summarizes how RSE priority areas are doing on these proximity metrics relative to areas scoring in the middle and lowest ranges of the RSE Index.

Figure 18

Community Centers and the Racial & Social Equity (RSE) Index



Sources: SPR; walkshed-based analysis by OPCD using street network from King County GIS and housing from King County parcel database; RSE Index, OPCD.

Notes: Reflects City-operated community centers.

About the three RSE Index priority levels in the chart—As detailed in the report Introduction and Methods, the RSE Index incorporates information on race and ethnicity; socioeconomic disadvantage; and disability and health-related disadvantage. Based on this information, the index ranks the census tracts and groups them into five levels of priority/disadvantage. (We call these levels “quintiles” since each of the levels in the index includes a near-equal numbers of census tracts.)

The RSE priority areas are made up of the two highest priority/disadvantage quintiles in the RSE Index. The “lowest” RSE category in the charts like those in Figure 18 includes the two lowest priority/disadvantage quintiles in the RSE Index. While the RSE priority areas are overlaid on each indicator map, the reference map provided in Figure 2 in the Introduction and Methods section shows RSE Index priority levels for all census tracts in the city.

How We Measure Proximity to Community Centers

For this indicator, we identify the location of each City-owned and operated community center that is open year-round. (For purposes of this report, we also included one special purpose facility, the Southwest Teen Life Center.⁵²)

This indicator, and other proximity-based indicators in this report, employ a walkshed approach. For community centers, the analysis involves identifying whether each housing unit in the city has one or more of these centers within three different distances (½ mile, 1 mile and 2 miles). We use street network data available from King County's Geographic Information System to measure distance along the portions of streets that people can walk along.⁵³ We then tabulate the share of housing units within the applicable walksheds using housing locations from the King County Department of Assessments' parcel database.

While we describe distances in terms of "walksheds," they can also be thought of as travel-sheds for other modes of travel including car and bicycle, in which case distances of 1 and 2 miles can also make for conveniently quick trips.

This analysis provides a basic picture of the proximity of community centers to homes across the city rather than any specific level of service standard. The City's 2017 Parks and Open Space Plan notes that a possible target goal could be that every household in Seattle should be within 1-2 miles of a community center.

For details on how Seattle Parks & Recreation identifies equitable service guidelines and priorities, see pages 81-82 of the [2017 Parks and Open Space Plan](#) and page 44-45 of the [2016 Community Center Strategic Plan](#).

Additional Considerations

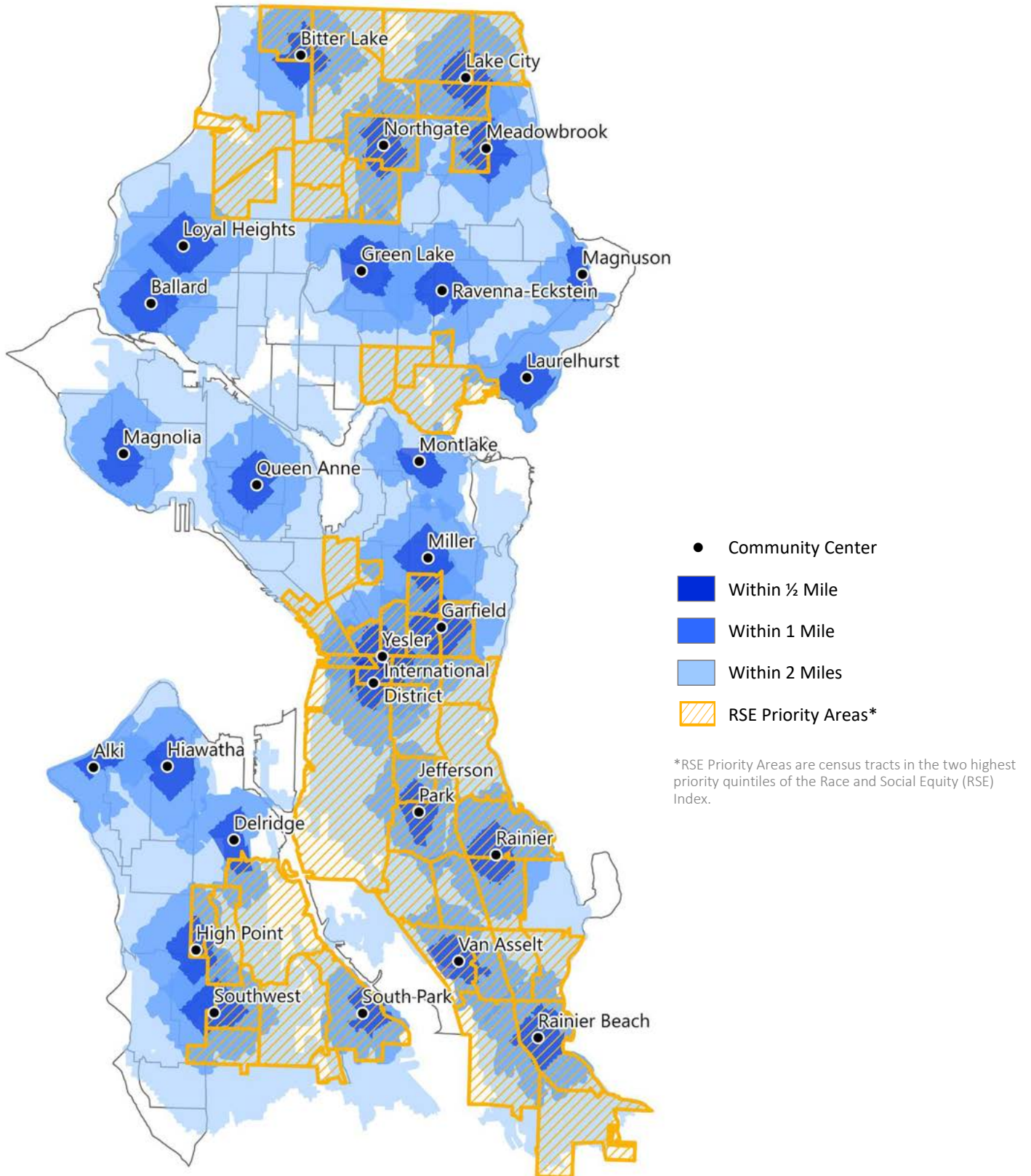
There are several aspects we did not measure: 1) transit access, 2) specific features of programming at community centers, and 3) access to non-City operated community centers.

- Given the important role transit plays in enabling people in low-income communities to get places, future monitoring reports may include analysis focused on transit-sheds in addition to walksheds.
- Physical proximity is one of many equity-related factors to consider regarding community facilities. As heard from community members, factors related to programming—including hours, affordability, and cultural relevance—are also key factors to take into account in order to respond equitably to community needs.
- While City-operated community centers play an important role in supporting cultural communities, centers run by ethnic associations such as [Filipino Community of Seattle and the Ethiopian Community in Seattle](#) are uniquely attuned to the needs of their communities.

The Equitable Development Initiative Fund administered by OPCD is investing in and providing capacity-building support for community-based efforts to build and provide stability for these kinds of community centers. For example, this includes providing technical assistance and capacity-building, plus predevelopment and site acquisition support for the creation of the [Othello Square Opportunity Center](#) to provide affordable space near the Othello light rail station for a Multicultural Community Center. The Center is being planned jointly by multiple organizations so these organizations will be able to more easily serve immigrants, refugees, and communities of color in Southeast Seattle. These organizations include the Eritrean Association of Greater Seattle, the Eritrean Community in Seattle and Vicinity, the Horn of Africa, and Somali Community Services of Seattle.⁵⁴

Figure 19

Proximity to Community Centers



Sources: Seattle Parks & Recreation; watershed-based proximity analysis by City of Seattle Office of Planning & Community Development (OPCD); RSE Index, OPCD.

Notes: Map reflects City-operated community centers that are open year-round and the Southwest Teen Center.

Access to Public Libraries

Key Findings

- Nearly all housing units in the city have a library within two miles, and two thirds have a library within a mile. One in four are within a conveniently short half-mile walk.
- While Race and Social Equity (RSE) priority areas are slightly more likely than homes within other areas to have a library nearby; residents in RSE priority areas are less likely to be active borrowers than other city residents.

Why This Matters

Libraries have long been at the forefront of providing inclusive access to information. In addition to their traditional functions such as lending out books, libraries are playing an increasing variety of roles. Libraries provide access to new information technologies,⁵⁵ help residents find services needed in everyday life, and provide a variety of other educational, cultural, and community-building functions.

Like community centers, libraries also provide spaces for community meetings and events. Other types of assistance offered at libraries include tutoring, help with English language-learning, and resources for people wanting to start a business.

When we asked community members about what is important to have in a neighborhood, they frequently mentioned libraries. In particular, people spoke of free homework help and children’s story times, job search assistance, and access to the internet.

What the Data Show in Seattle as a Whole

We are monitoring two indicators of access to libraries: one focusing on physical proximity to people’s homes and one measuring active borrower rates among residents.

Proximity to Libraries

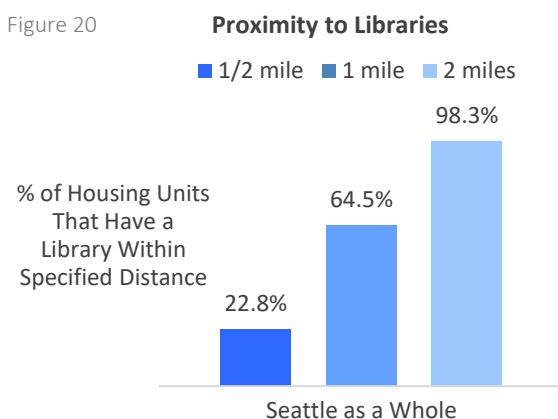
The Seattle Public Library (SPL) system includes the Central Library in downtown plus twenty-six neighborhood branches. As shown in Figure 20:

- Almost all (98%) of the homes in the city are located within two miles of a public library.
- Two thirds of homes in the city are within one mile of a public library.
- Twenty-three percent of the housing units in Seattle have a public library within a half mile, making it especially convenient for residents to get to a library and access the on-site benefits they provide.

Active Borrower Rate

Using data provided by SPL, we calculated an “active borrower rate” to provide a rough indication of the share of residents in Seattle checking out materials from the library and how this varies between neighborhoods. We decided to include this indicator after hearing from SPL staff about the disproportionately low borrowing activity they were finding among patrons of branches in less affluent neighborhoods.

Figure 20



Sources: Seattle Public Library (SPL); walkshed-based proximity analysis by City of Seattle Office of Planning & Community Development (OPCD) using street network from King County GIS and housing units from King County parcel database.

Notes: Reflects locations of SPL Central Library and branch libraries.

The number of library cardholders with Seattle addresses who checked out books or other materials in the past three years is roughly 35 percent of the size of Seattle’s household population.⁵⁶

What the Data Show in Seattle’s Neighborhoods

Proximity to Libraries

Seattle Public Libraries are distributed across Seattle (as shown in the Figure 23 map), with virtually all residential areas served by a library within two miles (as summarized in the adjacent Figure 21).

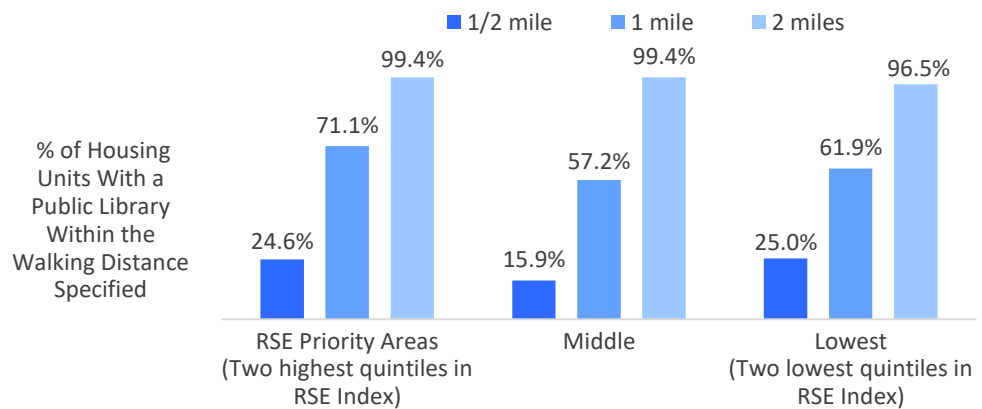
Neighborhoods where a public library is more than a mile away—but generally within two-miles—include parts of north Seattle (e.g., Meadowbrook, Sandpoint, and North Beach/Blue Ridge); as well as some of the neighborhoods in south Seattle (including Georgetown and Highland Park).

Within RSE priority areas, one in four housing units are within a half-mile of a public library, seven in ten housing units are within one mile of such a library, and nearly all are within two miles.

Broadly speaking, households within RSE priority areas are a bit more likely than other Seattle households to have a public library nearby.

Figure 21

Libraries and the Race & Social Equity (RSE) Index



Sources: SPL; walkshed analysis by OPCD; RSE Index, OPCD.

Notes: Reflects locations of SPL Central Library and branch libraries.

Active Borrower Rate

The inset map (Figure 24) presented along with the larger map shows active borrower rates at the census tract level.

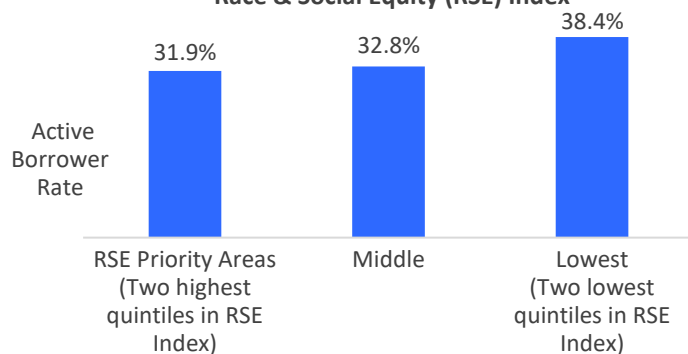
As summarized in Figure 22, RSE priority areas have an active borrower rate of 32 percent, which is 6 percentage points below the rate in the areas in the lowest priority/disadvantage levels in the RSE Index.

Furthermore, most census tracts with the lowest active borrower rates are within RSE priority areas while the reverse is true of tracts with the highest active borrower rates.⁵⁷

To improve access, SPL has eliminated charges for overdue materials and cleared overdue fine balances. The decision to take these actions was based on research showing that fines are an ineffective incentive for timely return of materials and a barrier that disproportionately impacts low-opportunity communities.⁵⁸ SPL will be closely monitoring rates of borrowing to see if higher-need communities begin to use these services more, as is anticipated.

Figure 22

SPL Active Borrower Rate and the Race & Social Equity (RSE) Index



Sources: SPL tallies of active library users and Washington State Office of Financial Management Small Area Demographic Estimates.

Notes: Rate equals number of cardholders who checked out materials in the past three years divided by 2018 household population. Limited to cardholders whose address could be matched to Seattle census tracts.

How We Measure Access to Libraries

Proximity to Libraries

For this indicator, we identify the location of libraries in the Seattle Public Library system, including the Central Library and each of SPL's neighborhood branches.

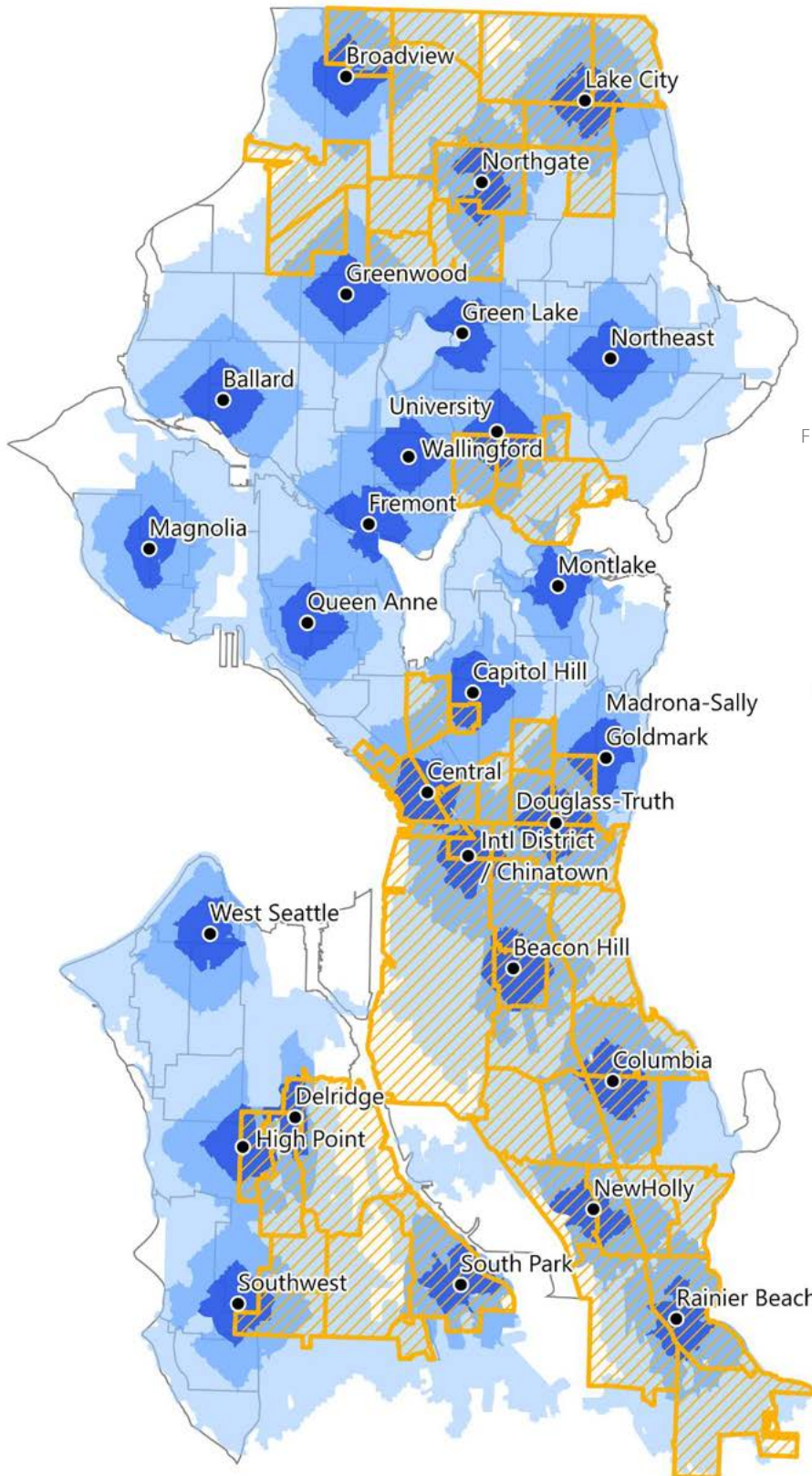
We identify whether each housing unit in the city has one or more libraries within three different distances (½ mile, 1 mile and 2 miles) employing the same walkshed-based approach we use for the previous indicator on community centers. (We measure distance along walkable portions of the street network and use housing locations from the King County's parcel database to tabulate the percentage of housing units within the walksheds surrounding each library.)

Active Borrower Rate

To calculate an active borrower rate for each census tract, we divide the number of SPL cardholders who checked out materials in the past three years by the household population. SPL provided tallies of active borrowers by census tract for cardholders whose address could be matched to Seattle census tracts.⁵⁹

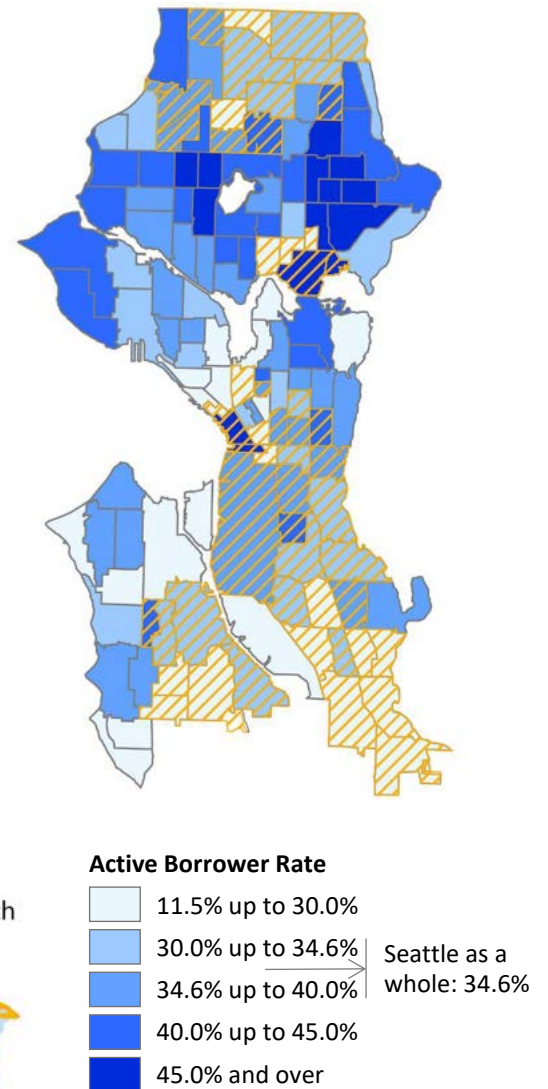
Figure 23

Proximity to Libraries



*RSE Priority Areas are census tracts in the two highest priority quintiles of the Race and Social Equity (RSE) Index.

Figure 24 Active Borrower Rate



Sources: Seattle Public Library (SPL); RSE Index, City of Seattle OPCD; Washington State OFM Small Area Demographic Estimates.

Notes: Larger map shows locations of the Central Library and neighborhood branches with walkshed-based proximity analysis by OPCD. Smaller map shows tract-level estimates of library card holders who checked out materials in past three years as a share of the household population.

Proximity to Grocery Stores

Key Findings

- Three out of five homes in the city are within half a mile of a grocery store that sells fresh fruits and vegetables.
- While the ratio is similar in Race and Social Equity (RSE) priority areas, populations in RSE priority areas tend to have lower incomes and fewer transportation options, which can limit access.
- Some neighborhoods within RSE priority areas do not have a grocery store within a half mile. This includes several RSE priority areas in southwest Seattle.

This indicator on grocery stores focuses on healthy food stores—stores where customers can find a variety of fresh fruits and vegetables.

For convenience, we refer to these interchangeably as “grocery stores” or “healthy food stores.”

Why This Matters

Eating a well-balanced diet has many health benefits. One aspect of the food environment that can affect people’s diet is whether people have a grocery store near home that carries healthy food.

Having a grocery store nearby can also help make day-to-day life more convenient—particularly for households without a car. Additionally, other services and retailers often cluster around grocery stores, enabling residents to take care of a wide variety of errands and other needs without traveling outside the neighborhood.

When we asked community members what is important to have in their neighborhood, a grocery store was one of the top answers we received.

What the Data Show in Seattle as a Whole

Our analysis identified one hundred and three healthy food stores in Seattle or within a half-mile of the city limits based on information on food stores provided by the University of Washington’s Urban Form Lab (UFL) and Public Health—Seattle and King County (PHSKC), supplemented by our own research.

We found that roughly 6 in 10 housing units in Seattle have one or more of these stores within a half-mile walking distance.

What the Data Show in Seattle’s Neighborhoods

The large map (Figure 26) for this indicator displays half-mile walksheds around grocery stores while the smaller map (Figure 27) shows shares of housing units within each census tract that are within half a mile of a grocery store.

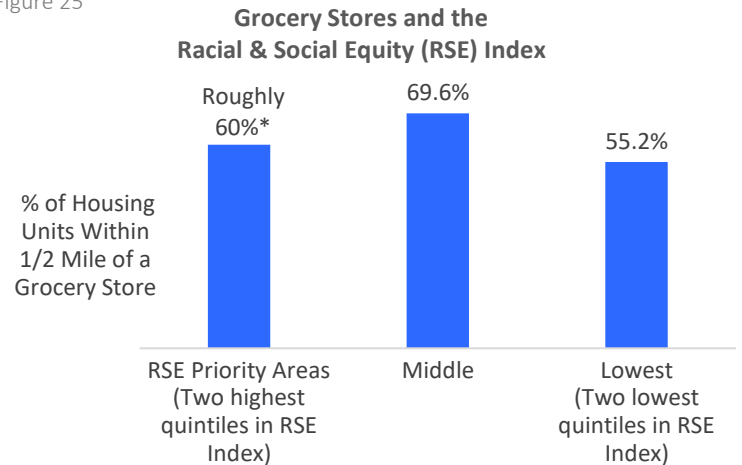
Healthy grocery stores are distributed across much of Seattle, with clusters in several neighborhoods including Downtown, Capitol Hill, and Ballard.

However, some neighborhoods lack a healthy grocery store within a half-mile.

- A large part of West Seattle lacks such a grocery store. The areas of West Seattle lacking a grocery store include South Park, Riverview, High Point, and most of Highland Park—all RSE priority areas.
- Other examples of areas without a healthy food store nearby include Georgetown, parts of Rainier Beach in Southeast Seattle, and Maple Leaf in north Seattle.
- Several predominantly single-family neighborhoods lack a grocery stores in the immediate neighborhood.⁶⁰ Most of these are relatively affluent areas where residents are very likely to have a vehicle available and can drive to a grocery store.

About six in 10 housing units in RSE priority areas are within a half-mile of a healthy food store. While similar to the ratio in the city as a whole, this ratio is still of concern given that populations in RSE priority areas tend to have lower incomes, poorer health, and fewer transportation options.

Figure 25



Sources: Food store data from PHSKC and the UW Urban Form Lab (UFL). Walkshed-based proximity analysis by City of Seattle OPCD using street network from King County GIS and housing units from King County parcel database. RSE Index, OPCD.

Notes: Reflects food stores that offer an assortment of fresh fruits and vegetables.

*See errata in text box below.

How We Measure Proximity to Grocery Stores

This indicator measures the share of housing units that have at least one healthy food store within a half-mile walk. We consider food stores to be healthy if they carry a variety of fruits and vegetables.

Our analysis is based mainly on food permit data and research done by the UFL and PHSKC to inventory and classify healthy food stores as part of larger studies.⁶¹ Informed by their research, we include as healthy: supermarkets, warehouse food stores (e.g., Costco), produce markets, and grocery stores—including ethnic groceries—identified as having a produce section. (We also took several steps to update the stores in the inventory. Upon obtaining the food store inventory and filtering it for geography, we updated the inventory in 2019 to reflect recent closures and openings and we reviewed the classification of all ethnic grocery stores.⁶²)

We use the updated inventory to map each food store considered to be healthy and located in Seattle or within a half mile of Seattle's city limits. We determine whether each housing unit in the city has one or more of these stores within a half-mile measured along portions of the street network where a person can walk.

Errata and updates: The map analysis for this indicator is based on our 2019 inventory of healthy grocery stores. As we were preparing to release this report, we discovered that the Columbia Center PCC Community Markets store, which opened in 2015, was erroneously omitted. The Columbia Center PCC is located in an RSE priority area census tract where we did not find other grocery stores. Including this store in our analysis would have increased the percentage of RSE priority area homes by roughly one percentage point. While important to note, this omission would not have substantially altered our broader conclusions.

Grocery stores are part of an often-changing retail landscape. For example, a new PCC in the Central District opened in summer of 2020 (after we completed our analysis). The [Central District PCC store opening](#) is described in a PCC news release.

Additional Considerations

Proximity of grocery stores to people's homes represents one dimension of food access. There are many important factors that we did not measure, including the affordability and cultural relevance of the food being sold, as well as accessibility via other modes of travel.

During outreach we heard that many people in low-income communities shop outside their neighborhood for lower prices and better selection. Residents and stakeholders also emphasized the need for more stores that sell foods that are relevant to their culture and/or acceptable in their religion, and a number of people mentioned traveling long distances to buy such foods.

In a similar vein, public health research on access to healthy food has evolved from focusing on physical proximity to including the affordability and cultural acceptability of the food being sold and the means of transportation people have available to make shopping trips.⁶³

We will explore integrating additional aspects of food access in future monitoring. This could include looking at travel times via additional travel modes or community participatory research to reflect what residents consider to be healthy, culturally relevant, and affordable food.

Figure 26

Proximity to Grocery Stores

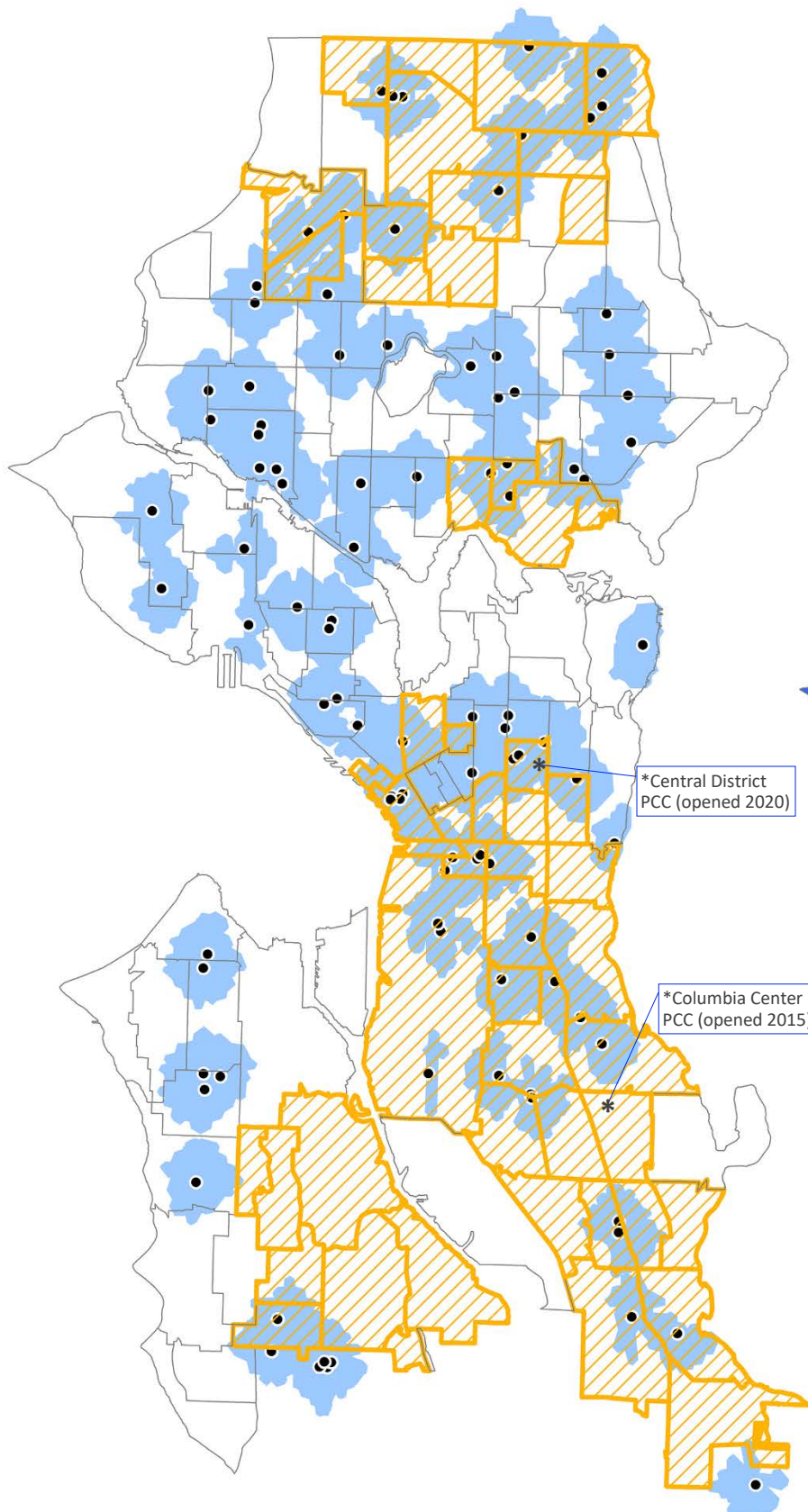
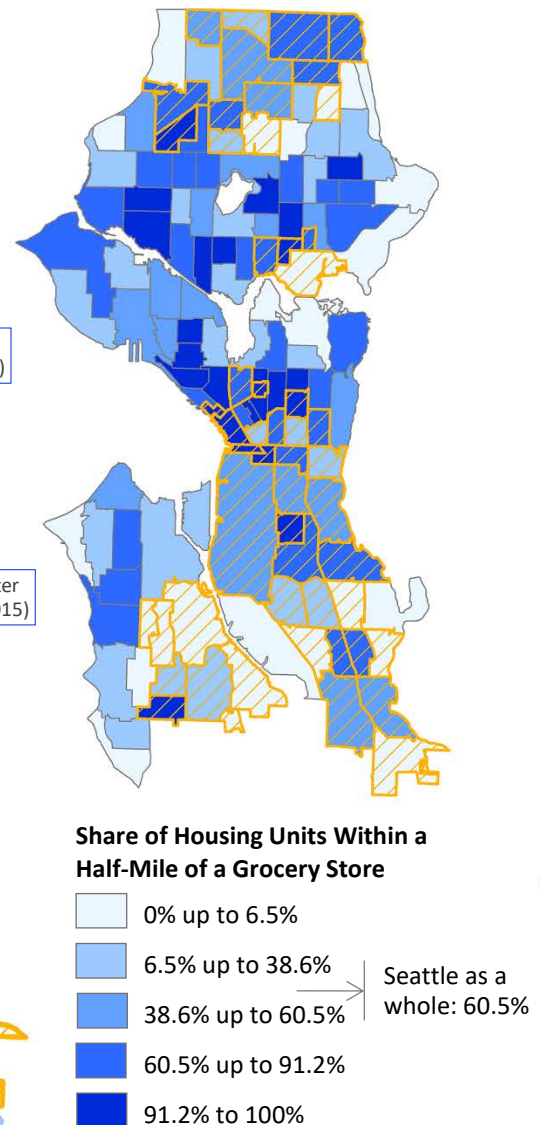


Figure 27

Share of Housing Units with Grocery Store Nearby



Sources: University of Washington Urban Form Lab; Public Health—Seattle & King County; walkshed-based proximity analysis by OPCD; RSE Index, OPCD.

Notes: Map shows locations of healthy grocery stores, defined as those offering an assortment of fresh fruits and vegetables. Analysis conducted in 2019.

*The Columbia Center PCC was mistakenly omitted from our analysis. Additionally, a new PCC store in the Central District opened in 2020.

Access to Parks and Open Space

Why This Matters

Having a park nearby home provides a place where residents can get to know their neighbors, engage in physical activity, enjoy nature, recharge, and have fun. Natural areas and greenbelts can also help mitigate urban and industrial impacts on the environment.

Parks were one of the resources that community members mentioned most often when we asked what is most important to have in a neighborhood. People talked about parks as places for people to get exercise, for children to play, and for youth to engage in safe and healthy activities. People also described parks as venues where people in cultural communities can gather, maintain connections, and celebrate.

Indicator Under Construction

Access to Parks and Open Space is one of the indicators selected for the Equitable Development Monitoring Program. We plan to include findings for this indicator in our next report.

Background

The walkability analysis in Seattle's [2017 Parks and Open Space Plan](#) estimated that 94 percent of the homes in city are within a half-mile walk of one or more of the parks and open spaces managed by Seattle Parks & Recreation (SPR). SPR used that analysis along with other considerations—including the presence of parks owned and managed by other entities, public health, and social equity—to identify which neighborhoods to prioritize for purchasing land for parks and open space.

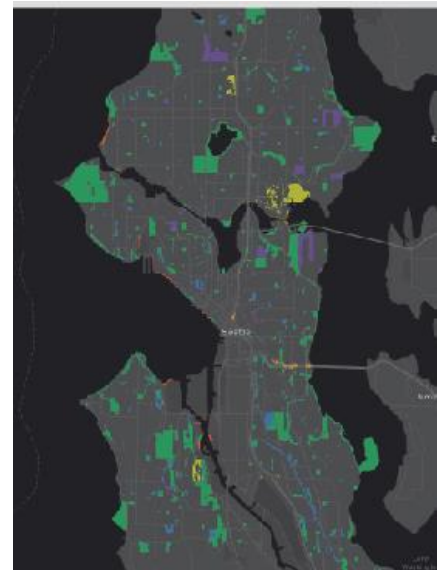
OPCD and SPR are working together to identify a new, more wholistic measure of access to parks and open space. We anticipate folding this measure into future Equitable Development monitoring.

Additional Considerations

Some of the people we spoke with who identified parks as important to have in a neighborhood also described concerns that keep them from using parks near their home. Issues cited include air pollution, broken glass and used syringes littering park grounds, open-air drug use, and fear of crime—both in the neighborhood surrounding parks and in parks themselves.

The concerns we heard in relation to parks provide a broad reminder that factors in addition to proximity are important to consider when gauging people's access to the benefits that parks and other amenities provide.

The [Outside Citywide Interactive Map Tool](#), pictured below, provides information about a variety of outdoor public spaces in Seattle, including those managed by Seattle Parks & Recreation and those managed by other entities. Users can zoom into a neighborhood and click on a public space to learn more about it.



Air Pollution Exposure Risk

Key Findings

- Outdoor air pollution exposure risks in Seattle are generally highest for neighborhoods bordering industrial districts and major transportation routes used by freight trucks. Households in Race and Social Equity (RSE) priority areas face disproportionately high exposure risks because RSE priority areas are more commonly near these pollution sources.
- Households in RSE priority areas are twice as likely as households in the city as a whole to live near a site where a major source of air pollution is located.
- Neighborhoods near the Greater Duwamish Valley Manufacturing/Industrial Center likely have the greatest overall risk of exposure to air pollution due a confluence of major freight routes and concentrations of fixed pollution sources.

Why This Matters

Research has shown air pollution to cause the development and aggravation of many health conditions including asthma, heart disease, and cancer.^{64, 65} Some groups are especially susceptible to the harmful effects of air pollution. These include children, the elderly, and people with pre-existing medical conditions.⁶⁶

In Seattle, the most substantial day-to-day outdoor air pollution exposure risks in neighborhoods are associated with proximity to industrial activities and automobile transportation routes, especially routes with high volumes of diesel freight truck traffic.⁶⁷ During recent summers, wildfire smoke has also exacerbated air pollution throughout the city.⁶⁸

In addition to impacting health, air pollution can reduce the benefits of otherwise walkable neighborhoods and hinder enjoyment of outdoor spaces. During outreach, we heard from residents in South Park that poor air quality in their neighborhood keeps people indoors, although they noted that indoor air pollution is also a problem in many of the homes in their neighborhood.

What the Data Indicate for the City and its Neighborhoods

Approximately 65 percent of housing units in the city are within 500 meters of one or more transportation routes that regularly carry diesel trucks emitting substantial levels of pollution.

Point-sources of industrial pollution, which are stationary, distinct sources of significant amounts of hazardous air pollutants, also contribute to exposure risk:

- Seattle contains ten sites that are required by the Washington State Department of Ecology to hold an "air operating permit" due to high volumes of pollution.
- Seattle also has hundreds of "registered pollution sources"—sites that must register as such but that fall below pollution emission thresholds requiring an air operating permit.

On average, census tracts in RSE priority areas have greater risk of exposure to air pollution than other parts of Seattle—largely because RSE priority areas tend to be closer to industrial districts and major transportation routes. Echoing findings from researchers at the University of Washington, the Puget Sound Clean Air Agency, and community organizations, our analysis shows air pollution exposure risks in Seattle to be especially concentrated in the Duwamish Valley and along I-5.⁶⁹

Truck Diesel Pollution

The large map (Figure 29) on the next page shows freight routes as bright pink lines. Blue shading on the map represents the level of truck diesel pollution exposure risk within each census block group, accounting for the distance from—and estimated annual tonnage of freight transported on—each freight route.

This analysis shows truck diesel exposure risk to be highest in the Duwamish Valley and along the I-5 corridor.⁷⁰

As shown in Figure 28, approximately 81 percent of the housing in RSE priority areas is within 500 meters of transportation routes carrying diesel trucks. This is 16 percentage points higher than found for the city as a whole and more than 25 percentage points higher than seen outside of RSE priority areas.

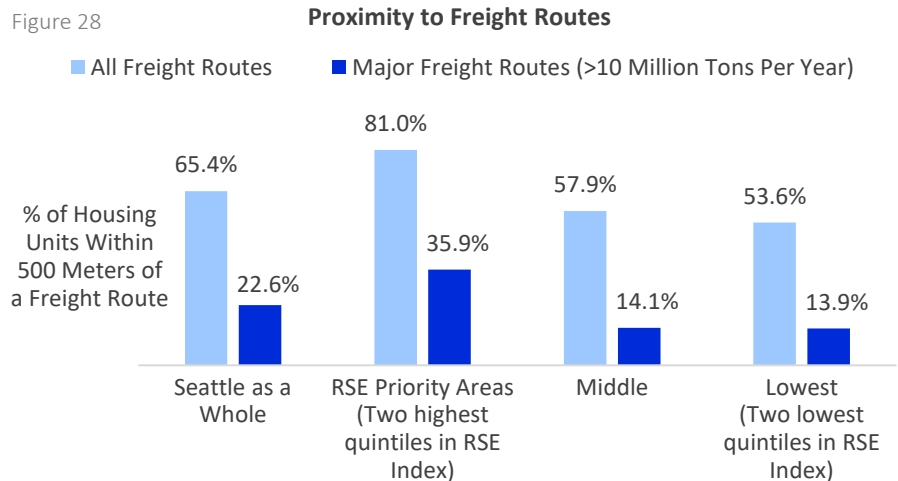
Furthermore, 36 percent of the housing in RSE priority census tracts is within 500 meters of the city’s major (i.e., high-volume) freight routes. This compares to 23 percent in the city as a whole, and just 14 percent outside of RSE priority areas.

Point-Source Pollution

The small map in Figure 30 shows information related to two types of point-source pollution.

- The location of major pollution sources, which are required to hold an air operating permit, are identified by black dots surrounded by a pink circle with a half-mile radius.
- The number of registered pollution sources located in each block group are represented by different shades of blue.

Figure 28



Sources: 2017 classification of freight routes from WSDOT. Proximity analysis by OPCD using housing units from King County Department of Assessments parcel database. RSE Index, OPCD.

Environmental Justice in Seattle—

“Many Seattleites, and especially communities of color, call the Chinatown-International District, Beacon Hill, Rainier Valley, Rainier Beach, South Park, or Delridge home.

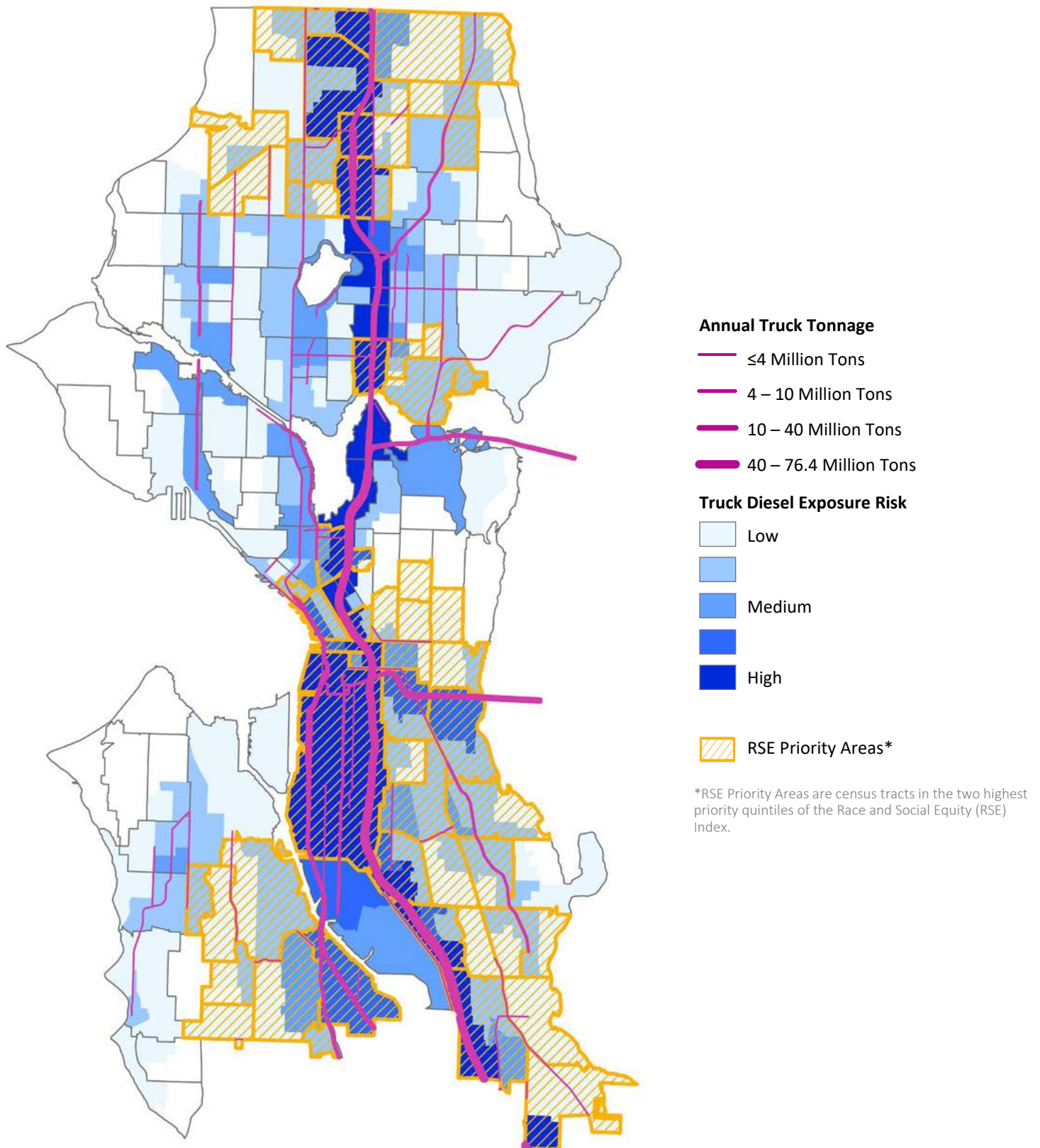
Within these neighborhoods, established residents and new arrivals have worked together to create vibrant and diverse communities. But because they also live near highways and heavy industry, residents in these neighborhoods face the greatest impact of a multitude of environmental hazards. These impacts are further exacerbated by racial, social and economic burdens.”

—Equity & Environment Agenda, 2016 (part of the City’s Equity & Environment Initiative).

The [Equity & Environment Initiative](#) is an initiative of the Office of Sustainability & the Environment focusing on advance racial equity in the City’s environmental work and fostering community-based solutions. This includes the [Duwamish Valley Program](#), a joint effort with OPCD, to advance environmental justice and equitable development in the Duwamish Valley.

Figure 29

Diesel Air Pollution Exposure Risk from Truck Transportation Routes



Sources: 2017 classification of freight routes from Washington State Department of Transportation. Analysis by City of Seattle Office of Planning & Community Development (OPCD) based on adaptation of Puget Sound Clean Air Agency methodology. RSE Index, OPCD.

Notes: Map shows estimated levels of pollution exposure risk in census block groups.

Figure 30

Point-Source Pollution Exposure Risk

Major Pollution Sources (with Air Operating Permit)

Within Seattle there are ten sources with air operating permits,⁷¹ six of which are in the Greater Duwamish Manufacturing/Industrial Center (M/IC). Examples include the University of Washington Power Plant and Hospital; large bakeries; and steel, cement, and glass manufacturing plants.⁷²

Roughly one in twenty housing units in the city are within a half mile of major pollution sources; in RSE priority areas, the ratio is closer to one in ten. (This is represented in the chart with the pink bars in Figure 31.)

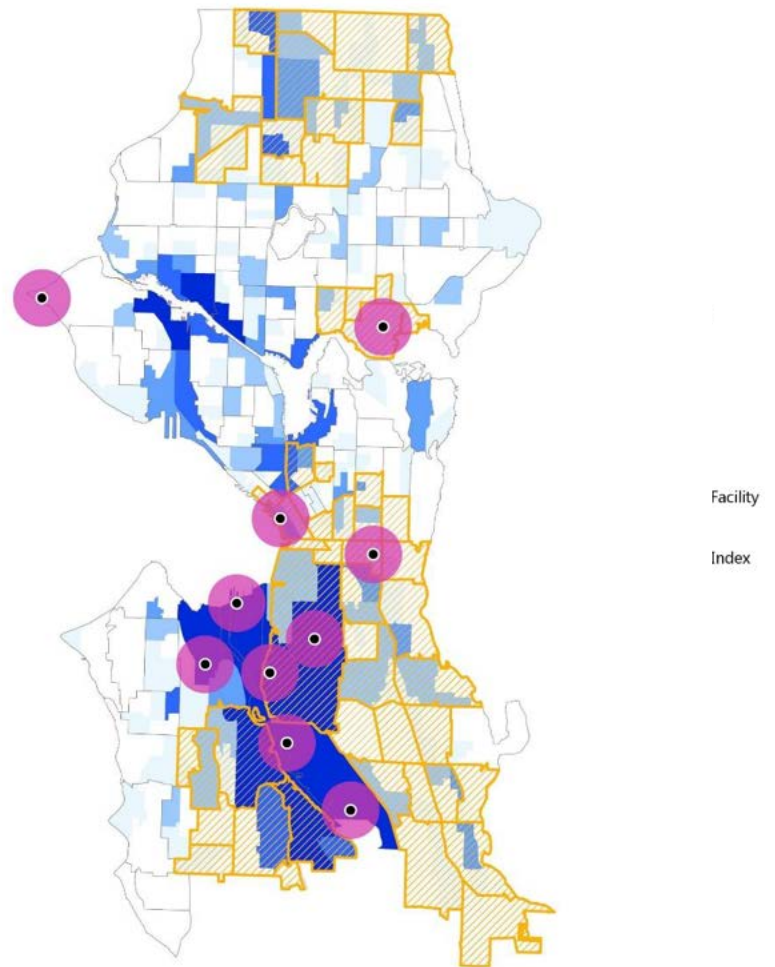
Registered Pollution Sources

Registered pollution sources include an array of facilities such as dry cleaners, auto body shops, boat builders, crematories, rock crushers, and coffee roasters.⁷³ Cumulatively, they can have a substantial impact on air quality.

On average, each census tract in Seattle contains 4.2 registered pollution sources besides gasoline stations, which were not part of the dataset provided by PSCAA. (For more on this, see notes under the “How We Measure” section for this indicator.)

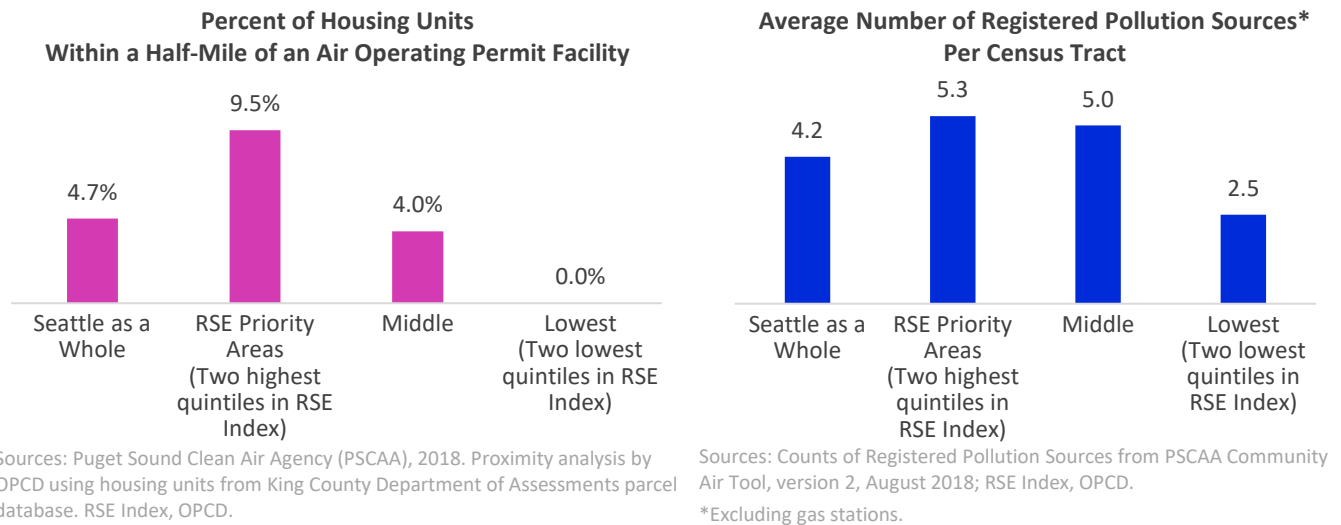
The highest concentrations of registered pollution sources are in the Duwamish M/IC and Ballard-Interbay-Northend M/IC. Additional concentrations are along SR 99 (Aurora) and SR 522 (Lake City Way), portions of Rainier Avenue South, and in commercial and industrial areas along Lake Union.

Census tracts in RSE priority areas average twice as many registered pollution sources as census tracts in the lowest two quintiles of the RSE Index. (This is represented in the chart with the blue bars in Figure 31.)



Source: Puget Sound Clean Air Agency, 2018. RSE Index, City of Seattle OPCD.
Notes: Sites with air operating permits (major sources of pollution) shown as points. Counts shown for registered pollution sources exclude gas stations and facilities holding an air operating permit.

Figure 31



How We Measure Air Pollution Exposure Risk

We examined three separate measures based on data and advice provided by the Puget Sound Clean Air Agency (PSCAA), drawing largely from PSCAA's Community Air Tool, version 2.⁷⁴

Summarizing data at the tract level allows us to analyze findings by neighborhood categories in the RSE Index.

- Exposure to pollution from diesel truck traffic is estimated at the census block group level based on the total annual tonnage of freight carried on each unique route within 500 meters. We chose this distance based on PSCAA advice and studies showing that air pollution can reach as far as 500 meters from the roadway.⁷⁵

Our analysis is based on an expanded version of a methodology utilized by PSCAA. For each block group, the estimated annual tonnage of freight transported on each unique route within 500 meters of the block group is divided by the distance between that route and the nearest edge of the block group. We add the resulting values together to obtain a final measure of exposure to freight diesel air pollution for each block group. The freight route classifications and annual tonnage estimates we use are from the Washington state Department of Transportation.

- Point-source pollution:
 - These include locations of the 10 sites in the city that are required to have an "air operating permit" due to high pollution emissions.
 - Our metric related to registered pollution sources is the average number of these sources located within a block group (excluding the 10 sites with air operating permits and additionally excluding the subset of registered pollution sources that are gas stations).

PSCAA excluded data on gas stations from the Community Air Tool given that gas stations are likely to be near major transportation corridors and could, in effect, lead to double counting of impacts from those corridors.⁷⁶ However, we plan to work with PSCAA to explore including gas stations the next time we update the air pollution exposure indicator in the Equitable Development Monitoring Program.

Additional Considerations

While the pollution sources covered here account for much of the health-harming air pollution exposure risk in Seattle, other sources are also important. These include diesel emissions from ships and trains, especially associated with the Port of Seattle; pollution from gas vehicles; and wood smoke from home heating. The metrics presented are also limited in that they do not measure pollution exposure directly, nor do they factor in the influence of terrain and weather.

Indoor air quality is also very important and is often worse than outdoor air quality.⁷⁷ Indoor air pollution can have immediate effects such as triggering an asthma attack and can cause long-term harm to people's health. Several of the people we spoke with during focus groups noted that residents in their community contend with indoor air pollution as well as outdoor pollution. They relayed that mold in homes is a common problem.

Moreover, air pollution comprises only one of many important environmental factors that contribute to health outcomes.⁷⁸

Environmental hazards and community stories—Other environmental hazards in addition to air pollution are documented along with community stories in the Office of Sustainability and Environment's [Environmental Equity Assessment Pilot](#).

Audio files of the stories, which provide personal perspectives on how environmental hazards and work to improve the environment are part of community members' lives, can be accessed on [The Seattle Globalist's #UpliftAll](#) webpage.



Transportation

The indicators we are tracking:

- Sidewalk Coverage
- Access to Frequent Transit with Night and Weekend Service
- Jobs Accessible by Transit
- Average Commute Time

Sidewalk Coverage

Key Findings

- Roughly three-quarters of arterial and non-arterial roads in Seattle have sidewalk coverage.
- In general, neighborhoods within Race and Social Equity (RSE) priority areas have a somewhat lower rate of sidewalk coverage.

Definition

Sidewalk coverage:

For arterial roads, there are sidewalks on both sides of the road

For non-arterial roads, there are sidewalks on at least one side of the road.

Why This Matters

As the City’s 2017 [Pedestrian Master Plan](#) states, “a quality pedestrian network is at the core of an equitable and accessible transportation system. It is essential for seniors, children and young adults, people with limited mobility, and people...with fewer transportation choices, including many low-income people.”

Sidewalks are a basic ingredient of walkable neighborhoods and their presence can help improve people’s health by encouraging physical activity. Along busy arterials, sidewalks are key to pedestrian safety as well as comfort. Sidewalks are especially important along walking routes to transit and schools.

Sidewalks also facilitate people’s access to common neighborhood destinations including grocery stores, community centers, and libraries, which—along with transit—are the focus of other indicators in this report.

What the Data Show in Seattle as a Whole

Based on our criteria, approximately 76 percent of roads in Seattle have sidewalk coverage.

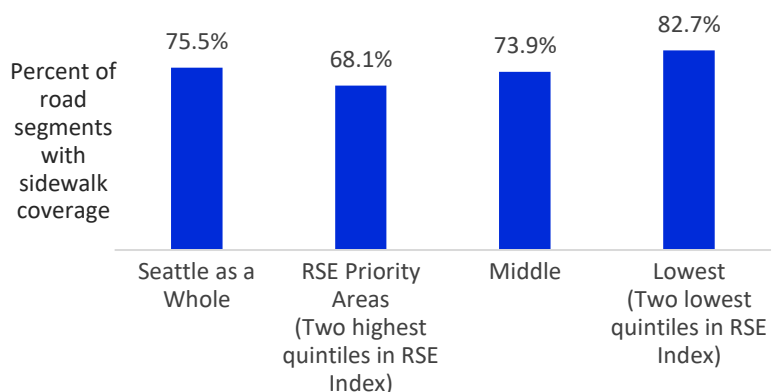
What the Data Show in Seattle’s Neighborhoods

While most of Seattle’s roads have sidewalk coverage, those north of 85th Street have low rates of sidewalk coverage. Annexation history provides context for this; neighborhoods north of 85th were part of unincorporated King County until 1954 and were largely developed without sidewalks as County standards did not require construction of sidewalks.⁷⁹

As summarized in Figure 32, roughly two thirds (68%) of roads in RSE priority areas have sidewalk coverage—somewhat lower than the percentage in the city as a whole (76%) and notably lower than in the lowest priority areas in the RSE Index (83%).

Figure 32

Sidewalk Coverage and the Race & Social Equity Index



Sources: City of Seattle Department of Transportation (SDOT); RSE Index, OPCD.

Notes: For this analysis, sidewalk coverage means sidewalks on both sides for arterials and at least one side of the road for non-arterials.

- The lower rate of sidewalk coverage in RSE priority areas is in part related to a swath of these neighborhoods being located north of 85th Street where there is sparse sidewalk coverage.
- In addition, Rainier Valley neighborhoods that lay south of North Beacon Hill have lower rates of sidewalk coverage than found in the city as a whole.
- Most of the Duwamish Valley is industrial and has low rates of sidewalk coverage but sidewalk coverage is generally good in residential portions of the valley.

How We Measure Sidewalk Coverage

We calculate the percentage of roads with sidewalks using data maintained by the City of Seattle Department of Transportation (SDOT). While the narrative in our report refers to “roads” for simplicity, our calculations are based on individual road segments, typically the portion of the road between intersections.

We assess coverage based on the following criteria:

- Arterial road segments have sidewalk coverage if there are sidewalks on both sides of the road.
- Non-arterial road-segments have sidewalk coverage if there are sidewalks on at least one side of the road.

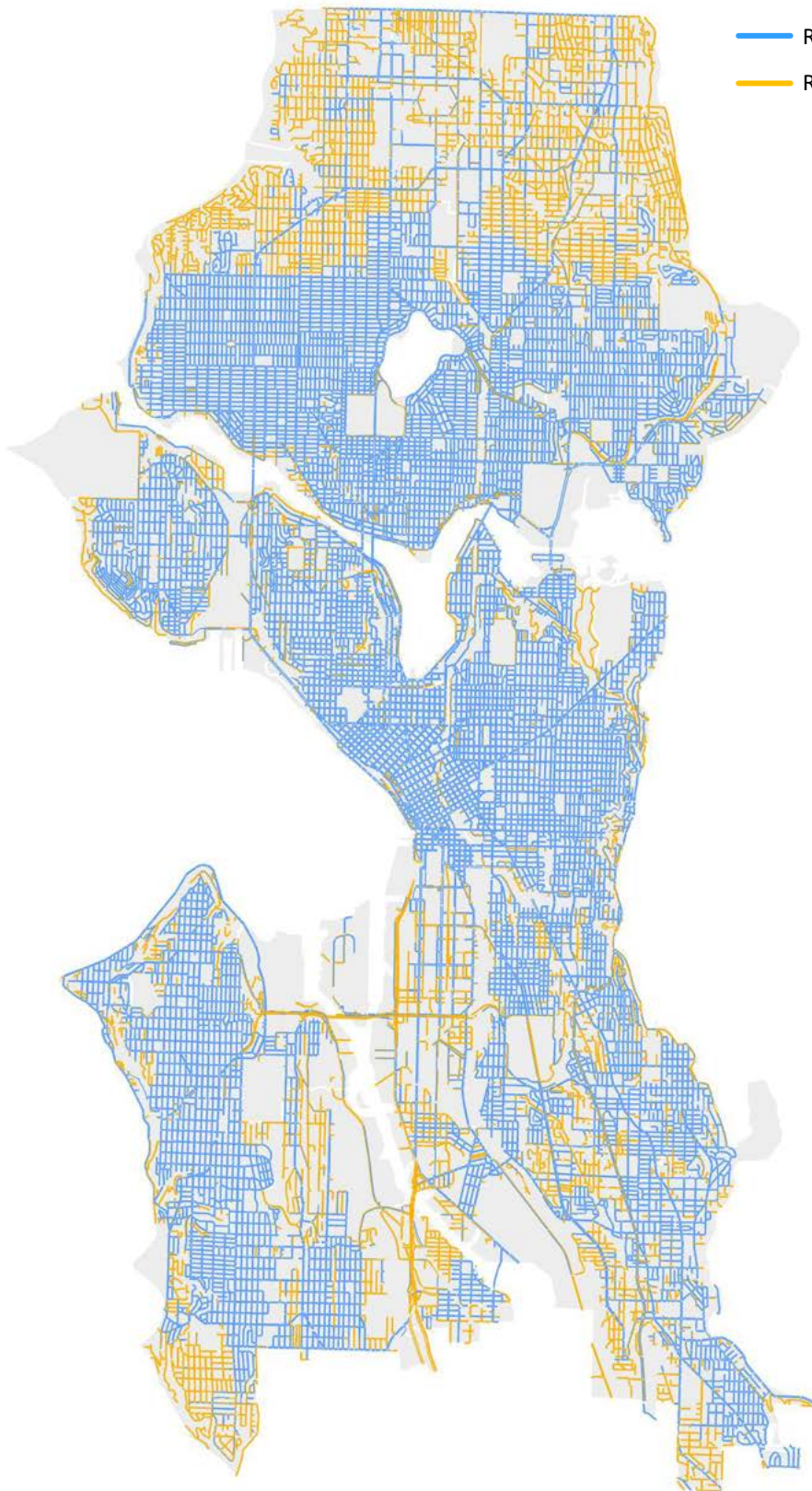
Our use of the less strict criterion for sidewalk coverage along non-arterials is based on consultation with SDOT staff. As they noted, traffic speeds and volumes are expected to be lower on non-arterial streets.

Additional Considerations

Sidewalk coverage is one aspect of the pedestrian network and walkability of a neighborhood. Other factors that contribute include the *quality* of sidewalks and the presence of crosswalks, curb ramps, and other safety-related amenities.

SDOT’s 2017 [Sidewalk Condition Assessment Project](#) produced detailed information on the conditions of existing sidewalks. Data from that assessment is an important tool for making the city more accessible for everyone, including people with mobility disabilities.

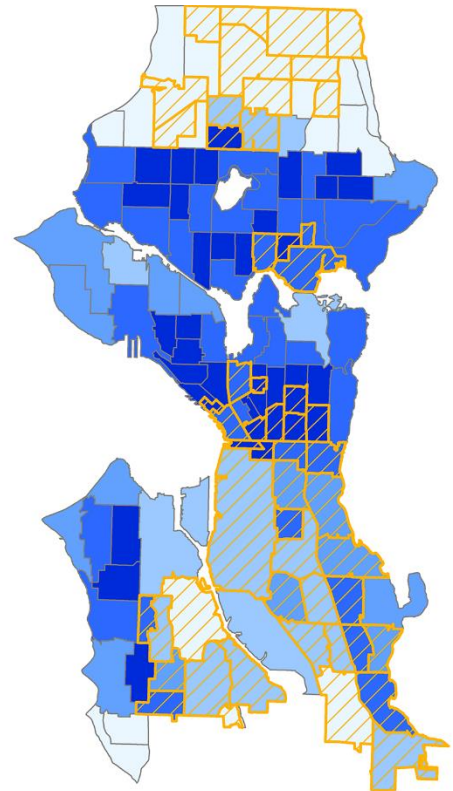
Sidewalk Coverage



- Road Segments with Sidewalks
- Road Segments without Sidewalks

Figure 34

Percent of Road Segments with Sidewalks



Percent of Road Segments with Sidewalks

- 1.2% up to 50.0%
- 50.1% up to 75.5%
- 75.5% up to 85.0%
- 85.1% up to 95.0%
- 95.1% up to 100.0%
- RSE Priority Areas*

Seattle as a whole: 75.5%

*RSE Priority Areas are census tracts in the two highest priority quintiles of the Race and Social Equity (RSE) Index.

Sources: City of Seattle Department of Transportation (SDOT); RSE Index, City of Seattle Office of Planning & Community Development.
Notes: "With sidewalks" means sidewalks are present on both sides of the road for arterials and at least one side for non-arterials.

Access to Frequent Transit with Night and Weekend Service

Key Findings

- Roughly three-quarters (76%) of housing in Seattle is within a short walk of one or more frequent transit routes that run not only on weekdays, but also nights and weekends.
- About 80 percent of housing in Race and Social Equity (RSE) priority areas has access to such extended-duration frequent transit. However, substantial portions of some RSE priority area neighborhoods including Riverview, Highland Park, and Haller Lake lack access to this level of service.

Definition: Frequent transit with night and weekend service includes the Link light rail, Seattle Streetcar, and frequent bus routes that run not only on weekdays, but also nights and weekends.

The transit schedules reflected in this analysis were those in effect in 2019—before the arrival of the pandemic. Transit service levels and ridership have been significantly impacted by the pandemic. (See next page.)

Why This Matters

Low-income individuals and people of color are less likely than others to have a car. In Seattle, nearly a quarter of households of color do not have an automobile at home compared to approximately one eighth of other Seattle households.⁸⁰ Transit is often critical to mobility for people in marginalized population groups—not only for access to jobs, but also for getting to classes, medical appointments, grocery stores, places of worship, and other important destinations.

In the outreach we conducted, nearby transit was one of the top responses people gave when we asked what is important for neighborhood livability. Furthermore, stakeholders emphasized the need for transit service that runs into the night and on weekends given the non-standard hours worked by many people in their communities.⁸¹

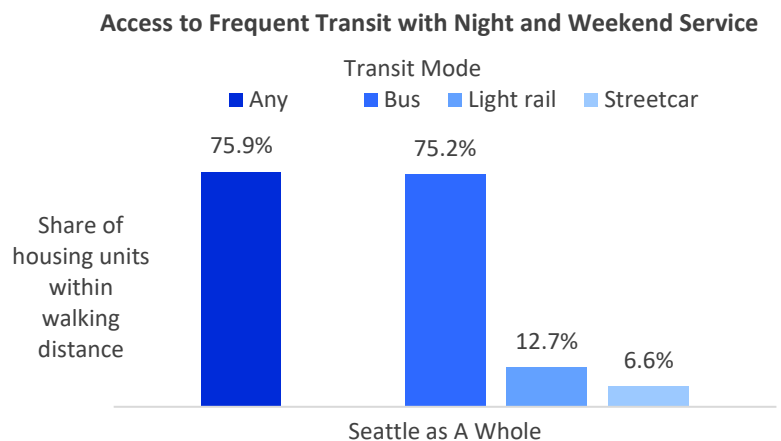
When part of a dense transit network, service that includes nights and weekends can make it easier for people to forgo car ownership, reducing traffic congestion and environmental impacts.

What the Data Show in Seattle as a Whole

As the chart in Figure 35 shows, 76 percent of housing units in Seattle have access to frequent transit running nights and weekends. According to the criteria for this indicator, this means that these housing units are within a half-mile walk of a light rail station; or within a quarter-mile walk of a streetcar stop or a bus stop served by at least one route running frequently on weekdays, nights, and weekends.

- Buses provide the main form of transit accessible near people's homes. Seventy-five percent of housing in the city is within a quarter-mile walk of bus stops served by routes meeting our criteria.⁸²

Figure 35



Sources: Transit schedules obtained and analyzed by SDOT.

Notes: Walking distance is 1/2 mile to light rail stations and 1/4 mile to streetcar and bus stops. Bus routes included are those with at least four hourly trips between 6 a.m. and 7 p.m., at least two hourly trips between 7 p.m. and midnight on weeknights, and at least two hourly trips between 6 a.m. and midnight on weekends.

- Rail is also an important form of transit in Seattle. Approximately 13 percent of housing units are within a half-mile walk of a current Link light rail station and seven percent are within a quarter-mile walk of a Seattle Streetcar station. Additionally, many bus routes provide residents with connections to rail.

What the Data Show in Seattle's Neighborhoods

Figure 35 summarizes access in RSE priority areas compared to other areas of the city.

- In general, RSE priority areas have slightly higher levels of transit access than other areas of the city, with eighty percent of housing in RSE priority areas having access to one or more forms of frequent transit with service extending into nights and weekends.
- While most neighborhoods lacking access to frequent transit with extended service hours are outside of RSE priority areas (e.g., Magnolia, Broadview, and northern parts of West Seattle), a few neighborhoods in RSE priority areas lack access to this level of service. This includes substantial portions of RSE priority areas in Riverview, Highland Park, and Haller Lake.
- The large majority of housing units in RSE priority areas are near bus service meeting our criteria, with significant fractions also able to access light rail (20%) and streetcar (11%). Few housing units in the lowest priority quintiles of the RSE Index have light rail and streetcar stops nearby.

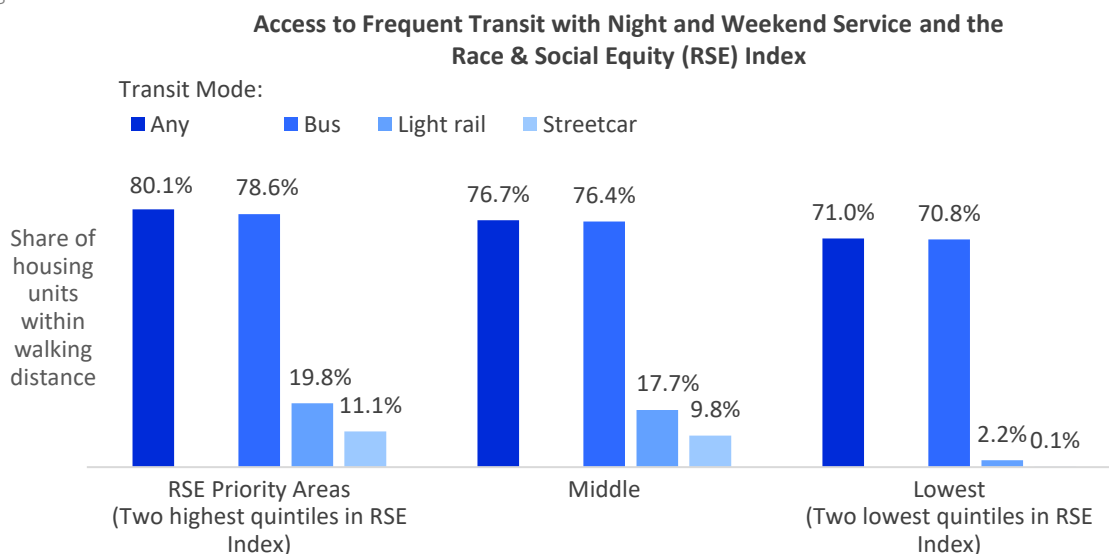
This analysis provides important but limited information for evaluating transit equity across population groups and neighborhoods. Additional considerations are described on the following page. Moreover, all aspects of transit equity need to keep in mind the limited mobility options and greater rates of transit dependence experienced by marginalized populations.

Transit service and COVID-19 — As the pandemic took hold, transit ridership in and around Seattle plummeted. An August 7, 2020 blogpost from [King County Metro](#) indicates that there was a [drop in ridership](#) of roughly 75 percent early in the pandemic, followed by a slow rise as reopening began. As of late July 2020, average weekday bus ridership was estimated to be down 63% from the year prior. Metro noted that ridership has remained strongest “on routes and trips utilized by our customers who are unable to telework or otherwise rely heavily on transit.”

[Metro has indicated](#) that it will continue to prioritize service “in areas with higher proportions of people with lower incomes and people of color.”

The Seattle Transit Benefit District (STBD) that provided funding for transit access is expiring at the end of 2020, and the renewal of the STBD will be on the November 2020 ballot. Mayor Jenny A. Durkan and City Council President Gonzalez issued a [joint statement on how the City would spend funding raised by the STBD renewal](#), including on “routes that serve working people, communities of color, and transit-dependent neighborhoods.”

Figure 36



Sources: SDOT; OPCD, King County.

Notes: Walking distance is 1/2 mile to light rail stations and 1/4 mile to streetcar and bus stops. See prior chart for additional notes.

How We Measure Access to Frequent Transit with Night and Weekend Service

This indicator is based on transit schedules and walking distances to transit stops. Homes are considered to have access to frequent transit with night and weekend service if they are within:

- a half-mile walk of a Link light rail station transit stop,⁸³
- a quarter-mile walk of a Seattle Streetcar stop,⁸⁴ or
- a quarter-mile walk of a bus stop served by one or more bus routes with at least four hourly trips between 6 a.m. and 7 p.m. on weekdays, at least two hourly trips between 7 p.m. and midnight on weekday nights, and at least two hourly trips between 6 a.m. and midnight on weekends. (Based on spring 2019 bus schedules.)⁸⁵

We measure walking distances along the existing street network and use parcel data from the King County Department of Assessments to calculate the percentage of housing units within these walksheds.

Additional Considerations

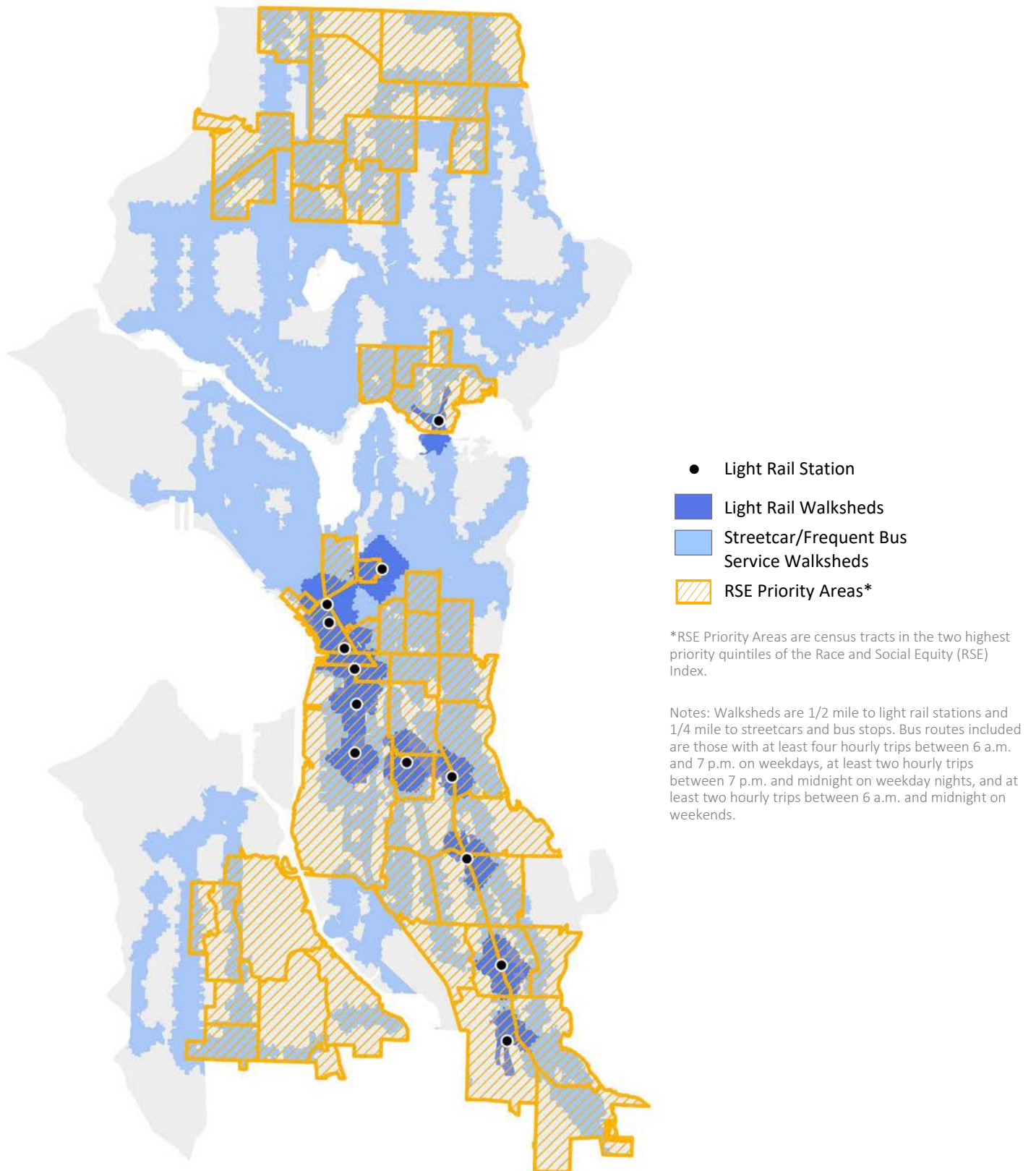
There are important aspects of transit access and service that this indicator does not cover:

- The method we use to identify walksheds does not account for things that can make it harder for a pedestrian to get to and from a transit stop such as physical disabilities, walking with young children, hills, and poorly maintained or absent sidewalks. These issues did, however, contribute to our selection of a shorter (quarter-mile distance) for defining walksheds for all transit stops besides light rail stations.
- The indicator does not address the number of routes or variety of destinations that riders can reach from a stop.
- Also not captured are the cost of fares, which we heard can be burdensome for riders who travel to multiple destinations within a day or transfer between system, and the amount of time it can take riders to reach their destinations, another frustration we heard during outreach. (The next two indicators—access to jobs via transit and commute times—by their nature, reflect reachable destinations and amount of time traveling, but only for trips to jobs.)

Beyond these issues, several community members described neighborhood safety concerns that made them leery of walking to transit stops and waiting for transit, especially at night. Poorly lit streets and criminal activity were among the specific issues mentioned.

Figure 37

Walksheds for Frequent Transit with Night and Weekend Service



Sources: Transit schedules obtained and analyzed by Seattle Department of Transportation; walkshed-based proximity analysis by City of Seattle Office of Planning & Community Development (OPCD); RSE Index, OPCD.

Jobs Accessible by Transit

Key Findings

- Seattle’s central role in the region and existing transit connections provide workers with access to a large number of jobs.
 - On average, Seattle neighborhoods have nearly 400,000 jobs accessible within 45 minutes by transit.
 - The large majority of Seattle neighborhoods have access via transit to more than a quarter million jobs.
- On average, RSE priority areas have access to slightly more jobs via transit than other Seattle neighborhoods do. However, this varies by location according to broader patterns, with areas near the center of the city, SR-520, and I-90 having access to the most jobs.
- The superior access to jobs that Seattle neighborhoods commonly enjoy will continue putting pressure on housing costs and exerting displacement pressure on low-income households who tend to need access to transit the most.

Note: Statistics reported here pre-date the COVID-19 pandemic and the associated reduction in employment and access to jobs which have hit people of color especially hard.

Why This Matters

While factors like educational attainment have the strongest impact on people’s employment outcomes, proximity to jobs also plays a role. (See sidebar.)⁸⁶

The supply of jobs accessible by transit is particularly important for equity as low-income households and people of color are disproportionately transit dependent.

Commuting via transit is generally more affordable than commuting by car, especially for workers with access to employer-sponsored transit subsidies and reduced fare programs like ORCA LIFT.

Access to jobs via transit is also important given that commuting via transit is better for the environment.

On the importance of proximity to jobs— “People who live closer to jobs are more likely to work. They also face shorter job searches and spells of joblessness.”

— Brookings Institution, 2015

What the Data Show in Seattle and Its Neighborhoods

The data for this indicator come from a transportation analysis that the Puget Sound Regional Council (PSRC) conducted to assess how areas compare in the level of access their residents have to jobs.

On average, census tracts in Seattle have close to 400,000 jobs accessible within 45 minutes travel time by transit. This is roughly twice the average for all census tracts in King County.

However, as can be seen on the main map for this indicator (Figure 39), the number of jobs accessible to Seattleites varies by neighborhood, with centrally located areas enjoying access to the highest numbers of jobs while areas near the edges of the city have access to fewer jobs.

The Seattle neighborhoods from which the largest numbers of jobs are accessible include:

- areas in and around Downtown, the north part of the Duwamish Manufacturing/Industrial Center, and the University District;
- areas with onramps to SR 520 and I-90 that provide access to job centers on the eastside of Lake Washington; and
- parts of Southeast Seattle (e.g., Mt. Baker/North Rainier) closest to downtown.

As shown in the map, each of the census tracts in these neighborhoods have access to more than half a million jobs via transit.

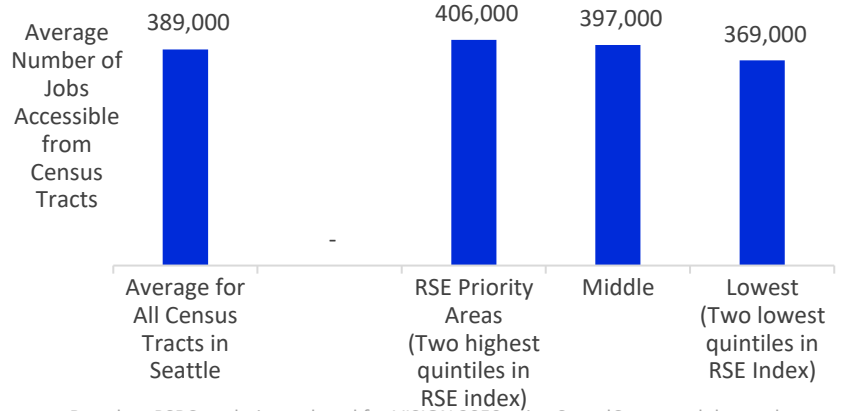
On average, tracts in RSE priority areas have access to slightly more jobs than other Seattle census tracts do. (Figure 38.)

However, the number of jobs accessible from RSE priority tracts also varies according to the overall geographic pattern in which centrally located neighborhoods have access to very high numbers of jobs while neighborhoods farther from the city center have access to fewer jobs.⁸⁷

While there is a big difference between the lowest and highest numbers of jobs accessible to neighborhoods, the large majority of census tracts in the city have access to more than a quarter million jobs via transit.

Figure 38

Jobs Accessible within 45 Minutes by Transit

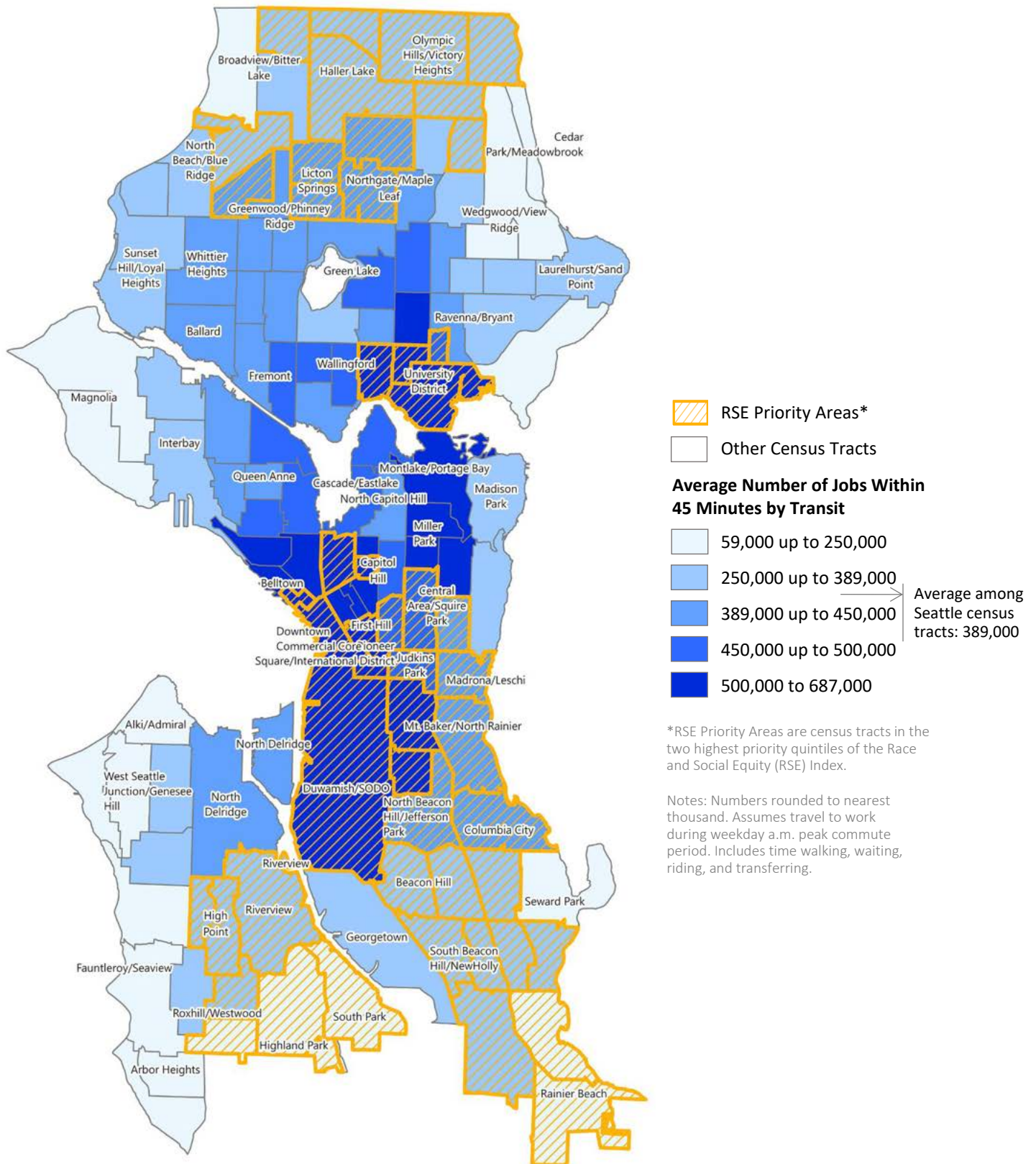


Sources: Based on PSRC analysis produced for VISION 2050 using SoundCast travel demand model and year 2014 transit network. RSE Index, City of Seattle OPCD.

Notes: Numbers rounded to nearest thousand. Assumes travel to work during weekday a.m. peak commute period. Includes time walking, waiting, riding and (if applicable) transferring.

Figure 39

Jobs Within 45 Minutes Travel by Transit



Sources: Based on Puget Sound Regional Council analysis produced for VISION 2050 using SoundCast travel demand model and year 2014 transit network. RSE Index, City of Seattle Office of Planning & Community Development.

Some Regional Context

At right is a map (Figure 40) showing the average number of jobs accessible within a 45-minute trip by transit from census tracts in Seattle and surrounding areas. (While the color scheme in this regional map is different than the one in Figure 39, the same model was used to produce both maps.)

As reflected in Figure 40:

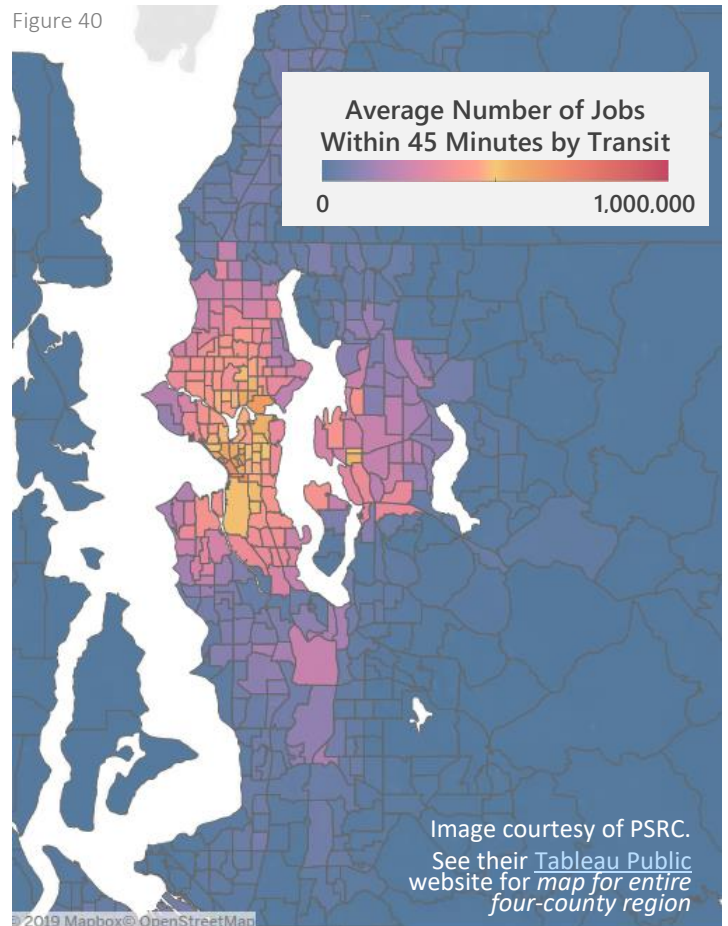
- Regionally, the number of jobs that residents can access via transit is highest for workers living in Seattle's Downtown and other centrally located neighborhoods in Seattle and Bellevue.
- From a regional perspective, the number of jobs accessible via transit is comparatively high throughout almost all of Seattle; however, access drops abruptly just a short distance from Seattle's northern and southern city limits.

The superior access to jobs provided by Seattle neighborhoods will continue to generate strong market demand for housing, placing housing costs in these neighborhoods beyond the levels that many of Seattle's low- and moderate-income residents can bear.

Overwhelmingly, housing costs were the biggest worry we heard from residents when we asked how the city's growth is affecting them and their communities. When talking with people at community fairs in Seattle, we also encountered a number of people who told us they had moved to locations outside of Seattle to better afford housing although this means they must endure longer trips to get to jobs, see friends, and attend cultural gatherings.

These data and stories underline the need for more affordable housing and for displacement mitigation in Seattle neighborhoods where there is good access to transit and jobs.

Figure 40



How We Measure Access to Jobs by Transit

This indicator estimates the number of jobs that can be reached by transit from each census tract within 45-minutes of travel time. Estimates assume travel to work during the weekday a.m. peak commute period and include walking and wait time as well as time in the transit vehicle.

These estimates are based on results that PSRC obtained in 2018 from their [SoundCast](#) travel demand model to provide baseline information for the regional VISION 2050.⁸⁸ These are rough estimates, best used for general comparisons between areas.⁸⁹ The modelling was based on data from 2014 and does not reflect growth that occurred in jobs and transit service between 2014 and 2020.⁹⁰ We anticipate updating this indicator based on new modeling once VISION 2050 is adopted.

Additional Considerations

One of the reasons we focus on access to jobs via *transit* is that low-income households and persons of color are not as likely as others to own a car and are more likely than others to be dependent on transit. However, under existing conditions, many more jobs are easily reached by car than by transit. As research shows, this can put transit-dependent persons at a disadvantage in searching for and maintaining employment.⁹¹ One way to improve employment outcomes is to boost transit service.⁹²

Importantly, being able to get to a job is necessary but not sufficient to make a job accessible; a prospective employee also needs to have the qualifications required by the employer. For future reports, we will explore the feasibility of focusing this indicator on jobs that both match the skills of populations of concern and provide living wages—or at least provide good opportunities for advancement to such jobs.⁹³

Average Commute Time

Key Findings

- Seattleites who are people of color have longer commutes to work than their White counterparts. Black people have the longest average commute time to work while Whites have the shortest.
- Commute times vary by mode; on average commutes by transit take the most time.
- In general, workers living in Race and Social Equity (RSE) priority have longer commutes than workers living in other areas of Seattle.

Why This Matters

The amount of time people spend commuting reduces the time they have available to devote to family and friends and pursue other activities. Studies link lengthy commutes to mental stress, lower leisure time satisfaction, worse fitness levels, and greater prevalence of obesity and hypertension.⁹⁴

The time and expense associated with long commutes can make it difficult for people to maintain a job. Additionally, having to drive long distances, particularly in heavy traffic, is bad for the environment.

A related theme that we heard during outreach was frustration with the amount of time it takes to get to work and other places by transit. Several people said they use a car, or wish they could afford a car, because using transit takes too long, especially when transfers are involved.

Long commutes by car and bus have the most negative associations with health and wellbeing, while walking and biking to work are associated with benefits.

– “How commuting affects subjective wellbeing,” by B. Clark, K. Chatterjee, A. Martin et al.

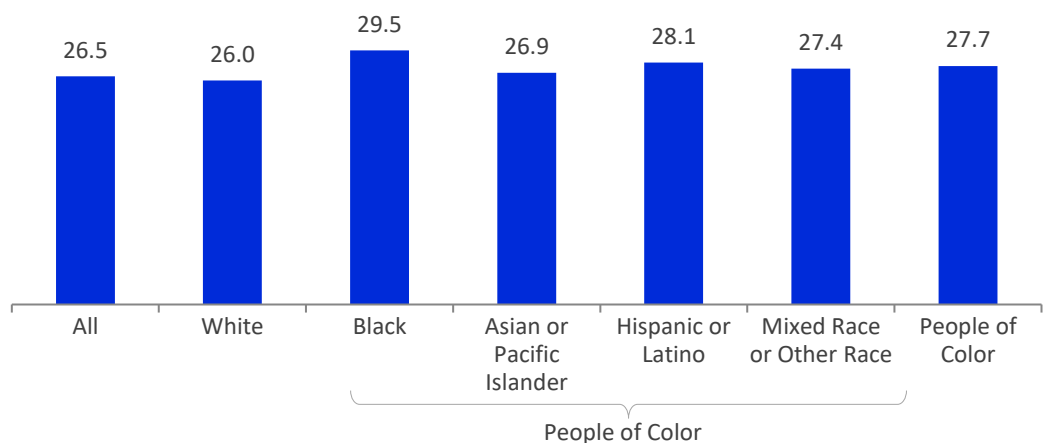
What the Data Show in Seattle as a Whole

Time spent commuting is one of the topics for which we use data reported in the National Equity Atlas, which is produced by PolicyLink and PERE. This information is based on American Community Survey data about the time workers spend commuting to their primary job. As shown in Figure 41:

- On average, it takes about 26.5 minutes for workers living in Seattle to travel to their place of employment.
- Of the groups analyzed, Blacks have the longest average commute time to work (29.5 minutes), while Whites have the shortest (26.0 minutes).

Figure 41

Average Travel Time to Work (in Minutes) by Race and Ethnicity

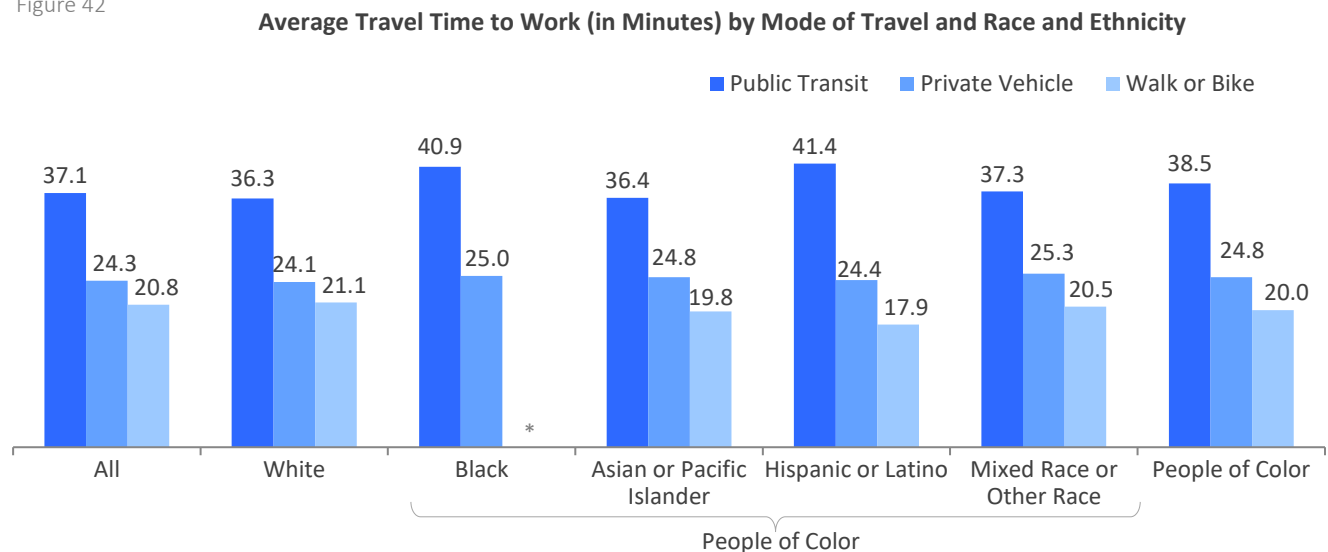


Source: Estimates based on microdata from the 2011-2015 5-Year American Community Survey, U.S. Census Bureau. Analysis by PolicyLink and the USC Program for Environmental and Regional Equity (PERE), www.nationalequityatlas.org.

Notes: For workers 16 and over living in Seattle and not working at home. ACS microdata can be unreliable for small population groups. PolicyLink/PERE excludes estimates for groups with fewer than 100 survey respondents.

Commute duration varies by mode, with transit riders spending considerably more time on average than workers traveling via other means. There are also racial and ethnic disparities in travel times *among* transit commuters, as detailed in Figure 42. Black transit users and Hispanic/Latino transit users have the longest average commutes to their jobs among all the commuter subgroups we analyzed.

Figure 42



Source: Estimates based 2011-2015 5-Year ACS microdata, U.S. Census Bureau. Analysis by PolicyLink and PERE, www.nationalequityatlas.org.

Notes: For workers 16 and over living in Seattle and not working at home. The ACS microdata are based on a sample of the original ACS sample and can be unreliable for small population groups and detailed categories.

*Insufficient data. Estimates for with fewer than 100 individual survey respondents excluded.

Differences between racial, ethnic, and origin sub-groups

There are further differences in commute times among racial and ethnic subgroups. For example, Southeast Asians have longer commutes than those of South Asians. Among Hispanics/Latinos, immigrants have longer commutes than those who are U.S. born.

More recent estimates on average commute time

The most recent ACS data currently available, 2018 1-Year estimates, suggest that the average amount of time Seattleites spend traveling to work has risen to 28.4 minutes, nearly two minutes longer than in the 2011-2015 5-Year ACS.⁹⁵

Who can work from home, and who cannot—The analysis for this indicator finds important race-based disparities in the amounts of time and ways Seattleites were commuting to work before COVID-19. The pandemic has now laid bare a related inequity that is having devastating consequences.

As analyses from the [Economic Policy Institute](http://EconomicPolicyInstitute.org) and the [Johns Hopkins Center for Health Equity](http://JohnsHopkinsCenterforHealthEquity.org) shows, Black workers and workers of Hispanic/Latino ethnicity are disproportionately likely to hold low-paying jobs that cannot be done from home. These jobs (e.g., jobs in nursing homes, farms, factories, and grocery stores) are commonly the jobs that have been deemed essential for people to keep doing during the pandemic. As the CDC notes in describing COVID-19 health equity considerations, working in these kinds of occupations places people at disproportionate risk of falling sick with COVID-19.

What the Data Show in Seattle's Neighborhoods

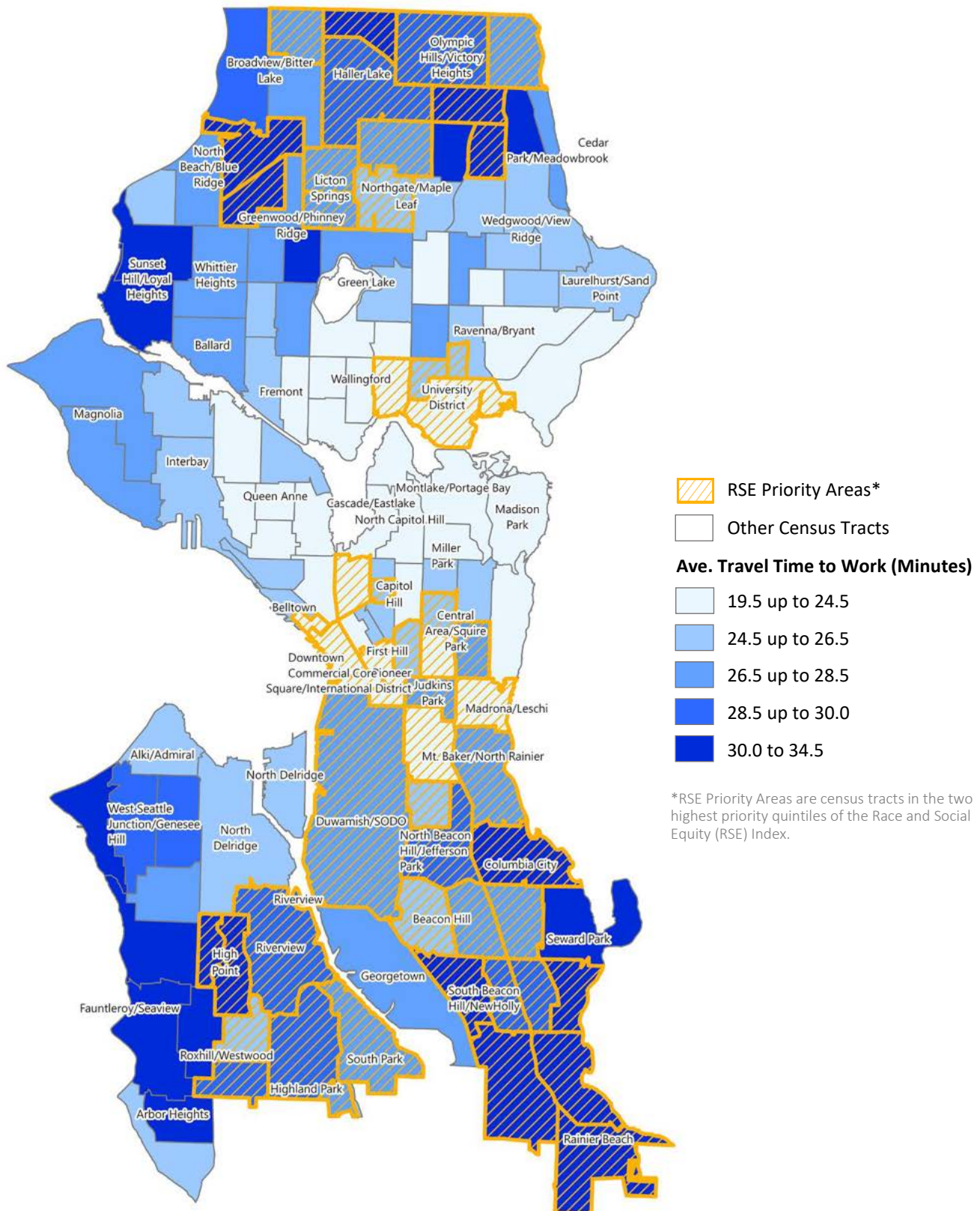
The following map shows the average amount of time it takes Seattle residents in each census tract to travel to work.

- The shortest commutes are experienced by residents living in or near the center of the city, in and around Wallingford and the University District, and in areas with easy access to SR 520 and I-90. Neighborhoods where residents spend the most time getting to work are generally located furthest from the city's center.
- Several of the centrally located neighborhoods where residents have short commutes are RSE priority areas. These include the Central Area, North Beacon Hill, and the International District—[historically redlined and segregated areas](#)⁹⁶ that have more recently been experiencing enormous displacement pressures. Short commutes will continue to make these neighborhoods attractive markets for higher-paid workers and higher-priced development, further exacerbating displacement pressures.

Generally speaking, however, workers living in RSE priority areas tend to have *longer* commutes to work. (In 6 in 10 of the census tracts, the average travel time residents spend getting to work is longer than the overall average for Seattle ; this contrasts with the lowest priority areas in the RSE Index, where residents of 6 in 10 tracts have *shorter* average travel times to work than the city average.)

Figure 43

Average Commute Time



Sources: 2011-2015 5-Year American Community Survey estimates, U.S. Census Bureau. RSE Index, City of Seattle Office of Planning & Community Development.

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level.

How We Measure Commute Time

This measure is based on ACS estimates of the average number of minutes it takes working residents of Seattle, age 16 and over, to get from home to work.⁹⁷

The estimates by race and ethnicity come from PolicyLink/PERE's [National Equity Atlas](#) analysis of microdata from the 2011-2015 5-Year ACS. However, the map that we show for this indicator uses ACS estimates published directly by the Census Bureau for the same period.

Additional Considerations

While some workers have more than one job, the ACS asks only about travel time to people's primary job. Furthermore, people who work at home are not included in ACS estimates of average travel times. These facts make the estimates likely to understate racial and ethnic disparities as working multiple jobs is more common for people of color than Whites while the opposite is true for working at home.

This indicator focuses only on the experience of workers who live in Seattle. People who commute to Seattle from outside the city (close to half of the workers with jobs in Seattle) endure significantly longer commutes than residents of Seattle do.⁹⁸

Many, often interrelated factors influence commute times. In addition to commute mode, these factors include how far away people live from work, levels of traffic congestion, quality of transit service and road conditions, and other factors. A key factor in the increase in Seattle residents' travel time to work between the 2011-2015 ACS and the 2018 1-year ACS was the strength of the economy and the associated increase in the number of people employed over that span of time.



Education and Economic Opportunity

The indicators we are tracking:

- Performance of Neighborhood Elementary Schools
- Disconnected Youth
- Unemployment
- Educational Attainment
- Poverty and Near-Poverty
- Full-Time Workers in or Near Poverty
- Unemployment
- Business Ownership

Note: Statistics reported here pre-date the arrival of the new coronavirus and do not reflect the severe economic downturn and hardships associated with the pandemic.

These harms are falling disproportionately on people of color and compounding racial and social inequities.

Performance of Neighborhood Elementary Schools

Key Findings

- The [Washington Schools Improvement Framework \(WSIF\)](#)—an index that summarizes school performance based on a combination of student success measures—gives public neighborhood elementary schools in Seattle an average score of 6.6 on a 10-point scale.
- These schools' WSIF scores are much higher for White and Asian student groups (averaging 8.0 and 7.6 respectively) than for Black, Hispanic/Latino, low-income, and English language learning groups (averaging less than 5.0).
- High-scoring elementary schools are in many parts of Seattle; however, most of the lower-scoring schools are in neighborhoods that we have identified as Race and Social Equity priority areas.

Measuring school performance is challenging and inexact, with many potential data points. We identified the WSIF Index, produced by Washington State Office of the Superintendent of Public Instruction, as the best available summary measure for tracking equity patterns on this topic.

We chose the WSIF because it combines several important metrics, including student growth and engagement in addition to student test scores.

Why This Matters

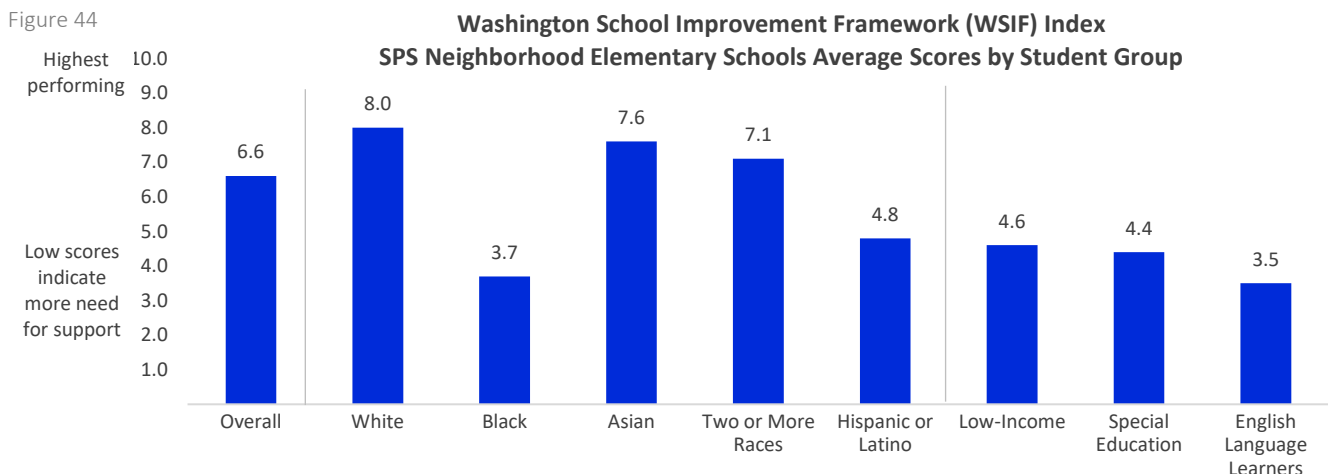
The legacy of structural racism and continuing socioeconomic disparities profoundly impact children's readiness for school. The WSIF index⁹⁹ provides information on the performance of schools in educating all students including historically underserved students. It also identifies schools needing more support to meet students' needs. With sufficient supports, schools can provide high quality education that effectively narrows opportunity gaps.

Most Seattle elementary students attend neighborhood schools. Given the interrelationship between race, income, and where families can afford to live, measuring public school performance at the neighborhood level can offer key insights for advancing equitable development.

What the Data Show in Seattle as a Whole

The 57 neighborhood elementary schools that we analyzed in the Seattle Public Schools (SPS) district score an average of 6.6 out of 10 on the WSIF. Looking at how schools are doing based on success of individual student groups finds these schools' scores are much higher for White and Asian students than for Black, Hispanic, low-income, and English language learning students. (These scores are summarized in Figure 44 below.)

Figure 44



Source: Washington State OSPI WSIF Index (aggregating 2014-15, 2015-16, and 2016-17 school years)

Notes: For students in SPS neighborhood elementary and K-8 schools. Scores for American Indian/Alaska Native and Native Hawaiian/Pacific Islander subgroups were suppressed in the publicly available source data due to small student populations.

Disparities in rates of academic proficiency

Digging into the test score data that are part of the WSIF index finds 66 percent of students in SPS neighborhood schools meeting the proficiency standard for their grade in reading and 64 percent doing so in math.¹⁰¹ However, the percentages of low-income students meeting proficiency standards are 20 points lower for both subjects.

Third grade reading proficiency is often looked to as an indicator of students' preparation for success. It is one of the outcome measures in the SPS Strategic Plan and is tracked by King County's Best Starts for Kids program and by the City's Human Services Department (HSD). As HSD notes, "third grade is a crucial year when students make the leap from 'learning to read' to 'reading to learn.'... It's an academic hurdle that if missed, can leave children behind."

District-level statistics on third grade reading proficiency, shown in Table 4, reveal wide disparities between White students and students of color.¹⁰² The greatest gaps are found between White students and Black, Native American, and Pacific Islander student groups.

Table 4

Percent of Third Grade Students in Seattle Public Schools Meeting Reading/English Language Arts Standard	
	2018-2019 School Year
All students	65%
White	80%
Black/African American	33%
Native American	29%
Asian	63%
Pacific Islander	20%
Multiracial	68%
Hispanic or Latino of any race	41%
Source: Report Card Assessment Data, 2018-19 School Year, OSPI Data Portal .	
Notes: Based on Smarter Balanced Assessment.	

What the Data Show in Seattle's Neighborhoods

The map in Figure 45 shows attendance areas for SPS neighborhood elementary schools, with blue shading indicating composite scores the schools received on the WSIF index. Areas that we have identified as Race and Social Equity (RSE) priority areas are shown overlaying the attendance areas.

High-scoring elementary schools are located in many parts of Seattle including RSE priority areas; those with attendance areas mostly or entirely in RSE priority areas include Rainier View (with a WSIF score of 9.1), Olympic View (8.2), Maple (8.8), and Thurgood Marshall (8.9).

However, attendance areas for the lowest-scoring schools (with WSIF scores of less than 4.0) are all located fully or partially within RSE priority areas. These include schools in Rainier Valley and South Park and schools in some other areas of West Seattle, the Central Area, and northwest Seattle.

OSPI provides important context for using the WSIF in its guide for [Comparing Schools in the Washington School Improvement Framework](#), stating:

"No two schools are exactly alike; they serve different grade levels, they have different student groups, communities, support programs...etc. Although it [the WSIF score] allows comparison of schools, the score doesn't tell the whole story....And the measures included in the WSIF are just the starting point for understanding the strengths and weaknesses of a school..."

A new, more equitable state system for recognizing schools—In addition to identifying schools for support, the WSIF is the basis of a revamped recognition system.

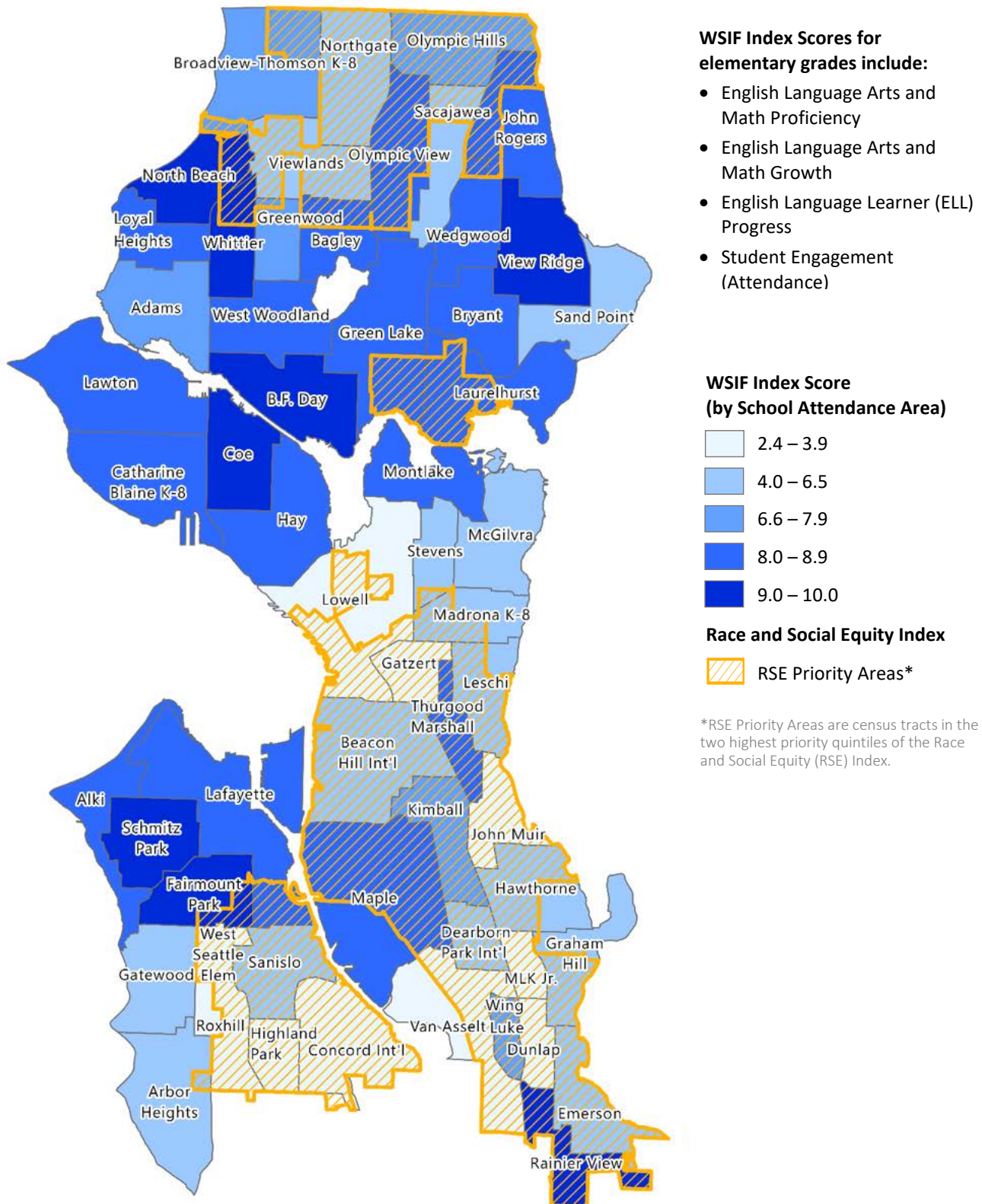
For example, SPS neighborhood elementary schools recognized in 2017-2018 for making progress in closing opportunity gaps and/or improving outcomes for student groups identified for support were:

- Adams
- Beacon Hill International School
- Graham Hill
- Hawthorne
- John Muir
- John Rogers
- Viewlands

Source: 2017-2018 State Recognized Schools

Figure 45

Washington State Improvement Framework (WSIF) Index Scores for SPS Neighborhood Elementary Schools



Sources: Washington State Office of the Superintendent of Public Instruction WSIF Index (combining data from 2014-15, 2015-16, and 2016-17 school years); RSE Index and analysis by City of Seattle Office of Planning & Community Development.

Notes: Map shows WSIF Index scores for Seattle Public Schools (SPS) neighborhood elementary schools and neighborhood K-8 schools. Schools without regular neighborhood attendance areas such as Option schools are not included.

How We Measure the Performance of Neighborhood Elementary Schools

As described previously, we are measuring the performance of neighborhood elementary schools (and neighborhood schools serving kindergarten through eighth grade) using the Washington School Improvement Framework index. OSPI developed the WSIF in 2018 to provide a more holistic view of school performance for identifying schools and groups of students that need additional support.¹⁰³

The inclusion of student growth measures in the WSIF help make this index useful for understanding how well schools are doing in educating children in traditionally underserved communities. Specifically, the WSIF Index includes the following indicators for elementary school students:

- Student proficiency on English Language Arts and math assessments (40%)
- Student growth on English Language Arts and math assessments (50%)
- English language learner progress (5%)
- Attendance rates (5%)

As [OSPI's webpage on the WSIF](#) explains, the WSIF index scores are calculated using data from three academic years. The WSIF scores we analyzed are those in the publicly available dataset from the school years 2014-15 through 2016-17.¹⁰⁴

Additional Considerations

The distribution of academically gifted students among schools is one of the programmatic factors reflected in WSIF scores. Two SPS neighborhood elementary schools, Fairmont Park Elementary and Thurgood Marshall Elementary serve as “Highly Capable Cohort” (HCC) pathway schools in addition to serving general education students.¹⁰⁵ Both of these schools score high on the WSIF, in part reflecting concentrations of HCC students among their student bodies. However, Black, Hispanic/Latino, Native American, and Pacific Islander students are severely under-represented among SPS students identified as Highly Capable.¹⁰⁶ SPS and school community partners are working to expand advanced learning opportunities and identify how to make HCC identification and services more equitable.¹⁰⁷

Concentration of poverty is a key predictor of racial disparities in educational achievement. While this problem is not as severe in Seattle as in most large cities, children of color here are nevertheless much more likely than White children to attend high-poverty schools.

During the 2015-2016 school year in Seattle Public Schools:

- 54% of students of color in primary grades attended a school where at least half of the total enrolled students are poor or low-income.
- In contrast, only 11% percent of their White counterparts attended such a school.¹⁰⁸

Unemployment

Key Findings

- Unemployment rates in Seattle fell dramatically after the Great Recession, but the burden of unemployment continues to fall disproportionately on people of color.
- Blacks, Pacific Islanders, and Native Americans had markedly higher rates of joblessness than Whites in the wake of the Great Recession.
- Higher levels of education correlate with lower levels of unemployment but do not erase racial and ethnic disparities in joblessness.

Why This Matters

In addition to providing income to pay for housing and living expenses, employment can enhance social contacts and build a sense of pride and accomplishment for the employee. With good steady employment, access to credit and loans is also improved. And, when jobs come with benefits such as high-quality health insurance, they can further improve well-being for the employee and their dependents.

When a person becomes unemployed, it can be difficult to bounce back – especially if the person has little savings to rely on. If unemployment persists, it can lead to loss of housing along with increased debt.

What the Data Show in Seattle as a Whole

Consistent with national and regional trends, unemployment rates for Seattle fell dramatically since peaking in the immediate wake of the Great Recession. By 2017, unemployment rates had dropped to pre-recession levels.

The 2018 American Community Survey (ACS) shows an unemployment rate of only 3.1 percent among Seattle residents age 25 to 64. However, the burden of unemployment continues to fall disproportionately on people of color. As of 2018 in Seattle:

- Just 2.9 percent of White residents in this age bracket are unemployed.
- This compares to 3.6 percent among people of color.

The ACS Selected Population Tables provide more detailed data on racial and ethnic disparities. As described previously, the most recent Selected Population Tables date back to the 2011 to 2015 period when the economy was still recovering from the Great Recession. Findings for Seattle from that period, as shown in Figure 47, include the following.

- An unemployment rate among people of color that was markedly higher than that of Whites.
- Unemployment rates for Blacks and Native Americans that were more than twice the joblessness rate among Whites.

Note: Statistics reported here reflect underlying disparities pre-dating the COVID-19 pandemic.

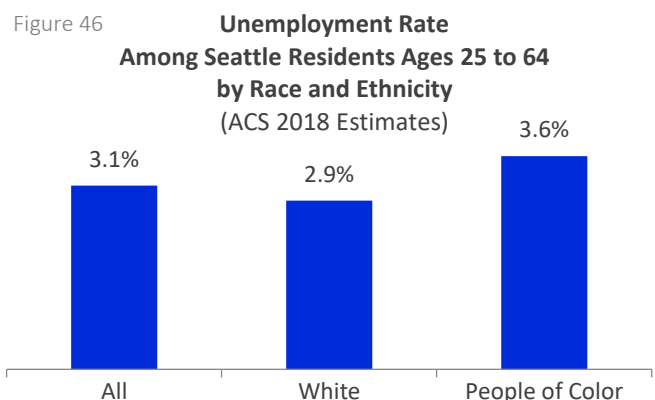
The pandemic is now compounding the economic hardship and inequities experienced by people of color.

Loss of employment and earnings—

Between March 1 and July 25, 2020, residents in King County filed more than 450,000 new unemployment claims. Workers in Black, Native American, and Pacific Islander population groups have been most impacted; more than one in three of these workers filed a new unemployment claim during this period compared to one in five White workers.

Based on responses to its Household Pulse Survey in late July, the Census Bureau estimates that nearly half of adults in the Seattle-Tacoma-Bellevue Metro Area are in a household where someone has experienced a loss of employment income since mid-March 2020.

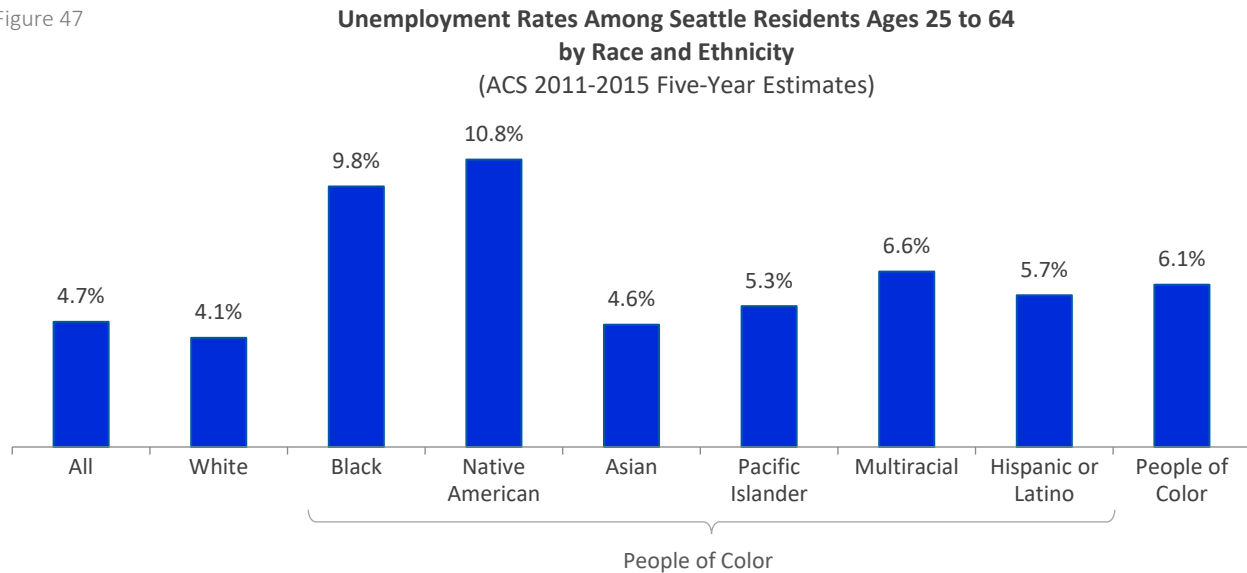
Sources: Public Health—Washington State Economic Security Department; Seattle & King County [COVID-19 data dashboard: Economic, social and overall health impacts](#); and U.S. Census Bureau [Household Pulse Survey](#).



Source: 2018 1-Year American Community Survey (ACS).

Notes: Measured for civilian labor force participants ages 25 to 64. ACS estimates are based on a sample and carry margins of error.

Figure 47



Source: 2011-2015 5-Year American Community Survey Selected Population Tables, U.S. Census Bureau.

Notes: Measured for civilian labor force participants ages 25 to 64. ACS estimates are sample-based and may be unreliable for small population groups.

Differences between racial, ethnic, and origin sub-groups

With the limited sample sizes in the ACS, we need to broaden our view to encompass the Seattle-Tacoma-Bellevue metropolitan area to obtain reliable estimates on unemployment rates for more detailed population groups. Findings based on the 2011-2015 ACS data in the PolicyLink/PERE National Equity Atlas include:

- Substantial variation between Asian subgroups, with unemployment rates lower for some (e.g., South Asians and Japanese) and disproportionately high for others (e.g., Laotians).
- Lower rates of unemployment are associated with higher levels of education; however, racial and ethnic disparities in joblessness remain even among college graduates. For example, the Atlas shows Blacks with a bachelor's degree roughly twice as likely to be unemployed as Whites with a bachelor's degree.

How We Measure Unemployment

We measure unemployment rates among adults ages 25 to 64 who are in the civilian labor force using the ACS. We use the most recent estimates available (2018 1-year estimates) to provide a broad look at this topic, then use the 2011-2015 5-Year Selected Population Tables for detail by race and ethnicity. For information on disparities among more detailed subgroups, we use the PolicyLink/PERE [National Equity Atlas](#) analysis of microdata from the 2011-2015 5-Year ACS.

Additional Considerations

Unemployment rates are measured for people in the labor force and do not reflect persons who have become so discouraged that they have stopped looking for work and persons unable to work due to disability.

Also not reflected are part time workers who would like to work full-time. When conducting community outreach, several of the people we talked with described being able to find only part-time employment or having to work multiple part-time jobs.

Disconnected Youth

Key Findings

- The rate of disconnection from school and work among Black youth is three times as high as it is for White youth and the rate among Hispanic/Latino youth is twice that of Whites.
- Data from the larger Seattle area reveals that Native American, Pacific Islander, and Southeast Asian youth also have disproportionately high rates of disconnection from school and work.

Why This Matters

Attending school prepares youth for the rest of their lives and is a key source of enriching experiences. For youth in traditionally disadvantaged communities, sticking with school and pursuing higher education can offer a path out of poverty. Working provides earnings to pay for day-to-day needs, can help pay for college, and builds skills needed for career advancement.

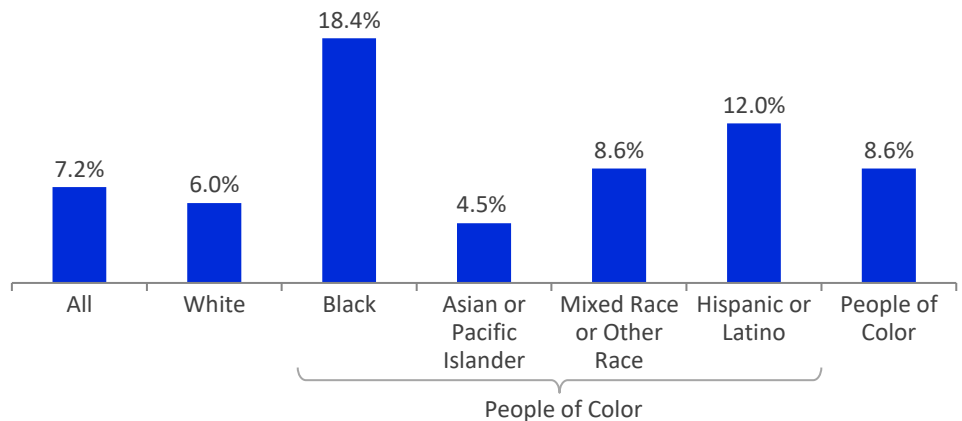
Being disconnected from both school and employment puts youth at risk for unhealthy behaviors, diminishes future earnings, and makes it harder for people to contribute to the communities of which they are a part.

What the Data Show in Seattle as a Whole

Per analysis by PolicyLink and PERE of American Community Survey data collected between 2011 and 2015, an estimated seven percent of all youth in Seattle are neither in school nor working.

- As shown in Figure 48, the lowest rates of disconnection are found among White youth (6 percent) and among Asian youth (about 5 percent).
- The estimated shares of Black youth and Latino/Hispanic youth not in school or working are much higher.
 - At 18 percent, the share of Black youth who are disconnected from both school and work is *three times* the share among their White counterparts.
 - Youth of Latino/Hispanic ethnicity are also disproportionately disconnected; an estimated 12 percent are neither going to school nor working.

Figure 48 **Percent of Youth (Ages 16 to 24) Who Are Not in School or Working by Race and Ethnicity**



Sources: Estimates based on Public Use Microdata Sample (PUMS) from the 2011-2015 5-Year American Community Survey, U.S. Census Bureau. Analysis by PolicyLink and the USC PERE) National Equity Atlas.

Notes: The ACS PUMS data are based on a sample of the original ACS sample and can be unreliable for small population groups.

Note: Statistics reported here reflect underlying disparities pre-dating the COVID-19 pandemic.

National-level analysis of data from the Current Population Survey by Pew Research Center indicates the [share of young people disconnected from both work and school](#) between April and June of 2020 was substantially higher than during the same period in recent years.

“These vulnerable young people are cut off from the people, institutions, and experiences that would otherwise help them develop the knowledge, skills, maturity, and sense of purpose required to live rewarding lives as adults. And the negative effects of youth disconnection ricochet across the economy, the social sector, the criminal justice system, and the political landscape, affecting us all.”

— [Measure of America](#), a project of the Social Science Research Council

These rates of disconnection signal that systemic barriers are preventing many youth of color from getting the kind of start in life needed to benefit from Seattle's economy.

Differences between racial, ethnic, and origin sub-groups

To obtain reliable estimates for youth in smaller racial and ethnic groups, we expand our view to the broader Seattle-Tacoma-Bellevue Metropolitan Area.¹⁰⁹

- These metro area data show very high rates of disconnection from school and work not only among Black youth and Latino/Hispanic youth, but also among Pacific Islander youth and Native American youth.
- Among Asian subgroups in our metro area, youth most likely to be disconnected from work and school are Southeast Asians while those least likely to be disconnected are Chinese youth and Japanese youth.

How We Measure Disconnected Youth

We define disconnected youth as older teens and young adults ages 16 and 24 who are neither enrolled in school nor employed.

This metric is one of several indicators in our monitoring program that tap the [National Equity Atlas](#) created by PolicyLink and the University of Southern California's Program for Environmental and Regional Equity (PERE). PolicyLink and PERE calculated the estimates using the 2011-2015 five-year Public Use Microdata Sample from the Census Bureau's American Community Survey.

Educational Attainment

Key Findings

- Adults age 25 and over in Seattle are highly educated compared with their counterparts in other cities:
 - Of the 50 largest cities in the U.S., Seattle has the highest share of adult residents with a bachelor's degree.
 - Seattle also tops other large cities in the share of people of color who hold a bachelor's degree.
- However, at 53 percent, the share of the people of color in Seattle with a bachelor's degree is nearly 20 percentage points below the share among Whites. The lowest educational attainment rates are found among Blacks, Native Americans, and Pacific Islanders.

Why This Matters

Economic opportunity has largely shifted to college-educated workers. Most jobs in the U.S. paying good wages today go to people who have a four-year degree.¹¹⁰

Manufacturing and other blue-collar jobs paying living wages to employees with high school diplomas have been reduced due to automation and globalization. While good jobs for people with a high school education still exist, recent growth in demand from employers paying good wages has been for workers with more education, including technical training, associate degrees, and—especially—bachelor's degrees and higher.

A 2018 study looking at [educational pathways to “good jobs”](#) found that:

“Overall, the share of good jobs has shifted dramatically to workers who have at least a [Bachelor of Arts]....The B.A. pathway now also has the largest concentration of good jobs; nearly three out of four B.A. jobs (74%) are good jobs, compared to almost half (46%) of middle-skills jobs and one out of three (32%) high school jobs.”

-Georgetown University Center on Education and the Workforce

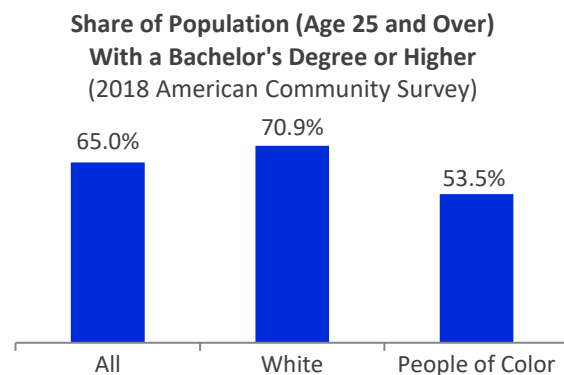
What the Data Show in Seattle as a Whole

As reflected in 2018 American Community Survey (ACS) estimates (summarized in Figure 49), Seattle's adult population is highly educated relative to adults in other cities.

- As of 2018, 65 percent of Seattle residents age 25 and older have a bachelor's degree or higher. Based on this measure, Seattle is the most educated city among the 50 largest cities in the U.S.¹¹¹
- Seattle also ranks first among large cities when it comes to the rates of bachelor's degree attainment among people of color.¹¹²

And yet, at 53.5 percent, the share of the population of color in Seattle who have a bachelor's degree is roughly 17 percentage points below the 71 percent share of Whites in Seattle who have attained a bachelor's degree.¹¹³

Figure 49

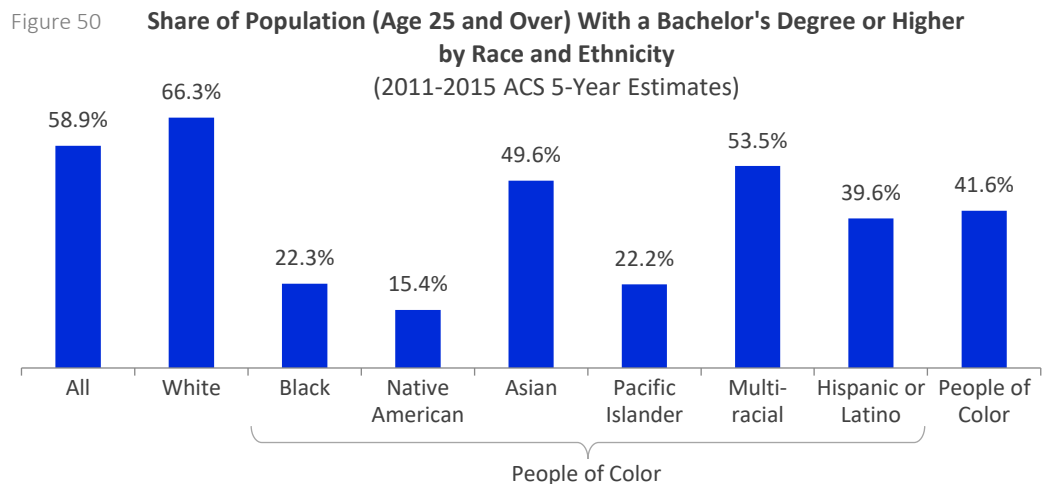


Source: 2018 American Community Survey (ACS) 1-Year Estimates.

Notes: ACS estimates are sample-based and carry margins of error.

ACS Selected Population Tables, most recently released for the 2011 to 2015 five-year period, provide estimates for a broader spectrum of racial and ethnic groups than available in the more regularly published 1-year ACS estimates. Estimates are shown in Figure 50.

- The 2011 to 2015 estimates show all major groups of color trailing Whites by substantial amounts, with bachelor's degree attainment rates of only 40 percent for Hispanics/Latinos and less than 25 percent for Blacks, Native Americans, and Pacific Islanders.
- On a positive note, the shares of people with a college degree has been increasing among people of color as well as the overall population. These increases are part of a longer-term trend in Seattle, our region, and the U.S. as a whole.



Source: 2011-2015 ACS 5-Year Estimates, Selected Population Tables, U.S. Census Bureau.

Notes: ACS estimates are sample-based and may be unreliable for small population groups.

Differences between racial, ethnic, and origin sub-groups

While not shown in this chart, more detailed ACS data reveal additional disparities among Seattle residents.

- Among Asians, some subgroups including Taiwanese and Asian Indian populations have much higher rates of bachelor's degree attainment while others including Cambodians, Vietnamese, and Laotians have much lower rates.
- In general, immigrants trail U.S.-born adults in bachelor's degree attainment rates. Immigrants from Eastern Africa, Central America, Mexico, and Vietnam tend to have lower levels of educational attainment than other immigrants.¹¹⁴

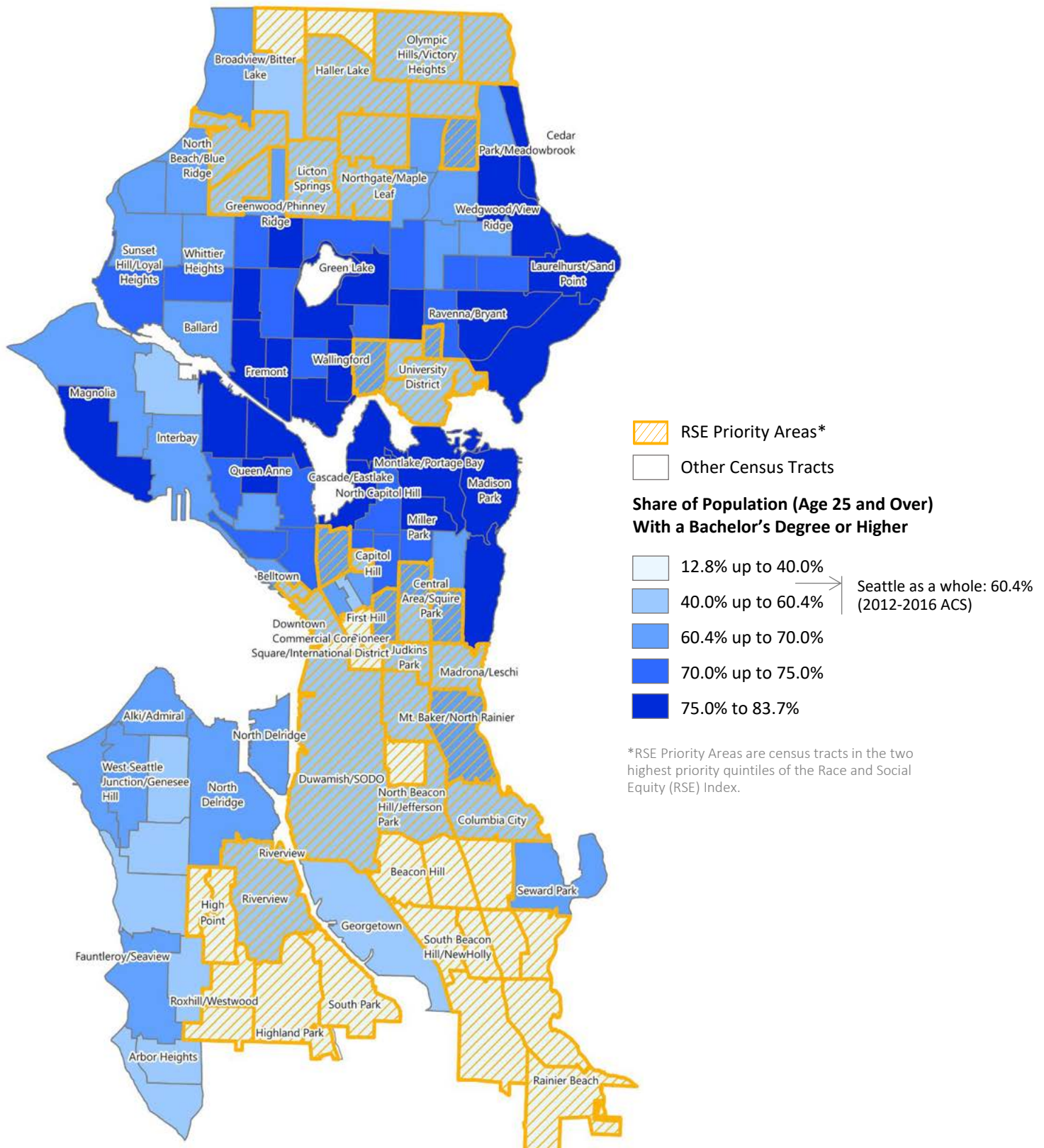
What the Data Show in Seattle's Neighborhoods

The following map shows the share of the adult population age 25 and over in each census tract who have attained a bachelor's degree or above.

- Based on this measure, the highest levels of educational attainment are generally found north of downtown up to 85th and along portions of Lake Washington, and in Magnolia.
- Areas where educational attainment is lower than in Seattle as a whole include most neighborhoods bordering the northern and southern city limits, Northgate and nearby neighborhoods, parts of downtown and the Central Area, most of southeast Seattle, High Point, and areas along the Duwamish River.
- All but a few of the census tracts in RSE priority areas have lower rates of bachelor's degree attainment than found in the city as a whole.

Figure 51

Educational Attainment



Sources: 2012-2016 5-Year American Community Survey estimates, U.S. Census Bureau. RSE Index, City of Seattle Office of Planning & Community Development.

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level.

How We Measure Educational Attainment

We use ACS estimates of the percentage of the population ages 25 and older who have earned a bachelor's degree or higher. We present the 2018 1-year estimates to provide the most recent estimates available then use the 2011-2015 5-Year "Selected Population Tables" for most of the statistics describing differences among more detailed individual racial and ethnic groups. (The map on educational attainment uses five-year estimates from the 2012-2016 ACS, consistent with the estimates used in the RSE Index.)

As we describe in the introduction to this report, educational attainment is also one of the factors that make up the RSE Index. Its inclusion in our report as a stand-alone community indicator reflects the key role educational outcomes play in equitable development. The close correspondence between low rates of bachelor's degree attainment and RSE priority areas is part of a broad pattern linking low educational attainment with other aspects of disadvantage.

Additional Considerations

A mix of factors contributes to Seattle's particularly high and increasing levels of educational attainment. This includes the often-cited draw of Seattle's information-driven economy for well-educated newcomers.¹¹⁵ Another factor is the relatively strong performance of Seattle Public Schools (SPS) among urban school districts in graduates' college degree completion rates. Furthermore SPS' college degree completion rates are increasing both overall and among most students in underserved racial and ethnic groups.¹¹⁶

Still, under half of SPS graduates earn a two- or four-year college degree within six years, with less than 30 percent of historically underserved students of color doing so. While generally narrowing, racial and ethnic disparities also remain in high school graduation rates, precluding many students of color from pursuing college.

Poverty and Near-Poverty

Key Findings

- Despite Seattle’s strong economy, roughly one in six people of color have incomes below the poverty line and three in ten have incomes below 200% of the poverty line—roughly twice the rates seen for Whites.
- Black and Native American residents are the most likely to live in households with low incomes. Earlier in this decade, when Seattle was recovering from the Great Recession, *more than half* of Blacks and Native Americans had incomes below 200% of poverty.

Note: Statistics reported here reflect underlying disparities pre-dating the COVID-19 pandemic. The pandemic is now compounding the economic hardship and inequities experienced by people of color.

Why This Matters

When people are living in or near poverty, they often struggle to meet basic needs and commonly have few resources left for investments to improve their living situation. Challenges can compound over time and lead to other difficulties. As research is revealing, growing up poor can even alter children’s brain development and impact learning.¹¹⁷

Having a low income can make it difficult or impossible for people to afford housing in high-opportunity neighborhoods, and—increasingly—in Seattle altogether. Households with low incomes are also especially vulnerable to displacement.

During our outreach in low-income communities, difficulties affording housing were the challenges we heard about the most. People also described difficulties affording other expenses including transportation costs, high prices charged in groceries stores near their home, fees for using community center programs and exercise facilities, and internet subscriptions.

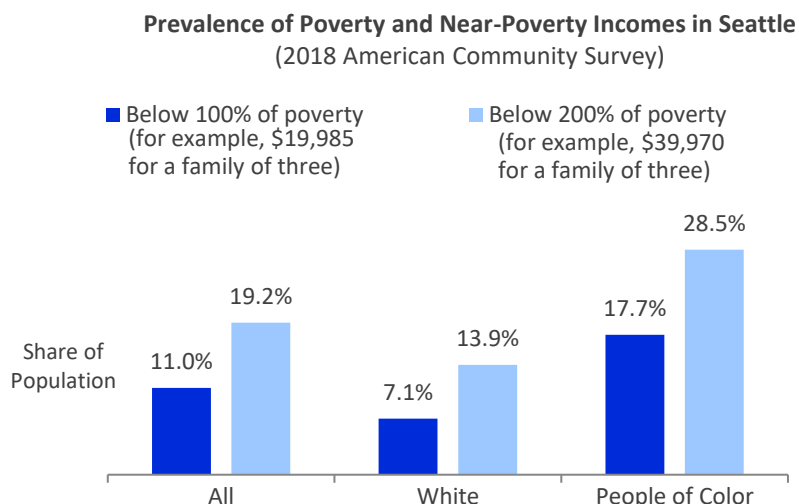
What the Data Show in Seattle as a Whole

This topic looks at the proportion of Seattle residents who are living below the nationally determined poverty thresholds, *and* the proportion of Seattle residents below 200 percent of those thresholds. Given the high cost of living in Seattle, the former thresholds signal severe economic deprivation while the latter provide a fuller picture of the extent of economic insecurity.

Estimates from the 2018 American Community Survey (ACS) show deep disparities between people of color and Whites:

- As shown in Figure 52, about 18 percent of residents of color are living below 100% of poverty compared to 11 percent of White residents.
- Close to 29 percent of people of color are living with incomes below 200% of poverty—which is twice the rate among White residents.

Figure 52



Source: Estimates based on 2018 1-Year American Community Survey (ACS). Estimates for population below 200% of poverty based on Public Use Microdata Sample accessed from IPUMS USA, University of Minnesota, www.ipums.org.

Notes: For the population for whom poverty status is determined. ACS estimates are sample-based and carry margins of error.

ACS Selected Population Tables provide detailed data on racial and ethnic disparities.¹¹⁸ These data were collected between 2011 and 2015 when the economy was still recovering from the Great Recession. The chart in Figure 53 shows estimates of the shares of people with incomes below 200% of poverty. During that period, larger proportions of people had incomes below 200% of poverty than in 2018, with wide disparities between specific groups of color and Whites. Those living below 200% of poverty included:

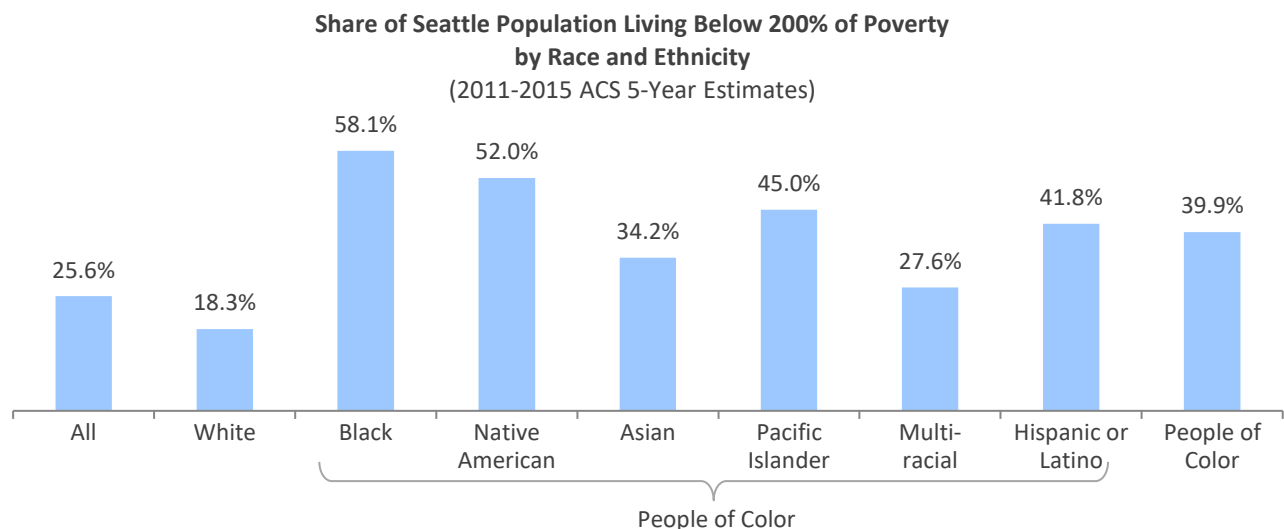
- roughly 40 percent of people of color overall compared to 18 percent of Whites;
- *more than half* of Blacks and Native Americans; and
- more than 40 percent of both Hispanic/Latino persons and Pacific Islanders.

The ACS shows additional groups who are disproportionately likely to be living below or near poverty, including:

- Disabled persons
- People 18 to 24 years of age
- Single-parent, female-headed families
- Women 75 or older living alone or with nonrelatives

Other data show that lesbian, gay, bisexual, and transgender persons are also more vulnerable to economic insecurity, as documented by UCLA's Williams Institute. ([New Patterns of Poverty in the Lesbian, Gay, and Bisexual Community](#), 2013.)

Figure 53



Source: 2011-2015 5-Year American Community Survey (ACS) Selected Population Tables, U.S. Census Bureau.

Notes: For the population for whom poverty status is determined. ACS estimates are sample-based and may be unreliable for small population groups.

Differences between racial, ethnic, and origin sub-groups

Incomes vary greatly *within*—as well as across—racial and ethnic categories and tend to be lower for immigrant populations. The 2011 to 2015 ACS estimates¹¹⁹ show the following for Seattle residents.

- Having an income less than 200% of poverty was much more common among some Asian subgroups (e.g., Chinese, and Vietnamese) than among Asian Indians.¹²⁰
- Over two-thirds of Black immigrants and over half of Hispanic/Latino immigrants had incomes below 200% of poverty.

What the Data Show in Seattle's Neighborhoods

The map in Figure 54 shows the share of the population within each census tract who are living with incomes below 200% of poverty.

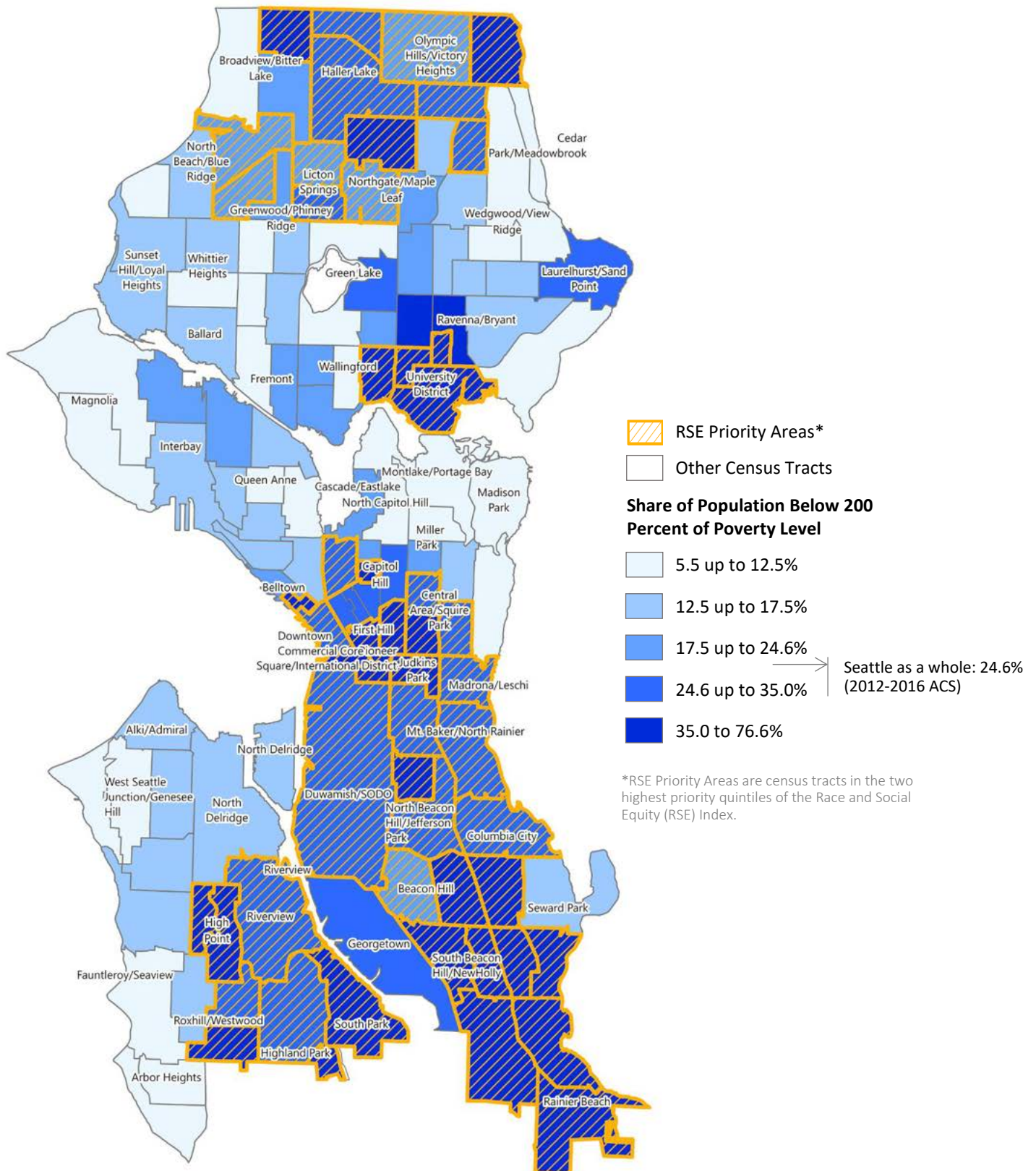
Tracts where near-poverty incomes are disproportionately prevalent include those in:

- Bitter Lake, Haller Lake, Northgate, parts of Lake City, Sand Point, and the University District.
- Much of Downtown and nearby neighborhoods including the Central area, most of southeast Seattle, High Point, areas along the Duwamish River, and most south Seattle neighborhoods bordering the city limits.

All but a few of the tracts in Race and Social Equity (RSE) priority areas have disproportionately large shares of population living below 200% of poverty, demonstrating the higher level of economic insecurity in these areas.

Figure 54

Prevalence of Near-Poverty



Sources: 2012-2016 5-Year American Community Survey estimates, U.S. Census Bureau. RSE Index, City of Seattle Office of Planning & Community Development.

Notes: ACS estimates are based on a sample and can carry large margins of error at a neighborhood level.

How We Measure Poverty and Near-Poverty

This topic uses ACS estimates from the Census Bureau to measure the proportion of Seattle residents who are living below 100 percent of official poverty thresholds, and the proportion who are living below 200 percent of these thresholds.

Poverty thresholds are the same for all places in the continental U.S. regardless of cost of living. When determining whether a person's income is below poverty level, the Census Bureau accounts for the person's age and the number and ages of any family members living in the same household. (Poverty status is not determined for institutionalized persons and persons in dormitories and military group quarters.)

The 2018 1-year estimates that we present are the most recent ACS estimates available.¹²¹ For a closer look at disparities, we use the ACS "Selected Population Tables," published most recently for the years 2011 to 2015. To look at disparities among subgroups, we tap the PolicyLink/PERE [National Equity Atlas](#) analysis of 2011-2015 ACS microdata. (The map uses estimates from the 2012-2016 ACS, which is consistent with the income data in the RSE Index.)

Additional Considerations

As with educational attainment, we include the prevalence of near-poverty incomes as *both* a community indicator of equitable development and a component of the RSE Index. The close correspondence of near-poverty incomes with RSE priority areas reflects links between the lack of sufficient incomes with many other forms of disadvantage.¹²²

Looking at disparities in income levels gives us a limited picture of differences in households' economic well-being. Wealth (i.e., the value of assets minus debts) is also important. Wealth helps people weather economic shocks and live comfortably in retirement. It also provides resources that people can use to do things like invest in higher education for their children, buy a home, and start a business.

Estimates of household wealth are not available at the local level, but national estimates show that wealth is distributed even more inequitably than income. (See sidebar.¹²³)

Wealth inequality surpasses income inequality—Data for the U.S. as a whole show that wealth inequality is far worse than income inequality.

The 2016 Survey of Consumer Finances revealed that the median wealth of White households (\$171,000) was *ten times* that of Black households (\$17,600) and *eight times* that of Hispanic/Latino households (\$20,700).

Full-Time Workers in or Near Poverty

Key Findings

- People of color, especially Black persons and persons of Hispanic/Latino ethnicity, are more likely than Whites to be economically insecure even when working full-time:
- Analysis of 2011-2015 American Community Survey (ACS) data for Seattle finds that roughly 14 percent of the people of color working full-time were living at or below 200 percent of poverty making them three times as likely as their White counterparts to be living with incomes this low.
- The prevalence of near-poverty incomes among workers was even higher among Blacks, with nearly 25 percent of Blacks workers employed full-time living below 200% of poverty.

Note: Statistics reported here reflect underlying disparities pre-dating the COVID-19 pandemic. The pandemic is now compounding the economic hardship and inequities experienced by people of color.

Why This Matters

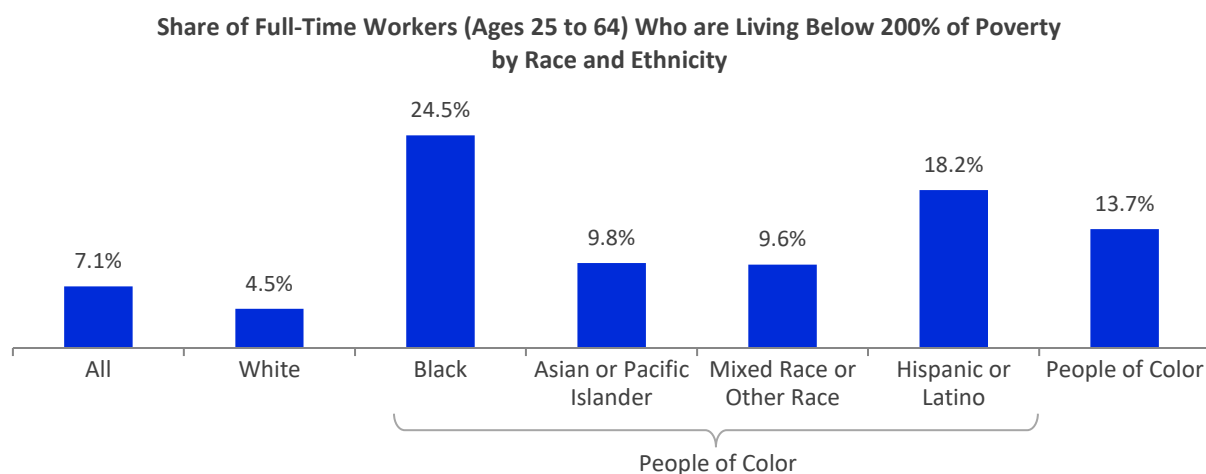
Steady employment in jobs that pay living wages provides opportunity for improving one's overall standard of living, health, and housing security. When adults in a family have steady, well-paying jobs their dependents benefit as well. However, when people are trying to survive on less than living wages, it is difficult to provide for even the basic needs of shelter, food, and health care.

When we asked people in the community about resources needed to foster economic opportunity, we heard about the importance of job training, employment search assistance, and good jobs that pay a living wage. People spoke specifically about the need for more full-time jobs that pay enough to enable people to afford rent or allow households to one day purchase a home.

What the Data Show in Seattle as a Whole

Analysis of 2011-2015 ACS 5-Year data by PolicyLink/PERE shows about 7 percent of full-time workers ages 25 to 64 living with incomes below 200 percent of poverty. There are, however, dramatic differences in these estimates based on race and ethnicity, as shown in Figure 55.

Figure 55



Source: Estimates based on Public Use Microdata Sample (PUMS) from the 2011-2015 5-Year American Community Survey, U.S. Census Bureau. Analysis by PolicyLink and the USC Program for Environmental and Regional Equity (PERE), www.nationalequityatlas.org.

Notes: For full-time workers age 25 to 64 living in Seattle. The ACS PUMS data are based on a sample of the original ACS sample and can be unreliable for small population groups.

The U.S. Bureau of Labor Statistics (BLS) produces an annual profile of the “working poor” using a different Census Bureau survey.¹²⁴

The BLS profiles also reveal disproportionalities by sex and family composition. Education, however, makes a big difference, with the likelihood of a labor force participant being poor diminishing as educational attainment increases. (See sidebar.)

How We Measure the Percentage of Full-Time Workers In or Near Poverty

This indicator examines the prevalence of near-poverty incomes among full-time workers age 25 to 64 residing in Seattle. We use the 200 percent of poverty thresholds to identify near-poverty incomes (as we did with the previous indicator for the broader population.) This captures not only the worker’s income but also the income of any family members living in the same household.

The main source for this indicator is the analysis of the “working poor” in the PolicyLink/PERE [National Equity Atlas](#). The statistics reported in the Atlas are based on analysis of microdata from the Census Bureau’s 2011-2015 ACS. These were the most recent ACS estimates available in the Atlas at the time we wrote about this indicator. PolicyLink and PERE note that they plan to update the data in the Atlas periodically.

Additional Considerations

Other ACS data beyond the those reported above show that economic insecurity is more common among part-time workers than among full-time workers, with the poverty rate for part-time workers much closer to that for residents who were not employed than for those who worked full-time.¹²⁵

Additional groups who differ in likelihood of being among the U.S. working poor:

- Women are more likely than men to be classified as working poor, particularly among labor force participants ages 16 to 34.
- Looking at families with at least one labor force participant finds those with children to be more than four times as likely as those without children to be living below poverty level.
- People in the labor force with an associate degree are about one fourth as likely to be among the working poor as those without a high school diploma.

Findings from [A profile of the working poor, 2017](#), U.S. Bureau of Labor Statistics

Business Ownership

Key Findings

- People of color own a disproportionately low share of businesses in Seattle. Close to a third of the adult residents in Seattle are people of color but less than a quarter of firms here are owned by people of color.
- There are especially deep disproportionalities in the ownership of firms with employees. For example, while Black persons are roughly 7 percent of Seattle’s adult population, only 1.5 percent of the employer firms in the city have Black ownership.

Why This Matters

While subject to risk, owning a business can provide especially fulfilling work. Owning a business also provides opportunities for upward mobility—and, as research indicates—can reduce income and wealth disparities between people of color and Whites.¹²⁶

Hiring employees can enable business owners to increase profits while extending economic opportunity to others in the community. Furthermore, culturally relevant goods and services offered by entrepreneurs of color and immigrant businesses play a unique role in anchoring cultural communities and bolstering residents’ sense of belonging.

What the Data Show in Seattle as a Whole

The Census Bureau’s Survey of Business Owners (SBO), conducted every five years since 1972, shows that firms owned by people of color are a growing part of the economy in the U.S. and in Seattle.

However, the most recent estimates from the survey, which are from 2012, show that people of color are generally under-represented in business ownership.¹²⁷

In Seattle, as shown in Figure 56:

- Roughly a third of adult residents are people of color; however, less than a quarter of privately held firms in the city are owned by people of color.
- Asians, Blacks, and Hispanics/Latino persons are underrepresented among business owners.

(Sample sizes in the SBO are too low to provide reliable estimates for smaller population groups in Seattle.)

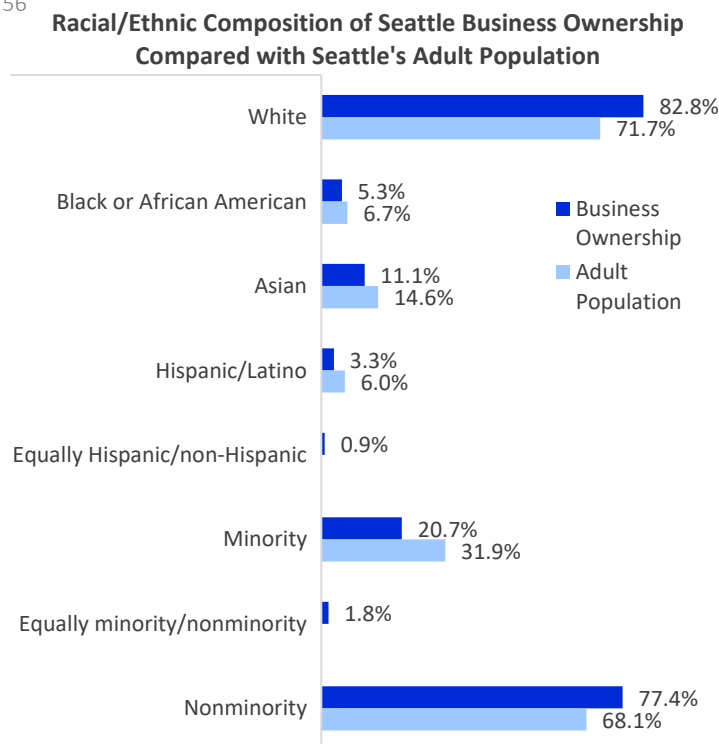
Note: Statistics reported here pre-date the COVID-19 pandemic and associated business closures.

In a [working paper](#) on the impact on small business owners, UC Santa Cruz professor Robert Fairlie estimates that in the U.S. as a whole, the number of working business owners fell by 22 percent between February 2020 and April 2020.

He found large disparities, writing: “African Americans experienced the largest losses, eliminating 41 percent of business owners. Latinx also experienced major losses with 32 percent of business owners disappearing between February and April 2020. Immigrant business owners suffered a large drop of 36 percent, and female business owners suffered a disproportionate drop of 25 percent.”

Fairlie’s findings, based on the Census Bureau’s 2020 Current Population Survey, are reported in the [Washington Post and Seattle Times](#).

Figure 56



Sources: 2012 Survey of Business Owners (SBO) estimates and 2011-2013 American Community Survey (ACS) 3-year estimates, U.S. Census Bureau.

Notes: Estimates exclude publicly owned companies and other businesses for which owner demographics are not classifiable.

See Table 4 for additional notes.

Comparing patterns in ownership of firms with employees and firms without employees provides additional insights.

- Asians are better represented among owners of employer firms than are other groups of color. Asians comprise close to 15 percent of the adult population in Seattle and are estimated to own almost the same share of Seattle’s employer firms.¹²⁸ Asians are, however, under-represented as owners of non-employer firms.
- While Blacks comprise a little under 7 percent of adults in Seattle, the share of employer firms that they own here—just 1.5 percent—indicates severe disparity. (At the same time, data suggest little disproportionality in their ownership of non-employer firms.)
- Persons of Hispanic/Latino ethnicity are under-represented in ownership of both employer and non-employer businesses.

Table 5 details these estimates.

The low rates of employer-firm ownership among Blacks and Hispanic/Latino are especially concerning given that firms with employees generate more revenue and tend to be more profitable than non-employer firms.¹²⁹ Research suggests that higher rates of employer-firm ownership among Blacks and persons of Hispanic/Latino ethnicity would not only improve economic prospects for these business owners, but also reduce joblessness in their communities.¹³⁰

Table 5

2012 Survey of Business Owners (SBO)			2011-2013 American Community Survey (ACS) 3-Year Estimates	
	Ownership of Employer Firms	Ownership of Non- Employer Firms		Adult Population
Race:			Race:	
White	82.3%	82.9%	White	71.7%
Black or African American	1.5%	6.4%	Black or African American	6.7%
Asian	14.3%	10.2%	Asian alone, not Hispanic/Latino	14.6%
Ethnicity:			Ethnicity:	
Hispanic/Latino	2.2%	3.6%	Hispanic/Latino	6.0%
Equally Hispanic/non-Hispanic	1.4%	0.7%		
“Minority” or “Non-Minority:”			Race/Ethnicity (cross-tabulation):	
Minority	19.0%	21.3%	Persons of color	31.9%
Equally minority/nonminority	2.5%	1.6%		
Nonminority	78.6%	77.1%	White, not Hispanic/Latino	68.1%
Sources: Estimates from 2012 SBO and 2011-2013 3-Year ACS, U.S. Census Bureau.				
Notes: Percentages for firm ownership add to more than 100% because firms can be owned by more than one person and individual owners can be of more than one race.				
Data for firms reflect race and ethnicity of person(s) owning 51% or more of a firm excluding publicly held companies and other firms for which owner demographics are not classified. Hispanic/Latino persons may be of any race. The first three races listed first in the table refer to persons who may or may not be Hispanic/Latino. Firms can be owned by more than one person, and thus equally owned by minority and non-minority persons.				
SBO estimates and ACS estimates are sample-based and carry margins of error. Estimates for small populations may be unreliable and should be interpreted with caution. The smallest racial groups are not shown due to high margins of error.				

How We Measure Business Ownership

We measure ownership of businesses based on the Census Bureau's 2012 [Survey of Business Owners](#) (SBO). Business ownership statistics are complicated in that a business can have multiple owners. The SBO reports ownership characteristics for person(s) owning 51 percent or more of the business. To gauge disproportionalities, we look at the shares of firms owned according to owner race and ethnicity then compare these shares to the percentages of the adult population in each group using data from the 2011-2013 American Community Survey 3-year estimates.

The Bureau is replacing the SBO with a new survey called the [Annual Business Survey](#) (ABS), first conducted in 2017 with data releases planned to begin shortly.¹³¹

APPENDIX A

Community Engagement

As described in the introduction to the report, guidance from Resolution 31577 and the Equitable Development Initiative Implementation Plan place community engagement front and center in the Equitable Development Monitoring Program (EDMP).¹

This appendix provides details on the ways in which we engaged the community—and used findings from previous community-centered reports and engagement processes—to inform the selection of the community indicators and design the overall monitoring program.

A key criterion for selecting the indicators was their ability to measure aspects of equitable development that community members described as especially important. The narrative in the report for individual indicators highlights some ways in which the things measured by the indicators are especially salient to the community. This appendix provides a summary of the messages we heard for each of the four broad themes—Home, Community, Transportation, and Education and Economic Opportunity—into which the indicators are organized.

In closing, this appendix notes how we applied the City’s Race and Social Justice principles and associated guidance from the City’s Racial Equity Toolkit to plan community engagement and other important aspects of the monitoring program.

Approach and Input Sought

The community engagement process included involvement of City boards and commissions, consultation and logistical assistance on outreach from Department of Neighborhoods staff, and conversations with close to two hundred residents and community practitioners.

While we varied the specific wording of the questions we asked depending on the format and stakeholders we were connecting with, the community engagement we conducted sought insights into the following central questions:

- What are the most important outcomes to measure in order to understand whether growth and development in Seattle is benefiting marginalized communities?
- What do neighborhoods need in order to promote inclusive access to opportunity and overall well-being of residents? Which of these things are especially salient to residents themselves?

Our conversations with boards and commissions, community practitioners, and City staff colleagues, also sought input on additional aspects involved in the design of the indicators and the overall monitoring program:

- How can we use readily available data to capture important community outcomes?

¹The EDMP encompasses two sets of indicators: 1) community indicators of equitable development, which we are beginning to monitor with this baseline report and 2) heightened displacement risk indicators, which we are using an online website for reporting.

While the findings in the current report focus on the first set of indicators, much of the community engagement has sought to inform the design of both sets of indicators and—more broadly—to provide insights to help us make the overall program effective. This appendix summarizes the majority of community engagement conducted thus far in the EDMP, with the exception of engagement focused more narrowly on reviewing heightened displacement risk recommended by the Urban Displacement Project.

- What important community outcomes are we unable to measure with readily available data and resources that OPCD should seek to address in future monitoring?
- Are there potential ways that the equitable development monitoring process might harm marginalized communities, and if so, what can we do to mitigate those harms?

Involvement of Community Leaders and Practitioners

City Boards and Commissions

Equitable Development Interim Advisory Board and the Seattle Planning Commission

The original guidance for designing of the EDMP identifies special roles for the Equitable Development Interim Advisory Board and the Seattle Planning Commission: advising on the selection of the indicators, making recommendations to City officials based on monitoring findings, and helping to guide future evolution of the program.

- The Equitable Development Initiative (EDI) Advisory Board is comprised of leaders working with historically underserved populations and communities of color, many of whom are in neighborhoods experiencing displacement pressures. These neighborhoods include, but are not limited to, the Central Area, Rainier Beach, Delridge, South Park, Chinatown-International District, Little Saigon, Northgate, and Lake City. The board helps guide the [Equitable Development Initiative](#) and aids the City in selecting projects for the funding that OPCD administers to support community-driven [equitable development projects](#).
- The [Seattle Planning Commission](#) (SPC) advises City officials and departments on broad goals, policies, and plans for the physical development of the city. Among its members are architects and other professionals with planning and housing expertise, people working with nonprofit organizations, and community advocates. The Commission acts as a steward of the Comprehensive Plan and helps the City evaluate potential changes to the Comprehensive Plan. The Planning Commission was a key voice supporting elevating the core value of Race and Social Equity in the most recent major update of the Comprehensive Plan.

In in designing the EDMP, OPCD worked with the membership of these bodies during many of their regular meetings and in specialized workshops. Their members participated early on by generating ideas on topics to measure, helped vet approaches to monitoring, and provided feedback that we used to select specific metrics for monitoring. The fall 2018 Community Convening hosted by EDI staff and Advisory Board members was a major source of input and inspiration for the EDMP. Our presentations to the full [Planning Commission](#) can be found online; working sessions with SPC's Housing & Neighborhoods Committee allowed us to obtain more detailed feedback.

Additional Engagement of City Boards and Commissions

On September 28, 2018, OPCD hosted an in-depth, joint workshop for City Boards and Commissions to help design the indicators for the EDMP. Representatives from the Seattle Planning Commission, the Equitable Development Interim Advisory Board, and thirteen additional boards and commissions joined us for this workshop which:

- Helped OPCD to prioritize measurements of equitable development, particularly those that may be most meaningful for marginalized communities.
- Provided insights that will help OPCD select neighborhood-based features of access to opportunity and quality of life that are most important from an equity perspective.
- Brainstormed ideas about how to capture hard-to-measure aspects of equitable development, such as cultural displacement, presence of culturally-relevant businesses, and early warning signs of displacement.

Workshop invitations focused on boards and commissions that work directly on planning , development, and housing issues; and on those advising City officials on serving marginalized and historically underserved groups. Representatives from the following Boards/Commissions participated:

- Arts Commission
- Commission for People with Disabilities
- Community Technology Advisory Board
- Equitable Development Interim Advisory Board
- Housing Authority Board
- Housing Levy Oversight Committee
- Human Rights Commission
- Immigrant & Refugee Commission
- Indian Services Commission
- Mayor’s Council on African American Elders
- Renters’ Commission
- Seattle-King County Advisory Council on Aging and Disability Service
- Seattle Planning Commission
- Transit Advisory Board
- Women’s Commission

(The LGBTQ Commission and Youth Commission were also invited but did not attend.)

2018 EDI Community Convening

On Nov 14, 2018, OPCD’s Equitable Development Initiative brought together a group of over ninety community leaders and practitioners working to advance race and social equity. Those participating included volunteers and staff with community-driven organizations that have received funding through OPCD’s [Equitable Development Initiative](#). The broad purpose of the convening was to identify opportunities for collaboration.

As part of the convening, monitoring program staff had the opportunity to tap the insights of participants in break out groups to help inform the EDMP. Participants in all six breakout groups described how they anticipated using the monitoring reports and provided suggestions on how to make the monitoring reports useful.

In addition, each breakout group discussed one of the following topics, with questions aimed to elicit conversation on some of the more challenging and nuanced aspects of designing the monitoring program:

- Beyond proximity—Several of the indicators in the monitoring program will focus on whether residents have access within their neighborhoods to amenities like grocery stores, parks, community centers, and transit stops. However, in talking with residents, we have often heard that having these amenities nearby is important but not sufficient. What makes neighborhood amenities and services like these accessible, usable, and relevant to existing neighborhood residents?
- Cultural resources and community anchors—What makes a community space an important resource or anchor for a culture or ethnic community? How do these spaces interact with neighborhood change or help prevent displacement? In addition to the City’s Seattle Cultural Space Inventory, what information could identify the spaces that serve as true cultural resources and community anchors?
- Displacement—What are the signs of displacement, both impending and occurring, that you are seeing in the communities where you live and in the communities that you work with? What are ideas, beyond those we have provided, to you have for measuring displacement and heightened risks of displacement?

Direct Engagement with Community Members

To further ensure that the indicators in the EDMP reflect issues and aspects of livability especially important to marginalized persons, we conducted direct engagement with community members. We prioritized opportunities that allowed us to hear about the concerns and priorities of people of color, immigrants and refugees, low-income persons, and people living in neighborhoods experiencing displacement pressure.

Accordingly, we spoke primarily with residents living in neighborhoods that the Seattle Race & Social Equity Index map indicates as high priority areas and that the Displacement Risk Map in the Seattle 2035 Growth and Equity Analysis shows as being at higher risk of displacement.²

The Department of Neighborhoods (DON) and its Community Liaison program provided invaluable assistance. This included briefing us on community concerns of which they are aware based on longstanding work in neighborhoods. They also advised us on how to conduct an inclusive engagement process within our limited staff resources and budget.

With DON's assistance, we engaged community members in a variety of ways including conducting interviews at community festivals and hosting neighborhood focus groups. DON staff were instrumental in arranging logistics in a way that eliminated as many practical barriers as possible for participants. This included compensating focus group participants for their time and providing food and childcare. Furthermore, DON's Community Liaisons enabled us to conduct surveys and focus groups with the help of translation and interpretation.

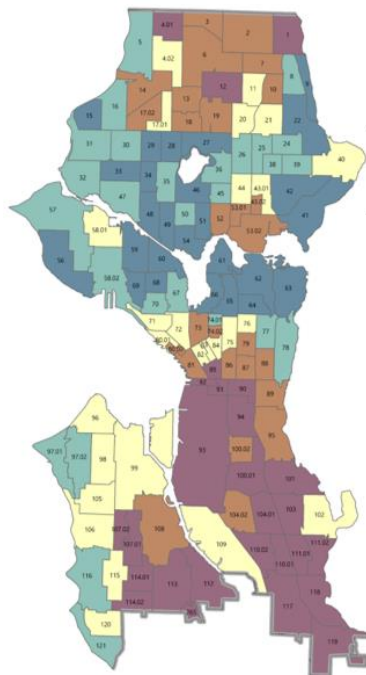
Following are key examples of community engagement activities we conducted:

- New Holly Family Fun Fest and Health Fair, interviews and surveys, August 2018
- Lao Summer Festival in Rainier Beach, interviews and surveys, September 2018

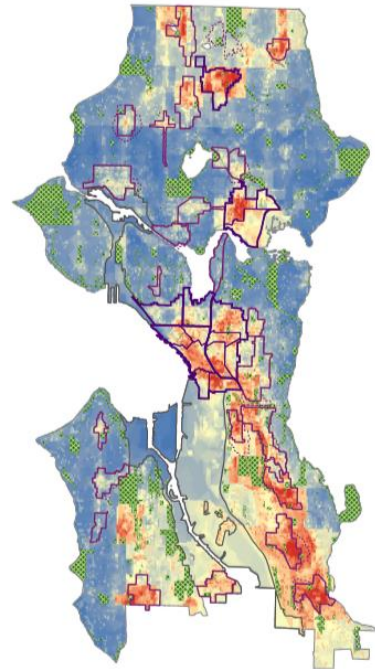
When conducting direct community engagement, we spoke primarily with people in:

- neighborhoods identified as priority areas in the Race & Social Equity Index (brown and purple areas on the map below and to the left), and
- neighborhoods identified as high risk in the Displacement Risk Index (orange and red areas in the map below and to the right).

Race & Social Equity Index



Displacement Risk Index



² The Race and Social Equity Map is shown in the Introduction to this report and is available as an interactive map online [here](#). The Displacement Risk map is pictured on page 18 of the [Seattle 2035 Final Growth and Equity Analysis](#) (May 2016) associated with the most recent major update of the City's Comprehensive Plan.

- “Yesler on the Move” Transportation Fair at Yesler Community Center— interviews and surveys with residents of the Yesler community as well as the nearby Chinatown-International District neighborhood, October 2018
- Cleveland High School—Discussion with 11th grade Social Studies and Humanities students engaged in a class “StorySLAM” project to take a narrative snapshot of their changing Beacon Hill and South End neighborhoods, October 2018
- [People's Academy for Community Engagement](#) (PACE) —survey of participants in leadership program that supports and trains community members to be effective civic activists and leaders, October 2018.
- Neighborhood-specific focus groups—discussions with Community Liaisons and other neighborhood residents in South Park and Northgate/Lake City, November 2018

A few of the key questions we asked in many of the venues are listed in the accompanying text box. We invite readers to contact us for the full menu of questions and other community engagement materials.

What We Heard

Directly below, we describe overall takeaways from the engagement we conducted to enable us to reflect community priorities and needs in the EDMC community indicators. We have summarized these points under the same four themes we use in the body of the report to organize the Community Indicators of Equitable Development.

Following these summaries are notes from the September 2018 workshop (described previously) in which representatives from City boards and commissions provided input to help us design both the Community Indicators of Equitable Development (the subject of this report) and the Indicators of Heightened Displacement Risk (which we are using a dashboard to monitor).

HOME—What we heard

Community needs

Nearly every resident we spoke with reported that housing affordability was the main challenge affecting their community.

The need for affordable rental options was at the top of almost everyone’s mind. Making sure equitable home ownership opportunities are available was an important issue for many. Community members described their most pressing housing needs as:

- More availability of housing that meets the needs of long-term residents rather than prioritizing recently-arrived, higher-income residents.
- Increasing supply of subsidized housing affordable to low-income households, or housing with equally affordable rents.
- Family-sized housing with more than three bedrooms that is affordable for families with low incomes.
- Clean, safe conditions including addressing mold, in rental housing.

Some of the questions we asked community members:

1) General Questions on Equitable Development:

We’d like to ask some questions about how you and others in your community are doing as change and development happens in Seattle and in your neighborhood? Which comes closest to how you feel:

- We are mostly benefiting from change and development
- We are mostly struggling due to change and development
- It’s a mix.

Follow up:

- What are some examples of how people in your household and community are [benefiting and/or struggling]?
- [If “struggling” or “it’s a mix”]
What would need to happen for people in your household or community to benefit more fully as the city grows and as neighborhoods develop?

2) Place-Based Access to Opportunity and Neighborhood Livability

- Please name three things you need to have in your neighborhood or the larger area in which you live in order to have a good quality of life and access to economic opportunity.
- What is especially important to have within walking distance in your neighborhood?
- What are the most important things that influence your decision to live in a neighborhood?
- What cultural resources are most important to have in your neighborhood?

Community experiences

High housing cost burdens, the risk of displacement, and poor housing conditions in affordable and subsidized housing were key challenges residents reported facing. Many expressed frustrations with the limited number of affordable units in new, mixed-income developments, and many cited long waiting lists for subsidized housing. Some also noted that benchmarks for affordable rent based on rising median incomes in Seattle were unrealistic for their own community, and that the rents charged in a great deal of housing marketed as affordable do not feel manageable at their income level. We also heard that long-term homeowners face financial hardship due to increases in property taxes associated with gentrification of historically lower-income neighborhoods.

Community—What we heard

A key goal of the outreach we conducted was to get a good understanding of what people, especially people in marginalized communities, feel is most important to have in their neighborhood.³

Key components of livability

- **Essential amenities:** When asked to identify what is most important to have in a neighborhood within walking distance, community members most commonly mentioned grocery store and transit stops. Other priorities included good schools; health clinics and other community health resources; community centers and gathering spaces; clean, safe parks; a library; and a place to access Wi-Fi.
- **Cultural anchors:** Beyond basic proximity to services, community members spoke about the need for equitable development efforts to strengthen and preserve cultural anchors. Many of the stories we heard were about seeing cultural anchors uprooted and dispersed as real estate and other costs of living rise and push individuals, organizations, and businesses out of their historic communities. Neighborhood resources that community members elevated as cultural anchors included locally-owned businesses, places of worship, community centers, libraries, grassroots organizations, and gathering spaces that are community-controlled. In addition, visible representation of local cultures through public art, building design and cultural festivals were noted as important.
- **Community gathering spaces:** Accessible, safe community gathering space was described as important across communities. From public parks and community centers to affordable meeting places for grassroots organizations and artists, community gathering space serves as an essential resource for community cohesion, resilience, and cultural health.
- **Parks and community centers:** Community centers and clean and safe parks were seen as important resources, especially for keeping youth busy, healthy, and engaged in their community. Communities also rely on parks, along with community centers, as spaces to practice culture. Cultural practices mentioned include festivals, family gatherings, and community-led classes in cultural sports, dance, and crafts.

³ While we typically phrased questions on neighborhood livability in terms of what is important to have within walking distance in the neighborhood, we realized in hindsight that this aspect likely got lost in a few cases as the conversation progressed. Additional structure to interviews could have better defined the distances people regarded as being within a convenient walk, and the services and amenities that were especially important to have within that distance compared with those that are also important but could acceptably be located within the more general area, or within a certain number of minutes by transit or car. Conducting additional outreach with more structured interviewing could provide more specific feedback that would be useful for refining proximity-based metrics used in the indicators.

Barriers to meaningful access:

A clear point that emerged from our outreach is that physical proximity to resources like parks and community centers does not mean that these spaces are accessible to residents. Public safety concerns, cost, and lack of cultural relevance were cited as common barriers to fully benefiting from local amenities and services.

Parks, for example, are inaccessible to residents if they are hosts to criminal activity or littered with dirty needles. Poor air quality, proximity to industrial pollution, and dangerous traffic conditions are also barriers to walking or enjoying local parks.

Similarly, a community center may not be accessible if it is inadequately staffed, does not provide recreational opportunities at a price that low-income residents can afford, or if it does not offer culturally relevant services.

Community practitioners and residents also commonly described the importance of grocery stores offering a good selection of affordable and culturally-relevant food.

Transportation—What we heard

Safe transit stops and connectivity to jobs and services

Being able to easily walk to a transit stop was one of the most important resources community members pointed to. They also expressed a need for local transit options that provide access to routes that connect to a diverse set of destinations. This was especially important for residents who rely fully on transit to travel to their jobs, school, and service locations.

However, we also heard concerns about public safety issues including poorly lit streets and criminal activity that interfere with residents' ability to fully benefit from local transit options.

Cost was another key consideration that people mentioned when discussing access to transit. For those who work multiple jobs or work part time at lower wages, we heard that traveling to multiple destinations in a day can presents a high cost burden, especially when transferring between transit systems requires an additional fare.

Bus schedules and transit stop locations responsive to community needs

People provided specific examples of how bus schedules and transit stop locations should be responsive to local needs. For example, we heard that buses with extended weekend and evening service best serve low-wage and part-time workers who need transportation to evening and weekend shifts.

Community members also noted that stop locations should consider and promote access to key local amenities like libraries, community centers and parks. In Lake City, residents noted that they were impacted by recent removals of specific bus stops in their neighborhood that they had previously relied upon to travel to locations like the library and community center, both of which provide youth engagement and educational opportunities.

Education and Economic Opportunity—What we heard

High quality education and engagement opportunities for youth

Improving equity in Seattle’s education system was commonly mentioned as a high priority for the parents and guardians we spoke with. Making sure their children can receive the best education, on par with what is available in high-income areas, was discussed by parents as key to combat cycles of poverty, homelessness, and crime experienced in their communities.

There was also widespread sentiment that equitable investment in economic opportunity would begin with increasing the quality, quantity, and affordability of youth programs in low-income communities and communities of color. Resident visions of neighborhoods with equitable educational opportunities include:

- Proximity to high-quality, well-funded schools
- After-school programs and other youth engagement opportunities for a range of age groups
- Local youth employment programs

When people were telling us about the importance of community facilities such as parks, community centers, and libraries, they very often mentioned the importance of these places for providing youth with a safe place in which they could engage in healthy and productive activities.

Local jobs and employment resources

Several of the people we spoke with noted difficulties that they were having accessing jobs. Some described only being able to find part-time work while others noted having to travel long distances to work. Frustrated with enduring long commutes on slow bus routes, several people noted that they wished they could afford a car.

Community members also included neighborhood amenities like libraries and daycares as factors that influence access to economic opportunity. Affordable daycare options support working families, and libraries provide access to services like homework help and free internet access to search for jobs.

Community members emphasized the need for nearby jobs that employ local residents. When asked about how to measure equitable jobs access, community stakeholders suggested tracking proximity to well-paying jobs and jobs that marginalized residents could qualify for, along with job training pathways that lead to higher wages and the potential for promotion.

Wealth-building opportunities

Finally, possession of wealth and access to wealth-building opportunities was noted as important to economic opportunity. Home ownership and business ownership by immigrants and people of color were commonly mentioned.

Rising real estate costs, property taxes, and displacement pressure

Stakeholders, practitioners, and residents all described intense economic pressure associated with increasing costs of residential and commercial properties. As their neighborhoods gentrify, marginalized communities struggle to make ends meet. In addition to displacement pressure felt by tenants who rent their homes, we heard that homeowners are struggling to pay property taxes, and that small businesses are having increasing difficulty staying in Seattle neighborhoods. We heard that many of the businesses serving communities of color had already left Seattle and were now more likely to be found in southeast King County in places like Kent.

What we Heard at the Boards and Commissions Workshop

CULTURAL ASSETS & CULTURAL DISPLACEMENT BREAKOUT GROUP

What are some important cultural assets for communities to have in their neighborhood or the broader area?

- Restaurants (reflecting local culture)
- Grocery stores selling ethnic food options
- Churches and other sanctuary spaces
- High quality schools
- Safe recreation spaces, community centers, and other gathering spaces (e.g. hookah lounges) where community members feel safe and comfortable (not needing to acculturate)
 - Especially lacking: spaces where youth and seniors feel safe
- Affordable, accessible gathering spaces for culturally relevant activities, including:
 - Sports (esp. culturally relevant sports)
 - Performances, and celebrating/practicing culture
 - Note: Renting community spaces can be prohibitive to community groups, and spaces that are City managed become more expensive or are taken away (City has ability/responsibility to directly influence access in these cases)
- Arts that celebrate culture
 - Performing arts
 - Visual art and design that is integrated into the community and reflects local culture (including building design)
- Home ownership
- Sanctuary spaces and activity times for people with disabilities
- Culturally relevant businesses and business leaders
- Mental and physical health services
- Family!!!

Additional observations

- All feel very negatively about gentrification of their neighborhoods and community
- Why does growth have to be either or? Why can't communities develop without displacement?
- Recognizing seniors, youth, and people with disabilities as cultural groups – to preserve and promote resources and spaces that are safe and relevant to these groups

Are changes happening that are making cultural assets and resources more or less accessible in and around Seattle's neighborhoods?

- All assets and resources are becoming less available and more expensive
- There are more and more signs about what's being lost - e.g. literal signs to commemorate cultural assets that have been displaced rather than preserving those cultural assets
- Can neighborhoods be protected from displacement rather than allowing rich white people to control and benefit (profit) from growth
- Urban village strategy doesn't reflect historic choices that privilege white people who own single family houses
- SYSTEM FAILURE - institutional and systemic violence and structural racism drives displacement and prevents collectivistic community

Opportunities/suggested strategies to address these changes

- Pathways to return for residents and businesses
- Establish a City-driven intent to protect the International District
 - Create cultural pride within cultural communities
- Support community ownership of land, space, resources
 - Give residents the first right to purchase homes

- Reverse red lining to prevent white developers from building in, and profiting from, communities that had historically the only places where Communities of Color could own homes and businesses
 - Expand housing and businesses opportunities in areas where Communities of Color were previously prohibited
- City advocacy in [Sound Transit 3 \(ST3\)](#) for Communities of Color
 - We know light rail is a catalyst for displacement. What can we learn from the past so that we can do better for the future?

Potential data sources and data collection strategies that might help us better understand and measure cultural displacement:

- Foreclosures (reverse mortgages and tax foreclosures)
 - Raise the tax ceiling [household income-eligibility ceiling for property tax relief] to support multigenerational housing rather than displacement
- Incorporate qualitative and narrative information that describes people's lived experience. Stories that demonstrated the *impact* of displacement
 - Social media (e.g. [Vanishing Seattle](#)) already captures some of these stories
- Information from cultural service centers, including churches:
 - Who do they serve? Where are they located? Where do their community members live?
- Focus groups
- Policing - ALL aspects including the Seattle Police Department and NextDoor
 - SWAT teams
 - How high incarceration rates disrupt families
 - Drugs - prescription and non-prescription
 - Impact of the legalization of marijuana
- City buildings that had been used by community organizations now being reclaimed by the City
- Homelessness - what are the unintended consequences of our policies and programs?
 - What is the impact on students?
 - Housing displacement e.g. people need to be unsheltered before qualifying for housing vouchers; can't stay with families or friends who live in subsidized housing because of income and occupancy limits
- School demographics (free and reduced lunch, track at a regional level)
- Human Services Department! For information about cultural anchors and services
 - Changes in client demographics
 - Annual employee wages for cultural anchors
 - Small businesses
- Rental Registration & Inspection Ordinance (Seattle Department of Construction & Inspections)
- Info about small business movement/displacement from Office of Economic Development records, or new/closing utilities accounts
- Geographic focus: Seattle and south King County (should look at regional level to where people are being displaced from Seattle)
- Surveying communities/residents at cultural fairs (in the International District, Central Area) - collect information from participants including demographics
- Partnering with cultural organizations and associations to collect and track community data
 - Housing
 - Arts
 - Businesses and business associations
 - Churches

- Community centers
- Senior centers
- Sorority/fraternity groups
- Beauty shops/barber shops
- Ask cultural anchors for advice on how/where to reach out and collect data specific to the communities they serve, and who their stakeholders are
- Note: have to consider compensating communities, and community data ownership in these collaborations
- Internet
- Look to what information is being gathered by other cities
- Office of Arts & Culture - [SpaceLab](#) tracks staff and board leadership demographics and wage data? Information on arts organizations led by people of color and where they are located.
- City grant applications and awards
- Senator Saldana

HOUSING AFFORDABILITY & RESIDENTIAL DISPLACEMENT BREAKOUT GROUP

Affordable housing supply and rental market

[Facilitator: What do we need to know about the housing market; and what should we be measuring?]

- Supply of affordable family-sized units: starting the family sized housing category at 80% of AMI misses the lack of affordable family units below 80% -- need to measure family-sized supply at deeper affordability levels
- Look at broader range of income strata for affordable housing supply:
 - There is a shortage of housing for people up to 150% of AMI – people who don’t have access to units in higher strata above 80-120% buy in lower markets
 - Should be looking at 30% and 50% of AMI, in addition to 80%
- Look at availability of 3- and 4-bedroom units (under 4% were vacant—need to look at vacancies and those not on the market)
- Data points to look at:
 - Increases in property tax assessments
 - Data on length of occupancy? Can get data on length of ownership based on data about sales, but doesn’t give info about rentals of that home/unit
 - Inventory of housing (related to turnover). If inventory is low, then homes aren’t opening up, and people aren’t having opportunities.
 - Gaps in housing supply with attention paid to affordability:
 - Fragmentation in the private market: high vacancy rates in some high-end units, with lack of affordable options; disconnect between demand for affordable housing, and empty high-end units.

How should we measure “cost-burdened” households?

For housing affordability levels: it would be beneficial to have a consistent set of % cutoffs (e.g., 30, 50, 80, or just 80.)

- Seattle Office of Housing (OH) has units designated at 60%.
- It is troubling that Seattle Housing Authority (SHA) is just adjusting the % of income you hold as the line (moving up from 30% to 40% of your income)
- It’s also a distressing sign of how big housing affordability challenges are that 40% of income instead of 30% of income is being looked at as “cost burdened”
- Need metric that combines housing AND transportation costs. Also need to include utilities.

- We aren't getting to the root of the problem – we're still not addressing that housing is too expensive. Changing the metrics, and the way that we talk about it, isn't enough.
- A useful role for metrics: some people working minimum wage wouldn't qualify for affordable housing, so sometimes we adjust the metrics to allow people to stay in the city.

How can we choose displacement data that will be most compelling in telling the story and in informing recommendations for action?

- Concern that measurement won't necessarily lead to action. The worry is not that we won't use the right measurements, but that we're not going to *do* anything about it.
- The way we measure *is* important. Information that tells a compelling story can catalyze policy action--if measurement had occurred in a more compelling way in Central District 15 years ago, we may not have seen as much displacement.
- Important to measure *quality* of housing: (fridges, plumbing, etc.)
- Homelessness: not just how many are homeless, but conditions and outcomes for homeless population (sanitation, death rates, health costs, way they are policed and ticketed)

Ideas for displacement indicators:

[Facilitator: We want to do as best we can to measure displacement in real time, and actually measure what is happening on the ground. Which neighborhoods/households/buildings are at risk?]

- Changes in sale prices and rents [Facilitator notes that this is a challenge: the company that the City used to use for rent data, Dupre & Scott, just closed, so the City is working to find a new source.]
 - Real-time rent data: tracking rate of change
- Apartment building sales would be super important (including frequency of sales – if a building hasn't sold in a long time, the rents in the building are likely to rise drastically – sign of impending gentrification)
- The idea to use survey data is a good one. People are good at predicting what will happen to them.
- We need to survey residents to gauge economic displacement & neighborhood change
- We know the neighborhoods we're watching out for; we need to survey those neighborhoods—do a TARGETTED survey
- Trends in the length of time people that people have owned their home: high turnover rates (decreasing length of tenure in a neighborhood)
- Less formal signs/resident experience:
 - # of people who have “house not for sale” in their yard
 - Residents receiving more letters asking to buy their homes
- “Porting out” data tracked by Seattle Housing Authority and King County Housing data: This can tell you about people who take affordable housing vouchers and leave the city. People can port out or port in but there aren't any vacancies and up until last month, only 4% of the rental housing was affordable with the vouchers—SHA just raised the \$ for vouchers.
- Increases in property tax assessments
- Business displacement: Track types of new businesses opening in a neighborhood, relative to culturally-relevant or traditional businesses closing (higher price points and categories of businesses associated with gentrification, e.g. doggy day care replacing a hair/nail salon)
- Evictions (looking at reasons for eviction as well)

- Low income tenant relocation (permit record at Seattle Department of Construction and Inspections Tenant Relocation work at the City)
 - Note on service delivery: almost all information for accessing tenant relocation fund is in English which limits the people who access tenant relocation assistance – need translation
 - Accounting for disability concerns & accessibility of buildings: tenants relocating because they become disabled and can't climb stairs
- % of delinquent mortgages/rent payments, or rising numbers
 - Relationship to # of people taking advantage of tax exemption/deferral through the County?
- Tracking residential displacement patterns: when residents move, where are they moving to, and why (did they get pushed out by housing costs)
 - [Facilitator notes that the City is trying to track this through regional PSRC travel survey, but it's a sample-based survey, so will miss real-time data and underrepresents marginalized communities]
- School District data on students moving away. (Do they provide information on where students are moving to? Or collaborating with school districts in nearby cities to track incoming students from Seattle.)
- Tracking placement & timing of public investments that feed into displacement pressures (in order to respond/mitigate the effects):
 - Transit development (placement of light rail stations) as a forecast of displacement. Judkins is going to get slammed. Just look at the date that the service is going to come online, and go back 5 years, and look at people buying up property.
 - Amenities like parks: investments intended to serve existing residents, but attract higher income populations and push up real estate value

ECONOMIC MOBILITY & OPPORTUNITY BREAKOUT GROUP

[Facilitator: Proximity-oriented indicators of access to opportunity will be one of several ways we look at equitable development and we want to make sure we include place-based indicators that relate to access to economic opportunity. Please look back at the exercise on what neighborhoods need. Which of these neighborhood-level resources have an important influence on people's *economic* opportunity?]

Neighborhood amenities and access to economic opportunity:

- Economic opportunity = jobs, neighborhood businesses. Know what skill sets a community has. Schools precede jobs, strong schools result in better job options
- How to measure 'quality' schools. Note that not every kid in a neighborhood goes to school in their neighborhood
- Access to reliable affordable transit.
- Transit that connects to educational opportunities and job opportunities.
- Neighborhood health clinic facilitates affordability of health care— preventative health care instead of having to use an emergency room
- Access to banks instead of check cashing/payday loan
- Internet access, access to a library
- Community engagement—helps keep crime down
- Basic needs must be met in order to survive and thrive

- Grocery store, culturally relevant fresh food open 24 hours. Grocery store as community gathering space
- Need a *variety* of amenities not just a few things
- General conclusion: Almost all of the amenities that workshop participants earlier identified as being important in a neighborhood are connected to economic opportunity in some important way

Options for measuring access to frequent transit:

[Facilitator: Take a look at two possible options for indicators to measure access to frequent transit. Both are based on existing indicators. Which would be best to use as an equitable development indicator?

1. Very frequent transit—scheduled every 10 minutes between 6 a.m. to 7 p.m. Mon thru Fri
Households within ½ mile of every ten-minute transit

OR

2. Frequent transit (scheduled every 15 minutes, except every 30 minutes at other times of day
½ miles from light rail
¼ mile from buses]

- Can you measure the impact of carpooling (not Uber/Lyft)
- Household travel survey – PSRC
- Seattle Department of Transportation (SDOT) has a transportation equity program, and there's a new transportation equity community advisory group coordinated by SDOT; their input could help.
- [Facilitator: We are leaning toward using something like the second indicator because it seems like it would be a better measure for persons who need to travel by transit for additional trips besides commuting. Would you agree or disagree?]

General agreement that *second option is better for looking at equity.*

- Hours and days covered: Immigrants and women often work off-hours jobs so extended hours are important. Immigrants also commonly have more than one job.
- Distance from transit stop: Walking with kids more than up to a ½ a mile to get to transit is difficult.
- King County Metro has reliability metrics – especially important if you are working multiple jobs, or even just trying to hold down one. While existence of scheduled frequent transit is probably more important, reliability is also very important.

Commute times:

[Facilitator: Another component of livability and access to economic opportunity is proximity to jobs. One way we can look at this is the amount of time people spend commuting. We could use average commute times, which run between 26 and 29.5 minutes depending on race, or we could look at a threshold to identify the share of workers with excessive commute times?

Which would be better to measure as an equitable development indicator?

- Average commute times

OR

- Share of workers who commute more than a ‘reasonable’ amount of time (30 min, 45 min, 60 min, 90 min?)]

Comments:

- Consider family schedules - do certain segments have a higher deviation from average or lowest commute time?
- Using average commute time would factor in all commuters, setting a threshold would not
- Important to measure by race so you can see disparities
- The threshold for an excessive commute time varies depending on mode: for example, 1 hour on light rail is better than 1.5 hours in a car
 - [Facilitator asked for more feedback on what the threshold for excessive commute might be, e.g., more than 30-45 minute if traveling by car, 45-60 min by transit; however, there was no consensus apparent on specific times.]

Proximity to employment:

[Facilitator: Another way to look at access to jobs is to identify the number of jobs within a certain distance of people’s homes. Sometimes analysts concerned about equity like to look limit the jobs captured to those with a living wage.

Is it better to look at all jobs OR limit the jobs we consider (e.g., to those that pay a living wage, or have a career ladder, or those that a person can qualify for with less than a college education)

- If a living wage threshold is used, it would be important to account for how expensive various neighborhoods are – living wage not the same across the city

Ideas for indicators on access to economic opportunity and commercial/business displacement:

[Facilitator: Next we want to ask for input to help us identify other economic indicators to include either as outcome indicators or as indicators of heightened displacement risk for businesses]

Access to economic opportunity

- Firms owned by race/ethnicity
- Communities of Opportunities is measuring revenue increase or decrease in businesses by race, ethnicity, or cultural group. [Facilitator asked if this was being measured at a community level or as a performance metric for specifically participating programs; participant said it is the later.]
- Track business licenses -could help indicate business retention

Commercial/business displacement

- Need survey to connect with people in the community
- Recruit people in the community to administer surveys; this could be an opportunity for capacity building, job training (*pay* them); as well as for building relationships in community
- Rainier Beach Action Coalition referenced as a good example of effective and helpful organization
- Redevelopment
- Increase in property taxes gets passed on as rent. Business often have to move when redevelopment happens, new space is often not affordable
- Survey areas where businesses have gone – how to know where to go? For example, talk with Kent Black Business Association.

Other comments

- More mobility options are needed – free shuttle in West Seattle, water taxi to commercial district. One of the richest areas of the city and its free. (Metro or BIA?) Funnel funds into poorer neighborhoods – service for people in neighborhoods, jobs for people

SHARE OUT POINTS AND KEY THEMES

Be thorough and thoughtful in measuring housing-related outcomes and displacement risk

- Families and multigenerational homes are important
- Include displacement and displacement risks of owner households: track foreclosures
- Property taxes should be included in indicators: High property taxes are an issue for seniors who have retired, these people are often long-term residents of neighborhoods
- Track property owners who conduct commonly evict tenants to raise prices
- Work to get a well-rounded picture on the housing front
- Measure both income-restricted housing and market-rate housing.
- We need to look at what market rate housing could be realistically affordable to low-income households and we need to pursue more housing to better meet demand for housing from low-income residents
- Define cost burden thoughtfully

Think regionally

- Track people moving out of the city and why they moved
- If we only measure people in Seattle, we miss those who have already been displaced. We need look regionally to understand displacement and disparities better (for example, commute times to Seattle from people who have been displaced from Seattle)

Keep in mind the interrelationship of transit accessibility and other needs

- How to measure transit/housing affordability/keeping a job/picking up kids

Lead with racial equity

- Look through racial equity lens (An important factor worsening disparity in outcomes here is that there is no affirmative action in WA, since I-200 lost over \$3 billion to community in 20 years.)
- Safety note: policing currently creates more harm rather than increasing safety.

Make sure you understand what you're measuring

- Make sure you really understand what you are measuring. For example, if you are only measuring revenue and not accounting for expenses, you are not seeing the complete picture.

Pursue community participation, collaboration, and efficiency in collecting data

- Don't overburden communities with collection of data
- Need interdepartmental collaboration within the City to measure and address equitable development challenges
- Avoid duplicating measurement efforts and look to where data already is being collected. For example, WA State Housing Finance Commission, City's Human Services Department, community service providers, etc.
- Some of the information that would be most useful is not available right now; to get that info, talk to people in the neighborhoods, do surveys
- Collaborate closely with local experts and community leaders/organizations/cultural anchors to guide surveying efforts
- Dive deeper with a community survey

- How to track cultural assets/displacement: community-based data-collection
- Tap into data from local organizations conducting community surveys of residents on displacement pressures and trends
 - HomeSight did community surveys on displacement and will send OPCD staff information on this.
- If community helps you gather data, compensate people for gathering data

Link data to action!

- The indicators need to help us understand how much progress Seattle is making in a way that will inform further action to advance equitable development and mitigate displacement risks
- Explore info tech tools to use data to inform prioritization of City service and accelerate provision of programs and services to individuals experiencing displacement and/or areas with high displacement risk

Interest and commitment to continuing engagement

- Participants expressed a keen interest in remaining engaged.

Other Community Engagement Findings That We Consulted

One of underlying principles of our approach to community engagement was to learn from and use the feedback that community members have *already* been providing, including in past engagement with the City.

Thus, along with conducting community engagement specifically tailored to the EDMP, we consulted more than a dozen reports, action plans, and Racial Equity Toolkits that feature community voices and feedback on issues related to equitable development and community well-being. Tapping these sources strengthened our ability to reflect community concerns in choosing indicators to monitor. We appreciate the help of colleagues in OPCD, DON, and the Office for Civil Rights who referred us to many of these sources.

- [“Voices Rising: African American Economic Security in King County”](#)—This 2017 study, authored by Angela Powell, Imago, was a collaborative project the Seattle Community of Practice – African American Financial Capability Initiative.⁴ The study used interviews, focus groups, and surveys of African Americans in Seattle and King County “to put a human face to the numbers” and distill key issues underlying racial disparities in wealth.
- [“Voices of Seattle's East African Communities: An Overview of Community Issues and Opportunities”](#)— This 2016 report, authored by Aileen Balahadia Consultation. This report was commissioned by City of Seattle Office of Immigrant & Refugee Affairs report to “capture an overview of the present issues and opportunities in Seattle’s East African communities” and inform service and support to these populations. The study included focus groups and interviews with more than 100 members of these communities.
- Affordable Housing Community Feedback, 2016-2017 – Department of Neighborhoods (DON) Community Liaison Program memo, 8/14/17 summarizing common themes heard from members of immigrant and refugee communities, communities of color, and low-income communities during outreach on the topic of affordable housing. Provided by DON.
- Vietnamese Community Assessment Report, 2011 – the Community Action Research and Empowerment (CARE) Project was a student-lead community-driven participatory research project launched by the Vietnamese Friendship Association with funding by DON. The report identified issues and opportunities and empower the Vietnamese community in Seattle. Provided by DON. (Described in NW Asian Weekly article [here](#).)
- [“South Park Public Safety Task Force: Report & Recommendations”](#) – This 2017 report was requested by the Seattle City Council to obtain feedback to inform strategies to improve the safety of people in South Park. Task Force members, three-quarters of whom are Latinx, included neighborhood business owners, representatives of non-profit organizations, workers, and residents.
- [“Duwamish Valley Cumulative Health Impacts Analysis \(CHIA\)”](#) – Focus on Appendix B covering [Community Based Participatory Research](#) that identified major concerns and informed selection of indicators for the CHIA.
- [“Duwamish Valley Action Plan: Advancing Environmental Justice & Equitable Development in Seattle”](#) This interdepartmental plan identifies actions for the City plans to take in collaboration with the communities of Georgetown and South Park as part of an [ongoing program](#) to “deliver measurable community health and well-being outcomes.” The plan

⁴[The Seattle Community of Practice – African American Financial Capability Initiative](#) includes Byrd Barr Place, Africatown, Seattle King County NAACP, Skyway Solutions, Urban League of Metropolitan Seattle, and Washington State Commission on African American Affairs.

reflects responds to the hopes and concerns articulated by about 500 Duwamish Valley residents, workers, and businesses. Community engagement focused on those affected by the “combined impacts of environmental inequities and systemic racism”—communities of color, immigrants, refugees, Native peoples, youth, limited English proficiency individuals, and people with low incomes.

- [“Our People, Our Planet, Our Power: Community Led Research in South Seattle,”](#) Got Green and Puget Sound Sage, March 2016 – This report compiled “findings, stories, and recommendations” linking the immediate concerns of marginalized communities “to a broader climate resilience agenda.” The project steering committee, led by people of color, crafted the research, which included community surveys conducted by volunteers, organizational leader interview, and community roundtables.
- [North Delridge Action Plan Phase 1 Public Outreach and Engagement Liaison \(POEL\) Notes](#) – These are notes from focus groups and Delridge Day were recorded by Public Outreach and Engagement Liaisons, the precursor of DON’s Community Liaisons. The POELs facilitated focus groups with members of their own Vietnamese, Cambodian, and Somali communities. These discussions are reflected in the City’s [North Delridge Action Plan](#) and its [ongoing](#) implementation.
- [“Othello Neighborhood Action Plan”](#) —This 2016 plan “identifies strategies and action steps to be accomplished together by the community and the City in order to achieve the community’s vision and goals.”
- Notes from Community Learning Circles – The Youth and Family Empowerment Planning Division of Seattle Human Services Department shared notes with us from a series of “learning circles” conducted with community members across different Seattle neighborhoods. These were focused on inform future City investments in food and nutrition, community safety, and family support. In 2019, HSD more recently posted a [Community Outreach Summary](#) describing the insights obtained from these Learning Circles.
- [“Health and Equity Assessment”](#) —This 2016 report produced by Futurewise examined health and equity disparities in Seattle and made policy recommendations to address them. Futurewise used a variety of interactive techniques to engage low-income residents, persons of color, immigrants, English language learners and youth. A description of the concerns that community members had shared during engagement accompanied quantitative data on each topic in the report.
- Greenways Initiative Racial Equity Toolkit – This Seattle Parks and Recreation (SPR) Initiative enhances connections between Neighborhood Greenways and Parks for pedestrians and bicycles. City staff engaged with residents and diverse stakeholder groups in South Seattle to learn about gain insights into parks usage and barriers to bicycle and foot travel around their neighborhoods. The process is described in SPR’s 2016 [Greenways Initiative Baseline Study](#).

Integration of Racial Equity Toolkit Principles in the EDMP

In designing the EDMP, OPCD studied the guidance that the City’s Office for Civil Rights provides for performing a [Racial Equity Toolkit](#) (RET) process and worked to align the EDMP with the RSJI principles imbedded in the RET process.

The RET guidance “lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.”

These steps include defining key racially equitable community outcomes the City is striving to advance on the issue, involving stakeholders and analyzing data, analyzing issues for racial equity

benefits, advancing opportunity and minimizing harm, tracking impacts on communities of color over time and communities of color in evaluating the project over time, and reporting on information learned.

The EDMP *itself* is intended to operate as a form of ongoing racial equity analysis of the City's development, and—by its nature and design—integrates many of the steps involved in preparing a RET (e.g., identifying outcomes, analyzing data and involving stakeholders, and tracking and reporting impacts over time). As described in this appendix, the EDMP placed a high priority on using community outreach to identify the indicators for analysis in this baseline report. In reporting on these indicators, the EDMP centers low-income communities and populations of color, providing quantitative data on how help identify how the benefits and burdens of growth and change are affecting these communities relative to others in the city. The ongoing measurement of—and spotlight on—these disparities will help City officials and community-based organizations alike to target efforts and advance equitable development.

Ongoing Community Engagement

Consistent with RSJI principles, and as outlined in the Equitable Development Implementation Plan, OPCD will continue to emphasize community engagement in the EDMP. This will include gathering feedback on the initial indicators selected and how they could be improved for ongoing tracking. Additionally, we will be seeking more input on how to best continue reporting on the indicators.

The potential of community participatory research—The community indicators in this first report rely entirely on readily available data from traditional data sources. Practicality necessitated this. Ongoing reporting will also need to rely primarily on such sources as indicator programs, by their nature, require tracking comparable data that are updated on a regular basis. However, readily available data provides limited information.

To provide a more complete picture of conditions and trends, we will explore how EDMP could more fully integrate marginalized people's *own* experience of what is happening in their communities. The Equitable Development Implementation Plan noted that this could potentially include providing capacity building and funding for marginalized communities to collect data. The importance of tapping—and providing resources for—community based-data collection were among the most common themes from the input that community leaders and practitioners provided.

APPENDIX B

Use of American Community Survey Data

This appendix provides details on the approach we used with the American Community Survey (ACS) data. This includes a description of the approach we took in balancing the need to present detailed estimates for racial and ethnic groups and for neighborhoods with other important considerations including timeliness and accuracy.

The ACS is an ongoing sample-based survey conducted by the U.S. Census Bureau and is the most comprehensive source of data available in the U.S. on local demographic, social, economic, and housing characteristics.

The Census Bureau releases ACS data as one-year datasets and as five-year datasets (which pool together data collected over 60 months). See the Census Bureau's 2018 publication, "[Understanding and Using American Community Survey Data: What All Data Users Need to Know](#)," for additional background.

We rely mainly on the five-year data because the larger sample size allows us to obtain estimates for a wider variety of racial and ethnic groups and because neighborhood-level ACS estimates are *only* available as five-year estimates. For several indicators, we found the best available estimates consistent with the aims of this report came from a selection of 2011-2015 five-year ACS datasets described below.

- The [ACS Selected Population Tables](#). These tables, published by the Census Bureau only once every five years, provide the most detailed ACS estimates available for racial, ethnic, and ancestry groups.
- ACS data compiled by Policy Link and the University of Southern California's Program for Environmental and Regional Equity (PERE) in the [National Equity Atlas](#). PolicyLink and PERE describe the Atlas as a living resource, which they will be updating periodically to inform efforts to advance equitable growth.
- ACS "CHAS" (Comprehensive Housing Affordability Strategy) data. The [ACS CHAS data](#) are special tabulations of five-year ACS data that the U.S. Department of Housing and Urban Development (HUD) publishes to inform local understanding of housing markets and needs. The CHAS data provide crosstabulations of ACS data on key housing topics by race/ethnicity, by AMI-based household income level, and by neighborhood.

Certain aspects of the ACS data are important to note. As sample-based estimates, the ACS estimates carry margins of error. These margins of error can be substantial, particularly for small population groups and for small areas even with the five-year estimates.

While using older five-year datasets in order to report disaggregated estimates, we supplement the analysis with the most recent ACS estimates—single year estimates from 2018—to provide a more up to date picture on the indicator for the city as a whole.

APPENDIX C

Sources and Preliminary Update Schedule for Community Indicators

Theme and Indicator	Data sources* most recent available at time of analysis	Preliminary proposed update frequency**	Next basic update at City level with basic demographics, as applicable (e.g., White, BIPOC)	Next detailed update With analysis by neighborhood and/or detailed race/ethnicity
HOME				
Homeownership	ACS 2018 1-year; CHAS 2011-2015 5-year	City as a whole annually; neighborhoods & detailed demographics every 3 years	2021	2023
Housing cost burden	ACS 2018 1-yr; CHAS 2011-2015 5-yr	City as a whole annually; neighborhoods & detailed demographics every 3 years	2021	2023
Affordability and availability of rental housing	CHAS 2011-2015 5-yr ACS	City as a whole annually; neighborhoods analysis every 3 years	2023	2023
Family-size rental housing	CHAS 2011-2015 5-yr ACS	Every 3 years	2023	
Rent- and income-restricted housing	OH (Q1 2020 for units created w/City funds or incentive programs; Q4 2018 other units)	Units in City portfolio annually; addl. units and neighborhoods analysis every 3 years	2021	2023
COMMUNITY				
Proximity to community centers	SPR 2019	Every 5 years		2025
Access to public libraries	SPL 2019 locations, SPL 2019 3-yr data on active library users	Proximity analysis every 5 years Analysis of active library use every 3 years		Use: 2023 Proximity: 2025
Proximity to grocery stores	UW Urban Form Lab; updated to 2019 w/multiple sources incl. PHSKC food permits	TBD, as available from UW		TBD (e.g., 2025)
Access to parks and open space (next report)	SPR, OPCD	2021, then every ~5 years		2021
Air pollution exposure risk	PSCAA Community Air Tool, 2018 (WSDOT and WA Ecology)	TBD, as available from PSCAA		TBD (e.g., 2025)

Theme and Indicator	Data sources*	Preliminary proposed update frequency**	Next basic update at City level	Next detailed update
TRANSPORTATION				
Sidewalk coverage	SDOT	Every 5 years		2025
Access to frequent transit w/night and weekend service	SDOT analysis of 2019 transit schedules (Metro KC, Sound Transit, etc.)	Annually		2021
Jobs accessible by transit	PSRC 2018 analysis (SoundCast travel demand model)	TBD, as available from PSRC		TBD (e.g., 2025)
Average commute time	ACS 2018 1-yr and PolicyLink analysis of ACS 2011-2015 5-yr (IPUMS)	City as a whole annually; neighborhoods and detailed demographics every 3 years	2021	2023
EDUCATION AND ECONOMIC OPPORTUNITY				
Neighborhood elementary schools performance	2017 3-yr WA State Improvement Framework Index, WA OSPI	Every 3 years		2023
Unemployment	ACS 2018 1-yr, ACS 2011-2015 5-yr Selected Population Tables PolicyLink (IPUMS)	City as a whole annually; detailed demographics every 3 years	2021	2023
Disconnected youth	PolicyLink analysis of ACS 2011-2015 5-yr (IPUMS)	Every 3 years		2023
Educational attainment	ACS 2018 1-yr, ACS 2011-2015 5-yr Selected Pop. Tables and PolicyLink (IPUMS)	City as a whole annually; neighborhoods and detailed demographics every 3 years	2021	2023
Poverty and near-poverty	ACS 2018 1-yr, ACS 2011-2015 5-yr Selected Pop. Tables and PolicyLink (IPUMS)	City as a whole annually; neighborhoods and detailed demographics every 3 years	2021	2023
Full-time workers in or near poverty	PolicyLink/PERE analysis of ACS 2011-2015 5-year (IPUMS)	City as a whole and detailed demographics every 3 years		2023
Business ownership	2012 Survey of Business Owners, U.S. Census Bureau	City as a whole and detailed demographics every 3 years (new Census Bureau survey)		2023

Notes:

*Based on most recent datasets available at time of analysis. Some of the sources with the needed detail on race and ethnicity are updated only once every 3 or 5 years and some are specialized datasets that other sources update on a periodic, but non-standard basis.

**OPCD is planning to update the EDMP Community Indicators on a periodic, ongoing basis. We will consider feedback from community stakeholders and will work with partner departments to refine the update schedule to align with departmental priorities and capacity.

Acronyms and abbreviations:

- ACS: American Community Survey, U.S. Census Bureau
- CHAS: Comprehensive Housing Affordability Strategy data (special tabulation of ACS data published by HUD)
- HUD: U.S. Department of Housing & Urban Development
- OPCD: City of Seattle Office of Planning
- IPUMS: Integrated Public Use Microdata Sample (University of Minnesota IPUMS USA)
- OH: City of Seattle Office of Housing
- PolicyLink: National Equity Atlas indicators published by PolicyLink and the University of Southern Calif. Program for Environmental and Regional Equity
- PHSKC: Public Health Seattle & King County
- PSCAA: Puget Sound Clean Air Agency
- PSRC: Puget Sound Regional Council
- SDOT: Seattle Department of Transportation
- SPL: City of Seattle Public Library
- SPR: City of Seattle Parks & Recreation
- SPS: Seattle Public Schools
- WA Ecology: Washington Department of Ecology
- WA OSPI: Washington State Office of Public Instruction
- WSDOT: Washington State Department of Transportation
- UW: University of Washington

Endnotes

¹ The City of Seattle’s 2016 [Equitable Development Implementation Plan](#) outlined the Equitable Development Monitoring Program on pages 37 to 40.

² For example, see Chetty, Raj, Nathaniel Hendren, and Lawrence F. Katz. (2016). [The effects of exposure to better neighborhoods on children: New evidence from the moving to opportunity experiment](#). *American Economic Review*, 106 (4), 855-902.

Also see Population Reference Bureau. 2017 (February 13). [How neighborhoods affect the health and well-being of older Americans](#).

³ Unless stated otherwise, when reporting statistics for these groups, we categorize Hispanic/Latino persons together regardless of their race, with other major race/ethnic categories consisting of persons who are not of Hispanic or Latino origin.

Following guidance from the federal Office of Management and Budget, the Census Bureau and many other statistical entities consider Hispanic/Latino ethnicity to be a separate concept from race, such that people of Hispanic/Latino origin may be of any race. The Census Bureau’s [American Community Survey](#) (ACS), which we tap for many of the indicators, asks about Hispanic/Latino ethnicity and race in two separate questions.

⁴ OPCD developed the Race and Social Equity Index, with interdepartmental advice, to help inform the City’s equitable development efforts and other work related to the City’s Race and Social Justice Initiative. Composition of the index was inspired by the definition of “marginalized people” included in Council [Resolution 31577](#) and the Equitable Development Implementation Plan: “persons and communities of color, immigrants and refugees, those experiencing poverty, and people living with disabilities.”

Using the RSE Index to classify census tracts involves ranking tracts based on levels of priority and disadvantage, calculating a percentile for each, then placing the tracts into categories according to these percentiles. The RSE Index divides the tracts into five categories each with near-equal numbers of census tracts. For convenience, we refer to these as “quintiles.” The data for the index come from the Census Bureau’s ACS; from modeled estimates that the Centers for Disease Control (CDC) produces, and with partners, publishes in the [500 Cities Project](#); and from various state and local sources. (The modeled estimates in the 500 Cities Project are based on people’s responses to the Behavioral Risk Factors Surveillance System survey. CDC’s collaborators on the 500 Cities project are the Robert Wood Johnson Foundation and the CDC Foundation.)

A [reference map of the RSE Index map](#) and various data related to [race and ethnicity](#) can be found on OPCD’s Population and Demographics website.

⁵ The Displacement Risk Index identifies areas of the city where displacement of marginalized populations may be more likely, while the Access to Opportunity Index focuses on place-based factors including civic infrastructure, transportation connections, and neighborhood amenities that help people thrive. The [Seattle 2035 Growth and Equity Analysis](#) categorized each of the city’s urban centers and villages according to its position on the two indices (i.e., either high or low with respect to displacement risk, and either high or low on access to opportunity). These results informed the development of the Growth Strategy in the Comprehensive Plan and the identification of displacement risk mitigation strategies suitable for each category of urban village (e.g., for a high displacement, low opportunity urban village). They also continue to inform the City’s Equitable Development Initiative. (See pages 18-28 of the [Equitable Development Implementation Plan](#).)

⁶ A [reference map of Community Reporting Areas](#) is available on OPCD's website.

⁷ See for example, reporting on KUOW radio's website featuring the research of Tim Thomas and Ryan Gabriel on "micro-segregation" within Seattle census tracts. OConnell, Kate. (2016, April .) "[Seattle's 'diverse' neighborhoods are surprisingly segregated.](#)" KUOW.

⁸ Seattle Municipal Archives. [Redlining in Seattle](#) webpage; and Seattle Civil Rights & Labor History Project. [Segregated Seattle](#) webpage. University of Washington.

⁹ The incomes used to calculate ratios of sales prices to incomes are median family incomes for families taken directly from the Census Bureau's 1-year 2018 ACS estimates. Ratios cited are rough approximations as 1-year ACS estimates have high margins of error. (Estimates cited for Blacks are for family households with a Black, single-race householder.)

Per OPCD's compilation of 2018 data from the King County Department of Assessments, median sales prices in Seattle were roughly \$520,000 for a condominium, \$730,000 for a townhouse, and \$795,000 for a detached single-family home. See Office of Planning and Community Development. (August 2019.) [Housing choices background report](#). City of Seattle.

For perspective on guidelines for gauging affordability of sales prices, see by Kenneth R. Harney (December 12, 2018). [For first-timer home buyers, there's no longer a handy rule of thumb about how much to spend.](#) Washington Post.

¹⁰ Martin, I. W., and K. Beck. 2018. [Gentrification, property tax limitation, and displacement](#). *Urban Affairs Review*, 54(1), 33-73.

¹¹ Homeownership rate estimates for Seattle from 2016, 2017, and 2018, have averaged 46.0 percent among households overall, 50.8 percent among White households, and 35.3 percent among households of color.

The overall homeownership rate estimate from the 2018 1-year ACS is 44.7 percent, which may signal that homeownership rates have begun to decline. This would not be surprising given that apartment units have made up the bulk of new housing construction during recent years. (The 2018 estimate is, however, substantially lower than the 2016 and 2017 estimates and may be an outlier.)

¹² In the ACS, racial and ethnic categories for households are based on the racial and ethnic characteristics of the householder. Other household members may not be of the same race and ethnicity as the householder.

¹³ These estimates are from our analysis of ACS 1-Year Public Use Microdata Sample datasets from 2005 to 2018 using IPUMS USA, University of Minnesota, www.ipums.org.

¹⁴ During the recovery from the Great Recession, Millennials in the Seattle metro area transitioned to homeownership at lower rates than their counterparts in most other large metro areas. This finding comes from an analysis sponsored by Fannie Mae and conducted by researchers at the University of Southern California and Harvard University. These researchers examined the variation in "the degree of inflow into homeownership" during the 2012-16 recovery period among Millennials across the 100 largest metropolitan areas. This was a detailed cohort analysis looking at all Millennial individuals, not only Millennial *householders*. Source: Myers, Dowell, Lee, Hyojung, and Simmons, Patrick . (May 7, 2018). [Cohort transitions and age group analysis of millennial homeownership demand: Understanding trajectories of recovery following the great recession](#) (Fannie Mae Working Paper).

¹⁵ Khashimova Long, Katherine. (2020, August 26). "[Seattle-area home prices rise faster than nearly every other U.S. city, driven in part by younger homebuyers.](#)" *Seattle Times*.

¹⁶ Following are two additional sources for information in textbox on young adult homeownership challenges.

- Choi, Jung; Zhu, Jun; Goodman, Laurie; Ganesh, Bhargavi; Storchak, Sarah. (July 2018; updated January 2019). [Millennial homeownership why is it so low, and how can we increase it?](#) Urban Institute.
- Hoynes, Hilary W.; Miller, Douglas L.; and Schaller, Jessamyn. (March 2012). [Who suffers during recessions?](#) National Bureau of Economic Research Working Paper No. 17951.

¹⁷ These percentages from the 2011 to 2015 ACS CHAS data translate into Seattle having had roughly 104,000 cost-burdened households, 79,000 of whom had low incomes. However, given the rapid increases in both population and rents between 2013 and 2018, the sheer number of cost-burdened households in Seattle is substantially higher now. (For further information see the endnote 14.)

¹⁸ More than 70 percent of households with incomes at or below 50% of AMI are cost burdened regardless of whether these households rent or own. Furthermore, roughly sixty percent of both renter households and owner households with incomes at or below 30% of AMI are severely cost burdened.

¹⁹ The 2018 1-year ACS estimates published by the Census Bureau show roughly 117,000 total households in Seattle paying 30 percent or more of their income for housing and roughly 53,000 paying half or more of their income for housing; these estimates are respectively, 9,000 and 6,000 higher than comparable ACS estimates published directly by the Census Bureau from the 2011-2015 5-year period.

The apparent lack of increase in the share of households with cost burdens between 2011-2015 period and 2018 is surprising—especially for renters given the continued surge in rents into 2017. Digging into the data further finds that renter incomes rose at the same time rents increased; with the increase in incomes reflecting a continued rise in rates of employment between these time periods and an increase in the share of renter households with high incomes. The shift in income distribution likely reflects a combination of higher income households moving into the city and lower income households moving out.

²⁰ While not detailed in the housing cost burden map, the share of low-income households who are cost burdened within each census tract in Seattle ranges from 41 percent at the lowest to 81 percent at the highest. More than half of the households with incomes at or below 80% of AMI are cost burdened in the vast majority of the census tracts in the city; at least two-thirds of households in this income category are cost burdened in nearly half of the city's tracts.

²¹ Persons who do not reside in households are classified by the Census Bureau as living in group quarters. Group quarters include both institutional living quarters (such as nursing homes and correctional facilities) as well as non-institutional ones (e.g., dormitories for students and shelter facilities where people experiencing homelessness can stay overnight.)

²² For example, the ACS estimates published directly by the Census Bureau tabulate housing costs as a percentage of income with income thresholds allowing us to get estimates of households spending 30 percent *or more* of household income on housing while the CHAS special tabulation of ACS data provides estimates of households spending *more than* 30 percent of their income for housing, consistent with the way HUD defines housing cost burden.

In addition, the ACS estimates published directly by the Census Bureau are not classified by AMI-based income categories and do not include the same detail by race and ethnicity provided in the CHAS estimates.

²³ For survey findings on demographic characteristics of persons experiencing homelessness, see pages 12-26 and 22-26 of the [Count Us In: 2019 Seattle/King County point-in-time count of persons experiencing homelessness](#) report produced for All Home by Applied Survey Research.

The 2020 “Count Us In” report was released in mid-summer of 2020. This was just as we were finishing the Community Indicators report, and it was not feasible for us to update the information in this sidebar.

²⁴ Digging further into the 2011-2015 5-year ACS CHAS data for Seattle finds that more than 60 percent of both Black households and Native American households are low-income renter households. The same is true for roughly half of both Pacific Islander households and Hispanic/Latino households. About a third of Asian households are low-income renter households. (While Asian households are disproportionately likely to have low incomes when compared with Seattle households overall, low-income Asian households are less likely to rent than are other low-income households in the city.)

²⁵ In Seattle, roughly a third of all units that are affordable at low income levels are occupied by households at higher income levels.

²⁶ See for [example](#) the 2018 analysis of affordability and availability by the National Low Income Housing Coalition in [The gap: A shortage of affordable homes](#) cited in the Harvard University Joint Center for Housing Studies report, [The state of the nation’s housing 2019](#), and HUD’s 2019 Worst Case Housing Needs Report to Congress. The City of Seattle used this methodology to help assess the gap between Seattle’s housing needs and supply in the [Housing Appendix to the Seattle 2035 Comprehensive Plan](#) (pp. 516-519). Other examples applying this methodology at local and state levels include the Federal Reserve Bank of Philadelphia’s [Housing Affordability Data Tool](#) and the Washington State Affordable Housing Advisory Board’s [2015 Washington State Housing Needs Assessment](#).

²⁷ The CHAS tabulations group AMI-based household income and housing affordability levels into three ranges (i.e., ≤ 30% AMI, >30% to ≤50% AMI, and >50% to ≤80% AMI). The results of the affordability and availability analysis are the most accurate when—within each range—the distribution of household incomes is similar to the distribution rental unit affordability levels.

Although we are unable to discern the specific within-range distribution of incomes and rental affordability levels from the CHAS tabulations used in the affordability and availability analysis, other tabulations in the CHAS data for Seattle show that the prevalence of cost burden tends to be higher for households closer to the bottom than the top of the 30-50% AMI range as well as closer to the bottom than the top of the 50-80% AMI range. *This suggests that incomes and affordability levels in Seattle are not distributed similarly to one another within the income ranges analyzed, and that the affordability and availability analysis presented in this report is therefore likely to understate shortages.*

²⁸ Vega Nguyen (VN) Research and All Home. (2020). [Count Us In: 2020 Seattle/King County point-in-time count of individuals experiencing homelessness](#).

²⁹ The rapid run up in rents this decade began around 2012 and continued past 2015.

³⁰ The change in median gross rent from the 2011-2015 5-year ACS to the 2018 1-year ACS was calculated using the Consumer Price Index Research Series Using Current Methods (CPI-U-RS) annual average per the Census Bureau’s general guidance for adjusting ACS estimates for inflation.

³¹ Our estimates are based on CHAS data, the special tabulation of ACS data that HUD obtains from the Census Bureau to help communities understand local housing needs. In the CHAS tabulation, income levels are based on HUD’s calculation of area median income, which include adjustments for household size. In tables categorizing the affordability of the rental housing supply, HUD considers whether a housing unit would be affordable to a generic household at the AMI-based income level of interest. (This is after accounting for the fact that suitable unit sizes vary by household size, i.e., assuming 1 person per studio and 1.5 persons per bedroom for other unit sizes.)

³² For more information on using CHAS data to measure the affordability and availability of the housing supply, see Paul Joice, U.S. Department of Housing and Urban Development. (2014). [Measuring housing affordability](#). *Cityscape: A Journal of Policy Development and Research*, 16(1).

³³ **Calculating shortages in affordable and available rentals as we move up the income scale**

In the 0-30% AMI income band, there are 40,540 renter households but only 13,115 rental units affordable and available, yielding a shortage of 27,425 units.

To see shortages at 50% of AMI, we need to add the households and rental units for the 30- 50% of AMI band to the 0-30% of AMI band:

- we add in 22,615 renter households with incomes of 30-50% of AMI, and
- we add in 23,725 rental units affordable and available with incomes of 30-50% of AMI.

We now have 63,155 renter households with incomes at or below 50% of AMI but only 36,840 rental units affordable and available at 50% of AMI, resulting in a shortage of 26,315 affordable and available units.

(The calculations are similar for calculating shortages at the 80% AMI threshold.)

To translate the numerical shortages to ratios at each income level, we divide the number of units affordable and available at or below the income threshold by the number of households at or below the corresponding threshold.

	At or below 30% of AMI	Incremental increase (>30% to ≤50% AMI)	At or below 50% of AMI	Incremental increase (>50% to ≤80% AMI)	At or below 80% of AMI
Rental units affordable and available at income threshold	13,115	23,725	36,840	35,205	72,045
Renter households with incomes at or below threshold	40,540	22,615	63,155	22,920	86,075
Shortage of units affordable and available at income threshold	(27,425)		(26,315)		(14,030)
Ratio of affordable and available units for every 100 households = (affordable and available rental units) / (renter households) * 100	32		58		84

Source: 2011-2015 5-Year ACS CHAS, U.S. Census Bureau and HUD.

Notes: Based on methodology outlined by Paul Joice, HUD, (2014). "Measuring Housing Affordability," *Cityscape: A Journal of Policy Development and Research*.

³⁴ The following table shows examples of HUD's official income limits. HUD calculates median income and associated income limits primarily to administer housing programs and set income limits for program eligibility; as such HUD's AMI-based figures can vary from actual income patterns in a community. HUD describes the way they calculate income limits at <https://www.huduser.gov/portal/datasets/il.html>. As Joice explains in [Measuring Housing Affordability](#), the AMI-based income levels that are used in the CHAS tabulations are similarly constructed but slightly different from official income limits produced by HUD.

Official HUD AMI-based Income Limits for 2015 Maximum Affordable Gross Rent						
	30% of AMI		50% of AMI		80% of AMI	
	Annual Income	Gross Rent	Annual Income	Gross Rent	Annual Income	Gross Rent
1 Person / Studio	\$18,850	\$471	\$31,400	\$785	\$46,100	\$1,153
1.5 People / 1 Bedroom	\$20,200	\$505	\$33,625	\$841	\$49,375	\$1,234
3 People / 2 Bedroom	\$24,250	\$606	\$40,350	\$1,009	\$59,250	\$1,481
4.5 People / 3 Bedroom	\$28,000	\$700	\$46,600	\$1,165	\$68,450	\$1,711
Note: HUD calculates Area Median Family Income (referred to in our report as Area Median Income or AMI) for the combination of King and Snohomish counties.						

³⁵ Persons experiencing homelessness are considered to be part of the population living in group quarters rather than households.

³⁶ See Raj Chetty, John Friedman, Nathaniel Hendren, Maggie R. Jones, Sonya R. Porter. (October 2018). [The Opportunity Atlas: Mapping the childhood roots of social mobility](#) [Working Paper]; and <https://opportunityinsights.org/paper-category/neighborhoods/> for related research.

³⁷ ACS data for Seattle shows that roughly 31% of the households of color and 35% of immigrant households contain two or more generations; this is significantly higher than the 22% share among White households (per analysis of the 2011-2015 American Community Survey 5-Year Public Use Microdata Sample using IPUMS USA, University of Minnesota, www.ipums.org.)

³⁸ More specifically, in the 2018-2019 school year (the most recent year for which numbers are posted), 2,662 Seattle Public Schools students (SPS) were homeless or unstably housed, based on data collected according to requirements of the federal McKinney-Vento Act. This is five percent of the district's total enrollment of 52,931 that year. Students are considered homeless if they are unsheltered; in shelters or transitional housing; or doubled-up with relatives or friends due to a loss of housing, economic hardship, or similar reason. (Statistics cited are based on [homeless student counts by district](#) compiled by the state Office of the Superintendent of Public Instruction and on the SPS 2018-2019 [Annual Enrollment Report](#).)

As documented in an April 30, 2019 report from the Washington State Auditor on [K-12 students experiencing homelessness](#), the causes of student homelessness are many, with the shortage of affordable housing being one of the most common.

³⁹ Sara Anne Lloyd wrote about this trend in [Seattle has a family-size housing problem](#), *Curbed*, Sep 13, 2017.

⁴⁰ Based on 2013-2017 ACS 5-Year microdata obtained via IPUMS USA, eighty-six percent of Seattle renter families with one or more "own children" reside in units with at least two bedrooms.

⁴¹ Claudia D. Solari and Robert D Mare. (2012). [Housing crowding effects on children's wellbeing](#), *Social Science Research*, Vol. 41,2: 464-76.

⁴² Chetty, et. al. (October 2018).

⁴³ City-funding for units includes funding for newly constructed units and funding for preservation of units to guarantee long-term affordability. The latter category includes reinvestment of funds in existing rent- and income-restricted housing; the latter category also includes acquisition of market-rate housing, and placement of rent- and income restrictions on those units to provide long-term affordability.

⁴⁴ With the City's Mandatory Housing Affordability (MHA) and Incentive Zoning (IZ) programs, developers have the option of providing rent- and income-restricted units within each building being constructed (or in certain instances, on an alternate site), or making an "in-lieu" payment contributing to a City fund used for the preservation and production of affordable housing.

⁴⁵ Rent and income limits vary depending on the affordable housing program.

- Some programs limit rent for a unit dependent on actual income of a household (e.g. 30 percent of the household's income).
- In other programs, rent and income limits operate as caps. In such programs, the maximum rent that can be charged is based on the same percentage of AMI that restricts income-eligibility for the unit. While such programs provide access to units by households in need, tenants served by these programs may still experience some level of cost-burden. (With income and rent limits structured this way, for example, a household with an income of 65% of AMI in a unit with an 80% of AMI rent maximum could be charged the rent affordable at 80% of AMI.)

⁴⁶ The Office of Housing's [Housing Funding Policies](#) related to rental housing program project location priorities are detailed in Exhibit B (p. 5) of Ordinance 125852.

⁴⁷ The [Comprehensive Plan Urban Village Indicators Monitoring Report](#), released by OPCD in July of 2018, tallies the number of rent- and income-restricted units for each urban center and urban village in Seattle and includes a map of these units along with urban center and village boundaries. See pages 45-51 of the report.

⁴⁸ More specifically, rent- and income-restricted unit residential units are units with one or more regulatory agreements that restrict both the eligibility of tenant households based on income and rent that may be charged. This tally of rent- and income-restricted housing units includes those defined as a dwelling unit by the Land Use Code as well as units that are sleeping rooms in congregate residences and beds in living facilities such as group homes.

⁴⁹ Examples of the latter include units in many of the buildings owned by the Seattle Housing Authority and units in some buildings with bond financing through the Washington State Housing Finance Commission

⁵⁰ King County is undertaking an inventory of rent- and income-restricted units countywide to support implementation of the [Regional Affordable Housing Task Force's Five-Year Action Plan](#). The methodology for collecting and tracking these units is still being discussed. City of Seattle staff in OPCD and OH are hopeful that this will make it easier for the City to monitor information on units located in Seattle with rent- and income-restrictions regulated by non-City entities.

⁵¹ Statistics cited on vouchers are based on the [Seattle Housing Authority 2018 Annual Report](#), which indicates that SHA provided 7,039 tenant-based vouchers that year, and on communication with Dani Fitts, SHA Manager of Data, Compliance, and Training, December 16, 2019.

⁵² The Southwest Teen Life Center is one of three City-operated Teen Life Centers, the other two of which are connected to or adjacent to community centers. While the Southwest facility is not associated with a full-fledged community center, it is open Tuesday through Saturday and has as a public swimming pool adjacent. We decided to include this facility in our analysis given what we heard in communities about the importance of recreational facilities for youth.

⁵³ We use the same street network data for all proximity-based indicators we are monitoring. Using street network data from King County for this purpose gives us the flexibility to reflect proximity to amenities just outside of Seattle city limits as well to amenities within Seattle. Although capturing locations outside of the city is not an issue with respect to City-operated facilities, the flexibility gained by using the King County street network is important for analyzing proximity to other amenities such as grocery stores.

⁵⁴ For more information, see City of Seattle (2019, September 13) [Mayor Durkan announces \\$5 million to community organizations through the Equitable Development Initiative](#) [Press release]; and the [Othello Square website](#).

⁵⁵ The survey conducted for the City's [2018 Technology Access and Adoption Study](#) found that nearly half of households below the federal poverty level and nearly 70 percent of respondents experiencing homelessness had accessed the internet at a library in the previous month. (Statistics on "Places Households Access Internet" obtained from the [dashboard](#) published by the Seattle Information Technology department.) A Seattle Public Library (SPL) program also lends out mobile hotspots to enable patrons to access the internet more easily.

⁵⁶ In SPL's 2018 survey, two out of three Seattle residents over 18 years of age said they used the library in some way in the last six months. In the same survey, half of respondents said they borrow physical materials on a regular basis. See September 2019 news release titled "[Survey results show strong use and satisfaction with services of the Seattle Public Library](#)." While the active library borrower rate that we calculate is not directly comparable with the statistics from the 2018 survey, looking at these data in tandem indicates that a sizable proportion of the people who are using the library are not checking out materials

⁵⁷ A [slideshow on the 2019 Levy Renewal](#) presented by SPL in March of 2019 showed that branches in lower-income neighborhoods have patrons with bigger average fine balances and larger proportions of accounts locked due to balances over \$15. The data presented showed that a third or more of patron accounts were locked at the Douglass-Truth, Rainier Beach, New Holly, Delridge, South Park. All of these branches are within RSE priority areas.

⁵⁸ Jan Oscherwitz, the Library's levy administrator, remarks that "national research on library systems that have gone fine free, such as Salt Lake City Public Library, shows that eliminating fines can lead to positive outcomes, such as increases in circulation, materials returned, and library card sign-ups." (Communication via 11/19/2019 email.)

⁵⁹ These tallies comprise 87 percent of SPL cardholder accounts. These tallies omit addresses listed as Post Office boxes, general delivery addresses, and addresses that SPL was not able to correct using the standard USPS address checking tool. (Accounts with addresses outside of the city of Seattle are also omitted from this analysis.) The SPL tallies come from a report generated in November 2019. The household population figures used in the analysis are based on Small Area Demographic Estimates for 2018 from the Washington State Office of Financial Management.

⁶⁰ In single-family neighborhoods, the lack of grocery stores is in part a function of zoning that does not allow retail.

⁶¹ The main data source for the grocery stores indicator in our report is a list of healthy food stores provided by PHSKC's Assessment, Policy Development and Evaluation unit. This list originated with the UFL's work to categorize food stores in 2015 Public Health—Seattle & King County Food Permit records (updates of which are on the [King County GIS Open Data](#) site). The list we use also incorporates additional work that PHSKC did, building on analysis by UFL, to classify whether each food store is healthy. Once we received the list from PHSKC in 2019, we performed further research to update Seattle healthy food stores on the list.

The following studies by lead researchers at PHSKC and UFL informed our analysis:

- K Bolt, L Carter, D Casey, NL Chan, R Chen, JC Jones-Smith, M Knox, VM Oddo, M Podrabsky, BE Saelens, A Schachter, M Ta, L Pinero Walkinshaw, and A Yang. (February 2019). [Healthy food availability & food bank network report](#). Report produced for the City of Seattle and Seattle City Council.
- Anne Vernez Moudon, University Urban Form Lab, Department of Urban Design and Planning, University of Washington with Adam Drewnowski, Glen E Duncan, Philip M Hurvitz, Brian E Saelens, Eric Scharnhorst. (July 2013). [Characterizing the food environment: Pitfalls and future directions](#). *Public Health Nutrition*. 16(7), 1238-1243.
- Junfeng Jiao, Anne Vernez-Moudon, Jeffrey Ulmer, Phillip Hurvitz., Andrew Drewnowski. (2012). [How to identify food deserts: Measuring physical and economic access to supermarkets in King County, WA](#). *American Journal of Public Health*. 102(10):e32-9.

⁶² We also used the City's business license data and staff's local knowledge to identify a small number of additional stores that met our criteria. (We do not include farmers markets due to their limited hours.)

⁶³ Another important aspect is the relative concentration in neighborhoods of healthy food sources versus unhealthy sources. The PHSKC and UFL research cited earlier exemplify the more nuanced analysis that researchers have moved to when examining healthy food access. Furthermore, PHSKC's recent report to the City on healthy food availability (K Bolt et. al., February 2019) stresses that actions to advance equity also require close consideration of food insecurity and underlying barriers including poverty.

⁶⁴ World Health Organization. [How air pollution is destroying our health](#) [Webpage].

⁶⁵ Sources:

- American Lung Association. [Disparities in the impact of air pollution](#).
- Office of Transportation and Air Quality. (August 2014). [Near roadway air pollution and health: frequently asked questions](#). Environmental Protection Agency. EPA-420-F-14-044.
- Center for Public Health and Environmental Assessment. (December 2019). [Integrated Science Assessment \(ISA\) for particulate matter](#) (Final Report). U.S. Environmental Protection Agency. EPA/600/R-19/188.

⁶⁶ Studies suggest that low levels of education and the psychosocial stressors that accompany poverty also lead to greater susceptibility:

- Cushing, L., Faust, J., August, L. M., Cendak, R., Wieland, W., & Alexeeff, G. (2015). [Racial/ethnic disparities in cumulative environmental health impacts in California: Evidence from a statewide environmental justice screening tool](#) (CalEnviroScreen 1.1). *American Journal of Public Health*. 105(11), 2341–2348.
- Gee, G. C., & Payne-Sturges, D. C. (2004). [Environmental health disparities: a framework integrating psychosocial and environmental concepts](#). *Environmental Health Perspectives*, 112(17), 1645–1653.

⁶⁷ See Puget Sound Clean Air Agency (PSCAA) publications:

- Tania Tam Park, et. al. (2014, September 15). [Highly impacted communities](#): Puget Sound Clean Air Committee recommendations.
- (2011, February). [2010 Study of air toxics in Tacoma and Seattle](#) [Report Executive Summary].
- (2016). [Air quality in the Duwamish Valley](#) [Information sheet].

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- (2018, June). [Near-road air toxics study in the Chinatown-International District](#) [Report].

⁶⁸ The American Lung Association's 2019 [State of the Air](#) report found that the Seattle-Tacoma-Bellevue Metropolitan Statistical Area had the ninth highest level of short-term (24-hour) particle pollution in the country between 2015 and 2017.

⁶⁹ In addition to the PSCAA publications cited previously, other resources include:

- The September 2013 factsheet about the findings of [Diesel exhaust exposure in the Duwamish](#), a study conducted by Puget Sound Sage in partnership with University of Washington's School of Public Health
- [Duwamish valley cumulative health impacts analysis](#) (CHIA), an analysis by L. Gould L, BJ Cummings, produced for Just Health Action and Duwamish River Cleanup Coalition/Technical Advisory Group, March 2013. The CHIA ranked the 98108 ZIP code (which includes Beacon Hill and the Duwamish Valley neighborhoods of Georgetown and South Park) as the Seattle ZIP code most impacted by air pollution.

⁷⁰ This is consistent with an observation from Erik Saganić of PSCAA noting that monitors in the Duwamish Valley and the Chinatown-International District show some of the highest annual average levels of fine particulate matter measured by air quality monitoring stations in the region. (August 14, 2019 communication.)

⁷¹ Per the Washington State Department of Ecology's website, an [air operating permit](#) is required for major sources (such as power plants, oil refineries, and industrial facilities) that emit, or have the potential to emit, more than the following on an annual basis: 100 tons of any air pollutant, more than 10 tons of any hazardous air pollutant, or more than 25 tons of a combination of hazardous air pollutants.

⁷² The PSCAA [lists](#) the following pollution sources in Seattle as having an approved air operating permit.

- In the Greater Duwamish Valley M/IC
 - Ardagh Glass
 - Ash Grove Cement Company
 - Boeing Commercial Airplane Group North Boeing Field, Plant 2
 - Franz Bakery Northern Division - 6th Avenue
 - Nucor Steel (Formerly Birmingham Steel)
 - Vigor Shipyards (Formerly Todd Shipyards)
- Outside the Greater Duwamish Valley M/IC
 - Enwave Seattle (Formerly Seattle Steam)
 - Franz Bakery Northern Division - Weller Street
 - King County Natural Resources Wastewater Treatment
 - University of Washington Power Plant and Hospital

⁷³ See the PSCAA's webpage on [pollution source registration](#).

⁷⁴ Data obtained via the PSCAA website and from the [PSCAA Community Air Tool, Version 2](#), August 2018, provided by Erik Saganić.

⁷⁵ Karner AA, Eisinger DS, Niemeier DA. (2010, Jul 15). [Near-roadway air quality: Synthesizing the findings from real-world data](#). *Environmental Science & Technology*, 44(14):5334-44.

⁷⁶ Gas stations were excluded from the first version of PSCAA’s Community Air Tool (CAT) due to a concern that traffic-related air pollution could be double counted if gas stations were included.

The original version of the CAT included total vehicle counts along roads as one of its component measures and omitted gas stations due to concern that including the locations where people put gas in their cars would, in effect, double count air pollution impacts associated with vehicles. As described in the [Community Air Tool \(CAT\) Version 2 Metadata](#), version 2 of the CAT replaced total vehicle counts with data to represent the impact from diesel trucks in order to capture the more pronounced risk for health from diesel exhaust.

Introducing gasoline stations back into the CAT could present some potential for double counting air pollution exposure impacts from traffic- and road-related sources, but that concern with double-counting is reduced with the impact from vehicular sources now focused more narrowly on diesel truck traffic. EDMP staff in OPCD plan will work with PSCAA to explore including gas stations the next time OPCD updates our indicator on exposure to air pollution.

⁷⁷ Noted in Public Health Seattle & King County webpage on “Indoor air quality and mold prevention guidelines.”

⁷⁸ The City of Seattle’s Office of Sustainability (OSE) documented air pollution and other environmental hazards, along with community stories, in the [Environmental Equity Assessment Pilot](#) completed in 2016 as part of OSE’s [Equity & Environment Initiative](#). Audio files of the community stories on how environmental hazards and work to improve the environment are part of community members’ lives, can be accessed on [The Seattle Globalist’s #UpliftAll](#) webpage.

⁷⁹ More specifically, “unlike the city, King County did not have development regulations that required the construction of sidewalks as part of platting and building nor a program to construct sidewalks.” This is per Stephen Fesler. (2015, August 18). [Map of the week: Lack of sidewalks in Seattle](#). *The Urbanist*. (The Arbor Heights neighborhood in West Seattle was also part of unincorporated King County until the mid-1950s and is also mostly without sidewalks.) For details, see the [Seattle annexation map](#), Municipal Archives, City of Seattle Office of the City Clerk.

⁸⁰ A large majority of households in Seattle have at least one automobile but 16 percent have no vehicle. Twenty-four percent of households with a householder of color compared to roughly 13 percent of households with a White householder. Thirty-one percent of Black households do not have a vehicle. These estimates are based on analysis of 2011-2015 5-Year ACS Public Use Microdata Samples by PolicyLink and PERE published in the National Equity Atlas.

⁸¹ Workers of color (particularly Black workers), immigrants, and women, are more likely than others to work non-typical hours. Source: María E. Enchautequi. (2013, July). [Nonstandard work schedules and the well-being of low-income families: Low-income working families paper 26](#). Urban Institute.

Information from the ACS on the time people leave home for work show that workers living in Seattle, like workers in the U.S. as a whole, are more likely to work nonstandard hours if they are people of color (per analysis of 2011-2015 ACS 5-Year Special Population Tables).

⁸² Only one percent of housing units have access to rail transit but lack access to frequent bus service meeting our definition for extended-duration service.

⁸³ Link light rail trains operate from 5 a.m. to 1 a.m. Monday through Saturday, and from 6 a.m. to midnight on Sunday and holidays. They are scheduled to run every 6 to 15 minutes depending on the time of day and day of week.

We use the longer walking distance for Link light rail based on generally accepted planning guidance and research indicating that people commonly walk up to a half-mile to get to light rail stations. Light rail is

distinguished by its exclusive right-of-way, which provides for short travel times and enhanced reliability making the half-mile distance an appropriate standard. Puget Sound Regional Council. (2015, February). [Transit-supportive densities and land uses: A PSRC guidance paper](#), p. 13.

⁸⁴ The Seattle Streetcar currently has two lines operating: the First Hill Line and the South Lake Union Line.

- The [First Hill line](#) operates from 5 a.m. to 1 a.m. Monday through Saturday and from 10 a.m. to 8 p.m. Sunday and holidays. Scheduled frequency is every 10 to 12 minutes from 6 a.m. to 7 p.m. Monday through Friday and 5 a.m. to 11 p.m. Saturday; and 15 to 25 minutes during other operating times.
- The [South Lake Union line](#) operates from 6 a.m. to 9 p.m. Monday through Thursday, 6 a.m. to 11 p.m. Friday and Saturday, and 10 a.m. to 7 p.m. Sunday and holidays. Scheduled frequency is every 10 to 15 minutes depending on time of day and day of week.

⁸⁵ Some of the bus routes included, such as the three King County Metro [RapidRide](#) routes operating in Seattle (routes C, D, and E) run even more frequently during these time periods and additionally include night owl service on weeknights from 12 a.m. to 6:00 a.m. While planners commonly use a half-mile walkshed for analyzing the fastest and most frequent bus service, we opted to use quarter-mile walkshed for all bus and streetcar routes, considering that conditions (e.g., hilly terrain) or individual's circumstances (e.g., physical disability, medical issues, or walking with young children) may make it uncomfortable or challenging for people to walk further.

⁸⁶ Living close to a large number of jobs is especially beneficial for employment outcomes of low-income residents and people of color. The summary of existing evidence presented in the sidebar is from the introduction to the Brookings Institution's 2015 report, [The growing distance between people and jobs in metropolitan America](#), by Elizabeth Kneebone and Natalie Holmes. Kneebone and Holmes find: "Proximity to employment proves particularly important to certain kinds of workers and residents. For instance, the duration of joblessness among black, female, and older workers tends to be more sensitive to job accessibility than it is for other kinds of workers. For poor residents, living closer to jobs increases the likelihood of working and leaving welfare."

⁸⁷ Of all RSE priority census tracts, the two in the Pioneer Square/International District neighborhood have access to the largest number of jobs via transit (687,000 jobs). (These census tracts also have the highest number of transit-accessible jobs of all the tracts in the city and the entire four-county region.) In contrast, the RSE priority area with the lowest number of jobs accessible via transit (60,000 jobs) is the Rainier Beach census tract located at the southeast corner of the city.

⁸⁸ See the [VISION 2050 draft supplemental Environmental Impact Statement](#) (February 2019) on [PSRC's Vision 2050](#) webpage.

⁸⁹ The estimate for each tract is itself a weighted average based on modeling at a more detailed geographic analysis.

⁹⁰ The information for this indicator does not currently reflect the substantial improvements to service made possible by Seattle Transportation Benefit District that was approved by voters in 2014.

⁹¹ As described in an Urban Institute report, this can put transit-dependent persons at a disadvantage in searching for and commuting to jobs. Rolf Pendall et. al. (2014) [Driving to Opportunity](#): Understanding the Links among Transportation Access, Residential Outcomes, and Economic Opportunity for Housing Voucher Recipients. Urban Institute.

⁹² Brett Barkley, Federal Reserve Bank of Cleveland. [The role of equitable transit-oriented development in promoting economic opportunity](#) [Published by Federal Reserve Bank of Philadelphia in *Cascade*, No. 97, Fall 2017]. This article describes findings from several studies that looked at relationship between labor

market outcomes and job accessibility, factoring in aspects such as transit service levels, private automobile access, and distance between homes and workplaces.

⁹³ While it may not be feasible to construct a metric simple enough to be measured on an ongoing basis in our monitoring program, existing studies provide examples of the types of methods and data sources we could explore. Such studies include:

- Kyle DeMaria and Alvaro Sanchez. (2018, December). [Accessing economic opportunity](#): Public transit, job access, and equitable economic development in three medium-sized regions. Federal Reserve Bank of Philadelphia.
- Yingling Fan, Andrew Guthrie, and Kirti Vardhan Das. (2016, May). [Spatial and skills mismatch of unemployment and job vacancies](#): Opportunities for integrated transit planning and workforce development. Center for Transportation Studies, University of Minnesota.

⁹⁴ There is a relationship between commuting and wellbeing, and that relationship varies by travel mode. Research generally indicates that commuting by car and bus are the most stress-inducing ways to get to work.

- Ben Clark, Kiron Chatterjee, Adam Martin & Adrian Davis. (2019, March). [How commuting affects subjective wellbeing](#). *Transportation*.
- Christine M. Hoehner, Carolyn E. Barlow, Peg Allen, and Mario Schootman. (2012, June). [Commuting distance, cardiorespiratory fitness, and metabolic risk](#). *American Journal of Preventative Medicine*, 42(6): 571–578.
- Eric Jafee. (2015, September 21). [Drivers have the most stressful commutes](#). *CityLab*.

In the first referenced article (Clark, 2019), walking and bicycling to work was found to be associated with more satisfaction with leisure time and walking to work with reduced emotional strain.

⁹⁵ Using the 1-year ACS estimates to estimate trends in travel times by race and ethnicity due to the lower sample sizes and limited detail in 1-year ACS tables. That said, comparing the 2018 1-year estimates to the 2011-2015 5-year estimates suggests that average travel times to work likely increased for persons of color and transit commuters, but perhaps not as quickly as for other workers living in Seattle.

⁹⁶ The [Seattle Civil Rights & Labor History Project](#) website includes a special feature on “Segregated Seattle” with maps from 1920 to 2010 and a video describing the history of redlining.

⁹⁷ People responding to the ACS are instructed to enter “a one-way commute time” to indicate how many minutes it usually took them to get from home to work during the survey reference week.

⁹⁸ The average time workers spend traveling to jobs in Seattle workplaces is 34 minutes, compared to the 26.5 average travel time to work for workers living in Seattle. For commutes by transit, the estimates are 47 minutes compared to 37 minutes. (Data from the 2011-2015 ACS indicates that nearly three-quarters of workers living in Seattle are also employed within Seattle.)

The Census Transportation Planning Package (CTPP) parses ACS data more finely. The most recent CTPP dataset (comprised of 5-year data from the 2012 to 2016 ACS) indicates that people who both work and live in Seattle spend an average of about 24 minutes getting to their jobs while people who work in Seattle but live elsewhere in the metro area spend roughly 43 minutes commuting to their jobs. The same analysis performed for workers commuting via transit finds that those living in Seattle spend about 35 minutes to get to work compared to 58 minutes for those living elsewhere in the metro area.

⁹⁹ OSPI provides detailed [information about the Washington School Improvement Framework](#) (WSIF) on its website.

¹⁰⁰ Under the WSIF, all schools receive basic foundational supports. OSPI uses the WSIF index to identify schools for three tiers of school improvement support beyond foundational supports. The types of support provided in the various tiers include funding, technical assistance, and other help.

Roughly a quarter of the 57 neighborhood elementary schools included in our analysis are identified for “Tier 1” support due to the presence of 1 or 2 low-performing subgroups, and 9 (15%) are identified for “Tier 2” support due to either the presence of 3 or more low-performing subgroups or the need for English language learner progress.

None of the Seattle elementary schools have an overall WSIF score among the lowest statewide 5 percent of elementary schools scores, which is the primary threshold identifying a school for receipt of comprehensive “Tier 3” support.

The publicly available WSIF data are disaggregated by school, with data for small groups in individual schools suppressed to protect student privacy.

¹⁰¹ In the WSIF index, the reading/English language arts (ELA) and math proficiency indicators are based on the percentage of students meeting standard on Smarter Balanced Assessment instruments (or, for a small cohort, the WA-AIM assessment for students with significant cognitive disabilities). (ELA and math proficiency statistics reported elsewhere may be calculated differently and may reflect scores on the Smarter Balanced Assessment only.)

The structure of the publicly available WSIF data prevents us from using the WSIF dataset to aggregate statistics on test scores by race and ethnicity. However, OSPI and SPS publish summary statistics on ELA and math test score by race and ethnicity.

¹⁰² Third grade reading proficiency is [a measures of success](#) under the category of “High-Quality Instruction and Learning Experiences” in the [2019-2014 Seattle Public Schools Strategic Plan](#). Statistics on third grade math assessment show similar disparities as those found on third grade ELA assessment.

¹⁰³ OSPI developed the WSIF to help it implement the federal Every Student Succeeds Act (ESSA), which replaced the No Child Left Behind Act in 2015.

¹⁰⁴ To protect student privacy, this dataset includes some suppression of small student groups in individual schools or details on criteria for data suppression in the WSIF, see this information from OSPI on [missing data](#).

¹⁰⁵ Another elementary, Cascadia, enrolls only HCC students and is not included in our analysis.

¹⁰⁶ Statistics reported for 2018-2019 school year show Black students making up 2 percent of students identified as Highly Capable in the district even though they make up 15 percent of overall district enrollment. See the [“Advanced Learning: Work Session,”](#) presentation by SPS Division of Student Support Services, which was delivered at the Special Meeting of the Seattle Public Schools Board, September 25 2019.

Thurgood Marshall Elementary School’s PTA website also describes large racial disparities between HCC and other students at that school, saying, “The demographics at Thurgood Marshall widely differ between the students in the HCC program (which draws students from a wide geographic area) and in the Scholars (General Education) program (which draws from nearby neighborhoods).” [“Frequently Asked Questions about Thurgood Marshall Elementary,”](#) July 1 2018, Thurgood Marshall Elementary PTA. Equity Action Teams in the Thurgood Marshall school community are working to ensure that educational opportunities are offered in an equitable way.

¹⁰⁷ Readers can check the [SPS Advanced Learning webpage](#) for the most recent information on SPS’ review of the district’s HCC program.

¹⁰⁸ Sources (both based on public school data from the National Center for Educational Statistics):

- Janie Boschma and Ronald Brownstein. (2016, February 29). [The Concentration of Poverty in American Schools](#). *The Atlantic*.
- [“School Poverty” indicator estimates for primary schools in Seattle](#) (based on the 2015-2016 school year), PolicyLink/PERE National Equity Atlas.

¹⁰⁹ “Disconnected Youth” indicator estimates for Seattle city are [here](#) while estimates for the Seattle-Tacoma-Bellevue Metropolitan Area are [here](#). PolicyLink/PERE National Equity Atlas.

¹¹⁰ This study defined good jobs as ones paying a minimum of \$35,000 for workers between the ages of 25 and 44 and at least \$45,000 for workers between the ages of 45 and 64. Source: Center on Education and the Workforce (2018). [Pathways to good jobs: High school, middle skills, and bachelor’s degree](#). Georgetown University.

¹¹¹ This is based on our analysis of 2018 ACS 1-year estimates comparing the 50 cities with the largest populations in the U.S.

Gene Balk of the *Seattle Times* covered Seattle’s high level of educational attainment in more detail in [“Seattle is most-educated big U.S. city — and 8 in 10 newcomers have a college degree,”](#) February 25, 2019. Balk also looked at the 50 cities with the largest populations. See also David Peterson’s article [“Level of Education and the Poverty Line: An Analysis of the Largest US Cities,”](#) in *Medium*, February 4, 2019.

¹¹² Seattle’s top ranking in bachelor’s degree attainment among people of color that enables Seattle to leapfrog other well-educated large cities in overall attainment of 4-year degrees. (Seattle ranks 6th among the 50 largest U.S. cities on the prevalence of bachelor’s degree attainment among White non-Hispanics.)

¹¹³ The gap between Whites and Asians is substantial but not as large as it is between Whites and other groups of color including Blacks, and persons who are of Hispanic or Latino ethnicity. In 2018, the shares of persons 25 and older with a bachelor’s degree or above were estimated at 64.7 percent among Asians, 44.0 percent among persons of Hispanic or Latino ethnicity, and 32.3 percent among Blacks.

¹¹⁴ The estimates for these detailed immigrant sub-groups are for the broader Seattle-Tacoma-Bellevue Metro Area and are from the 2011-2013 ACS 3-year “Selected Population Profile.” Compared with all immigrants living in our metro area, immigrants from Eastern Africa and Vietnam were about half as likely to have a bachelor’s degree and immigrants from Central America and Mexico were about one-quarter as likely to have a bachelor’s degree.

¹¹⁵ Newcomers are generally more likely to have college degrees than people who grew up in an area. In Seattle, newcomers are especially well-educated. ACS estimates indicate that roughly 77 percent of recent movers who arrived in Seattle from another state have at least a four-year degree; this compares to 65 percent of recent interstate movers to other principal cities in U.S. metropolitan areas. (These statistics are from our analysis of the Public Use Microdata Sample from the 2014-2018 5-Year ACS on IPUMS-USA. The ACS questionnaire asks respondents where they lived 12 months ago.)

¹¹⁶ Rates of college degree completion among high school graduates are higher for SPS than for urban school districts generally: 46 percent compared to 36 percent respectively among students who graduated from high school in 2011. Furthermore, the SPS Research & Evaluation Department notes an upward trend in the share of SPS high school graduates in historically disadvantaged racial and ethnic groups who are earning a college degree—from 23 percent for high school graduates in the class of 2009 to 27 percent for the class of 2011. Sources:

- Seattle Public Schools Research & Evaluation Department. (2018, March 2018). [College-going trends](#).

- Office of the Superintendent of Public Schools. [Graduation by student demographics](#) annual trend data for the 2014-15 to 2018-19 school years. Washington State Report Card [Data dashboard].
- National Student Clearinghouse Research Center. (2018). [High school benchmarks 2018: National college progression rates](#).

¹¹⁷ Priyanka Boghani. (2017, November 22). [How poverty can follow children into adulthood](#), *PBS Frontline*.

¹¹⁸ Selected Population Tables from the 2011-2015 ACS.

¹¹⁹ These observations are based on various analyses of 2011-2015 ACS 5-year data including the Special Population Tables and Policy Link/PERE's compilation of estimates in the National Equity Atlas.

¹²⁰ The wide variations in incomes seen among Asians in Seattle are part of a pattern among Asians in the U.S. A 2018 report by the Pew Research Center report by Rakesh Kochhar and Anthony Cilluffo, [Income inequality in the U.S. is rising most rapidly among Asians](#), found that by 2016, income inequality among Asians had risen above levels for all other major racial and ethnic groups. Much of this trend has been driven by socioeconomic differences between Asian immigrants who came to the U.S. as refugees and those who arrived as H-1B visa holders.

¹²¹ The Census Bureau's [detailed table of official poverty thresholds](#) based on family size and composition is available online.

¹²² More technically, the close correspondence between the prevalence of near poverty incomes and the location of RSE priority areas due in part to the inclusion of near-poverty incomes in the RSE Index. The correspondence is also a reflection of the tight correlation between lack of sufficient income and other types of disadvantage in the RSE Index.

¹²³ For details on the data available, see Lisa J. Dettling, Joanne W. Hsu, Lindsay Jacobs, Kevin B. Moore, and Jeffrey P. Thompson with assistance from Elizabeth Llanes. (2017, September 27). [Recent trends in wealth-holding by race and ethnicity: Evidence from the Survey of Consumer Finances](#). Federal Reserve. (Estimates from the [2019 survey](#) are anticipated to be available in late 2020.)

For additional analysis, see Angela Hanks, Danyelle Solomon, and Christian E. Weller. (2018, February 21). [Systematic inequality: How America's structural racism helped create the black-white wealth gap](#). Center for American Progress.

¹²⁴ Source: Bureau of Labor Statistics. (2019, April). [BLS reports: A profile of the working poor, 2017](#). This BLS analysis is based on estimates from the Annual Social and Economic Supplement to the Current Population Survey (CPS) conducted by the U.S. Census Bureau. BLS profiles focus on persons who spent at least 27 weeks in the labor force (i.e., working or looking for work) but who had below-poverty incomes. The CPS does not provide local statistics.

¹²⁵ The 2017 1-year ACS estimates for Seattle show a poverty rate (based on 100% of poverty thresholds) of 18.9 percent for part-time workers. The poverty rate in Seattle for part-time workers is, in fact, much closer to the poverty rate for residents who were not employed (24.4%) than to the poverty rate for residents who worked full-time (1.0%). These estimates cover workers age 16 and over.

Estimates are not available for Seattle on the prevalence of people working part-time despite desiring full-time work. However, data from the CPS indicates that 29 percent of people working part-time in the U.S. in 2017 wanted to work full time. This percentage is likely much higher for persons in marginalized population groups. Lauren Bauer. (2019, January 3). [Who was poor in the United States in 2017?](#) [Blog post]. The Hamilton Project.

¹²⁶ Sources:

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- William D. Bradford. (2014, May 28). [The “myth” that black entrepreneurship can reduce the gap in wealth between black and white families](#). 28(3), 254-269. *Economic Development Quarterly*.
 - Robert W. Fairlie. (2004). [Does business ownership provide a source of upward mobility for blacks and Hispanics?](#). *Public Policy and the Economics of Entrepreneurship*., p. 153-179.

¹²⁷ In this report, we refer to firms “owned by people of color” interchangeably with firms that are “minority owned.”

¹²⁸ Asians own a disproportionately large share of the employer firms in the U.S. Source: Michael McManus. (2016, September 14). [Issue Brief 12, Minority business ownership: Data from the 2012 Survey of Business Owners](#). U.S. Small Business Administration Office of Advocacy.

Gene Balk reported on results from another survey called the “Annual Survey of Entrepreneurs” (ASE) in [“Minority-owned businesses plentiful in Seattle, but diversity is elusive.”](#) *Seattle Times*, September 6, 2016. The ASE provides estimates down to the metro area level, but not the city level. The 2014 ASE showed that within the Seattle-Tacoma-Bellevue Metropolitan Statistical Area as a whole, both Whites and Asians are over-represented in ownership of employer firms, compared to these populations’ shares of the adult population.

¹²⁹ SBO estimates for Seattle showed that (among non-publicly held firms classifiable by race and ethnicity) firms with employees generated 21 times the revenue that non-employer firms generated even though the number of employer firms was only 30 percent that of non-employer firms. (Profitability information comes from the 2017 Small Business Credit Survey. Source: [Small Business Credit Survey Report on Non-employer Firms](#). Federal Reserve Banks of New York, Cleveland, and Richmond.)

¹³⁰ Research suggests that Blacks and Hispanics/Latinos tend to hire residents within their communities at rates higher than other business owners do. Sources: Association for Enterprise Opportunity (2017). [The Tapestry of Black Business Ownership in America: Untapped Opportunities for Success](#).

Gene Balk’s September 6, 2016 article, [“Minority-owned businesses plentiful in Seattle, but diversity is elusive”](#) in the *Seattle Times*, provides local perspective on business ownership among people of color.

¹³¹ Information about the Annual Business Survey is available on the Census Bureau’s website at <https://www.census.gov/programs-surveys/abs/about.html>.

RACIAL EQUITY TOOLKIT

A Planning Tool to Help You Deepen Your Racial Equity Analysis During Each Phase of Planning

Department: SDOT

Contact Name: Shannon Walker

Contact Email: Shannon.Walker@seattle.gov

Type (Policy, Initiative, Program, or Budget Issue): Program

General Information

Title of policy, initiative, program, budget issue: Electric Vehicle Charging in the Right-of-Way Program

Description: The Electric Vehicle Charging in the Right-of-Way (EVCROW) pilot program allows the installation of electric vehicle (EV) charging stations at curbside locations or other parking areas located in the public right-of-way. EV charging stations are available to the public and existing parking regulations continue to apply. The Seattle Department of Transportation (SDOT) provides applicants guidance on available installation sites and facilitates the permitting process. This pilot is part of the City's Drive Clean Seattle Initiative and guided by the policy direction set forth in the Drive Clean Seattle Implementation Plan. It may intersect with other EV projects citywide. For example, some chargers permitted through EVCROW will likely be installed by Seattle City Light (SCL) as a part of their Public Fast Charging pilot or by other EVSE installation partners through a multi-regional grant project to electrify shared mobility services that SDOT also manages.

The first EVCROW pilot program ran from July 18, 2017, to December 31, 2018. the Transit and Mobility Division's New Mobility team is in the process of updating EVCROW to integrate learnings from the pilot program and strengthen considerations for racial equity and community engagement.

Purpose: The EVROW pilot program is designed to provide more public charging options across the City to serve more EV drivers, particularly shared mobility drivers and those that don't have access to EV charging at home. Replacing traditional gasoline vehicles with cleaner EVs helps the City achieve its climate action goals and improve local air quality. As more manufacturers provide EV options at decreasing prices, the adoption rate of EVs continues to increase. In 2018, total registrations of plug-in electric vehicles reached 6% market share in SCL service territory, signaling that these vehicles are on their way to mainstream adoption.¹ However, one remaining barrier to EV adoption is the lack of accessible and affordable public EV charging options. This pilot aims to address that barrier while other parallel public and private efforts work to address additional barriers including high vehicle cost and limited EV battery range. We also aim to expand EV charging equitably, in a way that provides benefits to host communities and does not exacerbate displacement risk.

¹ Electric Power Research Institute. EV Registration data by vehicle type for Seattle City Light Service Territory. August, 2018.

Step 1. Set Outcomes.

1a. What does your department define as the most important racially equitable community outcomes related to the issue?

RET TIP: This response should be completed by department leadership in consultation with the RSJI Advisor, Change Team Leads, and Change Team. Contact your division's Change Team Liaison for questions.

Recognizing that past transportation investments and policies have resulted in some communities receiving disproportionate benefits (e.g., quality, frequency, and reliability of transit service and transportation options) and other communities bearing disproportionate burdens (e.g., air pollution and exclusion from decision-making processes), SDOT aims to ensure that the EVCROW pilot infrastructure is equitably deployed, accessible to priority communities, and designed to benefit these communities and does not exacerbate real or perceived displacement risks.

EVCROW will strive to accomplish the following equitable outcomes, leading its analysis with race and considering the intersectionality of race with other attributes of “priority communities”, which it defines as communities of color, immigrants, refugees, people with low incomes, youth, indigenous populations, and limited-English proficient individuals. The objectives below are drawn in part from equity outcomes identified in the Environment and Equity Agenda, Drive Clean Seattle Racial Equity Toolkit, Transportation Equity Resolution 31773, and New Mobility Playbook.

- EVCROW will improve EV access for priority communities by helping to address the lack of publicly available EV charging—a key barrier to the adoption of EVs.
- EVCROW will work to partner with other parallel efforts to address additional barriers to EV adoption for priority communities.
- EVCROW will help enable a new, cleaner transportation option while continuing to prioritize transit, walking, and biking.
- EVCROW will work to mitigate any actual and perceived displacement risks presented by the infrastructure it deploys.
- Where possible, EVCROW will work to tie economic benefits of electrification back to priority communities by supporting access to new jobs and business opportunities in the growing clean transportation economy.
- EVCROW will work to tie benefits from EV charging infrastructure back to host communities by listening to community stakeholders and the City’s Environmental Justice Committee and working to integrate their feedback into program and site design.
- By replacing traditional vehicles with cleaner EVs, EVCROW will help improve air quality in priority communities, creating direct health benefits that begin to address long-standing environmental injustice.

1b. Which racial equity opportunity area(s) will the issue primarily impact: Education, Community Development, Health, Environment, Criminal Justice, Jobs, and/or Housing?

Community Development, Environment, Health, Jobs, Housing

1c. Are there impacts on: Contracting Equity, Workforce Equity, Immigrant and Refugee Access to Services, and/or Inclusive Outreach and Public Engagement?

Please describe:

- **Contracting Equity:** YES—This program centers on the installation of EV charging infrastructure and associated service equipment, presenting an opportunity to advance women- and minority-owned businesses (WMBEs) that could be involved in the purchase, installation, and maintenance of this equipment. Though the program is largely a permitting mechanism, future iterations could encourage or incentivize EV charging providers to prioritize WMBEs and local businesses for engineering and installation services, among other potential contracting needs.
 - **Workforce Equity:** NO
 - **Immigrant and Refugee Access to Services:** YES—One of the objectives of this permitting program is to improve access to EV charging infrastructure for shared-mobility users, including taxi and ridehailing/ridesharing (for-hire) drivers, many of whom are immigrants.² This program will also impact the way the curbside is used and managed, which presents a potential for adverse impacts on drivers (both commercial and non-commercial) and small business owners who are immigrants or refugees and rely in some way on available curb space.
 - **Inclusive Outreach and Public Engagement:** YES—This program is designed to facilitate the installation of EV charging infrastructure in local communities, presenting a significant opportunity for meaningful and inclusive outreach and engagement—for example, engaging for-hire drivers of color, community-based organizations (CBOs) that serve communities where EV chargers may be installed, and small business owners that may be impacted by changes to permitted curbside use. Conducting insufficient outreach and engagement would be harmful to the success of the program and would likely cause or exacerbate distrust from residents and community stakeholders, while conducting meaningful outreach and engagement may result in community acceptance, embrace, and/or ownership of this component of the city's Drive Clean initiative. *Responses to questions 2c and 4a offer more information on elements of this program's engagement strategy, which was informed by feedback received through human-centered design studies and program reviews by the Environmental Justice Committee.*
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² Though data on for-hire drivers' immigration status are limited, a variety of sources suggest that a majority of licensed cab drivers and Uber drivers are foreign-born (<https://www.seattletimes.com/articles/2014/3/3/rideshare-company-drivers-dont-fit-privileged-stereotype-march-2014>).

Step 2. Involve stakeholders. Analyze data.

2a. Are there impacts on geographic areas? (Y/N): Yes.

Check all neighborhoods that apply (*see map*):

<input checked="" type="checkbox"/> All Seattle Neighborhoods (<i>Directly</i>) <input type="checkbox"/> Ballard <input type="checkbox"/> North <input type="checkbox"/> NE <input type="checkbox"/> Central	<input type="checkbox"/> Lake Union <input type="checkbox"/> Southwest <input type="checkbox"/> Southeast <input type="checkbox"/> Delridge <input type="checkbox"/> Greater Duwamish	<input type="checkbox"/> East District <input checked="" type="checkbox"/> King County (outside Seattle) (<i>Indirectly</i>) <input checked="" type="checkbox"/> Outside King County (<i>Indirectly</i>) Please Describe: The choice of where to install chargers in Seattle city limits may impact the siting of future chargers in King County and the surrounding region.
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2b. What are the racial demographics of those living in the area or impacted by the issue?

Table 1 shows 2016 estimates of racial demographics for Seattle, King County, and the Seattle-Tacoma-Bellevue Metropolitan Area. These data are outdated, but they are the most up-to-date we have available.

Table 1: 2016 Estimated Racial and Ethnic Demographics for Seattle and surrounding area

<i>Race or Ethnicity</i>	<i>Seattle</i>	<i>King County</i>	<i>Metro Area</i>
One race			
White	69.2%	67.2%	71.1%
Black or African American	7.1%	6.2%	5.6%
American Indian or Alaska Native	0.6%	0.7%	0.9%
Asian	14.1%	16.0%	12.4%
Native Hawaiian and Other Pacific Islander	0.4%	0.8%	0.9%
Some other race	2.1%	3.1%	3.0%
Two or More races	6.5%	6.1%	6.3%
Hispanic or Latino of any race	6.6%	9.3%	9.6%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Though Seattle residents are the primary stakeholder in this program, for-hire drivers that work in Seattle are also a target stakeholder group and many may live outside the city for reasons related to affordability, displacement, and making/maintaining cultural connections. Though we do not have local/regional

demographic data about for-hire drivers, we estimate that people of color represent a significant proportion of for-hire drivers and those that drive full-time.³

2c. How have you involved community members and stakeholders?

RET TIP: Effective ways to include community members and stakeholders include, but are not limited to, initiating or attending community meetings, focus groups, City Commissions and Advisory Board meetings, and Change Team meetings to gather community input. Example: If your plans result in a reduction of hours at a community center, include conversations with those who use the community center as well as staff who work there; or if your plans implement a new penalty fee, survey/consult with the population and demographic of people at risk of negative impact to learn the best way to minimize the negative impact.

SDOT recently contracted a Human Centered Design firm to conduct a series of generative and evaluative qualitative research studies on where and how to site EV charging stations, with a focus on equitable deployment in communities of color and low-income communities. This work was conducted from July to September 2018 and designed to directly inform the next version of EVCROW. The work was accomplished through three main tasks: (1) shared mobility driver interviews (i.e., for-hire drivers), (2) community stakeholder interviews, and (3) a validation/participatory design focus group. Participants in these studies were screened to represent communities of color and low-income communities and were compensated for their time. Some key learnings from this work that will be taken into consideration during the update and redesign of the EVCROW program include:

- High upfront vehicle cost remains a barrier to the adoption of EVs in priority communities. However, some were interested in using an EV through a neighborhood car sharing service.
- Most participants, though interested in EVs, did not know how to get information about them and were concerned that materials would not be available in the predominant languages of their communities.
- Placing EV chargers in the right-of-way could negatively impact communities if they take away limited parking because they are only available to people who have electric vehicles (alluding to displacement).
- Some were concerned that people of color might experience racial profiling at EV charging stations, particularly if the stations were located at a public park.

The Environmental Justice Committee⁴ (EJC) reviewed Drive Clean Seattle, the broader transportation electrification plan that houses the EVCROW pilot program, on November 29, 2016, and March 24, 2017. Feedback from the committee has been integrated into current EV work at SDOT, including the Human Centered Design studies, and will be integrated into the EVCROW program redesign. SDOT provides regular report-backs to the EJC through the Drive Clean Seattle initiative.

³ A 2014 survey of Uber drivers in 20 U.S. markets representing 85% of the drivers in the U.S. found that a majority of respondents (59.6%) identified with a race/ethnicity other than “White Non-Hispanic” (<https://www.scribd.com/doc/253410228/An-Analysis-of-the-Labor-Market-for-Uber-Drivers>).

⁴ The Environmental Justice Committee comprises twelve individuals, all deeply connected to communities of color, Native peoples, immigrants, refugees, and people with low incomes and/or organizations who work closely with these communities or environmental justice issues. The committee was formed in 2017 as part of the Equity & Environment Agenda which is housed under Seattle’s Office of Sustainability & Environment.

To be respectful of the limited time of community members and stakeholders, future outreach and engagement efforts for EVCROW will be coordinated with the Drive Clean Seattle implementation strategy. SDOT will manage site-specific outreach and engagement for EVCROW sites in priority communities. Coordinating departments are currently sharing learnings from events and community meetings they attend related to EV charging and will continue to do so via shared folders online and regular check-in meetings.

2d. What do data and your conversations with stakeholders tell you about existing racial inequities that influence people’s lives and should be taken into consideration?

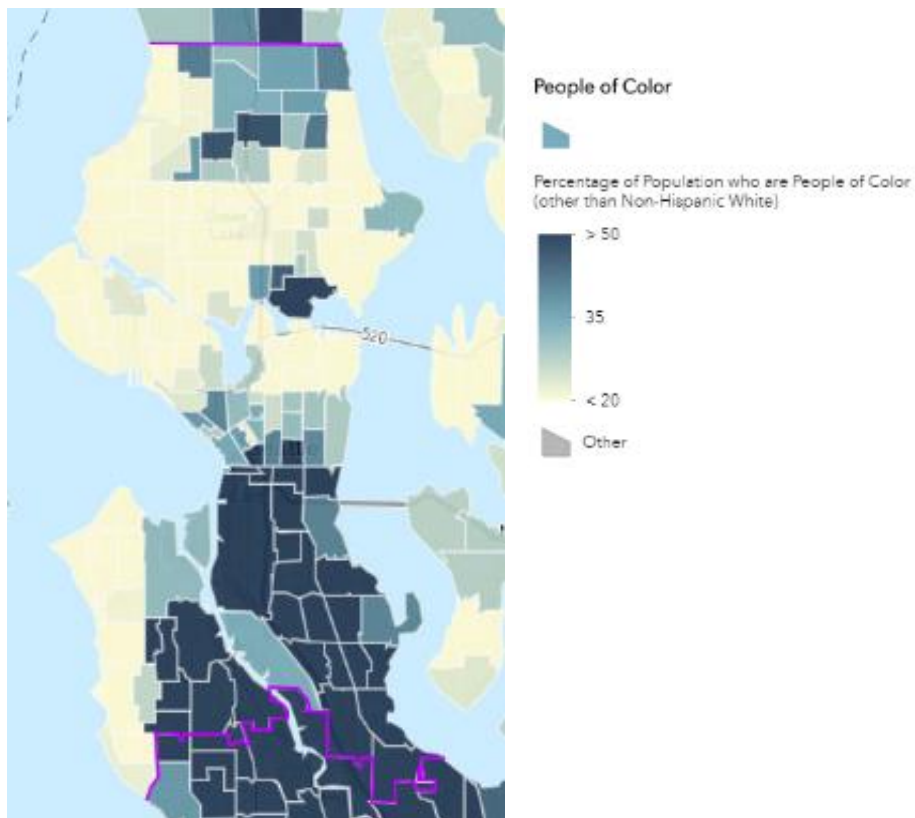


Figure 1: Distribution of People of Color in the City of Seattle. Source: U.S. Census Bureau ACS Demographic Estimates (DP05) Data Profile for census tract (based on 2010 census tract boundaries).
<http://seattlecitygis.maps.arcgis.com/apps/MapSeries/index.html?appid=3eb44a4fdf9a4fff9e1c105cd5e7fe27>

Data and conversations with stakeholders inform us that there are racial disparities in: access to decision-making power within City government;⁵ risk of displacement and access to opportunity (see Figure 2), access to EVs—and therefore ability to benefit from the installation of EV chargers—(see

⁵ According to 2017 City of Seattle employee data, 39.4% of the City’s workforce are people of color (relative to 37.8% of the county population) making the collective workforce representative, but “people of color are underrepresented in upper levels of employment by supervisory authority and pay.” (Source: https://www.seattle.gov/personnel/resources/pubs/forms/WFE_Update_Report_Final.pdf)

Figure 3); access to EV chargers (see

DC Fast Charger Count

Figure 4); environmental impacts;⁶ and transportation cost burden.⁷ Further, EV chargers installed in the right-of-way would in most cases replace parking spots that anyone with a car can use, limiting the use of the curbside to charging and parking for electric vehicles only and potentially taking away parking from local residents. We do not have local data on EV ownership by race, but given the current demographic makeup of EV owners and drivers extrapolated from the California Clean Vehicle Rebate Project,⁸ this

⁶ The City of Seattle Equity and Environment Agenda states that “13 of the 14 heaviest industrial polluters are located within half a mile of the places where communities of color, immigrants, refugees and low-income residents live” (US Census Bureau and Puget Sound Clean Air Agency) and “58% of the population that lives within one mile of the [Lower Duwamish Waterway] Superfund boundary are people of color” (US Census Bureau and EPA) (Source: <https://www.seattle.gov/Documents/Departments/OSE/SeattleEquityAgenda.pdf>).

⁷ The Housing and Transportation Cost Index shows transportation costs as a percentage of income across the City of Seattle (along with other geographies and at various granularities). The index shows the lowest transportation cost burdens concentrated in center city (Source: <https://htaindex.cnt.org/map/?mapR=105,-122.32355009520978,47.60513140580448,11,place,27521>)

⁸ The California Clean Vehicle Rebate Project (CVRP) manages the EV Consumer Survey, collecting responses from those who purchased or leased qualifying clean vehicles in California. Current data is available from September 2012-May 2015. 78% of respondents in this period reported an annual household income greater than \$100,000 and 64% reported themselves to be White/Caucasian. 85% of respondents owned their home.

replacement of parking spaces could have racially disparate impacts on both drivers and small business owners that rely on curbside parking for their patrons.

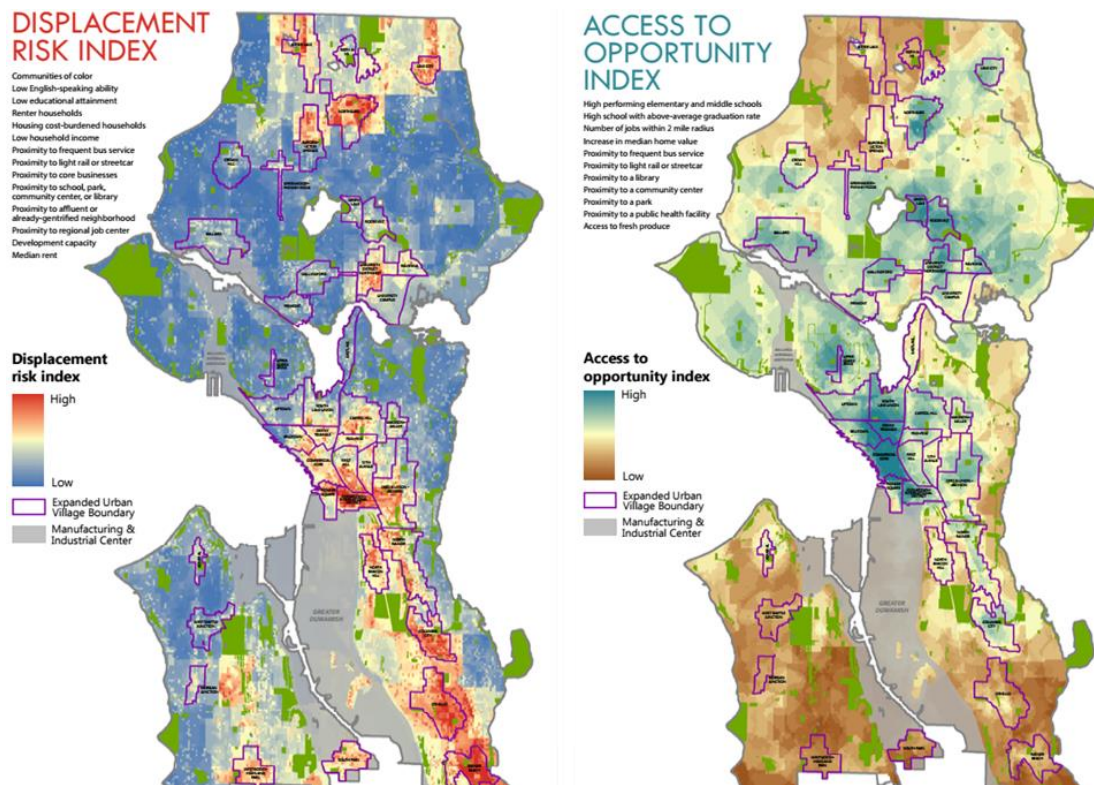


Figure 2: The Displacement Risk Index and Access to Opportunity Index show how both are distributed across the City of Seattle. (Source: Office of Planning and Community Development)

Geodemographic Distribution Of EV & Hybrid Registrations: Q3 2018

Bubble size indicates number of vehicles registered.
Lighter map colors are lower median family income.

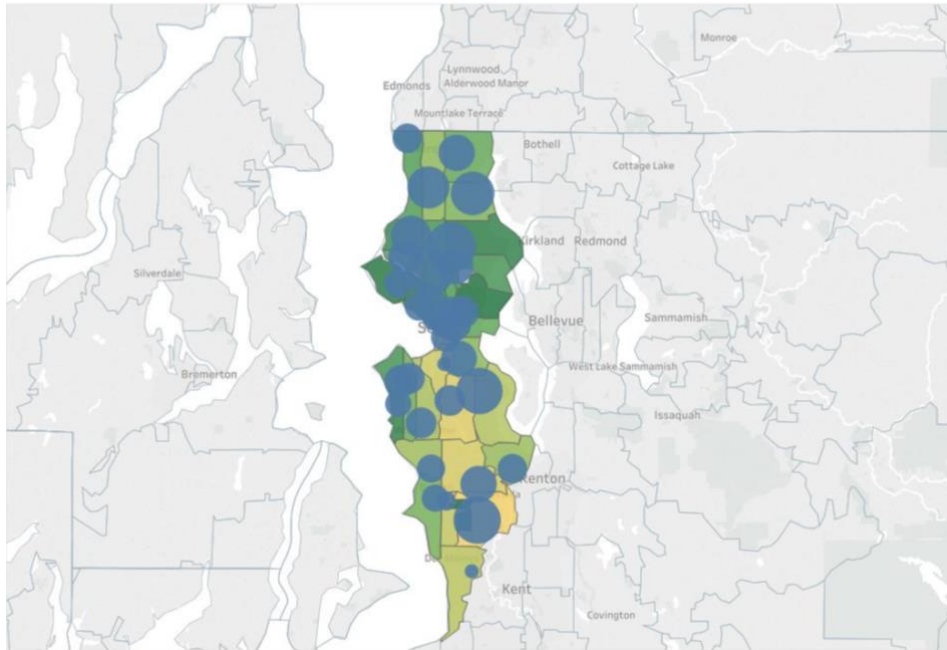
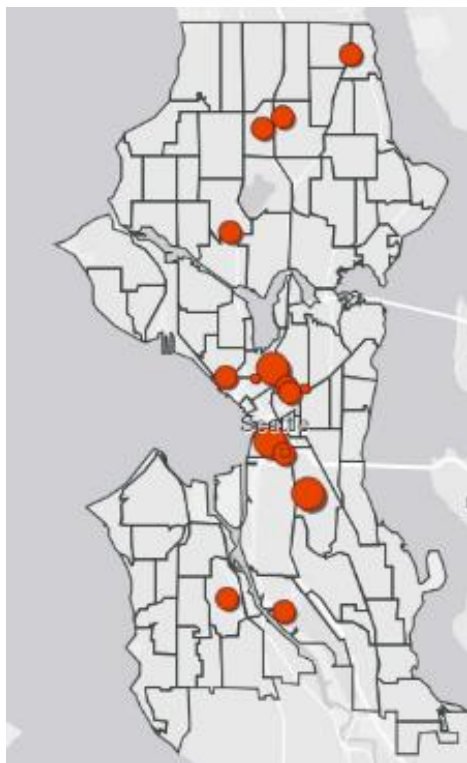


Figure 3: This figure from Seattle City Light shows the distribution of electric vehicle and hybrid vehicle registrations by zip code as of Q3 2018. (Source: 2016 American Community Survey and Washington Department of Licensing)



DC Fast Charger Count



Figure 4: The current network of publicly available DC fast charging stations in the City of Seattle is concentrated in the downtown and South Lake Union areas (Data Source: Alternative Fuels Data Center).

2e. What are the root causes or factors creating these racial inequities?

RET TIP: Consider examples like lack of affordability; lack of accessibility; lack of safety; lack of racially inclusive engagement; bias in process; barriers; etc.

The root causes of the inequities listed above are related to racial disparities in wealth, income, and geographic distribution across Seattle (all of which result in disproportionately high risk of displacement for residents, renters, and homeowners of color). Racial disparities in wealth and income also result in disproportionately low access to expensive private assets like EVs.

Historical disinvestment in communities of color (resulting from structural racism) negatively impacts the level of access to adequate transportation options (e.g., high-quality public transit, multiple mobility options, etc.)—combined with disparities in wealth and income, this disinvestment results in the cost of transportation being a higher portion of individual and household expenses for people of color than for white city residents. People of color are also disproportionately excluded from public engagement and decision-making processes for reasons related to political power, wealth, disenfranchisement, flexible work hours, biases held by planners, language access and others.

Step 3. Determine Benefit and/or Burden.

3a. How will the policy, project, program, or budget issue increase or decrease racial equity?

The EVCROW program can advance racial equity through providing access to cleaner, cheaper transportation options in priority communities by eliminating one key barrier to EV adoption: access to reliable public EV charging. While private investment has not focused on deploying EV chargers in these areas to date, EVCROW aims to help guide investment equitably across the City and partner with other parallel efforts to address additional barriers to EV adoption so that infrastructure deployments benefit host communities. Most EV chargers are currently located in mid- to high-income communities across Seattle and at popular destinations. This creates a chicken-and-egg problem where potential EV drivers in priority communities are less able to purchase an EV because they don't have anywhere to charge it. On the other hand, EV charging providers are hesitant to install infrastructure in areas where there is a lower market for EVs. EVCROW begins to address this issue by advancing the development of an equitable EV charging network, incorporating equitable development strategies for installing chargers in low-income communities and communities of color.

Furthermore, most current EV owners charge their cars at home at night, and this is not an option for most renters and multi-unit dwellers. Curbside charging via EVCROW stations can provide charging options for those who cannot rely on home or workplace charging, like many low-income for-hire drivers.

The EVCROW program may contribute to historical racial inequities by exacerbating ongoing displacement, which disproportionately negatively impacts individual residents, households, and communities of color (see 3f). The program does not (and cannot) set prices or a pricing structure for

charging, so it is also possible that the chargers will not be financially accessible in lower-income areas, even if access to EVs is increased.

3b. What benefits to the impacted community/demographic may result?

By enabling access to reliable and affordable EV charging in priority communities, EVCROW can track toward the outcomes mentioned in 1a. Eliminating the charging barrier in priority communities will help provide a cleaner transportation choice and may reduce transportation and fueling costs. It can also create direct economic benefit via increasing job and business opportunities within the clean transportation economy and exposure for existing local businesses. Many priority communities in Seattle have historically suffered from environmental injustices including poor air quality, which can begin to be addressed by replacing traditional gasoline vehicles with EVs that have zero tail-pipe emissions.

3c. Will the people living with disabilities in this community be positively and/or negatively impacted?

RET TIP: Consider intersectionality and if people of color living with disabilities are more likely to be positively and/or negatively impacted.

People living with disabilities can be positively impacted by this program because EVCROW stations have accessibility requirements. These include requirements for a wheelchair accessible pathway to the station and controls that are reachable in a wheelchair. Accessibility requirements will be revisited in the design of EVCROW 2.0 to make sure installations continue to provide equitable access for those with disabilities.

Negative impacts could arise if the stations are not properly placed or maintained. Loose charging cords or stations that impede sidewalk access could create tripping hazards for those with physical disabilities. However, program installation and operation requirements will address these potential issues.

3d. Will the indigenous population be positively and/or negatively impacted?

Insofar as indigenous populations are included in the umbrella term ‘communities of color,’ we do not anticipate that the EVCROW program will result in more positive or negative impacts on indigenous populations relative to other communities of color.

3e. Are there racial disparities in transportation related deaths and injuries that may result?

RET TIP: Measure racial disparities of those involved in collisions and/or other transportation related deaths and injuries. Use Vision Zero as a resource.

No, this work should not lead to furthering racial disparities in transportation related deaths and injuries.

3f. What are potential unintended consequences (both negative and positive potential impact)?

There are potential unintended negative impacts of EVCROW that the program must be vigilant in avoiding. These include real or perceived risks of exacerbating gentrification and displacement, eliminating available parking for residents, racial profiling at charging stations, and providing infrastructure that won't directly benefit community members (i.e., EV chargers alone might not provide mobility benefits or additional mobility options to the communities where they are sited *unless* paired with programming to increase access to electric vehicles—for example, used EV purchase programs, rebates, low-cost carshare, etc.). See Question 4 for a discussion of strategies to avoid or mitigate these unintended impacts.

Positive externalities (essentially the secondary goals of the program) include an increase in vehicle sharing, carpooling, and word-of-mouth marketing around the benefits of electric vehicles.

3g. Are the impacts aligned with your department's community outcomes that were defined in Step 1?

Yes, the positive impacts we have identified are aligned with the department's community outcomes that were defined in Step 1a. The program will make EV charging more accessible to priority communities, enabling access to cleaner transportation choices and the environmental and health benefits they provide. EVCROW program staff will listen to priority community voices around how and where they would like stations to be deployed and work to integrate these considerations into program requirements as feasible. Furthermore, the infrastructure deployments can bring new job opportunities to communities through EVSE installations and by providing infrastructure to support shared mobility EV drivers.

Step 4. Advance Opportunity or Minimize Harm.

RET TIP: You've identified racial equity issues/impacts resulting from your plans. Now think of HOW you will adjust your plans to AVOID the negative impacts, or MITIGATE (minimize) the negative impacts you've identified. Address each change you've made in response to identifying a negative/positive racial equity impact. If you have no choice at all, and must ACCEPT a negative impact, identify WHY you had to accept that impact and WHAT you would have needed to AVOID or MITIGATE the negative impact.

4a. How will you re-align your work if the impacts of your work DO NOT align with desired community outcomes? Identify your re-alignment plans in the following three areas:

Program Strategies

- 1) **Electric Vehicle Supply Equipment (EVSE) Equity Toolkit** – Though the details of this toolkit are still in development, it will be deployed alongside the updated EVCROW program and designed to provide additional considerations and resources for those looking to install EVSE in priority communities. It will integrate feedback from the EJC, community conversations, and Human Centered Design studies, among other equitable development strategies.
 - a. To mitigate the perception that EV chargers are not 'for' a given community, we can suggest that the stations are designed to be self-explanatory (with graphics and multiple

languages), clearly designated as public infrastructure, and integrated with the neighborhood character. We will also suggest that EVSE installers link job and business opportunities related to the EVSE deployment back to host communities, for example by hiring local small businesses, CBOs, and contractors when needed.

- 2) **Enhance community outreach requirements** – EVCROW 2.0 will require further community outreach and engagement in areas with a high risk of displacement, which was not a requirement in current version of the EVCROW pilot program. SDOT will help facilitate site-specific outreach in high displacement risk areas and contribute to the Drive Clean Seattle implementation effort, which broadly focuses on communities of color.
- 3) **Facilitate connections between supply and demand** – If we learn a priority community is seeking curbside EV charging infrastructure, SDOT will work to connect suppliers with demand by making this information publicly available. This could be done through posting on the EVCROW website or sending an email to all EVCROW applicants.
- 4) **Street Use permit conditions** – Permit conditions are designed to provide SDOT control over where and how a station is placed in the right-of-way. The 14-day public comment period provides the community an opportunity to provide feedback about station placement. This comment period should be advertised to the community via mandatory EVCROW outreach materials in the predominant languages of the community and posted on the program’s website. If the community has a strong negative reaction, SDOT could decide to not issue a permit. In extreme cases of community backlash (which we will actively work to avoid), SDOT would have the power to revoke an existing permit.
- 5) **On-street parking considerations** – To avoid (or mitigate) loss of parking in neighborhoods where it is scarce, permit conditions will guide installers to areas that have abundant parking so that the loss of a parking space is not felt so acutely by low-income car owners and minority-owned businesses.
- 6) **Safety** – To address concerns about experiencing racial profiling while using public EV charging stations and concerns about individual and community safety associated with EV chargers more broadly, SDOT can work with the Seattle Police Department to explain what an EV charging station is and its users’ expected behavior.

Policy Strategies

- 1) The EVCROW program derives its approach from policies outlined in the Drive Clean Seattle Implementation Plan, the New Mobility Playbook, and the Equity and Environment Agenda.

Partnership Strategies

- 1) As referenced in 2c, the EVCROW program will conduct outreach and engagement as part of overarching new mobility and electrification efforts, including those that stem from Drive Clean Seattle, and potentially including the use of the Department of Neighborhoods’ Community Liaison program.
 - a. SDOT is also working with OSE and the Western Washington Clean Cities Coalition (lead) on a messaging campaign starting in early 2019 focused on increasing adoption of EVs in for-hire driver communities.
- 2) The EVCROW program can work with SDOT’s curb space management team to develop strategies for equitable siting and installation of EV chargers.

- 3) The EVCROW program can work with the Equitable Development Initiative team at the Office of Planning and Community Development to identify and center equitable development strategies in the EVSE Equity Toolkit.
- 4) The EVCROW program can work with the Seattle Housing Authority to consider and develop joint programming that combines EV charger installation with, for example, a low-cost or free community EV carshare program specific to affordable housing developments.
- 5) The EVCROW program can work with CBOs in neighborhoods slated to receive EV chargers to determine *if*, *how*, and *where* to proceed with the installation of EV chargers in the neighborhood.

4b. What strategies address immediate impacts to the community/demographic you're working with?

All the program and partnership strategies are meant to address the immediate impacts of the EVCROW pilot program on priority communities.

4c. What strategies address root causes of inequity listed in question 2e?

The first program strategy and most of the partnership strategies (save for working with the curb space management team) are meant to address root causes of racial inequity, especially related to improving inclusive outreach and engagement and increasing access to decision-making for communities of color. Partnership strategy 4 is meant to address inequities in vehicle access, and the EVCROW pilot program is designed to address inequities in the distribution of EV chargers.

4d. How will you address the impacts (including unintended consequences) on racial equity?

The program, policy, and partnership strategies mentioned above in 4a are designed to preemptively mitigate potential negative impacts on racial equity that are known. However, the effectiveness of these strategies and other unknown impacts of EVCROW 2.0 on racial equity should be evaluated regularly. Our plan to evaluate these impacts is detailed in 5a. We can address realized impacts via enhanced community engagement to understand the best path forward. We can also partner with other parallel efforts if solutions to realized impacts are outside the scope or resources available within SDOT. Additionally, we can adjust the conditions of the Street Use permit in a permit update.

4e. How will you partner with stakeholders for long-term positive change?

Beginning with the partnership strategies outlined in 4a, we will seek to build long-term, trusting relationships with community-based organizations and environmental justice groups in the Seattle area, which we hope will make it easier and more meaningful to collaborate in future efforts. We will also maintain regular contact with the Environmental Justice Committee through the overarching Drive Clean Seattle initiative to receive and incorporate feedback on this program and related efforts.

Step 5. Evaluate. Raise Racial Awareness. Be Accountable.

5a. How will you evaluate and be accountable?

As part of the EVCROW permit requirements, EV charging station operators are required to provide data on station usage including when the stations are in use, how much energy was consumed, and the total charging event cost for the customer. This data can be used to help evaluate the success of the pilot program and determine if stations are being used and if charging may be cost-prohibitive at certain locations, among other things. Data from EV charging station operators will not answer if stations are being used by community members, so survey mechanisms and other channels for additional data collection should be established to collect that information as feasible.

SDOT will report EVCROW equity impacts via channels established for ongoing reporting, including the Pilot Evaluation Scorecard, which evaluates how the pilot served racial/ethnic and social minorities across a variety of evaluation areas including affordability, sustainability, collaboration/partnerships, accountability, safety, mobility, customer experience, and accessibility. We will also track communications related to EV chargers deployed in priority areas, responding and addressing requested changes to the extent possible. We will continue to report back key efforts to the Environmental Justice Committee in the quarterly reports for Drive Clean Seattle and integrate their feedback into ongoing program design and implementation.

5b. How will you evaluate and report impacts on racial equity over time?

In addition to the evaluation plan in 5a, as a part of the broader Drive Clean Seattle implementation strategy, regular feedback loops should be established between the City and local CBOs and community members. The following are possibilities for establishing these feedback loops:

- Hold check-in conversations with local CBO(s) where EV chargers have been deployed at pre-defined intervals (e.g., immediately after deployment, 6 months after deployment, and 1 year after deployment).
- Conduct short surveys pre- and post-deployment with local businesses and community members to gauge perception, use, economic impacts, and any impacts on EV adoption.
- Conduct short surveys with EV charger users in priority communities to learn about their perception and use of the new infrastructure and gather information on how often EV chargers are used by members of the local community.
- Review data from EV chargers to understand usage patterns across different communities and identify significant variances, if any, in priority communities.
- Include City staff contact information on EV chargers for community members and customers to ask questions or report concerns.

5c. What is your goal and timeline for eliminating racial inequity?

The objectives of this Racial Equity Toolkit (see 1a) reflect the broader goals for EVCROW in eliminating racial inequity. The timeline for reaching these goals is difficult to identify because their achievement

partially relies on outside forces including market trends, technological advancements, and the development of complimentary programs that work to lower the barriers to the adoption of EVs (mainly high vehicle costs, limited vehicle driving range, and lack of charging availability). In the next three years, EVCROW aims to help provide improved EVSE network coverage in priority areas and significantly increase the eVMT in priority communities by enabling community members, particularly for-hire drivers, to drive electric vehicles because they have reliable places to charge them. Other racial inequities such as poor air quality will take longer to eliminate, likely on the scale of decades, and will be enabled by the adoption of not only personal EVs, but other forms of electric transport including bikes, motorcycles, trucks, ferries, and more.

5d. How will you retain stakeholder participation and ensure internal and public accountability?

We will retain stakeholder participation by engaging with and requesting feedback from internal stakeholders at regularly scheduled meetings through Drive Clean Seattle and from external stakeholders by growing a more robust electrification outreach and engagement strategy. We will also continue to engage with the Environmental Justice Committee through quarterly report-backs and in-person meetings as appropriate. We will weave equity into the pilot program design largely through the EVSE Equity Toolkit we will provide entities seeking to deploy EVCROW stations in priority communities. Though the details of this toolkit are in development, it will be designed to help foster stakeholder relationships and provide tools to guide companies in the equitable deployment of EVSE. We will ensure internal accountability through the completion of this Racial Equity Toolkit and the EVSE Equity Toolkit, which can be made publicly available.

5e. How will you raise awareness about racial inequity related to this issue?

SDOT will raise awareness about potential racial inequities related to EVCROW and the deployment of EV charging infrastructure via outreach and education requirements for each EV charger installation that will be further defined in its EVSE Roadmap and EVSE Equity Toolkit. SDOT is also working with OSE and the Western Washington Clean Cities Coalition (lead) on a messaging campaign starting in early 2019 focused on increasing adoption of EVs in for-hire driver communities.

5f. What is unresolved?

RET TIP: Consider things like resources and/or partnerships you still need to make changes.

Three key barriers to the adoption of electric vehicles are (1) High cost of vehicles, (2) Lack of charging access, and (3) Limited range of EV batteries. EVCROW only addresses one of these three—lack of charging access—and thus must be deployed in parallel with other efforts to increase EV adoption in priority communities and beyond. While the private market is heavily investing in addressing the limited range of EV batteries, other city and state efforts can work to address the high cost of electric vehicle ownership. This could be done through incentives, tax rebates, specialized loans, or cash for clunker programs. A program along these lines that lowers the cost of EV ownership is critical to increasing the adoption of EVs in priority communities. Until then, disparate impacts from replacing parking with EV charging stalls

remain unresolved. Tracking progress is also made difficult by a dearth of available data about EV ownership and use by race/ethnicity and income.

Additionally, a broader education and outreach campaign is needed around the benefits of electrification and the options available, which go far beyond personal ownership of an electric vehicle. These options include electric shared rides, electric car share, and electric bike share. Starting in 2019, SDOT and OSE will be working with Western Washington Clean Cities on a 2-year EV outreach and marketing campaign that will focus on providing general information about EVs and specialized material for ride-hail drivers and ride-hail/car share users.

Technology, payment, and language barriers may remain unresolved and limit access to EV charging infrastructure for priority community members. For example, most EV charging stations are found via smart phone apps. Wayfinding signage for EV chargers, which SDOT will be developing over the next 1-2 years, can help those without smart phones know where to find EV chargers, though drivers would need to already be near a charger to see signage for it. Also, EV charging stations generally do not have credit card readers or accept cash, but rather customers pay through credits which they purchase on their smart phone app. Overall, not having a smart phone remains an unresolved barrier to accessing public EV charging.

We would like to develop partnerships with car share companies, Seattle Housing Authority, and other community-based organizations to enable access to EVs with convenient EV charging options in priority communities. These partnerships could help lower vehicle cost, access, and charging barriers to electric driving. They could also help the EVCROW program build trust and remain accountable to priority communities by fostering strong relationships with the organizations these communities already work with and trust.

Step 6. Report Back.

We will report-back our progress on EVCROW and other equity related EV efforts to the Environmental Justice Committee quarterly through Drive Clean Seattle. In addition to this report-back structure, we will revisit this RET at or before the expiration of the updated EVCROW program permit and within 24 months of updated EVCROW program operations. We will share this RET analysis with Department leadership, their RSJI Advisor, Change Team Leads, and the other key stakeholders as appropriate, noting feedback and learnings to integrate into future iterations. Key stakeholders will include SDOT staff in Street Use, Policy & Planning, and Transportation Equity, and EV leads at SCL and OSE.

1. Describe the project, program, policy or budgetary decision that you assessed using the Racial Equity Toolkit.

The Electric Vehicle Charging in the Right-of-Way (EVCROW) pilot program allows the installation of electric vehicle (EV) charging stations at curbside locations or other parking areas located in the public right-of-way. EV charging stations are available to the public and existing parking regulations continue to apply. The Seattle Department of Transportation (SDOT) provides applicants guidance on available installation sites and facilitates the permitting process. This pilot is part of the City's Drive Clean Seattle Initiative and guided by the policy direction set forth in the Drive Clean Seattle Implementation Plan.

2. List the racial equity outcome(s) that you set in Step 1 of the RET process.

EVCROW will strive to accomplish the following equitable outcomes, leading its analysis with race and considering the intersectionality of race with other attributes of **"priority communities", which it defines as communities of color, immigrants, refugees, people with low incomes, youth, indigenous populations, and limited-English proficient individuals.** The objectives below are drawn in part from equity outcomes identified in the Environment and Equity Agenda, Drive Clean Seattle Racial Equity Toolkit, Transportation Equity Resolution 31773, and New Mobility Playbook.

- EVCROW will improve EV access for priority communities by helping to address the lack of publicly available EV charging—a key barrier to the adoption of EVs.
- EVCROW will work to partner with other parallel efforts to address additional barriers to EV adoption for priority communities.
- EVCROW will help enable a new, cleaner transportation option while continuing to prioritize transit, walking, and biking.
- EVCROW will work to mitigate any actual and perceived displacement risks presented by the infrastructure it deploys.
- Where possible, EVCROW will work to tie economic benefits of electrification back to priority communities by supporting access to new jobs and business opportunities in the growing clean transportation economy.
- EVCROW will work to tie benefits from EV charging infrastructure back to host communities by listening to community stakeholders and the City's Environmental Justice Committee and working to integrate their feedback into program and site design.
- By replacing traditional vehicles with cleaner EVs, EVCROW will help improve air quality in priority communities, creating direct health benefits that begin to address long-standing environmental injustice.

3. Which stakeholders (groups and/or key individuals) did you engage in this RET? In what ways did you engage them?

SDOT recently contracted a Human Centered Design firm to conduct a series of generative and evaluative qualitative research studies on where and how to site EV charging stations, with a focus on equitable deployment in communities of color and low-income communities. This work was conducted from July to September 2018 and designed to directly inform the next version of EVCROW. The work was accomplished through three main tasks: (1) shared mobility driver interviews (i.e., for-hire drivers), (2) community stakeholder interviews, and (3) a validation/participatory design focus group. Participants in these studies were screened to represent communities of color and low-income communities and were compensated for their time.

The Environmental Justice Committee¹ (EJC) reviewed Drive Clean Seattle, the broader transportation electrification plan that houses the EVCROW pilot program, on November 29, 2016, and March 24, 2017. Feedback from the committee has

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been integrated into current EV work at SDOT, including the Human Centered Design studies, and will be integrated into the EVCROW program redesign. SDOT provides regular report-backs to the EJC through the Drive Clean Seattle initiative.

4. Please describe up to five key benefits and/or burdens for people of color of this policy, program, project, or other decision, which the RET process helped you to identify or confirm.

Key Potential Benefits:

- Shape a more equitable EV charging network: Most EV chargers are currently located in mid- to high-income communities across Seattle and at popular destinations. This creates a chicken-and-egg problem where potential EV drivers in priority communities are less able to purchase an EV because they don't have anywhere to charge it. On the other hand, EV charging providers are hesitant to install infrastructure in areas where there is a lower market for EVs. EVCROW begins to address this issue by advancing the development of an equitable EV charging network, incorporating equitable development strategies for installing chargers in low-income communities and communities of color.
- Provide charging for renters and multi-unit dwellers: Most current EV owners charge their cars at home at night, and this is not an option for most renters and multi-unit dwellers. Curbside charging via EVCROW stations can provide charging options for those who cannot rely on home or workplace charging, like many low-income for-hire drivers.

Key Potential Burdens:

- Exacerbate displacement risk: The EVCROW program may contribute to historical racial inequities by exacerbating ongoing displacement, which disproportionately negatively impacts individual residents, households, and communities of color. For example, parking spaces served by an EV charger must be reserved for EVs only according to Washington State Law. Thus, installing EV charging in communities could eliminate some parking availability for residents if residents do not own EVs and exacerbate displacement.
- Compromise safety: Some expressed concern that people of color may experience racial profiling at EV charging stations or that loitering at EV charging stations could compromise the safety of either the person charging their vehicle or other community members. To address concerns about experiencing racial profiling while using public EV charging stations and concerns about individual and community safety associated with EV chargers more broadly, SDOT can work with the Seattle Police Department to explain what an EV charging station is and its users' expected behavior.
- Impacts to right-of-way management: Negative impacts could arise if the stations are not properly placed or maintained. Loose charging cords or stations that impede sidewalk access could create tripping hazards. Program installation and operation requirements will address these potential issues.

5. Please describe up to five key actions – things that you will do differently or begin to do now – of this policy, program, project, or other decision, which will increase opportunity and/or minimize harm for people of color.

- Electric Vehicle Supply Equipment (EVSE) Equity Toolkit: Though the details of this toolkit are still in development, it will be deployed alongside the updated EVCROW program and designed to provide additional considerations and resources for those looking to install EVSE in priority communities. It will integrate feedback from the EJC, community conversations, and Human Centered Design studies, among other equitable development strategies.
- Enhance community outreach requirements: EVCROW 2.0 will require further community outreach and engagement in areas with a high risk of displacement, which was not a requirement in current version of the EVCROW pilot program. SDOT will help facilitate site-specific outreach in high displacement risk areas and contribute to the Drive Clean Seattle implementation effort, which broadly focuses on communities of color.
- Street Use permit conditions: Permit conditions are designed to provide SDOT control over where and how a station is placed in the right-of-way. The 14-day public comment period provides the community an opportunity

to provide feedback about station placement. This comment period should be advertised to the community via mandatory EVCROW outreach materials in the predominant languages of the community and posted on the program's website. If the community has a strong negative reaction, SDOT could decide to not issue a permit. In extreme cases of community backlash (which we will actively work to avoid), SDOT would have the power to revoke an existing permit.

- On-street parking considerations: To avoid (or mitigate) loss of parking in neighborhoods where it is scarce, permit conditions will guide installers to areas that have abundant parking so that the loss of a parking space is not felt so acutely by low-income car owners and minority-owned businesses.

6. How will leadership ensure implementation of the actions described in question 5?

SDOT will report EVCROW equity impacts via channels established for ongoing reporting, including the Pilot Evaluation Scorecard, which evaluates how the pilot served racial/ethnic and social minorities across a variety of evaluation areas including affordability, sustainability, collaboration/partnerships, accountability, safety, mobility, customer experience, and accessibility. SDOT leadership should also request regular updates on the actions outlined in question 5, with emphasis on the EVSE Equity Toolkit and community outreach efforts, supporting with appropriate budget and staff time allocations.

7. How have/will you report back to your stakeholders? (This includes the people who were directly engaged in this RET process, those who will be affected by decisions made, and other departments or divisions impacted by the RET findings and the actions described in question 5.)

In September 2018, SDOT staff reported back to the Human Centered Design focus group about how the findings would be incorporated into EVCROW and the EVSE Equity Toolkit. We will further report back our progress on EVCROW and other equity-related EV efforts to the Environmental Justice Committee quarterly through Drive Clean Seattle. In addition to this report-back structure, we will revisit this RET at or before the expiration of the updated EVCROW program permit and within 24 months of updated EVCROW program operations. We will share this RET analysis with Department leadership, the RSJI Advisor, Change Team Leads, and other key stakeholders as appropriate, noting feedback and learnings to integrate into future iterations. Key stakeholders will include SDOT staff in Street Use, Policy & Planning, and Transportation Equity, and EV leads at SCL and OSE.

We will retain stakeholder participation by engaging with and requesting feedback from internal stakeholders at regularly scheduled meetings through Drive Clean Seattle and from external stakeholders by growing a more robust electrification outreach and engagement strategy.

8. What additional racial equity issues did this RET reveal? Consider how these unresolved issues present opportunities for structural transformation (i.e. working across departments, and with other institutions and sectors to achieve racial equity).

This analysis revealed concerns about the potential for EV charging infrastructure installed in the right-of-way to exacerbate ongoing displacement pressures in communities of color and low-income communities by serving individuals who live outside of the neighborhood rather than those who are already there. While most stakeholders agree that investing in and facilitating the installation of EV charging infrastructure is necessary for preparing for the future of electric vehicle travel, we lack clarity and agreement on how to expand the EV charging network in an equitable manner. This uncertainty presents significant opportunities for identifying and testing anti-displacement strategies with other city departments and external stakeholders, such as working directly with community-based organizations in communities of color to identify appropriate locations and programming for EV charging infrastructure and pairing EV charging infrastructure with other investments so that EV charging network expansion is a component of a neighborhood stabilization force rather than a destabilization force.

Further, technology, payment, and language barriers remain unresolved and limit access to EV charging infrastructure for priority community members. For example, most EV charging stations are found and paid for via smart phone apps. Overall, not having a smart phone remains an unresolved barrier to accessing public EV charging.

Additionally, a broader education and outreach campaign is needed around the benefits of electrification and the options available, which go far beyond personal ownership of an electric vehicle. These options include electric shared rides, electric car share, and electric bike share. Starting in 2019, SDOT and OSE will be working with Western Washington Clean Cities on a 2-year EV outreach and marketing campaign that will focus on providing general information about EVs and specialized material for ride-hail drivers and ride-hail/car share users.

We would like to develop partnerships with car share companies, Seattle Housing Authority, and other community-based organizations to enable access to EVs with convenient EV charging options in priority communities. These partnerships could help lower vehicle cost, access, and charging barriers to electric driving. They could also help the EVCROW program build trust and remain accountable to priority communities by fostering strong relationships with the organizations these communities already work with and trust.

Move Seattle Levy Oversight Committee

SEAT	NAME		TERM START	TERM END	APPOINTED BY	TERMS SERVED	ETHNICITY*	GENDER*	RESIDENTIAL DISTRICT*
1	Rachel	Ben-Shmuel	1/1/2020	12/31/2023	Mayor	2	n/a	Female	3
2	Hester	Serebrin	1/1/2019	12/31/2021	Mayor	2	Caucasian/ Non-Hispanic	Female	7
3	Ron	Posthuma	1/1/2018	12/31/2021	Mayor	2	n/a	Male	6
4	Samuel	Ferrara	1/1/2019	12/31/2022	Mayor	1	Caucasian/Non-Hispanic	Male	4
5	Lisa	Bogardus	1/1/2020	12/31/2023	Mayor	2	Caucasian/Non-Hispanic	Female	3
6	Nick	Paranjpye	1/1/2020	12/31/2023	City Council	2	Asian American	Male	5
7	Vicky	Clarke	1/1/2019	12/31/2022	City Council	1	n/a	Female	4
8	Inga	Manskopf	1/1/2020	12/31/2023	City Council	2	Caucasian/Non-Hispanic	Female	4
9	Joseph	Laubach	1/1/2019	12/31/2022	City Council	2	n/a	Male	1
10	Kevin	Werner	1/1/2018	12/31/2021	City Council	1	n/a	Male	2
11	David	Seater	4/1/2019	3/31/2021	SPAB	2	Caucasian/Non-Hispanic	Male	3
12	Patrick	Taylor	9/1/2018	8/31/2020	SBAB	1	Caucasian/Non-Hispanic	Male	2
13	Jennifer	Malley	8/3/2019	8/2/2021	STAB	2	Caucasian/ Non-Hispanic	Female	2
14	Todd	Biesold	6/1/2018	5/31/2020	SFAB	1	n/a	Male	n/a
15	CM Alex	Pedersen	n/a	n/a	Ex officio	n/a	Caucasian/Non-Hispanic	Male	4
16	Ben	Noble	n/a	n/a	Ex officio	n/a	Caucasian/Non-Hispanic	Male	n/a

**Diversity information is self-identified and voluntary.*

Seattle Bicycle Advisory Board

SEAT	NAME		TERM START	TERM END	APPOINTED BY	TERMS SERVED	ETHNICITY*	GENDER*	RESIDENTIAL DISTRICT*
1	Pierre	Brunelle	9/1/2019	8/31/2021	Mayor	1	n/a	n/a	n/a
2	Kashina	Groves	9/1/2018	8/31/2020	City Council	1	Black/ African American	Female	5
3	Alexander	Lew	9/1/2019	8/31/2021	Mayor	2	Asian American	Male	3
4	Andrea	Lai	9/1/2019	8/31/2021	City Council	1	Asian American	Female	n/a
5	Emily	Paine	9/1/2019	8/31/2021	Mayor	2	Caucasian/ Non-Hispanic	Female	6
6	Benjamin	Estes	9/1/2019	8/31/2021	City Council	1	n/a	Male	7
7	Andrew	Dannenberg	9/1/2018	8/31/2020	Mayor	1	Caucasian/Non-Hispanic	Male	2
8	Meredith	Hall	9/1/2018	8/31/2020	City Council	1	Caucasian/Non-Hispanic	Female	1
9	Sarah	Udelhofen	9/1/2018	8/31/2020	Mayor	1	n/a	n/a	n/a
10	Patrick	Taylor	9/1/2018	8/31/2020	City Council	1	Caucasian/Non-Hispanic	Male	2
11	Connor	Inslee	9/1/2018	8/31/2020	Mayor	1	Caucasian/Non-Hispanic	Male	2
12	Jose Ulises	Nino Rivera	9/1/2020	8/31/2021	Mayor, GE	1	n/a	n/a	n/a

**Diversity information is self-identified and voluntary.*

Seattle Freight Advisory Board

SEAT	NAME		TERM START	TERM END	APPOINTED BY	TERMS SERVED	ETHNICITY*	GENDER*	RESIDENTIAL DISTRICT*
1	Warran	Aakervik	6/1/2018	5/31/2020	City Council	1	Caucasian/ Non-Hispanic	Male	n/a
2	Todd	Biesold	6/1/2018	5/31/2020	City Council	1	Caucasian/ Non-Hispanic	Male	n/a
3	Kristal	Fiser	6/1/2018	5/31/2019	Mayor	2	Pacific Islander	Female	2
4	Jeanne	Acutanza	6/1/2018	5/31/2020	Mayor	2	Caucasian/ Non-Hispanic	Female	3
5	Johan	Hellman	6/1/2018	5/31/2020	Mayor	2	Caucasian/ Non-Hispanic	Male	2
6	Mike	Elliott	6/1/2018	5/31/2020	Mayor	2	Caucasian/ Non-Hispanic	Male	n/a
7	Hal	Cooper Jr	6/1/2018	5/31/2019	City Council	2	Caucasian/ Non-Hispanic	Male	n/a
8	Pat	Cohn	6/1/2018	5/31/2019	City Council	1	Caucasian/ Non-Hispanic	Male	n/a
9	John	Persak	6/1/2019	5/31/2021	Mayor	1	Caucasian/ Non-Hispanic	Male	2
10	Frank	Rose	6/1/2018	5/31/2019	City Council	2	Caucasian/ Non-Hispanic	Male	n/a
11	Kris	DeBuck	6/1/2018	5/31/2020	Mayor	1	Caucasian/ Non-Hispanic	Male	n/a
12	Geri	Poor	n/a	n/a	Port of Seattle	n/a	n/a	Female	n/a

**Diversity information is self-identified and voluntary.*

Seattle Pedestrian Advisory Board

SEAT	NAME		TERM START	TERM END	APPOINTED BY	TERMS SERVED	ETHNICITY*	GENDER*	RESIDENTIAL DISTRICT*
1	Jennifer	Lehman	4/1/2020	3/31/2022	City Council		n/a – appointment confirmation in progress		
2	David	Seater	4/1/2019	3/31/2021	City Council	2	Caucasian/ Non-Hispanic	Male	n/a
3	Emily	Mannetti	4/1/2020	3/31/2022	City Council	1	n/a – appointment confirmation in progress		
4	Anna	Zivarts	4/1/2019	3/31/2021	City Council	1	Caucasian/ Non-Hispanic	Female	6
5	Han-Jung	Ko	4/1/2019	3/31/2021	City Council	1	Asian American	Female	n/a
6	Emily	Davis	4/1/2020	3/31/2022	Mayor	1	n/a – appointment confirmation in progress		
7	Akshali	Ghandi	4/1/2019	3/31/2021	Mayor	1	n/a – appointment confirmation in progress		
8	Bianca	Johnson	4/1/2020	3/31/2022	Mayor	1	n/a	Female	n/a
9	Debra	Kahn	4/1/2020	3/31/2022	Mayor	1	n/a	n/a	5
10	Maria	Sumner	4/1/2021	3/31/2023	Mayor	2	Caucasian/ Non-Hispanic	Female	4
11	Esti	Mintz	4/1/2020	3/31/2022	Mayor	1	n/a	n/a	n/a
12	Ori	Brian	9/1/2020	8/31/2021	Mayor, GE	1	n/a	n/a	n/a

**Diversity information is self-identified and voluntary.*

Seattle Transit Advisory Board

SEAT	NAME		TERM START	TERM END	APPOINTED BY	TERMS SERVED	ETHNICITY*	GENDER*	RESIDENTIAL DISTRICT*
1	Bryce	Kolton	8/3/2018	8/2/2020	City Council	1	Caucasian/ Non-Hispanic	Male	3
2	Enjoleah	Daye	8/3/2018	8/2/2020	City Council	0	Black/ African American	Female	7
3	Andrew	Martin	8/3/2018	8/2/2020	City Council	2	Other	Male	4
4	Michelle	Zeidman	8/3/2019	8/2/2021	City Council	1	Caucasian/ Non-Hispanic	Male	7
5	Jennifer	Malley	8/3/2019	8/2/2021	City Council	2	Caucasian/ Non-Hispanic	Female	2
6	Keiko	Budech	8/3/2018	8/2/2020	Mayor	1	Asian American	Female	3
7	Barbara	Wright	8/3/2018	8/2/2020	Mayor	1	Caucasian/ Non-Hispanic	Female	3
8	Vacant		8/3/2020	8/2/2022	Mayor	0	n/a	n/a	n/a
9	Erin	Tighe*	8/3/2019	8/2/2021	Mayor	3	Caucasian/ Non-Hispanic	Female	7
10	Alexandra	Rouse	8/3/2019	8/2/2021	Mayor	1	Caucasian/ Non-Hispanic	Female	2
11	Carla	Saulter	8/3/2019	8/2/2021	Mayor	3	Other	Female	n/a
12	Andrew	Parker	9/1/2020	8/31/2021	Mayor, GE	1	n/a	n/a	n/a

**Diversity information is self-identified and voluntary.*

Seattle School Traffic Safety Committee

11 Members: Pursuant to [Ordinance 124168], [6] members subject to City Council confirmation, 3-year terms:

- 6 Mayor-appointed
- 5 Other Appointing Authority-appointed (specify): Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	M	N/A	1.	Seattle Police Department Representative	Sgt. Rich O'Neil	N/A	N/A	1	Chief of Police
	M	2	2.	Seattle Transportation Representative	Mitchell Lloyd	N/A	N/A	1	Director of Transportation
	M	1	3.	Seattle Public School District No. 1 Representative	Richard Staudt	N/A	N/A	1	Superintendent of Seattle Public Schools
	F		4.	Seattle Public School District No. 2 Representative	Yvonne Carpenter	N/A	N/A	1	Superintendent of Seattle Public Schools
			5.	Representative of Parents		2/26/16	02/25/19		Mayor
	M	2	6.	King County Metro Representative	James A. Wells	04/01/18	03/31/21	1	Metro Transit General Manager
	F	6	7.	Member At Large	Mary Ellen Russell	04/01/17	03/31/20	1	Mayor
	F	1	8.	Member At Large	Shanti Breznau	04/01/16	03/31/19	1	Mayor
	F	5	9.	Member At Large	Marilyn Firman	04/01/18	03/31/21	1	Mayor
	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	04/01/17	03/31/20	1	Mayor
	M	6	11.	Bicycle Safety Representative	Lee Bruch	04/01/17	03/31/20	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	4											
Council													
Other	4	1											
Total	5	5											

Key:

*D List the corresponding Diversity Chart number (1 through 9)

**G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Seattle School Traffic Safety Committee

11 Members: Pursuant to Ordinance 124168, 6 members subject to City Council confirmation, 3-year terms:

- 6 Mayor- appointed
- 5 Other Appointing Authority: Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Seattle Police Department Representative		4/1/19	3/31/22	1	Chief of Police
6	F	3	2.	Seattle Transportation Representative	Jennifer Meulenberg	4/1/19	3/31/22	1	Director of Transportation
6	M	1	3.	Seattle Public School District No. 1 Representative	Richard Staudt	4/1/19	3/31/22	1	Superintendent of Seattle Public Schools
6	F	7	4.	Seattle Public School District No. 1 Representative	Yvonne Carpenter	4/1/19	3/31/22	1	Superintendent of Seattle Public Schools
6	F	6	5.	Representative of Parents	Mary Ellen Russell	4/1/19	3/31/22	2	Mayor
			6.	King County Metro Representative		4/1/18	3/31/21		Metro Transit General Manager
		1	7.	Member At Large	Peaches Thomas	4/1/20	3/31/23	1	Mayor
6	M	3	8.	Member At Large	Charlie Simpson	4/1/19	3/31/22	1	Mayor
		5	9.	Member At Large	Marilyn K Firman	4/1/18	3/31/21	1	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/20	3/31/23	2	Mayor
6	M	6	11.	Bicycle Safety Representative	Leland Bruch	4/1/20	3/31/23	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Other													
Total													

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Transportation Equity Workgroup (TEW)
10 seat membership

- **No members were appointed by Mayor or City Council**
- **Members applied for a seat in January-March 2019**
- **Members are affiliated with grassroots/non-profit agencies serving BIPOC and vulnerable communities in the Seattle-King County region**

Roster:

Position Title	Name	Affiliated Community Organization/Non-Profit/Agency	Term Begin and End Date
Member & Co-Chair	Rizwan Rizwi	Muslim Housing Services	April 2019-Current
Member & Co-Chair	Steven Sawyer	POCAAN	April 2019-Current
Member	An Huynh	Seattle Chinatown International District Preservation & Development Authority	April 2019-Current
Member	Khatami Chau	FEEST & Summer Search	April 2019-Current
Member	Kiana Parker	UW Center for Experiential Learning & Diversity	April 2019-Current
Member	Christina Thomas	Rainier Valley Greenways	April 2019-April 2020
Member	Phyllis Porter	Rainier Valley Greenways	April 2020-Current
Member	Kristina Pearson	Duwamish Tribe	April 2020-August 2020
Member	Ellany Kayce	Duwamish Tribe	August 2020-Current
Member	Chris Rhodes	Rainier Valley Corps	April 2019-April 2020
Member & EJC Rep*	Karia Wong	Chinese Information and Service Center	April 2019-Current
Member & EDI Rep**	Yordanos Teferi	Multicultural Community Coalition	April 2019-Current

*Member of the City of Seattle, Office of Sustainability & Environment, Environmental Justice Committee

** Member of the City of Seattle, Office of Planning & Community Development, Equitable Development Initiative Interim Advisory Board

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
	2	7		1	4	5		2					

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)

****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown



King County
Department of Transportation
Transit Rail/Streetcar Operations

Seattle Streetcar System

OPERATIONS PLAN



Document Revisions:

Revision	Date	Description of changes
Rev 0	3/6/2015	Initial Issue: Draft
Rev. A	3/6/2019	Pagination, change references to First Hill from future tense to present tense, correct the vehicle count at each base, change “Operations Plan’ to “Service Plan” within this plan when referring to the service schedule, corrected service hours, Change Fig.6 from a future map to a present map, updated ridership information, updated Fleet Requirements, move org chart from an embedded figure to an appendix, removed reference to System Security Plan, remove Conclusion

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Figure 1: Broadway/Pine St. Streetcar and Trolley OCS.



Figure 2: 14th Ave S/S Washington St. Station with adjacent Bikeway

1.0 INTRODUCTION

This document is an Operations Plan for the Seattle Streetcar System. The report includes a discussion of streetcar operational issues, such as:

- System elements
- Operations strategies
- Provisions for special events
- Irregular operations

1.1 Purpose

The Seattle Streetcar Operations Plan serves as the principal source document that sets forth the operations practices necessary to deliver safe streetcar operations in a dependable and efficient manner and to provide quality service to the riders.

The Plan is intended to:

- Describe the system's service and operating characteristics.
- Describe the system's operating policies and objectives.
- Describe the staff responsibilities, levels, and organizational relationships required to operate and maintain the system.
- Describe the system and operating requirements for assuring service dependability and system availability.

As the Seattle Streetcar operation progresses this document will be reviewed and updated as necessary.

1.2 Objectives

The safety and well-being of passengers, employees, and the public, including adjacent automobile traffic and pedestrians, is the first priority of rail operations and all operational planning efforts. In addition to safety and security, the principal objectives of rail operations management are to:

- Provide a convenient and reliable Streetcar service to a diverse public
- Be an integral part of Puget Sound Regional Transit and Transportation System and provide seamless transition between all transportation modes (walking, local bus, express bus, intercity bus, auto, passenger train, and bicycle).
- Provide fully accessible transit (universal design) to the elderly and persons with disabilities.
- Improve access to employment at office/public/school/commercial/industrial sites located along the corridor.
- Provide improved service to special events sites within the service area.
- Increase the region's economic potential by improving mobility along the corridor.
- Meet the demands of population and employment growth within the corridor.

- Minimize the operating costs associated with the delivery of transit services.
- Be an instrument for city revitalization.

2.0 SYSTEM DESCRIPTION

2.1 Alignment

The City of Seattle Streetcar System began with the initial 1.3 mile South Lake Union (SLU) line in 2007. SLU services 11 unique platform stops connecting the Fred Hutchison Cancer Research Center, South Lake Union and Denny Triangle Denny neighborhoods with the vibrant downtown core providing connections to Link Light Rail and other regional transportation systems. The SLU Streetcar Operations and Maintenance Facility (OMF) is located in Seattle at 318 Fairview Avenue N.

The newly completed 2.5 mile First Hill line (FH) is the second piece of the system. FH provides connections to Link Light Rail at the Capitol Hill Station and International District Station, as well as Sounder Commuter Rail and Amtrak intercity rail at King Street Station. There are 11 platform station stops connecting the diverse and vibrant residential neighborhoods of Capitol Hill, First Hill, Yesler Terrace, Central Area, International District and Pioneer Square while also serving major medical centers (Swedish Medical Center and Harborview Medical Center), institutions of higher learning (Seattle Central College and Seattle University) and major sporting event venues (CenturyLink & Safeco Field). The FHS Operations and Maintenance Facility is located on the City of Seattle's Charles Street Service Center campus, at 7th Avenue S and S Charles St. (**Figure: 3** Shows the updated Seattle Streetcar System.)

LEGEND

- Streetcar
- Proposed Streetcar
- Streetcar Stop
- Proposed Streetcar Stop
- Sound Transit Link Light Rail Station
- Landmark

8

2.2 Streetcar/Traffic Operations

SLU Summary: Inbound from South Lake Union to Westlake Hub:

For trips originating from South Lake Union to the Westlake Hub and the downtown core the streetcar begins at the northern terminus located in the center lane on Fairview Ave N. Before starting the southbound trip, the operator should stop and call via Opticom for the Bar signal to leave the tail track and enter the mainline. The train progresses through a spring switch and moves to the station platform at Fairview & Campus Drive. The streetcar runs inbound along the inside lanes of Fairview Ave. Approaching the intersection of Fairview Ave and Valley St. in the left turn pocket the streetcar activates a traffic control video sensor to gain access to the protected mainline ROW along Valley St.

Streetcars make a regular stop at Lake Union Park station and proceed westbound along Valley St. At Terry Ave., the northbound track veers away from the southbound track as the mainline continues along Valley Street in the protected ROW.

Streetcars stop at Terry Ave to call the Bar signal. The mainline turns south and crosses the intersection at Valley St. and Westlake Ave. Operators via Opticom call the signal which offers protection from traffic turning right from westbound Valley to northbound Westlake with a LED “No Right Turn” signal.

The streetcar then runs along the west side of Westlake Ave. The first station along Westlake Ave is Westlake & Mercer. The next SB station is Westlake & Thomas. Trains stopping here serve Group Health and Evergreen Bank. The northbound track appears on the east side of Westlake far side of Thomas Street. Westlake & 9th/Denny Way is the next station. Whole Foods Market and other downtown businesses are serviced from this station.

The next southbound station is Westlake & 7th. Just south of the station, the OCS crosses Metro’s Route -70 Trolley overhead twice, once at Virginia St. and again at Stewart St. Operators should check for overhead damage prior to proceeding. As the mainline crosses 6th Ave at Westlake, it proceeds to the eastside of Westlake and through a trailing spring switch to enter the Westlake Hub station on a single track. Trains at Westlake Hub provide connections to the Seattle Monorail and the Link Light Rail in the DSTT at Westlake Plaza.

Outbound from Westlake Hub to South Lake Union:

After reversing cabs the streetcar proceeds northbound along Westlake Ave. The streetcar stops at Westlake & 7th, Westlake & Denny Way. The mainline splits at Thomas St. turning east for one block before turning north on Terry Ave and proceeding north to the Terry Ave & Thomas station. Through trains make a regular station stop and continue north. Trains returning to the OMF will terminate here and de-board all passengers. (Trains returning to the OMF will cross Harrison St. and stop at a mark to clear the switch. The operator will reverse cabs, call the switch via TWC controller and proceed through the switch onto the lead track to the OMF.)

In service streetcars continue down the west side of Terry Ave. to Terry & Mercer station. At Mercer St. the streetcar activates a traffic control video sensor to receive a Bar signal. The mainline then jogs over to the east side of the street and curves gently to the right as it crosses Valley St. and enters the northbound “Lake Union Park Plaza”. This is a busy pedestrian area during events at Lake Union Park. The pedestrian walkway/bike path is located along the northern edge of the mainline here. As the mainline comes to the end of the protected ROW northbound trains must activate the Opitcom sensor to receive the Bar Signal at Valley St. and enter the center median along Fairview Ave. Fred Hutchinson Cancer Research Center Station at Fairview & Campus Drive is the last passenger stop before the train enters the tail track for northbound layover.

FH Summary: Outbound trip from International District/Pioneer Square to Capitol Hill:

For trips originating from Pioneer Square the streetcar progresses eastbound with the traffic signals into a streetcar-only lane segment. The streetcar continues eastbound, powered via the Overhead Contact System, operating in mixed flow with general-purpose traffic, following conventional traffic signals as it proceeds eastbound on Jackson, with center platform station stops at 5th, 7th and 12th. A TWC loop will detect the departure of the streetcar from the 12th / Jackson station, and a second loop will detect the streetcar at the nearside of the Jackson/Rainier/14th intersection, activating a streetcar signal phase for the eastbound to northbound streetcar movement.

The streetcar will also receive a TWC-activated streetcar signal phase for the northbound 14th Avenue S to westbound Yesler Way movement, and then will progress with general-purpose traffic and conventional traffic signals to the Yesler and Broadway side platform station stop.

The streetcar then operates in mixed flow with general-purpose traffic, following conventional traffic signals as it proceeds northbound on Broadway, with side platform station stops at Terrace, Marion and Pine and signal priority at Broadway and Boren.

The streetcar will pull into a streetcar-only lane on the approach to the intersection of Broadway and Howell, and a TWC loop will activate a streetcar signal phase for the streetcar to progress through the intersection and switch to the Denny tail track/platform.

Inbound trips from the Capitol Hill station at Broadway/Denny:

Upon arrival to the Broadway/Denny platform, the operator will switch cab ends, lower the pantograph and switch to On-Board Energy Storage System (OESS) operation mode. The operator will place a call for a train signal to progress through the signal at Broadway/Howell. Train to wayside communications will require that the pantograph be in the lowered position before the operator will receive the train signal. When signaled, the operator will proceed through the intersection and switch onto the inbound (southbound) track, operating in a general-purpose traffic lane. The streetcar will then operate in mixed flow with general purpose traffic, following conventional traffic signals as it proceeds

southbound on Broadway, with side platform station stops at Pike, Marion, and Terrace. At Broadway and Boren, and Broadway and Yesler, the streetcar will receive signal priority.

At Yesler and 14th, the streetcar will operate with a right-hand turn southbound onto the exclusive streetcar track on 14th Avenue S, with a station stop at 14th/Washington. (Bicycle and pedestrian traffic will be routed to a perpendicular crossing of the tracks.)

At 14th/Rainier/Jackson, the streetcar will receive a TWC-activated train signal phase to progress through the intersection to westbound Jackson. The streetcar will then operate in mixed flow with general purpose traffic, following conventional traffic signals as it proceeds westbound on Jackson, with center platform station stops at Jackson /13th, Jackson /7th, and Jackson/5th. When approaching the Jackson/5th platform, the streetcar will pass over a TWC loop that will activate a “Streetcar Ahead” sign mounted over the mixed flow westbound lane. This sign is advisory such that other drivers may choose to merge right, as the streetcar will make an in-lane stop on the far side of the intersection of Jackson/6th, and other vehicles in the left lane will have to queue at the near side of the intersection of Jackson/6th if they do not choose to merge to the right. (The right lane provides adequate capacity for existing and projected westbound traffic volumes.)

In regular service, streetcars will continue westbound on Jackson from the 5th/Jackson station stop to the Occidental / Jackson terminus stop, in mixed flow with general-purpose traffic from to 2nd Avenue S., east of the intersection of 2nd Avenue S, the streetcar will operate in a streetcar-only segment as it pulls into the Occidental platform and exclusive streetcar tail track.

2.3 Track Structure

The track structure consists of approximately 7.6 total miles of embedded track on a designated right of way. The track standard is standard gauge (56.5 inches). Embedded track consists of rails installed in a concrete slab with the top of rail flush with the top of slab. Each rail is encased in a rail boot. The track configuration varies along the alignment dependent upon the right-of-way, traffic conditions, and the availability of right-of-way. The main line is mostly embedded double-track in its entirety with embedded single-track along the northern segment of the SLU line between John and Mercer Street and terminal tail tracks on each line.

2.3.1 Track Arrangements

The Seattle Streetcar System consists of the following types of track arrangements:

- Main Line(s) are tracks on which streetcars transverse the main revenue route.
- Lead track(s) are tracks on which the streetcars traverse the non-revenue route from the yard to the main line.
- Terminals are a combination of passenger stops and crossovers or turnouts, generally located at the end of the streetcar route, configured to reverse all streetcars. Yard tracks may also be considered as a terminal point.
- Crossovers are power or manually operated turnouts provided on a main line section

to permit streetcars to crossover between tracks at places not otherwise associated with a terminal.

- Tail Tracks are storage tracks connected to main track at one end.

3.0 SYSTEM ELEMENTS

The Seattle Streetcar System has certain system elements defined as rail, rail turnouts (track switches), the streetcar vehicles, Operations and Maintenance facilities (OMF), Overhead Contact System (OCS), Traction Power Electrification System, streetcar signals, street and pedestrian crossings, switching equipment at crossovers, and communication.

The Streetcar System's alignment facilities consist of the following elements:

- Streetcar Stops
- Streetcar Vehicles
- Tracks
- Crossovers
- Right-of-way
- Operations and Maintenance Facilities (OMF)
- Link Control Center (LCC)
- Communications Systems
- Signal Equipment
- Traction Power Substations (TPSS) and Overhead Contact System (OCS)
- Fare Collection Equipment
- Traffic Signals and Controls

3.1 Streetcar Vehicles

The SLU line employs the three Inekon Trio-12 Streetcars and one Trio-121. The First Hill line employs six Trio-121 streetcars.

The Trio-12 is a double ended, three-section articulated streetcar with a low floor center section. It is produced by the INEKON TRAMS, A.S. from the Czech Republic, but it contains components from other European countries and the United States. Each streetcar features three sets of doors on each side: one-panel at each end next to the cab and double two-panel sets in the lower passenger area. Beneath one of the two-panel door sets, on each side of the streetcar, is a retractable bridgeplate for ADA passengers using wheelchair or electric scooter. The operator controls the system with passenger request controlled by interior/exterior push buttons that feature the ADA symbol, stripe switches and intercom system.

Vehicle Technical Data for Inekon Trio-12

Seats: 27

Number of vehicles: 3

Max speed: 30 mph

Car length: 20.13 m (66ft)

Car height: 3460 mm (11.35ft)
Floor height: 780/350mm (2.36/1.15ft)
Car width: 2460 mm (8ft)
Car weight: 30,000 kg (66,200 lbs)
Min. curve diameter: 18m (59ft)
Trolley voltage: 750 V DC +20% -33%
Traction motor power: 4 x 90 kW (100bhp)
Trolley wire height: 4-7m (13-23ft)

Inekon Trio-121

Projected Number of cars: 7

These are modern streetcar vehicles similar to those operating on the South Lake Union line in Seattle, Tacoma LINK line, Portland Streetcar line, and in numerous European cities that have retrofitted heritage streetcar lines with modern, low-floor vehicles. For the First Hill Streetcar, these vehicles feature an On-Board Energy Storage System as described further below.

Vehicles—Basic Configuration

The First Hill Streetcar vehicles are electrically powered and approximately 66 feet in length. They are double ended and double-sided (i.e., an operating cab at each end of the car and doors on both sides) enabling each vehicle to be operated in both directions and to serve stations with any form of platform (i.e., center, single side, split platform). The cars have two articulation joints enabling the vehicles to negotiate tight curves as narrow as 60-foot radius.

The center section of the car has two sets of double doors on each side. This section has a low-floor configuration to enable level boarding from station platforms. ADA boarding criteria are satisfied with the aid of a vehicle-mounted bridgeplate. In addition to limited passenger seating, two spaces are designated for wheelchair and/or bicycle accommodation.

The two end-sections of the articulated streetcar are situated above the two powered truck ends. Passenger seating in these sections are accessible by stepping up from the center section. There is an additional side door provided for operator use on either end.

The vehicles meet all current ADA requirements.

Vehicles are equipped to tow or push a disabled streetcar, but are not equipped to operate in multiple units in passenger service.

Vehicles—Propulsion Control & On-Board Energy Storage System

The propulsion system will include power modulation devices, traction motors, drive gear units, control logic, friction brake blending logic, wheel spin-slide correction, circuit protection devices, and all accessories necessary to meet the specified requirements of propulsion and dynamic braking. Power modulation in both propulsion and dynamic braking

will be accomplished by microprocessor-controlled, IGBT (insulated-gate, bipolar-transistor) inverters as is common in the industry.

Each streetcar will have two motor trucks, and each truck will be provided with a propulsion system functionally independent of, but coordinated with, the other truck. Each propulsion system will be able to operate independently of the other, including dynamic braking, in the event of a failure in one system. The trucks are conventional bi-motor trucks with one motor per axle and one inverter driving both axles.

The vehicle will also incorporate an onboard energy storage system (OESS) which will be capable of providing propulsion and auxiliary power during wireless operation. The OESS is essentially bank of batteries on the roof of one car section plus associated electronics which interface with the propulsion system and other car equipment and permit electrical transitions from OESS power to OCS power, and vice-versa.

In the outbound direction, operating on OCS power, the batteries will be charging whenever the pantograph is connected to the energized overhead contact system (OCS) or the car is in regenerative braking. In the wireless segment (inbound), the OESS will be charging whenever the car is in regenerative braking.

3.2 Operations and Maintenance Facility (OMF)

The SLU Operations and Maintenance Facility is located in Seattle at 318 Fairview Avenue North. The shop building can accommodate two streetcars inside on the shop tracks, and two vehicles in the yard. The west bay has a pit under the tracks and a mezzanine for safe and easy access to the rooftop equipment. There is a 1-ton monorail hoist over the west bay and mezzanine work area that provides for the removal of rooftop elements to a work area for repair. The east bay has a level floor and no roof access. It is situated for use with the vehicle lifting jacks for removing trucks. This bay may also be used for any work that does not require under-floor or rooftop access. There is a 7.5-ton jib crane on the east side of the east bay adequate to lift a complete truck for transport if needed or onto any fixture for repair or maintenance. The shop is equipped with other standard work and safety equipment such as workbenches, compressed air, power tools and small tools. A set of four hydraulic jacks is provided for lifting the entire vehicles for disassembly of a streetcar or the removal of a truck for repair.

The First Hill Streetcar OMF is located on the City of Seattle's Charles Street Service Center campus, at 7th Avenue S and S Charles Street. (See **Figure 4**) The OMF provides storage for up to seven streetcars, a two-bay, three car-position maintenance shop featuring an overhead bridge crane, maintenance mezzanine, undercar maintenance pit, traction power substation and power supply stations, and other features typical of a rail vehicle light maintenance facility. The OMF also provides offices for administration, employee locker rooms, training rooms, a break room, and parts storage areas. Network communications for the Automatic Passenger Counting system are also provided at the OMF.

The facility serves as the center for First Hill Streetcar operations, reporting, dispatch, streetcar maintenance, system maintenance and administration. The shop building can

accommodate three streetcars inside on the shop tracks, and up to four vehicles in the yard. Vehicle maintenance activities performed at this location include interior and exterior cleaning, daily and periodic inspections, preventive maintenance and running repairs. The facility is not equipped to perform heavy maintenance and body repair. Some heavy maintenance and repair will be contracted out.

In addition to operations and maintenance functions, some maintenance-of-way activities such as track inspection and maintenance is also conducted from the OMF.



Figure 4: First Hill Operations & Maintenance Facility

4.0 SERVICE PLAN

This section is intended to serve as a basis for detailed definition of operations methods, practices, and requirements for the entire Seattle Streetcar system and future operations. The plan also defines the organization and personnel that will be responsible for performing the preparatory activities and then for operating and maintaining the system. The governing documents for Operations will be the Safety/Security Program Plan (SSPP), followed by the Operations Plan, Rulebook, and Standard Operating and Maintenance Procedures (SOPs/SMPs).

4.1 Operating Hours

Seattle Streetcar service will operate seven days a week. The level of service operated on observed holidays will generally reflect the same level of service provided on a regular Sunday schedule. SDOT reserves the option to suspend service on some holidays

(Thanksgiving and Christmas).

The South Lake Union line operates:

Monday – Thursday: 5:30 a.m. to 9:30 p.m.
Friday and Saturday: 5:30 a.m. to 11:30 p.m.
Sunday: 9:30 a.m. to 7:30 p.m.

First Hill line will operate:

Monday – Saturday: 4:30 a.m. to 1:30 a.m.
Sunday: 9:30 a.m. to 8:30 p.m.

(6:00 a.m. to 9:30 a.m. and 3:00 p.m. to 7:30 p.m. are considered “peak” service periods)

4.2 Service Frequency

South Lake Union:

Mon. – Fri. (Peak)	10 Minute Headways
Mon. – Fri. (Off Peak)	15 Minute Headways
Weekends/Holidays	15 Minute Headways

First Hill projected headways:

Mon – Fri (Peak)	12	Minute Headways
Mon. – Fri. (Off Peak)	15	Minute Headways
Saturdays –	15	Minute Headways
Sundays/Holidays	20	Minute Headways

4.3 Schedule Recovery

Some layover time has been built into the initial schedules to get back on schedule when delays occur during a regular scheduled trip.

FHS: For schedule recovery, streetcars may turn back at the 5th and Jackson platform. The streetcar will pull into the platform as an in-lane stop. The operator will switch cabs; raise the pantograph, and place a TWC call for a streetcar signal phase to allow the vehicle to initiate an eastbound run from this location. Layover/recovery time will be monitored on a regular basis and revised as needed to maintain a high standard of on time performance.

4.4 Revenue Routes

South Lake Union: The SLU main line operates in mixed flow general-purpose traffic as a single route between the two end points of the base alignment (South Lake Union neighborhood to the Central Business District downtown core). The SLU trackway is double track with a looped single track section and tail tracks at each terminal at the end of the line.



Figure 5: (SLU) Route and Stations

First Hill: The First Hill Streetcar main line service will operate in mixed flow general-purpose traffic as a single route between the two end points of the base alignment (International District/Pioneer Square to Capitol Hill neighborhoods). The FHS streetcar trackway is double track with single track at terminals at each end of the line.



Figure 6: (FHS) Route and Stations

4.5 Streetcar Ridership

4.6 Other Transit Provider Coordination

Regional bus service providers King County Metro, Community Transit and Sound Transit provide current bus service routes around the streetcar alignment. Some stations will also allow Seattle Streetcar passengers to connect with light Rail and Commuter Rail service.

4.7 Special Events

For special events the amount of service provided can be increased when demand is higher than normal (i.e. sports and large entertainment events) by placing an additional reserve streetcar vehicle into service. This service will be accommodated on a case-by-case basis with the service schedule determined by SDOT and Streetcar management.

4.8 Fleet Requirements

The fleet size for SLU currently consists of four (4) vehicles, with three (3) vehicles maximum operating during planned peak frequency and two (2) vehicles during off-peak periods and on weekends and designated holidays. The fourth vehicle when available is used for special services as required or as the maintenance spare.

The initial fleet size for FHS is six (6) vehicles, with five (5) vehicles operating during planned peak frequency and one (1) vehicle used as the maintenance spare.

5.0 OPERATIONS MANAGEMENT

This section provides a foundation for standard procedures for streetcars entering and leaving revenue service, operators reporting, operations staff responsibilities and daily routines, and the management tools that will be developed to guide those working on the system. It will also serve as a basis for the Standard Operating Procedures and Rule Book.

The City of Seattle Department of Transportation (SDOT) has contracted with King County Metro (KCM) to operate and maintain the Seattle Streetcar System.

Director of Rail: Responsible for all Rail Operations and maintenance functions assigned by contract to King County Metro.

Streetcar Section Manager: The Streetcar Superintendent is responsible for setting policies, overseeing and auditing the overall management of Streetcar Operations. The Section Manager to the Director of Rail.

Streetcar Superintendent: Supervises, plans and reviews the line-level work of Streetcar Operators, Maintainers and O & M Supervisors engaged in the daily operations and delivery of streetcar services for both of the two Streetcar bases; along with the Streetcar Base Chief in a back-up capacity, supervises and manages Base dispatch operations; supervises and manages field operations and acts as first responder and incident commander at critical incidents. Reviews accident/incident reports and ensures and enforces compliance with operating policies and procedures. Also, is responsible for recommending operational policies and practices for both Streetcar bases. The Streetcar Superintendent reports to the Streetcar Section Manager.

Streetcar Base Chief: As Base Chief directs day-to-day activities at both Streetcar bases supervises and manages Base dispatch operations; supervises and manages field operations and acts as first responder and incident commander at critical incidents. Reviews accident/incident reports and ensures and enforces compliance with operating policies and procedures. In addition to Base Chief duties, is responsible for Maintenance policies and practices for both Streetcar bases. The Streetcar Chief reports to the Streetcar Superintendent.

Technical Trainer: Responsible for ensuring that all operations and vehicle maintenance personnel with duties on the Streetcar system receive training and certification commensurate with their position.

Streetcar O & M Supervisor: Supervises streetcar operators and maintenance staff, conducts fitness-for-duty inspections, readies cars for pull-out, dispatches operators, and monitors and controls operations in the field and from the OMF. Response to accidents and incidents and properly reporting on such incidents is another very important function for O&M Supervisors.

Link Control Center (LCC): The main operations and communications center that works in support of all Light Rail Operations. LCC also supports emergency or unusual operations for Streetcar. Normal operational communications are conducted between each respective base Supervisors-on-Duty and the Operators and Supervisors via the KC Metro radio system.

Streetcar Operator: Operates the streetcar vehicles in the yard and on the mainline.

Electro-Mechanic: Maintains the streetcar vehicles, performing preventive and corrective maintenance. Mechanics will coordinate with the Supervisor to determine car movement in the yard and shop.

Streetcar Track and ROW Worker: Inspects and maintains track and special track-work (switches, frogs, etc.)

Streetcar Service Worker: The Service Worker performs detailed cleaning of streetcars at both bases.

5.1 Operations Documents and Tools

Seattle Streetcar Operations will prepare and maintain the documentation needed to guide activity operating and maintaining the Streetcar System, ensuring safety of the public and personnel and reliability of service.

5.1.1 Streetcar Rulebook

The current Rulebook for Seattle Streetcar sets forth standards of conduct, appearance, obedience, judgment, responsibility, and job knowledge required by all employees providing streetcar service.

5.1.2 Standard Operating Procedures (SOP's)

A specific set of procedures has been developed for Streetcar pre-revenue and revenue operations. They address normal, abnormal, and emergency conditions. These Standard Operating Procedures (SOP's) have been reviewed and will be continually updated to ensure consistency with operational procedures on the South Lake Union (SLU) line, the First Hill (FHS) line and the inclusion of any new elements specific to future streetcar segments.

5.1.3 Standard Maintenance Procedures (SMP's)

A specific set of procedures have been developed that inform how a maintenance procedure is to be performed. These Standard Maintenance Procedures (SMP's) will be periodically reviewed and updated to ensure employees perform consistent, safe and reliable maintenance practices throughout the Seattle Streetcar System.

5.1.4 Train Orders

This document is created and issued per SOP to each streetcar operator or employee operating a streetcar vehicle on the mainline. It describes day-to-day changes that may be required in procedures or operations. It is the means of communicating information not appropriate to a permanent Standard Operating Procedure (information applying only for a day, a few days, or until further notice; e.g., temporary slow orders, schedule changes, construction notice.)

5.1.5 Special Instructions

Special instructions are the official document used to notify employees of long-term restrictions and conditions affecting rail operations.

5.1.6 Directives and Notices

Directives and/or Notices may be issued as needed to give notification of additions to or changes in the Rule Book, Standard Operating Procedures, or to provide important administrative information to rail system employees

5.2 Employee Hiring, Training and Qualifications

The specific requirements for hiring, training, qualifications, and certification of streetcar system personnel will be developed to be in full compliance with the FTA and other required regulatory agencies.

5.3 Normal Operations

This section provides a base for conducting regular operations and may be revised upon system testing and integration during pre-revenue operations. Operations management may revise operation procedures when deemed necessary.

5.3.1 Prior to Daily Service

In the morning, the Operations staff will receive a list of the cars available for service. Any car that has a defect will be reported to vehicle maintenance. Maintenance personnel and/or the Supervisor will preposition vehicles and may perform a pre-departure inspection of revenue vehicles prior to operator assignment.

5.3.2 Staff Reporting for Duty

All supervisory staff will report per duty schedule. All streetcar operators going on duty will report to the dispatch sign-in area and to the Supervisor on-duty at the OMF facility. The Supervisor will visually check for fitness for duty, provide streetcar duty assignment and advise the operator of which yard track the streetcar is on. The Supervisor per SOPs will advise the operator of any irregularities along the revenue route or events that may be affecting the system. The streetcar operator will proceed to the streetcar and prepare it for service by performing a pre-trip inspection of the assigned car and will only pull-out upon

communications and clearance from the Supervisor and notification to LCC. The Supervisor and maintenance staff will perform a daily visual sweep of the streetcar alignment via motor vehicle prior to the start of revenue operations.

5.3.3 Streetcar Operator Routine

At the start of a Streetcar operator's shift, it may involve taking a streetcar from the yard or relieving a previous operator. At the end of shift, an operator may bring the streetcar back to the OMF or hand it off to a relief operator. During the course of a run, a streetcar operator may be relieved by another operator or Supervisor, and later may, in turn, relieve a third operator. Relief will normally be made in the system, at the alignment terminus or future specified location.

5.3.4 Streetcar Control and Supervision

All mainline streetcar movements will be made under the control of the Streetcar O & M Supervisor on-duty. Supervisors will be on duty during each shift and every day that revenue service is being provided and will be required to provide coordinated duties as directed by the Streetcar Base Chief. Supervisors will maintain close communications with streetcar operators, vehicle maintenance personnel, safety and security, and other management personnel, as necessary. Supervisors will respond to and mitigate all major incidents requiring emergency response in coordination with LCC as described in SOPs.

5.3.5 Introduction of Streetcars into Revenue Operation

Following their preparation for revenue service Operators will move the streetcars through the yard and onto the mainline. The first streetcar out shall report any wayside defects or unusual conditions along the alignment to the Supervisor. The Supervisor will be responsible for monitoring the pullout of streetcars according to scheduled departure times.

5.3.6 Revenue Service Operation

Normal streetcar service on the Seattle Streetcar system will be provided according to established operating timetables and established policies and procedures. Relief procedures will be established for shift changes and to provide a rest period for streetcar operators at intervals set according to schedule. Reliefs will be made at the designated relief points.

5.3.7 Monitoring

The NextBus GPS System will be used for streetcar tracking. Tracking will be done using a standard PC desktop computer and monitors using the GPS interface. Streetcar location and scheduling will be monitored by Operations personnel situated within the streetcar OMF facility.

5.3.8 End of Revenue Operation

At the end of revenue operations, several activities will need to be accomplished: (1) passengers must be informed of end-of-service; (2) vehicles must be removed from service and stored in the OMF; (3) staff must check out. End-of-Service Announcements: At a reasonable time before system closing, Operators will use the passenger announcement (PA) system to alert patrons to the scheduled end of operations.

5.3.9 Removal of Streetcars from Revenue Service

All streetcars leaving revenue service will stop at the designated end of service station platform. The operator will walk through the passenger compartment to make sure that all passengers have disembarked. Operators will request track assignment information from the Supervisor prior to departure from the mainline. Streetcars will then be taken to the OMF at the conclusion of revenue service where they will be inspected and maintained (as required), and made ready for service the next service day. Operators will complete a defect card noting any operating problems experienced with the streetcars and submit the defect cards to maintenance staff per established procedure.

5.4 Streetcar Stops

There are currently 22 unique passenger stop locations provided throughout the Seattle Streetcar System. All the stops are outdoors and some have weather protection canopies and benches for waiting passengers. Stops have either center platforms or street curbside platforms. The stops have no supervisory attendance nor are they monitored via a CCTV system. All streetcar stops are ADA accessible. The method of accommodating ADA passengers as well as other passenger related matters is included in the Rulebook and SOPs.



Figure 9: SLU Westlake/Denny Station

The following is a list of regular operations and passenger activities that will occur at the streetcar stops:

- Passenger amenities and boarding/exiting areas.
- Fare collection and/or inspections.
- Only one car berthing will be available for Streetcars. Berthing locations will be consistent; however due to the length and position of the platform berthing markers will be provided.
- Streetcar stops will have signage that notifies passengers of the scheduled or arrival time of the next streetcar. Passenger will also have access to real time information via personal cell phones or Personal Data Assistants (PDA)'s to telephone hot line or web site access.

Location	Neighborhood	Direction
Westlake Hub	Downtown/Transit Connections	North/South
Westlake & 7th	Belldtown	South
Westlake & 7th	Belldtown	North
Westlake & 9th	Belldtown/Denny Triangle	South
Westlake & Denny Way	Belldtown/Denny Triangle	North
Westlake & Thomas	South Lake Union	South
Terry & Thomas	South Lake Union	North
Westlake & Mercer	South Lake Union	South
Terry & Mercer	South Lake Union	North
Lake Union Park	South Lake Union	North/South
Fairview & Campus	Cascade (Hutchinson Cancer Research Center)	North/South
North Terminus		

Figure 10: SLU stop locations

Location	Neighborhood	Direction
Occidental Ave & S. Jackson St.	Pioneer Square	Southern Terminus
5th Ave & S. Jackson St.	International District	North/South
7th Ave & S. Jackson St.	International District	North/South
13 th Ave & S. Jackson St.	International District	North/South
14 th Ave S. & S. Washington St.	Central District	North/South
E. Yesler Way & Broadway	Yesler Terrace	North/South
Broadway & Terrace St.	First Hill	South
Broadway & E. Terrace St.	First Hill	North
Broadway & Marion St.	First Hill	North/South
Broadway & Pike St.	Pike/Pine	South
Broadway & E. Pine St.	Pike/Pine	North
Broadway & Howell St.	Capitol Hill	Northern Terminus

Figure 11: FHS stop locations

Streetcars have the option to pass streetcar stops if no passengers are waiting at the station

and no passengers onboard the streetcar wish to alight or if the vehicle does not have passengers. Typical streetcar systems do not stop at all stops.

5.5 Communications

Communication system operations will generally be supervised by the Supervisor on-duty from the OMF and on occasion via LCC. Voice and data links to streetcars will occur via a two-way open channel type radio system. Two-way voice radio and Data communications will be used to communicate with streetcars and maintenance/ supervisory personnel. A GPS subsystem will be provided to monitor the position of streetcar locations. Other systems will be employed to collect passenger-counting data and to control real time messages to passengers via station reader boards. Communications equipment will be located at the LCC, each Streetcar base and equipment enclosures along the wayside.

Communications subsystems include the following:

1. Two-Way Radio (data and voice)
3. GPS
4. Car-borne Equipment (including forward facing, interior and rear facing CCTV video cameras – FHS only)

Responsibilities and procedures for employees operation of communications equipment is set forth in the Rulebook and SOPs. Specific messages and protocol to use for routine and emergency radio conversations relating to streetcar operation is provided in the SOPs. Equipment and means available for communicating between streetcar and the OMF or LCC and streetcar, streetcar operator and passengers, and between OMF and LCC is described in SOPs.

5.6 Safety and Security Procedures

The safety and well-being of passengers, employees, and the neighboring communities, including adjacent automobile traffic, bicyclists, and pedestrians, will be the first priority of all system operations. The Preliminary Hazard Analysis process identified mitigations that will be incorporated into the Rulebook, SOPs/SMPs and Training Programs. Operational safety and security requirements and related employee responsibilities and procedures will be detailed in the following documents:

- System Safety Program Plan (SSPP)
- Seattle Streetcar System Emergency Preparedness Plan (SSEPP)
- Threat and Vulnerability Assessment (TVA)

5.7 Yard and Non—Revenue Route Operations

This section describes procedures for yard movement.

5.7.1 Yard and Lead Track Movement

SLU: Yard entrance and departure will be via a track lead along the Harrison St. non-revenue route that then connects to the mainline at Terry Ave via track turnout. The associated switches are power operated and controlled by the streetcar Operators. Yard lead and yard track turnouts are powered and controlled by streetcar Operators. On yard departures, routing is selected by TWC. Yard speed is on-sight-speed not to exceed 5 mph.

FHS: Yard entrance and departure will be via a track lead along the Eighth Ave. non-revenue route that then connects to the mainline at S. Jackson St. via track turnout. The associated switches at the S. Jackson turnout are power operated and controlled by the streetcar Operators. Yard lead and yard track turnouts are manual and can be hand thrown by Maintenance or Supervisory personnel. Yard speed is on-sight-speed not to exceed 5 mph.

5.7.2 Specific Yard Track Movement

Upon entering the OMF yard operators will park streetcars at the designated location. Only maintenance or supervisory personnel will operate streetcars in or out of the OMF shop building. Detailed switching procedures are followed to ensure safe streetcar switching and movement. Yard speed is on-sight-speed not to exceed limit will be 5 mph or less.

5.8 Irregular Operations Procedures

Irregular operations are required when a problem or situation occurs that precludes operating in accordance with normal procedures or published schedule. Problems may arise from equipment malfunction on the streetcar, or in the track, traffic signal, or power system. They may also arise from accident or incident, safety or security breach of the streetcar system, track blockage, passenger illness/medical incidents, weather, or other causes. These occurrences will normally result in streetcar delays and/or service interruptions.

5.8.1 Strategies for Restoration of Regular Service

Service restoration strategies for minor delays may include the following:

- **Cancelled Trip.** A scheduled streetcar may become so late that it cannot regain its schedule. The late streetcar may continue to one of the end points. If the streetcar has arrived after the expiration of the recovery time, the outbound trip may be cancelled and the streetcar held for the next scheduled departure.
- **Gap Streetcar.** This is the use of an extra streetcar held typically at the OMF. It will be inspected and ready to depart. Should a streetcar be late, the plug streetcar would be inserted into the revenue route to replace the late streetcar and maintain an on-time schedule. Plug streetcars can also be used to replace disabled revenue service streetcars.
- **Turn Streetcar Short of destination.** A delayed streetcar could be stopped shortly after a crossover location where it would normally be on time in the opposite direction and change direction to opposite bound track. This option is only possible on the FH line. Procedures for turn backs will be developed during pre-revenue operations.

Service restoration strategies for major delays may include the following:

- **Turning Streetcars during a Blockage (FHS only).** There is always likelihood that line blockages will occur, prohibiting through operations. In such cases and depending upon location, streetcars can use crossovers or the turn around and resume operation in the opposite direction. In the event where a blockage is not at a crossover or loop, the streetcar will have to stay at the blockage.

5.8.2 Streetcar Derailment

SOPs, SMPs and the Rulebook will define the detailed steps that must be carried out by Operations personnel when a streetcar becomes derailed. Many hazards exist which must be considered when a streetcar becomes derailed; for instance if a streetcar is derailed and still in contact with the OCS. All streetcar personnel and passengers, emergency responders and the public must take special precaution during derailment recoveries.

5.8.3 Track, Structures, and Stops Malfunctions

Streetcar personnel's responsibilities when track, structure, and streetcar stops become nonfunctioning will be defined in SOP's, SMPs and the Rule Book.

5.8.4 Streetcar Signal Malfunction

At certain locations along the alignment a special streetcar signal (bar signal) is employed to facilitate streetcar movement. When streetcar signals malfunction, streetcar operations will convert to a line-of-sight operation or service will cease depending upon the malfunction and location. The Rulebook will address the procedures for such malfunctions.

5.9 Adverse Weather Conditions

The SOP will define the procedures required of streetcar personnel to protect streetcar service and system components during adverse weather conditions from the moment of first weather bulletin until the adverse weather condition is over and normal operating conditions again prevail. When adverse weather causes a streetcar delay, it will be dealt with as defined in previous sections. The basic operating strategy for various conditions is described in the following sections.

5.9.1 High Water

From the onset of rain, the tracks can become very slippery. The use of sand before braking and upon acceleration greatly adds to the adhesion on wet rail. Due to the majority of the rail being in mixed use with motor vehicles, the oil and grease from automobiles will settle on the rail. This is noticed most during the first few minutes of a rainstorm. During unusually heavy or prolonged rains, Supervisors will check track conditions at critical locations. Observations of the alignment will be made to ensure proper track support for rail operations. Operating rules will stipulate that vehicles will not proceed if water is over 3" above the head of rail. If water is 3" or less above top of rail, streetcars must proceed at minimal speed of 3 MPH, unless authorized by the Supervisor on-duty. Additional care must be taken when switches are under water.

5.9.2 High Winds

During periods of potential high wind, Operators will be notified by the Supervisor and instructed to report high wind conditions. They must observe the OCS, looking out for foreign objects or signs of damage. Operations staff may monitor weather bureau information and ascertain wind velocity projections in the greater Puget Sound region. Operations may cease if wind velocities exceed design limits or visibility is severely reduced.

5.9.3 Snow and Ice Conditions

Ice buildup on overhead wires can cause extreme arcing or interruption of power to streetcars. The potential for damage to the power distribution system is particularly critical, and must be carefully checked. Should this condition occur a streetcar would be dispatched to travel the entire alignment to clear ice and check the condition of the overhead contact system (OCS). If serious ice conditions are projected to occur it is advised that 15 to 20-minute headways should be maintained during over night or early A.M. non-revenue hours to clear ice buildup from the contact wire. Snow and ice conditions will also warrant the use of sand for streetcar traction. Each streetcar will have a sanding device that can apply sand to the head of the rail for traction purposes. SOPs will define the proper use of the sanding devices and snow and ice operations.

5.10 Accidents and Incidents

There are a number of situations that may interfere with regular streetcar service and operation. For most of the possible events, the responsibilities of employees will be and detailed in the SOPs, SMPs and Rulebook.

Potential problems that will be considered include:

1. Accidents

- Collision with persons, motor vehicles, buses, or other streetcars;
- Injury of passengers by hard stops, mobility device overturning and/or other similar situations;
- Derailment.

2. Incidents

- Operator sick or injured;
- Passenger sick or injured on board, or at a streetcar stop;
- Fire on, or smoke in, streetcar or adjacent to track;
- Suspicious substance on or adjacent to track;
- Disturbance on, or adjacent to, streetcar;
- Track anomalies;
- Wrong side door openings;
- Bomb, hijacking, robbery or assault threat;
- Broken pantograph, contact wire down, etc.; and,
- Car interior soiled or graffiti-ed.

Any accident or incident that involves a streetcar delay will be dealt with as described in previous sections.

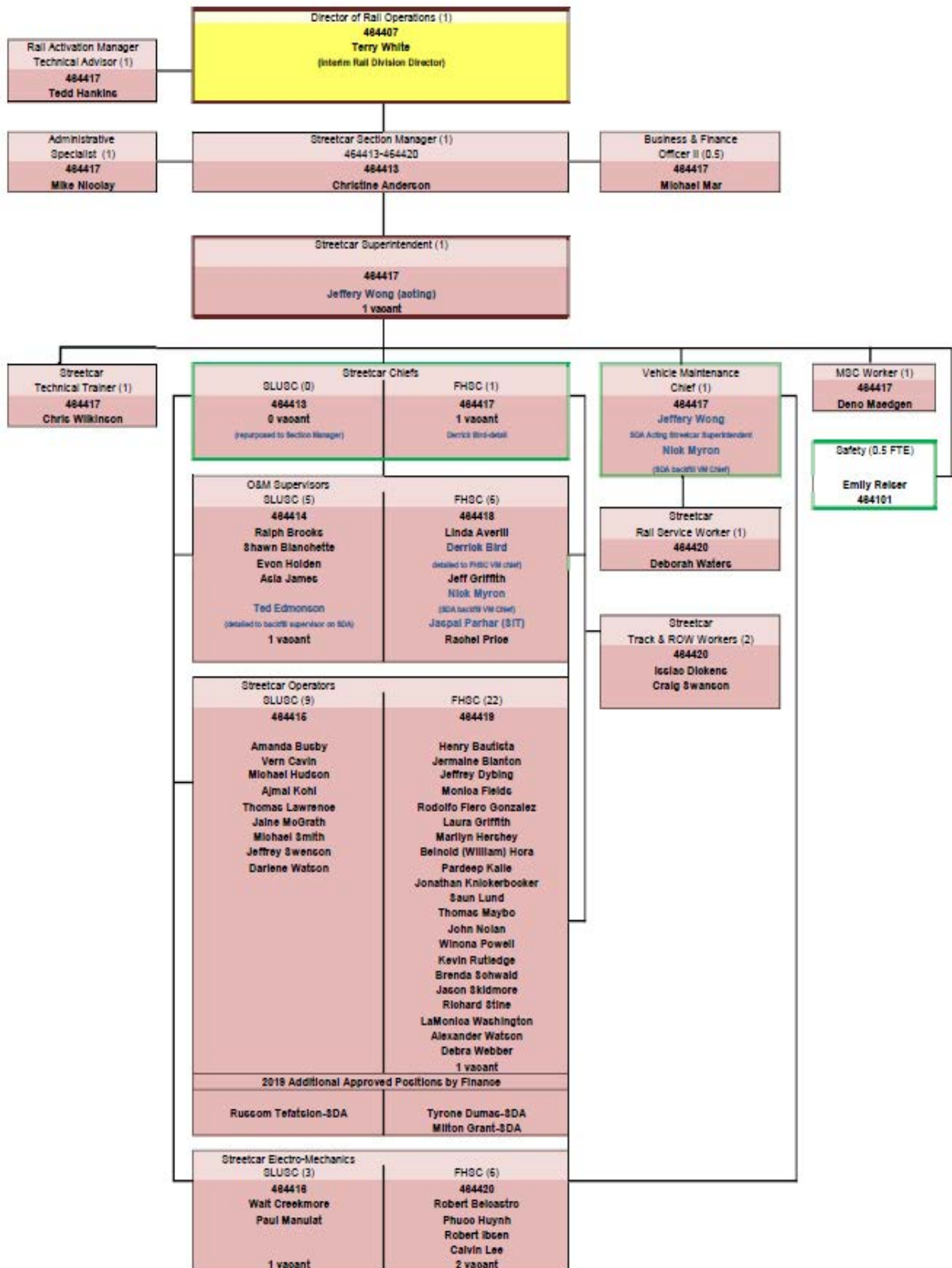
6.0 CONSTRUCTION/MAINTENANCE ACCESS TO STREETCAR ROW

Proposed utility construction within the streetcar ROW alignment may require special approval and permitting from SDOT. In addition to SDOT permitting, track access permits via the KCM construction coordinator may be required for construction or activities on or adjacent to the streetcar trackway or requiring de-energization of the OCS.

7.0 DEFINITIONS OF TERMS AND ABBREVIATIONS

ADA	Americans with Disabilities Act
CCTV	Closed-Circuit Television
DC	Direct Current
FHS	First Hill Streetcar
GPS	Global Positioning System
KCM	King County Metro
LCC	Link Control Center
OCS	Overhead Contact System
OMF	Operations and Maintenance and Facility
PA	Passenger Announcement System
PDA	Personal Data Assistant
ROW	Right-of-Way
SDOT	Seattle Department of Transportation
SLU	South Lake Union
SMP	Standard Maintenance Procedure
SOP	Standard Operating Procedure
SSEPP	Seattle Streetcar System Security and Emergency Preparedness Plan
SSPP	System Safety Program Plan
TPSS	Traction Power Substation Sites
TWC	Train-to-Wayside Communication System
TVA	Threat and Vulnerability Assessment
WO	WO Work Order

APPENDIX 1
ORGANIZATIONAL CHART





King County

Department of Transportation
Metro Transit Rail Section

Seattle Streetcar

Rail Fleet Maintenance Plan



April 27, 2015 Rev. 6

Document Revisions:

Revision	Date	Description of changes
Rev 0	March 6, 2008	Initial Issue
Rev 1	April 27, 2010	Revisions service schedule, org chart.
Rev 2	June 03, 2014	Updated Preventative Maintenance checklist, updated org chart.
Rev 3	July 23, 2014	Updated Appendix C with SOP 100.01 Rules and Procedures Development, Issuance and Revision. Updated Appendix G SOP 100.05 System Proposal Process.
Rev 4	September 22, 2014	Deleted SOP 100.01 and SOP 100.05 in lieu of references as these change more often than this plan. Correct Bridgplate Inspection interval to 5,000 mi,
Rev. 5	November 12, 2014	Placed summary table of inspection intervals in section 2.7.
Rev. 6	April 27, 2015	Updated to reflect the First Hill line and Electro-Mechanic position. Updated to reflect the addition of the TRIO 121 streetcar. Updated list of Figures and Appendices

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EXECUTIVE SUMMARY

This Fleet Maintenance Plan has been prepared to meet the following objectives:

- To communicate to the City of Seattle, King County and our own staff the philosophy, goals and objectives used in the maintenance of the fleet of streetcars on the Seattle Streetcar system.
- To describe the equipment used and personnel required to perform maintenance to ensure that equipment will perform reliably for the duration of its' intended life.
- To identify support elements that ensure safety, accountability, information services and document control that meet the requirements of a public project.

The maintenance philosophy emphasizes preventive maintenance as a means of meeting performance and reliability requirements while controlling overall costs. This plan includes the presentation of maintenance frequencies, tools and equipment needs, spare parts, processes and organizational structure that supports this work.

The plan also recognizes the relationship between the City of Seattle as the owner of the system, and King County Metro Transit as the operation and maintenance contractor. This plan will confine itself to the vehicle maintenance elements. This relationship is established in the Interlocal Agreement.

SEATTLE STREETCAR FLEET MAINTENANCE PLAN

1.0 INTRODUCTION

1.1 GOALS AND OBJECTIVES:

The goal of Metro's maintenance philosophy is to provide full service life of all equipment in a safe and economical manner. This involves our maintenance employees, equipment operators and the riding public.

To ensure the safety of the Maintainers/Electro-Mechanics we have established a Joint Safety Committee made up of employees and supervisors working in our shops to review safety matters on a monthly basis. Our Metro Safety staff is conducting, and will continue to conduct Job Hazard Analyses for each job classification. For other safety issues there is a Safety Review Board that meets monthly to review any unresolved safety issues, system modifications, and changes to rules and procedures. In a more direct sense, our Maintainers/ Electro-Mechanics are protected by equipment and procedures designed to protect them and proper training to reinforce proper methods.

Safety is achieved by strict adherence to the maintenance schedules and inspections provided by Inekon and expanded by our Maintenance Management staff and Maintainers/ Electro-Mechanics. A high priority with both the City of Seattle and Metro Transit is the maintenance of equipment providing universal accessibility. On the Inekon Trio vehicles, there are bridgeplates that span the gap between the car floor and the station platform. Passenger information systems and public address systems are checked daily and included in all PM intervals. They must all operate properly for a car to be put into service. This not only assures ADA compliance, but addresses core goals of all involved.



Figure 1 - Streetcar bridgeplate deployed and in use in regular service.

1.2 VEHICLE OVERVIEW (Courtesy of Seattle DOT):

South Lake Union Route length: 1.3 miles one-way

Weekday ridership: 2000+ **Stations:** 11 **Fleet size:** 3

VEHICLE TECHNICAL DATA – Inekon Trio-12

Seats: 29

Max speed: 30mph

Car length: 20.13 m (66ft)

Fleet size: 3

Car height: 3460 mm (11.35ft)

Floor height: 780/350mm (2.36/1.15ft)

Car width: 2460 mm (8ft)

Car weight: 30,000 kg (66,200 lbs)

Min. curve diameter: 18m(59ft)

Trolley voltage: 750 V DC +20% -33%

Traction motor power: 4 x 90 kW (100bhp)

Trolley wire height: 4-7m (13-23ft)

First Hill Route length: 2.5 miles one-way

Expected Weekday ridership: 3000+ **Stations:** 10 **Fleet size:** 7

VEHICLE TECHNICAL DATA – Inekon Trio-121

Seats: 29

Max speed: 30mph

Car length: 20.13 m (66ft)

Fleet size: 7

Car height: 3460 mm (11.35ft)

Floor height: 780/350mm (2.36/1.15ft)

Car width: 2460 mm (8ft)

Car weight: 30,000 kg (66,200 lbs)

Min. curve diameter: 18m(59ft)

Trolley voltage: 750 V DC +20% -33%

Traction motor power: 4 x 90 kW (100bhp)

Trolley wire height: 4-7m (13-23ft)

The Inekon TRIO 12 and TRIO 121 are double ended, three-section articulated streetcars with a low floor center section. They are produced by INEKON TRAMS, A.S. from the Czech Republic. They also contain components from other European countries and the United States. They were first put into service in Europe in the year 2000. The first U.S. city to put these types of streetcars in service was Portland, Oregon. Four of the seven TRIO 121 streetcars are being constructed in Ostrava, Czech Republic with the remaining three streetcars being built in Seattle, WA. The Trio 121 streetcar is built with an On-Board Energy Storage System (OESS) operation mode which gives the streetcar the ability to travel “off-wire.”

Each streetcar features three sets of doors on each side: one-panel at each end next to the cab and double two-panel sets in the lower passenger area. Under one of the two-panel door sets, on each side of the streetcar, is a retractable bridgeplate for ADA passengers using wheelchair or electric scooter. The system is controlled by the operator with passenger request controlled by interior/exterior push-buttons that feature the ADA symbol, stripe switches and intercom system. Passenger counting is accomplished by the INIT passenger counter with sensors mounted above each door set.



Figure 2 - Streetcar interior from lower passenger area.

1.3 STREETCAR TESTING

Of the seven streetcars being manufactured, four of them will be built in Ostrava, Czech Republic. Those vehicles are fully tested in the factory. After assembly is completed, the cars spend about a week on the factory test track, and then their maiden voyage around the town of Ostrava, Czech Republic. After factory testing, the cars are prepared for shipping by adding braces to the suspension, plastic protective film over critical components, and finally, wrapped in a weather proof tarp. The cars are shipped in one complete assembly.

The remaining three streetcars will be built in Seattle, Washington. Those vehicles will be put through a variety of static and dynamic testing.

Once the streetcars are certified for operation, a series of both classroom and “on vehicle” training sessions begin for the Seattle Streetcar Operators and more direct one-on-one and on-the-job training are provided for the maintenance staff.

2.0 METRO TRANSIT SCOPE

Metro Transit and the City of Seattle have entered into an Interlocal Agreement that sets out the terms under which Metro operates and maintains the Seattle Streetcar system (First Hill and South Lake Union). Metro Rail Section is responsible for the operation of passenger service, and the maintenance of the vehicles and track. A different Metro Transit Section, Power & Facilities, is responsible for the maintenance of substations, overhead contact system, the maintenance facility at SLU and associated equipment. The City of Seattle is responsible for the maintenance of the stations and the facilities at FHS.

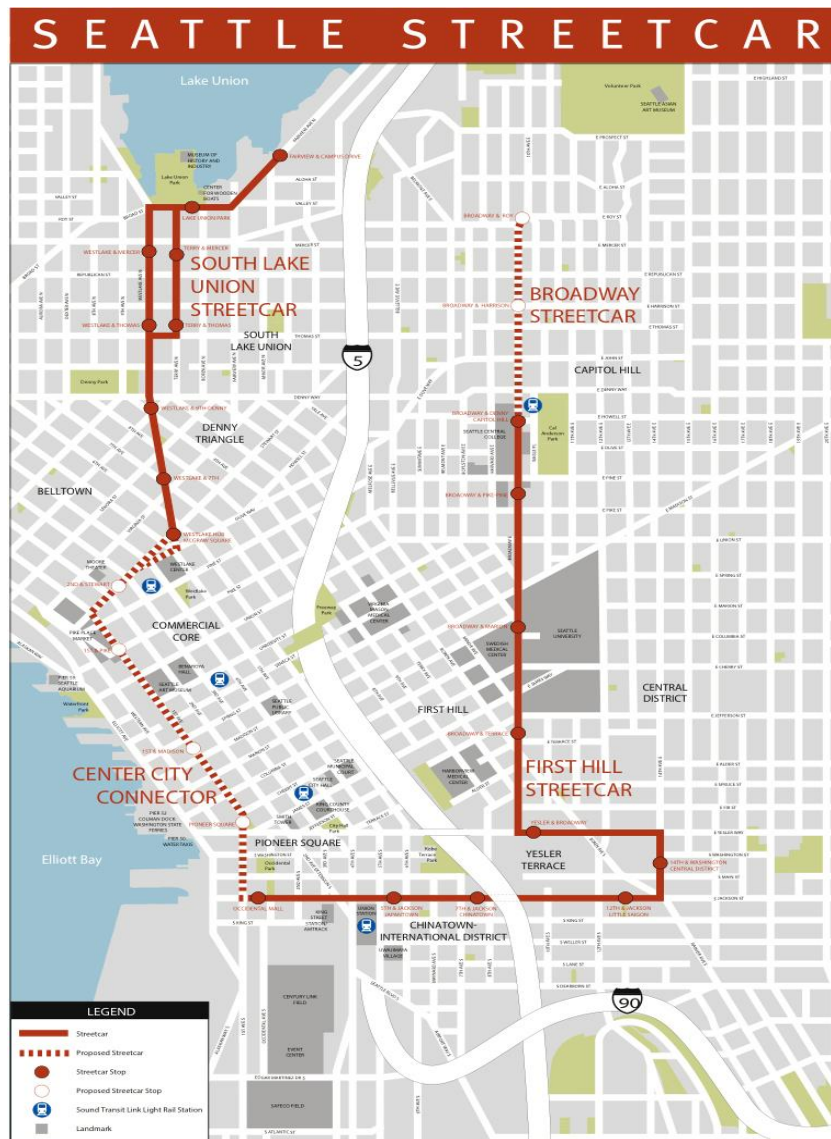


Figure 3 – Seattle Streetcar System Map.

3.0 VEHICLE MAINTENANCE

3.1 STAFF AND SCHEDULES

The maintenance of vehicles at South Lake Union is conducted directly by the three Streetcar Maintainers with occasional maintenance being done by the Operations and Maintenance (O&M) Supervisors. The three Maintainers cover the hours of operation plus a small amount of time before pull-out and after pull-in. There is an overlap of one hour at mid-day and days off are arranged such that there are two maintainers on duty on Wednesdays. The Maintainer position is grandfathered in at SLU and Electro-Mechanics will be hired to fill any future openings.

At First Hill, the maintenance of the vehicle is conducted directly by the four Streetcar Electro-Mechanics (EMs), with the occasional maintenance being done by the Operations and Maintenance Supervisors. The four EMs cover the hours of operation including a small time before pull-out and after pull-in. The EMs will work a 4/40 schedule and days off will align so that all four work on Wednesday to perform track maintenance.

Work that is planned and takes more than one person is scheduled for Wednesdays if possible. In cases where a task is unsafe for one person to perform, an O&M Supervisor may do this maintenance task with the Maintainer/EM to ensure their safety. There are five O&M Supervisors assigned to each base, and two on-duty at most times. These O&M Supervisors also receive some maintenance training along with the Maintainers/EMs.

3.2 MAINTENANCE AREAS

Preventive Maintenance (PM) is conducted to the manufacturer's recommendations, APTA Standards, and best practices. There are currently four inspection intervals: 600 miles, 5,000 miles, 30,000 miles (hydraulic fluid change only) and 120,000 miles. The checklists for the inspections are maintained on the Maintenance Management Information System (MMIS), which advises when PM's are due and provides a paper print-out of the checklist. These inspections are conducted by the Maintainers/Electro-Mechanics. The completed paperwork gets filed and the electronic work order is recorded. If defects are found during the inspections, the Maintainer/EM will enter them into MMIS as a Work Request (WR). When the repair is to be performed, the WR will then be generated into a Work Order (WO). This provides a tracking method to ensure at any given time that all cars are current with their PM's.

The Maintainers receive running repair or corrective maintenance training from Inekon Service Representatives as part of the 2-year OJT maintenance/warranty program. In this manner our Maintainers and Electro-Mechanics receive hands-on direction and experience, while Metro and the City of Seattle are assured of proper execution of maintenance with the car-builder's on-site-staff oversight.

Long term overhauls begin at the 120,000 mile service milestone. A 120k inspection has been performed on each SLU TRIO 12 vehicle. We will continue to evaluate options regarding in-house or contractor services to complete mid-life or other overhauls.

3.3 SHOP EQUIPMENT

The SLU and First Hill Maintenance Facilities and our staff are in place for light and running repair only. At SLU there are two maintenance bays and enough parking for four streetcars (two indoor and two outdoor) at the facility. The west bay has a pit under the tracks and a mezzanine for safe and easy access to the rooftop equipment.

At First Hill there are two maintenance bays and enough parking for seven streetcars (three indoor and four outdoor) at the facility. The south bay has room for one streetcar and a pit under the tracks. The north bay has room for two streetcars and a mezzanine for safe and easy access to the rooftop equipment.

As with all modern low-floor transit vehicles, most systems are installed on the roof. This equipment includes propulsion, HVAC, static inverter, current collection equipment, etc. Neither streetcar base has OCS wire in the shop. There are stingers at each base to provide power to the streetcar for testing and diagnostic, and charging purposes.

Both shops are equipped with overhead cranes, capable of lifting parts between the two floors. Both shops also contain other standard work and safety equipment such as eye-wash, fire extinguishers, work benches, compressed air, power tools and small tools. There are a set of four jacks at each Base that are capable of lifting the entire vehicle for the disassembly of a streetcar or the removal of a truck for repair.

3.4 MAINTENANCE SPARE PARTS

A full complement of spare parts were purchased with the three TRIO 12 and seven TRIO 121 vehicles. These are stored at the Maintenance Facilities and are tracked in the MMIS inventory system. This is not a secure parts environment, but rather depends on the Maintainers and Electro-Mechanics being responsible for charging the parts out against work orders and correctly identifying their disposition. For an operation this small, this is both cost effective and reliable. One Maintenance Service Center Worker oversees all matters regarding inventory and monitors re-stock levels, consumable consumption and ordering of special tools and parts. This department also manages all contracted work in concert with the Streetcar Superintendent and Streetcar Chiefs. This would include machine shop, painting, upholstery, graffiti removal, and anything else that arises.

3.5 NON-REVENUE VEHICLE (NRV) REQUIREMENTS

Currently there is one maintenance truck and one SUV assigned to South Lake Union Streetcar. At First Hill there is one maintenance truck, two SUV's and one sedan. These vehicles are maintained by the King County Non-Revenue Vehicle Maintenance Section . The NRVs are adequate for our needs at this point.

3.6 PREVENTIVE MAINTENANCE SCHEDULES

The following table identifies the preventive maintenance (PM) schedules. The full list of PM activities are found in Appendix C.

PM Number	PM Type	Interval
15-PVM-005	General Inspection	5,000 mi.
15-PVM-006	Bridgeplate Inspection	5,000 mi.
15-PVM-007	General Inspection	600 mi.
15-PVM-106	Minor Door Service	6 mo.
15-PVM-112	Major Door Service	12 mo.
15-PVM-120	General Inspection	120,000 mi.
15-PVM-150	Aux Brake Fluid Exchange	12 mo.

4.0 MAINTENANCE SUPPORT FUNCTIONS AND REQUIREMENTS

4.1 MAINTENANCE MANAGEMENT FUNCTIONS

The MMIS system used at Seattle Streetcar is Maximus M5. It has been used by the Metro Transit Bus Vehicle Maintenance department for several years and is quite mature for maintaining fleet elements. This system tracks inventory, work orders, preventive maintenance, and warranty activity. From this system we can make queries and run reports that help us observe trends, plan maintenance and purchase parts efficiently. A number of defect codes and repair codes are used to categorize the work order data for later analysis. All cost information is associated with each repair or maintenance element so that budget tracking and planning are also provided for in this system.

4.2 MAINTENANCE ENGINEERING AND MODIFICATIONS

The Streetcar Maintenance Chief position has been added and will be responsible for routine maintenance engineering duties. These include making adjustments and changes to the PM inspections, maintaining control of car history books, manuals and other documentation.

Modifications to the system, including the vehicle must be done in accordance with SOP 100.05, which requires all modifications that may affect safety to be reviewed by all stakeholders and approved by the Safety Review Board. The Streetcar Superintendent and the Safety Officer, as well as the City of Seattle, must approve any modification that may involve safety.

4.3 MAINTENANCE TRAINING

One of the ways that Seattle Streetcar Maintenance assures the safety of its own employees, operators, and riding public is through a strict adherence to the standard: APTA RT-VIM-RP-011-03, "Recommended Practice for Rail Transit Vehicle Inspection and Maintenance Training and Qualifications". Our application of this standard means that everyone is qualified on each piece of equipment that they may be asked to operate, and

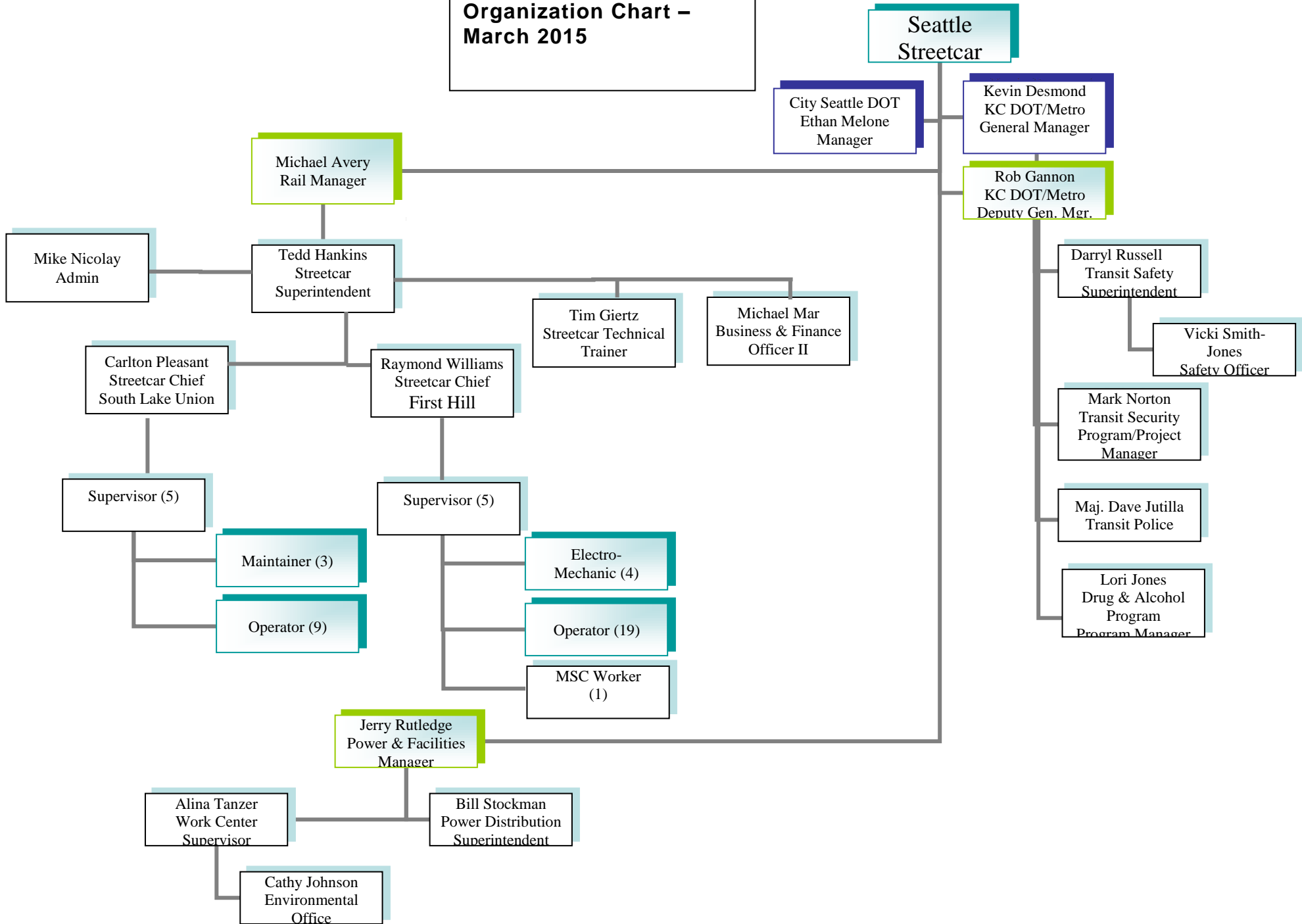
are trained or qualified on each task that they may be asked to perform. To achieve this, a matrix has been created with each section of the maintenance manuals and each piece of shop equipment have been listed on one axis and the employees listed on the other. The Streetcar Technical Trainer and Streetcar Maintenance Chief are responsible for compliance with this process.

Some shop equipment will only require qualification. For instance, if a Maintainer/Electro-Mechanic have been using a drill press expertly for many years, we will simply verify that, by observation, and provide all related safety precautions rather than waste resources by training staff on tasks they already know. By using this method we save resources while ensuring that not only does everyone know how to do their work safely, but that we have documentation to demonstrate that. This information is maintained in a database that lets management know when a worker is due for re-training or re-qualification.

APPENDIX A

Metro Transit – Seattle Streetcar Organizational Chart

Seattle Streetcar Organization Chart – March 2015



APPENDIX B

Maintenance Job Descriptions

SLU STREETCAR MAINTAINER

Job Summary

Under general supervision, incumbents on this classification perform general maintenance and inspections on streetcar vehicles and equipment, and make repairs associated with those inspections. Typically, this position reports to a Supervisor or Maintenance Chief.

Distinguished Characteristics

This classification is different from Light Rail Electro-Mechanic classification in that the incumbents on this position perform general maintenance and cleaning duties associated with South Lake Union streetcars, requiring entry-level cleaning, electrical, and mechanical skills.

Essential Duties

- Troubleshoots systems to locate causes of electrical and mechanical problems;
- Uses test equipment, typical shop tools, torque wrenches, jacks, drills, and other tools common to trade;
- Makes mechanical repairs and adjustments;
- Performs thorough preventative maintenance inspections in accordance with manufactures' guideline;
- Cleans interior and exterior of SLU Streetcars either by operating them through a car-wash, or by hand washing and steam cleaning, using a variety of solvents, soaps, and cleaning chemicals;
- Removes trash and debris from the streetcars;
- Checks condition of SLU Streetcars while performing duties to detect, repair and report to supervisor defects, such as defective lights, body damage, interior damage, and operating defects;
- Posts, adds, and subtracts the amounts of parts and commodities used;
- Moves cars around the yard (including shop);
- Checks and replenishes consumables such as wiper fluid and sand;
- Prepares and maintain various records and reports;
- Assists with re-railing of cars, as necessary;
- Performs vehicle recovery duties including towing disabled vehicles;
- Sweeps shop floor, collects trash and performs other similar duties to ensure a safe and clean shop area;
- Lubricates tracks and vehicles as needed to reduce noise;
- Tags defective parts and ensure they are sent back to manufacturer; Receives parts;
- Use MMIS to open and close work orders and to retrieve maintenance schedules;
- Must be available to work evening hours and weekends;
- Performs related duties as assigned.

Knowledge/Skills

- Working knowledge of operating and preventive maintenance requirements found on electric transit vehicles, machinery, tools, and equipment;
- Knowledge of mechanical principals, repair methods, standards and practices;

- Knowledge of test equipment and tools needed in the repair, maintenance, and installation of mechanical, electronic and electrical systems and equipment;
- Knowledge of general shop safety procedures;
- Ability to read, understand and apply technical information from service manuals;
- Oral and written communication skills- able to read and follow directions given in oral or written form; able to effectively read, understand, and use technical information found in repair manuals, service change bulletins, and applicable technical documents, including parts and supply manuals;
- Skill in performing maintenance, repair, troubleshooting, and safety/preventive maintenance inspections;
- Skills in implementing preventive maintenance and safety inspection procedures;
- Skills in using test and shop equipment and tools, parts and supply manuals;
- Skills in establishing and maintaining cooperative working relationships with those contacted in the course of business;
- Skills in reading and interpreting blue prints, maintenance manuals, schematics, construction drawings, and specifications;
- Skills in preparing written reports, document defects and repairs on inspection forms, work orders, or designated computer programs;
- Ability to operate a computer and familiarity with MS Office products and maintenance information systems.

Licensing/Certification Requirements

- Valid Washington State Driver's License
- Ability to qualify for and maintain a Class "B" license and a Streetcar yard operation certification.

STREETCAR ELECTRO-MECHANIC

Job Summary

Under general supervision, incumbents on this classification perform general maintenance and inspections on streetcar vehicles and equipment, and make repairs associated with those inspections. Typically, this position reports to a Supervisor or Maintenance Chief.

Distinguished Characteristics

This classification is different from Light Rail Electro-Mechanic classification in that the incumbents on this position perform general maintenance and cleaning duties associated with First Hill and South Lake Union streetcars, requiring cleaning, electrical, and mechanical skills.

Essential Duties

- Troubleshoots systems to locate causes of electrical and mechanical problems;
- Uses test equipment, typical shop tools, torque wrenches, jacks, drills, and other tools common to trade;
- Makes mechanical repairs and adjustments;
- Performs thorough preventative maintenance inspections in accordance with manufactures' guideline;
- Cleans interior and exterior of Seattle Streetcars either by operating them through a car-wash, or by hand washing and steam cleaning, using a variety of solvents, soaps, and cleaning chemicals;
- Removes trash and debris from the streetcars;
- Checks condition of Seattle Streetcars while performing duties to detect, repair and report to supervisor defects, such as defective lights, body damage, interior damage, and operating defects;
- Posts, adds, and subtracts the amounts of parts and commodities used;
- Moves cars around the yard (including shop);
- Checks and replenishes consumables such as wiper fluid and sand;
- Prepares and maintain various records and reports;
- Assists with re-railing of cars, as necessary;
- Performs vehicle recovery duties including towing disabled vehicles;
- Sweeps shop floor, collects trash and performs other similar duties to ensure a safe and clean shop area;
- Lubricates tracks and vehicles as needed to reduce noise;
- Tags defective parts and ensure they are sent back to manufacturer; Receives parts;
- Use MMIS to open and close work orders and to retrieve maintenance schedules;
- Must be available to work evening hours and weekends;
- Performs related duties as assigned.

Knowledge/Skills

- Three years of experience as a journey level mechanic with heavy rebuild or fleet/auto/equipment mechanic experience with a strong electrical/electronic background, **OR** Any equivalent combination of experience and education which

provides the applicant with the desired skills, knowledge and ability required to perform the work.

- Experience in the application of mechanical principles, repair methods, standards and practices typically found in a journey level skilled trades position.
- Knowledge of current principles and practices of electrical, electronic and mechanical work on light rail or other vehicles and associated equipment.
- Skill in AC/DC systems, operating principles of analog and digital electronics, electronic control circuitry and associated mechanical systems, heating, lighting, air conditioning, motors, brakes and related systems.
- Knowledge of current preventive maintenance requirements and skill in performing maintenance on light rail or other vehicles and associated equipment; skill in developing and implementing safety inspection procedures.
- Skill in the application of testing and inspection methods including solid state circuitry diagnostic and repair techniques and procedures.
- Skill in the use of operating portable test equipment, bench type work stations, tools, parts and supply manuals needed in the repair, maintenance, and installation of electrical, electronic and mechanical systems and equipment.
- Skill in reading and interpreting schematics, maintenance manuals, technical information in repair manuals, service change bulletins, parts and supply manuals, and specifications.
- Skill in maintaining, repairing, troubleshooting, rebuilding and overhauling electrical and mechanical systems.
- Skill in preparing written reports, documenting defects and repairs on inspection forms, work orders, and designated computer programs; prepare accurate time and material cost estimates and keep accurate records.
- Skill in applying industrial safety procedures and standards including cleaning and maintaining shop area.
- Skill in problem solving, analyzing and diagnosing equipment problems.
- Skill in the operation of current Windows based computer software; skill in learning new operating systems and staying current on all new technologies introduced into transit industries as it relates to light rail vehicle maintenance.
- Skill in oral and written communications.
- Skill in establishing and maintaining cooperative working relationships with a diverse group of individuals.
- Skill in working under established deadlines and timeframes.
- Skill in leading and training others.

Licensing/Certification Requirements

- Valid Washington State Driver's License
- Ability to qualify for and maintain a Class "B" license and a Streetcar yard operation certification.

STREETCAR OPERATIONS & MAINTENANCE SUPERVISOR

Class Summary

The responsibilities of this classification include overseeing all aspects of streetcar operations, maintenance, facility and yard operations on the South Lake Union (SLU) and First Hill (FHS) Streetcar rail lines.

Distinguishing Characteristics

This is a single level classification. The Streetcar Operations and Maintenance Supervisor plans, organizes and directs the day-to-day operations of streetcar service, streetcar maintenance and facility and yard maintenance. The incumbent participates in the work of staff responsible for operating and maintaining streetcar vehicles as necessary.

This classification is distinguished from other transportation supervisor-related classifications in that incumbents in this classification are responsible for the day-to-day operations and maintenance of the South Lake Union and First Hill Streetcar, a one-of-its kind function in the Department of Transportation.

Examples of Duties (May vary by position)

1. Plan, prioritize, assign, supervise and review the work of staff responsible for operating, repairing and maintaining streetcars and working in the yard.
2. Ensure safe, efficient and on-time service; ensure streetcar operations and maintenance are in compliance with applicable procedures.
3. Coordinate streetcar vehicle maintenance and repair activities; follow-up on reported defects to ensure repairs are corrected in a timely manner.
4. Prepare and communicate materials and authorize operating clearances.
5. Assist Streetcar Chief with supervising the day-to-day streetcar operations and maintenance; identify resource needs; evaluate system requirements and the allocation of resources; oversee pre-trip inspections on vehicles and assure needed work is performed.
6. Participate in the development and implementation of goals and objectives, policies and procedures; recommend changes and improvements.
7. Coordinate with internal and external contributors to improve service delivery, provide guidance and support on all facets of customer communications, and participate in the development and monitoring of budgets.
8. Supervise emergency situations; establish control as necessary; provide liaison with emergency response units; respond to and investigate causes of accidents, incidents or significant events; ensure emergency situations are resolved in a safe and efficient manner.
9. Establish and maintain a clean, safe work environment; monitor vehicle activities for compliance with safety policy and standards; identify any potential hazards and implement prompt corrective action; implement recovery of streetcar vehicle failures through troubleshooting.
10. Examine work activities to ensure proper and efficient functioning and compliance with established policies and procedures.

11. Train and certify staff on train operations and maintenance as necessary; design training materials and facilitate training classes; provide or coordinate staff training; work with employees to correct deficiencies.
12. Assist in overseeing performance and evaluate work carried out by contractors to ensure compliance with agency, departmental and project objectives.
13. Prepare operations and activities reports; prepare proposals for capital projects and overhauls. Maintain records.
14. Perform the duties of Streetcar Operators, Streetcar Maintainers as necessary; perform related duties as required.

Knowledge/Skills (May vary by position)

Knowledge of streetcar or rail transit operations and maintenance programs

Knowledge of pertinent traffic laws, ordinances, safety rules, regulations and codes used in the operation of streetcar vehicles; current rail safety requirements in maintenance and operations

Knowledge of standards, practices, principles and procedures for rail vehicle repair

Knowledge of methods and techniques of providing safe public transportation services

Knowledge of supervising/leading and training principles and practices

Skill in coordinating and directing rail vehicle operations programs and maintaining and repairing activities for transit equipment and vehicles

Skill in safely operating passenger rail vehicles in accordance with applicable traffic laws, rules and regulations

Skill in rapidly learning new methods and information

Skill in working with diverse work groups and individuals

Skill in providing excellent customer service to both internal and external clients; skill in responding tactfully, clearly, concisely and appropriately to inquiries from the public

Skill in communicating clearly and concisely, both orally and in writing

Skill in maintaining complete and accurate records and files

Skill in operating office equipment including computers and current software applications

Licensing, Certification and Other Requirements

A valid Washington State Class B CDL with no more than one violation in the past twelve months, exclusive of DUI and reckless driving, or the ability to obtain and maintain a Class B CDL with passenger (P) endorsement. Ability to obtain and maintain a Streetcar Operator's License is also required. Passing a State of Washington Department of Transportation medical/physical examination is required.

Additional licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

TRANSIT CHIEF - STREETCAR

Class Summary

This position is responsible for the oversight and supervision of one of the two streetcar bases (either South Lake Union or First Hill). As the base Chief, this position will have supervision responsibilities for maintenance and operations at both bases; including policy and decision-making authority.

Distinguishing Characteristics

This is a standalone classification. Work involves daily supervisory oversight of employees and performance of administrative functions to ensure the assigned area of responsibility supports the daily delivery of Streetcar services, and complies with applicable provisions of the Inter-Local Agreement with the City of Seattle. Work includes oversight of assigned operations and supervision of staff to achieve timely and cost efficient streetcar maintenance service delivery consistent with established performance improvement goals and service level requirements. Work requires establishing effective and collaborative labor relationships, and application and administration of applicable labor agreements; monitoring assigned operations, responding to and resolving emergent operating problems and critical incidents; ensuring compliance with contractual requirements, operating policies and procedures as well as applicable local, state and federal rules and regulatory requirements; identifying and evaluating operating deficiencies, recommending corrective actions and coordinating remedial actions with the appropriate staff; monitoring labor costs, identifying cost containment strategies and recommending procedures to streamline maintenance operations and improve performance; and coordinating and supporting roll-out of varied special projects, technology improvements, staff training and similar initiatives. Work is performed independently under the general supervision and direction of a Streetcar Superintendent.

Job Duties

- Plans, schedules, assigns work, and supervises base operations and the maintenance and repair of streetcars, related equipment and/or facilities
- Supervises, counsels and disciplines subordinate personnel; represents Rail at disciplinary hearings as needed
- Determines work priorities and establishes shift schedules
- Ensures compliance with safety regulations, performs safety training and supervises safe work practices; investigates industrial injuries
- Acts as first responder to all incidents and accidents involving streetcar; reviews accident/incident reports and makes recommendations in regards to preventability/non- preventability
- Serve as Incident Commander as needed
- Represents management in coordinating emergency services during natural disasters
- Assists with budget development and monitoring of the operating budget; creates estimates of labor, time, costs, and materials
- Coordinates with other departments for the service and repair of communication and support equipment
- May participate as an active member of the Streetcar Rules and Procedures Development & other Rail committees
- Creates and monitors performance metrics for maintenance activities for Streetcar

- Observes and reports on the condition of transit property and rail vehicles; assures compliance with provisions of equipment warranties (both bases)
- Prepares and monitors preventative maintenance programs (both bases)
- Oversees inventory activity for Streetcar; monitors usage of tools and equipment
- Prepares and monitors overhaul programs (both bases)
- Directs the servicing and cleaning of rail cars
- Using a computer, prepares written reports, documents defects and repairs on inspection forms, work orders, or specialized software; performs related data input and retrieval
- Works changing hours, days off, and duty assignments on short notice, as may be required by management
- Operates streetcars, rail and company assigned vehicles as needed
- Performs related duties as required; may be assigned to perform special projects

Knowledge/Skills

- Four years of experience in Transit/Rail Maintenance or Operations, with two of those years of experience in a supervisory capacity; OR
- Any equivalent combination of experience and education which provides the applicant with the desired skills, knowledge and ability required to perform the work

Additional qualifications include:

- Working knowledge of principles of supervision, scheduling, employee motivation and discipline
- Working knowledge of theory, operation and repair of systems similar to what is found on light rail vehicles, such as electrical components, shop equipment, air conditioning, heating, pneumatics, hydraulics and other related light rail vehicle systems
- Working knowledge of equipment and tools used in the maintenance and repair of streetcars
- Working knowledge of industrial and general safety rules and regulations as applied to a maintenance shop, hazardous materials handling, storage and disposal
- Knowledge of standard maintenance principles including preventative maintenance
- Problem solving & analytical skills required to assess employees' technical proficiency and productivity issues that can be addressed through training
- Ability to understand, interpret and apply rules, regulations, union contract provisions, policies and procedures
- Ability to learn the National Incident Management System (incident command System)
- Demonstrated system safety program plan knowledge as it applies to a public Fixed Guideway Transit system
- Ability to plan and schedule the work of a maintenance shop for optimum production
- Ability to monitor and manage the delivery of revenue service and quickly resolve service interruptions
- Ability to establish and maintain cooperative relationships with those contacted in the course of work
- Ability to learn dispatching functions and dispatch software
- Ability to learn budget preparation and monitoring
- Ability to read and understand drawings and schematics
- Ability to communicate clearly and effectively both orally and in writing

- Ability to operate common office equipment, including personal computers and common software applications

Highly Desirable Qualifications:

- A minimum of two years experience in Rail Vehicle Maintenance as an Electro-Mechanic or equivalent is preferred
- Bachelor's Degree in Business, Public Administration or Transportation is desired

Necessary Special Requirements:

- Ability to acquire and maintain Streetcar Operator card and any other required licenses
- Valid Washington State Driver's License and acceptable driving record

This is a classification specification and not an individualized job description. Additional minimum qualifications may be established for individual positions based on business needs and specified in position announcements as appropriate.

STREETCAR TECHNICAL TRAINER

Class Summary

The responsibilities of this classification include designing, developing, implementing and evaluating training programs to sustain all phases of light rail operations and providing classroom and field training to light rail operators and other rail personnel.

Distinguishing Characteristics

This is a single incumbent, standalone classification. Work involves designing and developing training programs and curricula required to ensure compliance with all state and federal operating requirements, safety regulations and certification standards as well as Transit Division operating rules and regulations, service standards and technical system requirements. Work also involves conducting training needs assessments; evaluating effectiveness of training programs; developing instructional plans and learning outcomes; preparing and conducting competency evaluations; and preparing statistical evaluations of training impacts on system operating performance. Work includes developing and providing training required to support all light rail and maintenance operations as well as the technical training required for control center operations. Work is performed under the general supervision of a higher-level administrative supervisor.

Examples of Duties (May vary by position)

1. Develop and deliver classroom and field training to newly hired rail operators for all phases of vehicle and light rail operations; provide refresher and retraining for rail operators and certified employees; perform in-service ride checks for rail operators and for post-incident or extended absence situations.
2. Develop and deliver training programs to support yard operations, vehicle maintenance, maintenance-of-way, power and signal, and related aspects of rail operations; develop and deliver training programs for first responders, security personnel, outside contractors and similar groups who interface with rail operations.
3. Monitor progress of trainees and conduct progress evaluations; counsel trainees on progress achieved and improvements required as necessary; evaluate and recommend trainee termination for those failing to meet operating standards.
4. Act as designated examiner in testing and certification of light rail vehicle operators and other rail personnel.
5. Maintain documentation required covering all facets of employee training and testing as mandated by state and federal law; maintain varied electronic databases of employee training and training operations; enter and extract information and produce varied reports from data maintained.
6. Update and ensure training programs and content meet changing business needs, regulatory modifications and new equipment requirements.
7. Participate in safety audits, emergency drills and simulations; participate in testing, certification and opening of new rail extensions; participate in testing and certification of new rail cars and equipment.
8. May provide backup training in other areas on a project basis as required.
9. Operate rail vehicles as approved and required.

10. Perform other duties as assigned.

Knowledge/Skills

Knowledge of applicable state and federal rules, regulations and requirements that govern light rail operations

Knowledge of training needs and mandated training requirements of light rail operations

Knowledge of Transit Division operations, service standards, operating policies and procedures

Knowledge of Metro tunnel operations

Knowledge of the fundamental mechanical systems and components, and safe and effective operation of light rail vehicles and equipment

Knowledge of training program planning, implementation and evaluation

Knowledge of adult learning theory, principles, techniques and methodologies

Knowledge of the hardware and software associated with CCTV, radio communication and similar technical systems

Communication skills

Training skills

Customer service skills

Interpersonal skills

Skill in training needs assessments and developing effective training programs and curricula

Skill in entering and extracting information from automated information systems and databases

Skill in the use and operation of word processors, spreadsheets, graphics and presentation software and related applications

Skill in handling multiple competing priorities

Skill in working with a variety of individuals from diverse backgrounds

Skill in establishing and maintaining effective working relationships

Licensing, Certification and Other Requirements

Washington State Driver License. Ability to obtain Washington State Commercial Driver License, Class B with required endorsements. Light Rail Vehicle Operator Certification. Willingness and availability to work different shifts on weekdays, nights, weekends and holidays.

Additional licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

MAINTENANCE SERVICE CENTER WORKER

Class Summary

The responsibilities of this classification include maintaining inventory, issuing and receiving parts, maintaining stock levels, opening and closing work orders, and conducting warranty administration functions at the Streetcar facilities. Incumbents in this classification track the scheduling of maintenance activities for vehicles, equipment and related items at the STREETCAR maintenance facility.

Distinguishing Characteristics

This is a single level classification. The Streetcar Service Center Worker is a hybrid classification in that in addition to the parts and inventory responsibilities, incumbents in this classification are also responsible for warranty administration and opening, closing, tracking, maintenance scheduling, and monitoring of maintenance work orders. Incumbents apply knowledge of equipment parts and supplies and of inventory and warehousing techniques and principles to perform the duties of this classification.

This classification is distinguished from other inventory and parts classifications in that the Rail Service Center Worker is a hybrid classification with primary responsibilities in inventory maintenance, warranty administration, and scheduling and monitoring maintenance work orders.

Examples of Duties (May vary by position)

1. Issue materials, supplies and equipment; sort and stock items in designated areas.
2. Verify items received for description, requisition number, order dates and quantity and records receipt; verify receipts against work orders for vehicles or system equipment awaiting parts. Operate material handling equipment, including forklifts.
3. Conduct and record physical inventory of stock items on a regular basis; issue tools and store tools upon return; ship parts and equipment to vendors.
4. Operate vehicle to pick up and deliver materials, supplies and equipment orders.
5. Enter all transactions and related data into a computer information tracking system ensuring all maintenance and warranty information is complete and entered properly.
6. Track preventive and scheduled maintenance activities using the Maintenance Management Information System (MMIS) or other tracking systems.
7. Assist Chiefs in gathering and maintaining information required to establish a schedule of maintenance activities for vehicles, equipment and related items.
8. Monitor planned workload and work backlog for key areas and notify Chief of impacts on material and staffing in the affected areas.
9. Assist Chief(s) in compiling and analyzing maintenance histories of vehicles and equipment; evaluate recurring failures; and assist in determining life cycle trends of parts, materials, supplies and equipment.
10. Perform other related duties as assigned.

Knowledge/Skills (May vary by position)

Working knowledge of and skill in the application of practices of materials management and inventory control, quality assurance, and warranty control programs

Knowledge of warranty agreement terms and conditions

Knowledge of and skill in the application of stocking and inventory control principles

Working knowledge of or familiarity with common parts, materials, equipment and supplies used in the repair of vehicles and equipment

Working knowledge of and skill in working with maintenance management information systems (MMIS) used for parts ordering, inventory management and purchasing

Skill in operating office equipment, including personal computers and associated software applications

Skill in oral and written communications including reading, writing and following instructions

Skill in reviewing, interpreting and understanding technical reports and warranty agreements

Skill in establishing and maintaining working relationships with a diverse group of individuals

Licensing, Certification and Other Requirements

Washington State Drivers license

Some licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

APPENDIX C

Sample MMIS Elements

M5 System and Component Codes

3/5/2008

System Component Description

APS AUXILIARY POWER SUPPLY

001 APS Battery Dead
002 APS Breaker Tripped
003 APS Fuse Blown
004 APS No Power
005 APS Warning Light On
350 Power Supply
351 Power Module
352 Circuit Board
353 Fans
354 Switch
355 Temp Sensor
356 Fuse
357 Battery Charger
358 Circuit Breaker
359 Wires/Connectors
360 Hardware
361 Gauge/Meter
362 Assembly
363 Enclosure

BOD CARBODY INTERIOR/EXTERIOR

1 Bellows A
2 Bellows B
3 Wiper Blade/Arm A
4 Wiper Blade/Arm B
5 Wiper Washer A
6 Wiper Washer B
7 Accident Damage
8 Water Leaks
9 Flooring
10 Mirror A
11 Mirror B
12 Stanchion/Hand Strap
13 Interior Panels
14 Exterior Panels
15 Articulation Joint A
16 Articulation Joint B
17 Vandalism
18 Unsanitary
450 Wiper Blade
451 Hardware
452 Washer Nozzle
453 Mirror
454 Stanchion/Hand Strap
455 Latches/Locks
456 Decals/Labels
457 Wiper Arm
458 Washer Pump
459 Wiper Motor
460 Skirts
461 Struts/Hinges
462 Flooring
463 Bellows
464 Seals/Water Leaks
465 Accident Damage

466 Dents/Scratches
467 Roof Shrouds
468 Articulation Joint
469 Roof Skin
470 Interior Panels
471 Ceiling Panels
472 Paint Exterior

BRI BRIDGEPLATE

1 Bridgeplate Inoperable A3
2 Bridgeplate Inoperable B3
3 Bridgeplate Accident Damage A3
4 Bridgeplate Accident Damage B3
5 Bridgeplate Jammed A3
6 Bridgeplate Jammed B3
7 Bridgeplate Slow A3
8 Bridgeplate Slow B3
9 Bridgeplate Fast A3
10 Bridgeplate Fast B3
11 Bridgeplate Noisy A3
12 Bridgeplate Noisy B3
400 Hardware
401 Linkage
402 Limit Switch
403 Latch
404 Control Box
405 Bearing/Bushing
406 Wires/Connectors
407 Hinge
408 Ramp Plate
409 Sill Plate
410 Bottom Cover
411 Leaf Spring

BRK FRICTION AND TRACK BRAKE

1 Brakes Weak
2 Brakes Grab
3 Brakes Noisy
4 Brakes Fade
5 Brakes Release Slowly
6 Brakes Apply Slowly
7 Brake Fluid Leak A
8 Brake Fluid Leak B
9 Brake Fluid Overfull A
10 Brake Fluid Overfull B
11 Rail Brake Was Applied
150 Speed Sensor A
151 Speed Sensor B
152 Brake Pads A
153 Brake Pads B
154 Pressure Switch A
155 Pressure Switch B
156 Current Regulator A
157 Current Regulator B
158 ECU A
159 ECU B
160 Lines/Fittings A
161 Lines/Fittings B
162 Hardware A
163 Hardware B
164 Wires/Connectors A
165 Wires/Connectors B

166 Fluids/Filters A
 167 Fluids/Filters B
 168 Rail Brake Suspension A
 169 Rail Brake Suspension B
 170 Rail Brake Inductor A
 171 Rail Brake Inductor B
 172 EHU A
 173 EHU B
 174 Caliper A
 175 Caliper B
 176 Brake Rotor A
 177 Brake Rotor B
 178 Rail Brake Assy A
 179 Rail Brake Assy B
 180 Accumulator A
 181 Accumulator B
 182 Hand Pump

CAB OPERATOR CAB

001 Cab Lamp/Bulb A
 002 Cab Lamp/Bulb B
 003 Cab Switch A
 004 Cab Switch B
 005 Master Controller A
 006 Master Controller B
 007 Bell A
 008 Bell B
 009 Horn A
 010 Horn B
 011 Cab Door/Lock A
 012 Cab Door/Lock B
 013 Operator Seat A
 014 Operator Seat B
 015 Roller Blind A
 016 Roller Blind B
 300 Bell
 301 Horn
 302 Lamps/Bulbs
 303 Switches
 304 Bell Switch
 305 Foot Switch
 306 Master Controller
 307 Hardware
 308 Lock
 309 Operator Seat
 310 Roller Blinds
 311 Door
 312 Wires/Connectors
 313 Flooring

CHA CHASSIS

001 Suspension Low A
 002 Suspension Low B
 003 Suspension High A
 004 Suspension High B
 005 Suspension Wanders A
 006 Suspension Wanders B
 007 Suspension Noisy A
 008 Suspension Noisy B
 009 Sander A
 010 Sander B
 500 Ground Carbon

501 Ground Contact Assy
 502 Sander Valve
 503 Lines/Fittings
 504 Hardware
 505 Wires/Connectors
 506 Sander Nozzle
 507 Level Linkage
 508 Level Valve
 509 Bushing
 510 Shock Absorber
 511 Sand Box

COM PA SYSTEM, INTERCOM AND SIGNS

1 Destination Sign A
 2 Destination Sign B
 3 Interior Sign A
 4 Interior Sign B
 5 Sign Controller A
 6 Sign Controller B
 7 PA Control Panel A
 8 PA Control Panel B
 9 PA Microphone A
 10 PA Microphone B
 11 Speaker A
 12 Speaker B
 13 Passenger Intercom A
 14 Passenger Intercom B
 800 Passenger Intercom
 801 Interior Message Sign
 802 Destination Sign
 803 PA Microphone
 804 Exterior Speaker
 805 Interior Speaker
 806 Cab Speaker
 807 Sign Controller
 808 Hardware
 809 Wires/Connectors
 810 PA Amplifier

DOR PASSENGER DORRS

001 Door Won't Open/Close A1
 002 Door Won't Open/Close A2
 003 Door Won't Open/Close A3
 004 Door Won't Open/Close B1
 005 Door Won't Open/Close B2
 006 Door Won't Open/Close B3
 007 Door Fast/Slow A1
 008 Door Fast/Slow A2
 009 Door Fast/Slow A3
 010 Door Fast/Slow B1
 011 Door Fast/Slow B2
 012 Door Fast/Slow B3
 013 Door Leaks/Noisy A1
 014 Door Leaks/Noisy A2
 015 Door Leaks/Noisy A3
 016 Door Leaks/Noisy B1
 017 Door Leaks/Noisy B2
 018 Door Leaks/Noisy B3
 019 Door Switch Bad A1
 020 Door Switch Bad A2
 021 Door Switch Bad A3
 022 Door Switch Bad B1

023 Door Switch Bad B2
 024 Door Switch Bad B3
 100 Pushbutton Switch
 101 Bearing/Bushing
 102 Linkage
 103 Position Sensor
 104 Limit Switch
 105 Pressure Wave Switch
 106 Hardware
 107 Wires/Connectors
 108 Motor
 109 Drive Mechanism
 110 Control Unit
 111 Circuit Breaker
 112 Contactor/Relay
 113 Sensitive Edge
 114 Seals/Gaskets
 115 Panel

ELE ELECTRICAL SYSTEM 12/24 VOLT

1 Circuit Breaker Trips
 2 Fuse Blown
 3 Ada Tapeswitch
 4 Ada Push Button Switch
 550 Ada Tape Switch
 551 Ada Pushbutton Switch
 552 Switches Other
 553 Circuit Breaker
 554 Fuse
 555 Wires/Connectors
 556 Hardware
 557 Contactor/Relay
 558 Battery
 559 Thermal Sensor
 560 Cables
 561 Conduit
 562 Panels
 563 Battery Disconnect Switch

FAR FARE SYSTEM

001 Ticket Designator Inoperable
 002 Ticket Vending Mach Inoperable
 650 Keyboard
 651 Cash Box - Bills
 652 Cash Box - Coins
 653 Power Supply
 654 Coin Magazine
 655 Tickets/Paper
 656 Ribbon Cartridge
 657 Wires/Connectors
 658 Switch
 659 Sensor
 660 Circuit Board
 661 Bulb
 662 Battery
 663 Printer
 664 Bill Transport

HVA HEATING, VENTILATION AND A/C

1 HVAC Fan Inoperable A
 2 HVAC Fan Inoperable B

3 HVAC Fan Inoperable C
 4 HVAC Temp Low/High A
 5 HVAC Temp Low/High B
 6 HVAC Temp Low/High C
 7 HVAC Defroster A
 8 HVAC Defroster B
 9 HVAC Odor/Fumes A
 10 HVAC Odor/Fumes B
 11 HVAC Odor/Fumes C
 12 HVAC No Heat A
 13 HVAC No Heat B
 14 HVAC No Heat C
 15 HVAC No AC A
 16 HVAC No AC B
 17 HVAC No AC C
 600 Filter
 601 Switch - Operator
 602 Switch - Pressure
 603 Thermostat
 604 Motor
 605 Fan
 606 Refrigerant
 607 Filter Drier
 608 Circuit Breaker
 609 Fuse
 610 Hardware
 611 Contactor/Relay
 612 Vents/Ducts
 613 Heat Element
 614 Circuit Board
 615 Wires/Connectors
 616 Lines/Fittings
 617 Sight Glass
 618 Valves
 619 Compressor
 620 Evaporator
 621 Condenser

LIT LIGHTING

001 Headlamp A
 002 Headlamp B
 003 Marker Light A
 004 Marker Light B
 005 Brake Light A
 006 Brake Light B
 007 Directional Light A
 008 Directional Light B
 009 Cab Lights A
 010 Cab Lights B
 011 Passenger Lights C
 250 Lamps/Bulbs
 251 Headlight Bulb
 252 Marker Light Assy
 253 Directional Light Assy
 254 Wires/Connectors
 255 Lamp Ballast
 256 Contactor/Relay
 257 Headlight Assy
 258 Lenses
 259 Hardware

PAN PANTOGRAPH

001 Pantograph Won't Raise
002 Pantograph Won't Lower
003 Pantograph Damaged
700 Linkage
701 Bearing/Bushing
702 Hardware
703 Carbon Insert
704 Insulator
705 Lighting Arrestor
706 Assembly

PRO 750 VDC ELECTRONIC PROPULSION

001 Propulsion Cuts Out
002 Propulsion No Power
003 Propulsion Surging
004 Propulsion Breaker/Fuse
005 Propulsion Dynamic Brakes
006 Propulsion Warning Light On
200 Speed Sensor
201 Filter
202 Card Rack
203 Inverter
204 Wires/Connectors
205 Hardware
206 Fuse
207 Circuit Breaker
208 Switch
209 Fan Motor
210 Dynamic Brake
211 Brake Resistor
212 Contactor/Relay
213 Insulator
214 Inductor/Line Choke
215 Fuse Holder
216 Transformer
217 Capacitor
218 High Speed Switch
219 Traction Motor
220 Fan Assembly
221 Fan Blade
222 Cables
223 Conduit
224 Enclosure

PVM PREVENTIVE MAINT. AND INSPECT.

007 7 DAY INSPECTION 021 21
DAY INSPECTION 084 84 DAY
INSPECTION
106 6 MONTH DOOR MAINTENANCE
112 12 MONTH DOOR MAINTENANCE
750 3720 MI GEARBOX OIL CHNG TRK A
751 3720 MI GEARBOX OIL CHNG TRK B

RAD RADIO

001 Radio Inoperable
002 Radio Loose/Broken
003 Radio Breaker/Fuse

SEA SEATING

001 Seat Vandalism
002 Seat Unsanitary
003 Seat Cracked/Broken
840 Cushion
841 Hardware
842 Backrest
843 Frame
844 Flip Up Assy

TRK TRUCKS

001 Truck Noisy A
002 Truck Noisy B
003 Truck Flat Wheel A
004 Truck Flat Wheel B
005 Truck Fluid Leaks A
006 Truck Fluid Leaks B
750 Shunt
751 Tachograph Sensor
752 Tire Flat Spot Repair
753 Tire Assembly
754 Wheel
755 Hardware
756 Wheel Truing
757 Truck Assembly
758 Gearbox
759 Motor Coupling
760 Bearing
761 Axle
762 Truck Frame
763 Flange Lube Stick

TWC TRAIN TO WAYSIDE COMMUNIC.

1 TWC Inoperable A
2 TWC Inoperable B
860 Operator Control
861 Transponder
862 Control Box
863 Wires/Connectors

WIN WINDOWS

1 Window Vandalism
2 Windshield Cracked/Broken
3 Window Dirty
4 Window Leaks
880 Window Liner
881 Door Glass
882 Passenger Window Glass
883 Operator Window Glass
884 Windshield
885 Seals/Gaskets
886 Hardware

15-PVM-007 (600 MILE INSPECTION)

7 DAY INSPECTION

INTERIOR

- () CHECK PASSENGER AND DOOR LIGHTS
- () CHECK FOR DEFECT CARDS
- () CHECK DASH PANEL LIGHTS AND OPERATION
- () CHECK HVAC OPERATION VISUAL, ERROR INDICATIONS
- () LOOSE OR DAMAGED PARTS/PANELS INCLUDING HEATER COVERS, CEILING COVERS
- () CHECK MASTER CONTROLLER OPERATION - MOVE IT MANUALLY
- () CHECK HORNS AND BELL OPERATION
- () CHECK DOOR AND WINDOW OPERATION AND CONDITION TRY OBSTRUCTION IN THE DOORS, EMERGENCY RELEASE
- () CHECK PA SYSTEM
- () CHECK SAFETY EQUIPMENT FOR CONDITION AND COMPLETENESS (equip TBD)
- () CHECK FOR SWITCH IRON AND MANUAL PANTOGRAPH HANDLE
- () CHECK BRIDGE PLATE OPERATION AND SAFETIES - TRY OBSTRUCTION AND EMERGENCY RELEASE
- () CHECK FLOOR, TURNTABLES, BELLOWS FOR TEARS, FRAME FRACTURES, LEAKS
- () CHECK INFORMATION SYSTEM SCREENS, FASTENERS, BOX CLOSURES
- () CHECK WIPER FUNCTION AND WASHER FLUID
- () INSIDE WASH

EXTERIOR

- () CHECK FOR LOOSE/DAMAGED PARTS INCLUDING SKIRT FASTENERS
- () CHECK EXTERIOR LIGHTS
- () CHECK INFORMATION DISPLAYS/SIGNS
- () CHECK WIPERS
- () CHECK AND CLEAN MIRRORS AND WINDSHIELD

ROOF TOP

- () CHECK FOR LOOSE/DAMAGED PARTS
- () CHECK PANTOGRAPH SHUNTS AND CARBONS, (>15 lb PRESSURE)
- () INSPECT BATTERY BOX CLOSURES
- () CHECK INTERSECTION SHOCK ABSORBERS FOR LEAKAGE
- () CHECK CAR SECTION UPPER CONNECTIONS

UNDERCARRIAGE

- () CHECK FOR LOOSE/DAMAGED PARTS
- () CHECK BRAKE ROTORS AND PADS (ROTORS ABOVE WEAR LINES, PADS >2MM MATERIAL LEFT >8 MM INCLUDING BACKING PLATE)
- () CHECK WHEEL AND SHUNT WIRE CONDITION
- () CHECK WHEEL LUBRICATORS
- () CHECK TRACTION MOTOR AND GEARBOX MOUNTS
- () CHECK FOR LEAKS
- () CHECK TRUCK GUIDE BLOCKS
- () CHECK SUSPENSION COMPONENTS
- () CHECK AXLE COLLECTOR EXTERNAL
- () VISUAL INSPECTION OF COUPLER, TRY PINS, CLEAN (NO LUBRICATION)

SPECIAL NOTES

MAINTAINER'S SIGNATURE

15-PVM-005

INEKON STREETCAR 5K MILES INSPECTION

INTERIOR

- ☐ CHECK PASSENGER AND DOOR LIGHTS
- ☐ CHECK DASH PANEL LIGHTS AND OPERATION
- ☐ CHECK HVAC FILTERS AND OPERATION
- ☐ LOOSE OR DAMAGED PARTS/PANELS AND WIRING
- ☐ CHECK MASTER CONTROLLERS OPERATION, CLEAN AND LUBE
- ☐ CHECK HORNS AND BELL OPERATION
- ☐ CHECK DOOR AND WINDOW OPERATION AND CONDITION
- ☐ CHECK PA SYSTEM
- ☐ CHECK OPERATORS SEAT, FOOTSTOOL OPERATION, LUBE
- ☐ CHECK PASSENGER SEATS, FRAME, UPHOLSTERY
- ☐ CHECK HOLDING BARS AND MOUNTS
- ☐ CHECK HEATER COVERS
- ☐ CHECK DRIVER SHADES
- ☐ CHECK SAFETY EQUIPMENT FOR CONDITION AND COMPLETENESS (equip TBD)
- ☐ CHECK FOR SWITCH IRON AND MAN. PANTOGRAPH HANDLE
- ☐ SERVICE BRIDGE PLATE
- ☐ CHECK COMPARTMENTS AND INTEGRITY
- ☐ CHECK BELLOWS CONDITION, CLEAN WAVE
- ☐ CHECK AUXILIARY MOTORS
- ☐ CHECK PANTOGRAPH OPERATION
- ☐ CHECK EMERGENCY BRAKE OPERATION
- ☐ CHECK DIAGNOSTIC STATUS OF:
 - ☐ TRACTION INVERTER CONTROLLERS, SAVE ELTAS ERROR FILES
 - ☐ DOOR CONTROLLERS
 - ☐ DISC BRAKE CONTROLLERS, RECORD FREQUENCY OF ERRORS
 - ☐ INFORMATION SYSTEM
 - ☐ APC
 - ☐ BRIDGE PLATE CONTROLLER
- ☐ INSIDE WASH
- ☐ REBOOT/RESET COPILOT SYSTEM

EXTERIOR

- ☐ CHECK FOR LOOSE/DAMAGED PARTS, SKIRTS, SURFACES, REPAIR
- ☐ CHECK EXTERIOR LIGHTS, COVERS ENCLOSURES AND HINGES, LUBE ADJUST SCREWS
- ☐ CHECK INFORMATION DISPLAYS/SIGNS
- ☐ CHECK BATTERY CONDITION AND WIRING/CONNECTIONS
- ☐ CHECK WIPERS, RUBBER (WET WINDOW), CARRIER, WASHER, CLEAR LINE
- ☐ CLEAN BELLOWS WAVE
- ☐ CHECK MIRRORS, FASTENERS, CLEAN AND ADJUST
- ☐ CLEAN WINDSHIELD

ROOF TOP

- ☐ CHECK FOR LOOSE/DAMAGED PARTS
- ☐ CHECK HVAC CABINETS, MOUNTS, CHANGE FILTERS, FAN FOR FREE ROTATION, DRAINAGE OPENING
- ☐ CHECK/CLEAN HVAC CONDENSERS AND FANS
- ☐ CHECK ENCLOSURE INTEGRITY
- ☐ CHECK WIRING, CONNECTIONS AND INSULATORS
- ☐ CHECK MOTOR OPERATION
- ☐ CHECK PANTOGRAPH CONDITION AND OPERATION, FLEXIBLE CONNECTORS, INSULATORS, FEET, LUBE
- ☐ CHECK/ADJUST PANTOGRAPH PRESSURE
- ☐ CHECK AND SERVICE, AS NECESSARY , CONTACTORS AND BREAKERS
- ☐ CHECK BPS-11 KNIFE SWITCH FUNCTION, TIGHTNESS, CLEAN, LUBE
- ☐ CHECK 4PPD50 DISCONNECT SWITCH CONTACTS
- ☐ LUBE PANTOGRAPH
- ☐ CHECK ROOF DRAINS
- ☐ CHECK BELLOWS, CLEAN WAVE
- ☐ INSPECT SURGE ARRESTOR FOR BLOWOUT, DAMAGE OR ARC TRACKS ON BLOW OUT HOLE OPENING
- ☐ CLEAN BRAKE RESISTOR BANK
- ☐ CHECK AND CLEAN INTERSECTION SHOCKS FASTENERS, OIL LEAKS, WASHERS AND GRIPPING
- ☐ CHECK BATTERY BOX FASTENERS, SEAL, FOR DIRT, CLEAN, FILL WITH DISTILLED WATER

UNDERCARRIAGE

- () CHECK FOR LOOSE/DAMAGED PARTS
- () CHECK BRAKE ROTORS AND PADS
- () CHECK WHEEL AND SHUNT WIRE CONDITION
- () CHECK WHEEL LUBRICATORS
- () CHECK TRACTION MOTOR AND GEARBOX MOUNTS, COOLING AIR GRID, LUBE MAIN BEARINGS
- () CHECK FOR LEAKS
- () CHECK TRUCK GUIDE BLOCKS
- () CHECK SUSPENSION COMPONENTS
- () CHECK MUDGUARDS
- () CHECK SANDER HOSES AND GUIDES
- () CHECK AND ADJ TRACK BRAKE
- () CHECK TRACTION MOTOR COUPLERS
- () CHECK GEARBOX OIL LEVEL, CHANGE OIL AT FIRST 6000KM, THEN EVERY 100,000 KM
- () CHECK GEARBOX VENT
- () CHECK/CLEAN AXLE COLLECTOR INTERNAL
- () CHECK/ADJ CAR COUPLERS
- () REMOVE LOWER BRIDGE PLATE COVERS AND CLEAN/CHECK MECHANISMS
- () CHECK HYDRAULIC BRAKE SYSTEM
- () CHECK INTEGRITY OF ALL ENCLOSURES
- () CHECK CONDITION OF WIRING AND CONNECTIONS
- () CHECK BELLOWS, CLEAN
- () CHECK CAB HEATER AIR FILTER, SUCTION FLAP VALVE, BOX, AIR CONDUIT, ORIFUS

Measure and record wheel flange and running surface wear

A 1 3 3 1 B
 2 4 4 2

Surface	Flange	Surface	Flange
1 _____ _____		1 _____ _____	
2 _____ _____		2 _____ _____	
3 _____ _____		3 _____ _____	
4 _____ _____		4 _____ _____	

NEW 4 (1 1/8") | 35 (2 3/16") WORN TBD | TBD

ALL MEASUREMENTS MADE USING NF STEEL WHEEL GAUGE

1. Remove the bridge-plate upper and lower covers.
2. Clean the bridge-plate, clean the ramp, vacuum clean or blow out dirt from the bridgeplate transport space.
3. Recheck and tighten screw connections, with an exception of the parallelogram screws.
4. Visually check the bridge-plate parts.
5. Check the bridge-plate operation, especially, the following parts:
 - Check the sliding frame and ramp operation in the bridge-plate frame.
 - Check the operation of tension-compression draw bar and lock pin mechanism manual release.
 - Check the operation of all three limit switches.
 - Check the adjustment of locking the lock pin latches (minimum 5 mm), see Chapter: Adjustment of Lock Pin Electric Release and Fig. 19.

- Check the distances of the sliding frame locking pins and sliding frame latches, see Chapter: Adjustment of Ramp Limit Position ¿Retracted¿ and Fig. 10.
NP ¿ 03.02 - Service and Maintenance Page: 37
 - Check the operation of the mechanisms securing the ramp in extended position.
 - Check the flap run.
 - Check the folding sill operation (during the floor plate re-assembly).
 - Check the tolerance between the flap support extension upper surfaces and the folding sill lower surface (approx. 1-2 mm), see Chapter: Adjustment of the Support Extensions and Fig. 17.
 - Check the leaf spring fatigue. The bridge-plate packaging contains one spare leaf which may be added to the other leaves if required.
 - Check the ramp surface treatment wear. If it concerns stressing the warning belt next to the ramp front edge, renew it by using a convenient paint.
 - Check fatigue of the lock pin compressing springs (02/12). Upon retracting / pushing inside the lock pins by means of the manual release lever the pins must easily come back to the extended position.
6. Replace damaged or worn parts if necessary.

15-PVM-006

Bridgeplate Checking Inspection - 5,000 mi.

1. Remove the bridge-plate upper and lower covers.
2. Clean the bridge-plate, clean the ramp, vacuum clean or blow out dirt from the bridgeplate transport space.
3. Recheck and tighten screw connections, with an exception of the parallelogram screws.
4. Visually check the bridge-plate parts.
5. Check the bridge-plate operation, especially, the following parts:
 - Check the sliding frame and ramp operation in the bridge-plate frame.
 - Check the operation of tension-compression draw bar and lock pin mechanism manual release.
 - Check the operation of all three limit switches.
 - Check the adjustment of ¿locking¿ the lock pin latches (minimum 5 mm), see Chapter: Adjustment of Lock Pin Electric Release and Fig. 19.
 - Check the distances of the sliding frame locking pins and sliding frame latches, see Chapter: Adjustment of Ramp Limit Position ¿Retracted¿ and Fig. 10.
NP ¿ 03.02 - Service and Maintenance Page: 37
 - Check the operation of the mechanisms securing the ramp in extended position.
 - Check the flap run.
 - Check the folding sill operation (during the floor plate re-assembly).
 - Check the tolerance between the flap support extension upper surfaces and the folding sill lower surface (approx. 1-2 mm), see Chapter: Adjustment of the Support Extensions and Fig. 17.
 - Check the leaf spring fatigue. The bridge-plate packaging contains one spare leaf which may be added to the other leaves if required.
 - Check the ramp surface treatment wear. If it concerns stressing the warning belt next to the ramp front edge, renew it by using a convenient paint.
 - Check fatigue of the lock pin compressing springs (02/12). Upon retracting / pushing inside the lock pins by means of the manual release lever the pins must easily come back to the extended position.
6. Replace damaged or worn parts if necessary.

Maintainer's Signature

15-PVM-120

120,000 MILE INSPECTION

INTERIOR

CHECK PASSENGER AND DOOR LIGHTS
CHECK DASH PANEL LIGHTS AND OPERATION
CHECK HVAC FILTERS AND OPERATION
LOOSE OR DAMAGED PARTS/PANELS AND WIRING
CHECK MASTER CONTROLLERS OPERATION, CLEAN AND LUBE
CHECK HORNS AND BELL OPERATION
CHECK DOOR AND WINDOW OPERATION AND CONDITION
CHECK PA SYSTEM
CHECK OPERATORS SEAT, FOOTSTOOL OPERATION, LUBE
CHECK PASSENGER SEATS, FRAME, UPHOLSTERY
CHECK HOLDING BARS AND MOUNTS
CHECK HEATER COVERS
CHECK DRIVER SHADES
CHECK SAFETY EQUIPMENT FOR CONDITION AND COMPLETENESS
CHECK FOR SWITCH IRON AND MANUAL PANTOGRAPH HANDLE
SERVICE BRIDGE PLATE
CHECK COMPARTMENTS AND INTEGRITY
CHECK BELLOWS CONDITION, CLEAN WAVE
CHECK AUXILIARY MOTORS
CHECK PANTOGRAPH OPERATION
CHECK EMERGENCY BRAKE OPERATION
CHECK DIAGNOSTIC STATUS OF:
TRACTION INVERTER CONTROLLERS (SAVE ELTAS ERROR FILES)
DOOR CONTROLLER
DISC BRAKE CONTROLLERS, RECORD FREQUENCY OF ERRORS
INFORMATION SYSTEM
APC
INSIDE WASH

EXTERIOR

CHECK FOR LOOSE/DAMAGED PARTS, SKIRTS, SURFACES, REPAIR
CHECK EXTERIOR LIGHTS, COVERS ENCLOSURES AND HINGES, LUBE ADJUST SCREWS
CHECK INFORMATION DISPLAYS/SIGNS
CHECK BATTERY CONDITION AND WIRING/CONNECTIONS
CHECK WIPERS, RUBBER (WET WINDOW), CARRIER, WASHER,
CLEAR LINE
CLEAN BELLOWS WAVE
CHECK MIRRORS, FASTENERS, CLEAN AND ADJUST
CLEAN WINDSHIELD
CHECK AND CLEAN INTERSECTION SHOCKS FASTENERS, OIL LEAKS, WASHERS AND GRIPPING
CHECK BATTERY BOX FASTENERS, SEAL, FOR DIRT, CLEAN, FILL WITH DISTILLED WATER

ROOF TOP

CHECK FOR LOOSE/DAMAGED PARTS
CHECK HVAC CABINETS, MOUNTS, CHANGE FILTERS, FAN FOR FREE ROTATION, DRAINAGE OPENING
CHECK/CLEAN HVAC CONDENSERS AND FANS
CHECK ENCLOSURE INTEGRITY
CHECK WIRING, CONNECTIONS AND INSULATORS
CHECK MOTOR OPERATION
CHECK PANTOGRAPH CONDITION AND OPERATION, FLEXIBLE CONNECTORS, INSULATORS, FEET, LUBE
CHECK/ADJUST PANTOGRAPH PRESSURE (15.75 lbs +/-2.25 lbs (Chapter D 02*3))
CHECK AND SERVICE, AS NECESSARY, CONTACTORS AND BREAKERS
CHECK BPS-11 KNIFE SWITCH FUNCTION, TIGHTNESS, CLEAN, LUBE
CHECK 4PPD50 DISCONNECT SWITCH CONTACTS
CHECK ROOF DRAINS
CHECK BELLOWS, CLEAN WAVE

INSPECT SURGE ARRESTOR FOR BLOWOUT, DAMAGE OR ARC TRACKS ON BLOW OUT HOLE OPENING
 CLEAN BRAKE RESISTOR BANK AND CHECK ALL FASTENERS
 CHECK FASTENERS, SILENT BLOCKS AND GENERAL CONDITION OF UPPER CAR BODY JOINTS; LUBE AS NECESSARY.

UNDERCARRIAGE

CHECK FOR LOOSE/DAMAGED PARTS
 CHECK BRAKE ROTORS AND PADS
 CHECK WHEEL AND SHUNT WIRE CONDITION
 CHECK WHEEL LUBRICATORS
 CHECK TRACTION MOTOR AND GEARBOX MOUNTS
 CHECK COOLING AIR GRID
 CHECK FOR LEAKS
 CHECK TRUCK GUIDE BLOCKS
 CHECK SUSPENSION COMPONENTS
 CHECK MUDGUARDS
 CHECK SANDER HOSES AND GUIDES
 CHECK TRACTION MOTOR COUPLERS
 CHECK GEARBOX VENT
 CHECK/CLEAN AXLE COLLECTOR INTERNAL
 CHECK/ADJUST CAR COUPLERS
 REMOVE LOWER BRIDGE PLATE COVERS AND CLEAN/CHECK MECHANISMS
 CHECK HYDRAULIC BRAKE SYSTEM
 CHECK INTEGRITY OF ALL ENCLOSURES
 CHECK CONDITION OF WIRING AND CONNECTIONS
 CHECK BELLOWS, CLEAN
 CHECK CAB HEATER AIR FILTER, SUCTION FLAP VALVE, BOX, AIR CONDUIT, ORIFUS

Measure and record wheel flange and running surface wear

A	1	3	B	3	1	B
	2	4		4	2	
Flange	Surface		Flange	Surface		
1			1			
2			2			
3			3			
4			4			
NEW	4 (1 1/8")			35 (2 3/16")		

ALL MEASUREMENTS MADE USING NF STEEL WHEEL GAUGE
 REMOVE TRUCKS FROM CAR
 (If not removed/serviced in 2 years)
 CLEAN AND WASH TRUCK
 CHECK DISC BRAKE FOR WEAR

REMOVE AND CHECK TRACK BRAKE FOR WEAR (24mm) AND CLEANLINESS/ADJUSTMENT
 (8-12 MM)
 CHECK FENDERS FOR DAMAGE
 CHECK SANDING HOSES FOR DAMAGE
 CHECK WHEEL RIM LUBRICATORS FOR DAMAGE
 CHECK PRIMARY SUSPENSION RUBBER BLOCKS FOR DAMAGE
 CHECK TRACTION MOTORS MOUNTING FOR TORQUE/ GREASE BEARINGS IF DEEMED NECSSARY
 CHECK TRUCK FRAME FOR DAMAGE
 CHECK SECONDARY SUSPENSION FOR DAMAGE
 CHECK GEAR UNIT BOLTS FOR TORQUE

CHECK GEAR UNIT FOR DAMAGE
CHECK GEAR UNIT BREATHER FOR CLEANLINESS
CHECK GEAR UNIT FOR LEAKS
CHANGE OIL IN GEAR UNIT
CHECK C 21*2 COUPLING FOR DAMAGE
CHECK C 21*2 COUPLING FOR LEAKS
CHANGE OIL IN C 21*2 COUPLING
ASSESS THE CONDITION OF WHEEL PROFILES AND CONNECTING PARTS
CHECK CARBODY LATERAL AND LONGITUDINAL GUIDES ON TRUCK
ADJUST VERTICAL GUIDES OF TRACK BRAKE
ADJUST GEAR UNIT SUSPENSION
RENEW THE ANTICORROSIVE PROTECTION ON TRUCK

CHECK WALLS FOR DAMAGE
CHECK CEILINGS FOR DAMAGE
CHECK FLOOR FOR DAMAGE
CHECK FRAMES AND STACHIONS
CHECK DOOR PARTITION
CHECK WINDOW FOR DAMAGE
CHECK OPERATORS CAB PARTION WALL
CHECK ARTICULATION PASSAGE FOR DAMAGE
TEST HEATER CONTROL
CHECK HVAC UNITS FOR DAMAGE INSIDE AND OUT
CHECK AND ADJUST DOOR OPENING AND CLOSING OPERATION
CHECK ALL ELECTRICAL CONTAINERS FOR CLEANLINESS, FASTENERS, DAMAGE, CORROSION, AND DOOR ADJUSTMENTS
CHECK CAR UNDERBODY FRAME
CHECK COUPLER FOR DAMAGE
LUBE COUPLER
RENEW CAR UNDERBODY ANTICORROSION PROTECTANT

CHECK AUXILLARY MOTOR CONTACTORS AND RESISTORS
OPEN AND CLEAN LIGHTING FIXTURES
CHECK AND CLEAN HEATING SYSTEM
CHECK INSULATORS
CHECK ELECTRICAL CABLES ON ROOF
MEASURE INSULATION RESISTANCE OF MOTOR $\geq 5\text{M OHM}$
MEASURE INSULATION RESISTANCE OF TRACK BRAKE COIL $\geq 2\text{M OHM @ } 500\text{ V}$
CHECK BRAKE RESISTOR HARDWARE
CHECK BRAKE RESISTOR INSULATION RESISTANCE $\geq 5\text{M OHM}$
CHECK AUX. AND TRACTION CONTAINERS FOR TORQUE OF FASTENERS AND CLEAN COOLING FINS
CHECK EQUIPMENT OF THE OPERATORS CAB AND CLEAN EQUIPMENT PANELS

15-PVM-106

6-MONTH DOOR PM - MINOR SERVICE

- ☐ Visual inspection of door panel - correct setting if necessary or eliminate damages
- ☐ Visual inspection of roller guide and roller carriage - renew lubrication if necessary
- ☐ Visual inspection guide rollers and guiding tube - renew lubrication if necessary
- ☐ Functions test drive-unit; setting mark: 25 +/- scale divisions
- ☐ Functions test locking column
- ☐ Functions test and visual inspection of guide track on drive-unit and guiding lever
- ☐ Visual inspection of rubber profiles for wear and tear; clean and care with glycerin; renew rubber profiles if required
- ☐ Visual inspection of lower door seal - exchange worn out sealing tip if necessary
- ☐ Functions test ground cable drive-unit - ground cable must run freely

When stopping tram in winter

- ☐ Before closing doors, treat sealing rubber with glycerin when stopping tram in winter; free pneum. door system of dirt and water

15-PVM-112

12-MONTH DOOR PM - MAJOR SERVICE

Door Panels

- ☐ Visually inspect door panel and correct setting if necessary or eliminate damages
- ☐ Check guiding tracks for damage and dirt
- ☐ Clean and remove fines

Roller Guide, Carriage and Guiding Tube

- ☐ Functions test and visual inspection
 - ☐ Further lubrication of the linear ball bearings (Esso)
 - ☐ If running causes too much noise, exchange linear ball bearings
 - ☐ Clean and re-lubricate guiding tubes (Esso)
 - ☐ Inspect plastic rollers for abrasion
 - ☐ Exchange rollers with evident flattened parts
- Drive-Unit
- ☐ Functions test
 - ☐ Visual inspection of toothed belt
 - ☐ Annealing check of toothed belt
 - ☐ Tooth belt must be free of cracks
 - ☐ Measure tension of tooth belt with Krikrit 1 (Bode)
Setting: 26 +/- scale divisions
 - ☐ Renew lubrication of joint pin (AL)

Locking Column

- ☐ Functions test and visual inspection
- ☐ Inspect rollers for wear-and-tear
- ☐ Exchange rollers with evidently flat patches

Guide Track on Drive-Unit and Guiding Lever

- ☐ Functions test and visual inspection
- ☐ Test freedom of movement of guide rollers
- ☐ Exchange rollers with evidently flat patches

Rubber Profiles

- ☐ Visual inspection for wear-and-tear
- ☐ Renew profiles when required

() Clean and care with glycerin (GL)

15-PVM-150 - PERFORM 12 MO AUX BRAKE FLUID CHANGE.

12 month Aux. Brake fluid change completed. Drained all fluid from A & B cab brake fluid reservoirs. Fill fluid (Mobil 1 UNIVIS HVI 26) to specification. Check and verify brake operation in yard.

15-PVM-155 - PERFORM CHECK & CLEAN SANDERS/BOXES.

Clean and service sanders

15-PVM-750 - PERFORM GEARBX OIL CHNG TRK A.

Complete Gearbox oil change of Truck A. (use Chevron Delo Gear Lubricant ESI SAE 80W-90 fluid.)

15-PVM-751 - PERFORM GEARBX OIL CHNG TRK B.

Complete Gearbox oil change of Truck B. (use Chevron Delo Gear Lubricant ESI SAE 80W-90 fluid.)

15-PVM-LUB - PERFORM LUBE PROP BEARINGS AS NEEDED.

INTERLOCAL AGREEMENT FOR STREETCAR OPERATIONS AND MAINTENANCE

This Interlocal Agreement for Streetcar Operations and Maintenance (“Agreement”) is entered into by and between The City of Seattle (“the City”), a municipal corporation and first-class home rule city with a council-mayor form of government, and King County (“the County”), a home rule charter county and political subdivision of the State of Washington. The City and the County are sometimes referred to individually as a “Party” and, collectively, as the “Parties.”

RECITALS

Whereas, pursuant to Chapters 36.56 RCW and 35.58 RCW and public vote, the County is authorized to perform metropolitan public transportation functions; and

Whereas, the County has operated and maintained the City’s streetcar system since August 2007 under an Amended and Restated Interlocal Agreement (“ILA”) that will expire on December 31, 2019; and

Whereas, the Parties believe it is in their mutual best interests and in the best interest of the public for the County to continue to operate and maintain the City’s streetcar system; and

Whereas, the Parties also believe it is in their mutual best interests and in the best interest of the public for the City and the County to establish a unified framework agreement to govern the operation and maintenance of existing, new, and future elements of the City’s streetcar system;

NOW, THEREFORE, in consideration of the mutual rights, obligations and privileges granted and undertaken, the Parties enter into this Interlocal Agreement for Seattle Streetcar Operations and Maintenance upon the following terms and conditions.

TERMS AND CONDITIONS

1.0 Purpose, Scope and Term of Agreement.

1.1 Purpose and Scope.

A. The purpose of this Agreement is to establish a uniform framework governing the roles and responsibilities of the City and the County regarding the operation and maintenance of the City’s streetcar system.

B. The following Appendices form a part of this Agreement:

Appendix A	Definitions
Appendix B	Operations and Maintenance Responsibilities Matrix
Appendix C	Performance Standards

Appendix D	Report List
Appendix E	Points of Contact
Appendix F	Partnership Decal

If there is any conflict or ambiguity between this Agreement and anything contained within its Appendices as now existing or hereafter amended, then unless the Parties agree otherwise, in writing, the more specific provision shall govern and control the more general provision.

1.2 Definitions. Capitalized words, terms and abbreviations not defined in the body of this Agreement are defined in Appendix A.

1.3 Term. This Agreement shall take effect when fully executed by both Parties, as evidenced by their signatures below (“Effective Date”) and shall expire at 11:59 PM on December 31, 2024 (the “Term”). Provided this Agreement remains in effect and the County is not in default after receipt of notice and expiration of any applicable cure period, the City shall have the option to extend this Agreement for two additional periods of five (5) years, each, upon the same terms and conditions. Such extensions shall be self-executing unless the City notifies the County, in writing, at least twelve (12) months before the expiration of the then-current Term that it does not intend to extend the Agreement.

2.0 Seattle Streetcar System Description. As of the date of this Agreement, the Seattle streetcar system (“Seattle Streetcar”) consists of the track, equipment, and facilities associated with the modern streetcar lines commonly known as the South Lake Union Streetcar and the First Hill Streetcar. In general, the South Lake Union Streetcar includes approximately 1.3 miles of track, 11 station platforms, a fleet of 4 streetcar vehicles, an Overhead Contact System and traction power substations, and an Operations and Maintenance Facility located at 318 Fairview Ave N, Seattle, WA. The First Hill Streetcar generally includes approximately 2.5 miles of track, 14 station platforms, a fleet of 6 streetcar vehicles, an Overhead Contact System and traction power substations, and an Operations and Maintenance Facility located at 848 7th Ave S, Seattle, WA. The Parties anticipate that in the future the Seattle Streetcar may be expanded. Provided that the operation and maintenance of such expanded facilities does not materially alter the operational or financial relationship between the Parties, the Parties intend that when constructed, the expanded facilities shall be included in and subject to all the terms of this Agreement without the need for further legislative action.

3.0 Responsibilities.

3.1 County Obligations – General. The County shall:

A. Operate and maintain the Seattle Streetcar consistent with the allocation of responsibilities contained in this Agreement and in the Operations and Maintenance Responsibilities Matrix, Appendix B, and in accordance with the approved annual Operating Plans with the goal of

achieving the highest standards of performance at the lowest possible cost.

B. Comply with regulatory requirements affecting the operation of the Seattle Streetcar, including reporting to regulatory agencies (local, state, and federal) and providing information necessary to respond to audits.

3.2 City Obligations – General. The City shall:

A. Cooperate with the County in its development of the annual Operating Plan, defined in Section 3.2, and annual Baseline Costs estimates, defined in Section 4.1.

B. Pay all monthly charges for water, sewer and electricity (including traction power).

C. Undertake Capital Improvements to and replacements of streetcars and streetcar-related facilities and equipment as necessary.

D. Cooperate with the County to ensure compliance with the WSDOT Rail Safety Oversight Program Standard and other applicable federal, state, and local requirements.

E. Reimburse the County for its Seattle Streetcar-related costs and expenses as provided in this Agreement.

F. Complete other obligations as required under the Operations and Maintenance Responsibilities Matrix in Appendix B.

G. Develop and provide the County with an annual Service Plan in a timely manner.

3.3 Operating Plan. On or before the Effective Date, the County shall prepare and deliver to the City a plan to operate and maintain the Seattle Streetcar in accordance with the requirements of this Agreement and the City's Service Plan for the 2020 Operating Year (the "Operating Plan"). Thereafter, on or before March 31 of each year of the Term, the County shall prepare and deliver to the City an updated Operating Plan for the following year that describes any major changes from the previous year's plan. Each annual Operating Plan shall contain the County's proposed staffing plan and organizational chart, a description of any major changes from the previous year, and such other information as the City may, from time to time, reasonably request. The Parties shall meet at least annually to review and collaborate on the development of the updated Operating Plan; and each year of the Term, following the final approval of the City and County budgets, the Parties shall review the following year's Operating Plan for any necessary adjustment.

4.0 Compensation, Budget Process, Invoices, Payment and Cost Reconciliation.

4.1 Compensation, Baseline Costs, Baseline Revenue and Baseline Invoice Amount.

A. The City will reimburse the County for all Baseline Costs in excess of the Baseline Revenue, as defined in Sections 4.1B and 4.1C, respectively.

B. **Baseline Costs** means the projected annual cost to the County to provide its operating and maintenance responsibilities under this Agreement. Baseline Costs includes three components:

- i. **Direct Costs** are the labor and non-labor expenses that are fully contained within the County's Metro Transit Department, Rail Division, Streetcar Section. These expenses are based on the Seattle Streetcar staffing plan and projected non-labor needs.
- ii. **Direct Project Costs** are expenses that are not within the County's Metro Transit Department, Rail Division, Streetcar Section, but which are charged directly to specifically coded Streetcar projects for tracking.
- iii. **Indirect Costs** are the costs of resources that are shared among the Rail Division and other County services, where each service is responsible for its pro rata share of the costs. These expenses are allocated to the Seattle Streetcar through the County's Cost Allocation Model ("CAM").

1. Under an extension of the Term of this Agreement as described in Section 1.3, beginning with the expiration of the County Contribution in 2028, the City will be exempt from charges for General Fund General Government expense, except for the Office of Performance Strategy and Budget, (contained in the AD OH P2 KC cost pool) and the King County Metro Transit Department General Manager's Office expense (AD GM cost pool). In calculating Indirect Costs, the County will also cap the total annual expense charged to the City for the combination of the AD OH P2, AD OH P2 KC, and AD OH FTE cost pools at no more than 6% of fully-allocated streetcar Baseline Costs less charges from AD OH P2, AD OH P2 KC, and AD OH FTE. For illustrative purposes, the calculation shall be as follows:

$$(AD\ OH\ P2 + AD\ OH\ P2\ KC + AD\ OH\ FTE) / (Fully\ Allocated\ streetcar\ Baseline\ Cost - (AD\ OH\ P2 + AD\ OH\ P2\ KC + AD\ OH\ FTE)) \leq 6\%$$

C. Baseline Revenue refers to the revenue, credits or contributions agreed upon by the Parties. Baseline Revenue includes the following components:

- i. Projected fares collected on the Seattle Streetcar using the ORCA system or any replacement system (“ORCA Revenue”). ORCA Revenue will be retained by the County and included in Baseline Revenue. The County shall provide the City copies of the monthly ORCA reports detailing ORCA revenues generated by the Seattle Streetcar.
- ii. The County will contribute a fixed amount toward the operation and maintenance of the South Lake Union line (the “County Contribution”). The County Contribution shall be in the following amounts:

Year	County Contribution amount
2020	\$1,550,000.00
2021	\$1,596,500.00
2022	\$1,644,395.00
2023	\$1,693,726.85
2024	\$1,744,538.66

1. No later than 12 months prior to the expiration of the initial Term of this Agreement, the Parties shall agree in writing to the terms of any extension of the County Contribution beyond the initial five-year Term.

2. If the Parties fail to reach agreement on the extension of the County Contribution beyond the initial Term, and if the Term of this Agreement is extended beyond the initial Term, then the County Contribution shall continue for an additional three years, as follows:

Year	County Contribution amount
2025	\$872,269.33
2026	\$872,269.33
2027	\$872,269.33
2028	\$0.00
2029+	\$0.00

- iii. As the reporting agency to the National Transit Database for the Seattle Streetcar, the County collects federal grant funding (“Streetcar Federal Formula Grant Revenue”) associated with and

attributable to the streetcar mode, i.e., the Seattle Streetcar. Streetcar Federal Formula Grant Revenue shall not be included in Baseline Revenue during any year in which the County provides a County Contribution. Should the County Contribution cease, allocated Streetcar Federal Formula Grant Revenue shall be included in Baseline Revenue.

D. Baseline Invoice Amount refers to the Baseline Cost offset by the Baseline Revenue. This amount will be invoiced by the County to the City as described in Section 4.3.

4.2 Budget Process.

A. By June 30 of each calendar year, the County shall prepare and deliver to the City a preliminary estimate of the Baseline Cost, Baseline Revenue and Baseline Invoice Amount for the following calendar year. This submittal will reflect preliminary expense and revenue, which are for early planning purposes only. These numbers will not necessarily reflect the final approved County operating budget or final actual costs. This preliminary estimate shall include Direct Costs, Direct Project Costs and Indirect Costs and shall include reasonable detail of the projected expenses, including the annual total presented by expense category or cost pool. The County will provide supporting documentation in a form acceptable to the City.

B. By October 31 of each calendar year, the County shall prepare and deliver to the City an updated estimate of Baseline Cost, Baseline Revenue and Baseline Invoice Amount for the following calendar year based on the proposed County budget. The estimate shall include Direct Costs, Direct Project Costs and Indirect Costs and shall include reasonable detail of the projected expenses, including the annual total presented by expense category or cost pool, as shown in the CAM, supporting documentation, and a staffing plan in a form acceptable to the City.

C. By December 15 of each calendar year, the County shall prepare and deliver to the City the final Baseline Cost, Baseline Revenue, and Baseline Invoice Amount for the following calendar year based on the adopted County budget. The estimate shall include Direct Costs, Direct Project Costs and Indirect Costs and shall include reasonable detail of the projected expenses, as shown in the CAM, including the annual total presented by expense category or cost pool, supporting documentation, and a final staffing plan in a form acceptable to the City.

4.3 Invoices and Payment. The County will submit a monthly invoice to the City for the services provided during that month. Invoices shall be submitted in a form agreeable to the Parties. The amount invoiced should equal one-twelfth of the

final annual Baseline Invoice Amount as submitted to the City by December 15 of the previous year. The City shall remit payment to the County within 30 days of receipt of a monthly invoice.

4.4 Closeout Reconciliation.

A. Preliminary Baseline Reconciliation. By March 31 of each calendar year, the County shall prepare and deliver to the City a preliminary Baseline Reconciliation comparing what the City has paid through monthly invoices versus actual operating expenses and revenue collected by the County for the previous calendar year. The Baseline Reconciliation will include a summary of the County's actual costs to perform its responsibilities under this Agreement for the previous calendar year. The summary shall include actual Direct Costs, Direct Project Costs and Indirect Costs. The County will provide its CAM as detailed support. The Baseline Reconciliation will include ORCA Fare Revenue and other agreed-upon revenue that should be credited against the County's actual costs.

B. Annual Report and Final Baseline Reconciliation. By April 30 of each calendar year, the County shall prepare and deliver to the City an Annual Report describing the previous year's performance against the Performance Standards described in Appendix C. The Annual Report shall also include a final Baseline Reconciliation comparing what the City has paid through monthly invoices versus actual operating expenses incurred by and revenue collected by the County for the previous calendar year operating period. If the amount for providing streetcar service invoiced to and paid by the City exceeds the actual costs, less actual revenue collected by the County, documented in the County's financial records and summarized in this Baseline Reconciliation, the County will compensate the City for the difference. If the amount for providing streetcar service invoiced to and paid by the City is less than the actual costs, less actual revenue collected by the County, documented in the County's financial records and summarized in this Baseline Reconciliation, the City will compensate the County for the difference. The settlement of the annual reconciliation will be made by separate invoice. Any overcharge or underpayment of Seattle Streetcar reconciliation shall be credited or paid by the responsible Party within sixty (60) days of receipt of the reconciliation invoice or if there is a dispute, upon the final resolution of the dispute.

C. Upon request of the City, the County shall provide the City with enough backup information to support its reconciliation of estimated and actual Seattle Streetcar expenses, and the County shall also make appropriate County staff reasonably available to the City to respond to inquiries regarding such information.

D. The City shall have the right to dispute the County's reconciliation of Seattle Streetcar expenses. Disputes may include but are not limited to the amount of expenses payable to the County and the amount of ORCA revenues collected by the County for the Seattle Streetcar. If the City wishes to dispute any Seattle Streetcar expenses, then the Director of the Seattle Department of Transportation ("SDOT Director") shall deliver notice to and the General Manager of the King County Metro Transit Department ("General Manager"). The notice shall specify the charges or calculations in dispute. If the City provides such notice, then the County will permit the City to audit the County's books and records pertaining to expenses for the fiscal year to which such reconciliation pertains. Until the completion of the audit and final resolution of any dispute regarding such audit, the City shall continue to pay the County's Seattle Streetcar expenses in the amounts estimated by the County. Any overcharge or underpayment of Seattle Streetcar expenses shall be credited or paid by the responsible Party within sixty (60) days of the completion of the audit or, if there is a dispute, upon the final resolution of the dispute.

5.0 Ownership and Use of the Seattle Streetcar.

5.1 General. The City shall own all Seattle Streetcar facilities and streetcars. The County shall operate and maintain the Seattle Streetcar. Other than fare-paying passengers and the City's security personnel or other first responders, the County will not permit third parties to use the Seattle Streetcar for any purpose except with approval of, or upon receiving written direction from, the City. In an emergency the City may initially provide verbal direction to the County, to be promptly followed by confirmation in writing at the City's first available opportunity. The City will retain responsibility for necessary improvements to or modifications of streetcars, equipment or facilities required to support service levels agreed to in the Service Plan as the same may be modified from time to time, including track extensions or modifications, additional stations, platforms or stops, drainage, paving, or utility improvements, increased substation capacity, traffic signal modifications, or additional streetcar revenue vehicles or other equipment.

5.2 Sponsorship, Advertising, and Related Signage or Graphics.

A. The City retains the right to enter into sponsorship or advertising agreements regarding the Seattle Streetcar, including streetcars and passenger stations, and to retain all money received as a result of such agreements. The County will provide the City and its designated contractors or agents access to Seattle Streetcar facilities and streetcars for the City or its contractors or agents to apply signage and graphics associated with such sponsorship or advertising.

B. As between the County and the City, the City shall make, implement, and enforce all policies regarding the content of Seattle Streetcar sponsorship, advertising, or other third-party signage or graphics (collectively, “Advertising Graphics”), in the City’s sole discretion. As between the County and the City, the City shall decide whether to accept proposed Advertising Graphics, in the City’s sole discretion. The County expressly negates and disclaims any right, privilege, duty or obligation to participate in decision-making or policy-setting regarding the content of Seattle Streetcar Advertising Graphics.

C. As between the County and the City, the City and its contractors or agents shall be solely responsible to install or remove Seattle Streetcar Advertising Graphics. The City shall reimburse the County for the cost and expense to repaint, refinish, repair or restore streetcar vehicles or equipment damaged during the installation or removal of Advertising Graphics.

D. The County reserves the right to object to proposed Advertising Graphics on the basis of safety or operability (e.g., to object to a proposed vehicle wrap that would dangerously obscure the streetcar operator’s field of vision; to object to proposed station signage that might trip passengers while boarding or de-boarding, or dangerously obscure their view of approaching streetcars). If the County objects and the City disagrees, then the Parties shall enter into the dispute resolution process under Article 21.0 of this Agreement. The County’s reserved rights under this Section 5.2.D do not include the right to object to the content of proposed Advertising Graphics.

5.3 Fares, Fare Collection System, Fare Media Sales.

A. Overall. As between the City and the County, the City shall be responsible to set, collect and enforce fares for the Seattle Streetcar. The City may contract with the County to implement some or all of the City’s fare-related responsibilities.

B. Automated Fare Collection. The Seattle Streetcar will accommodate automated fare collection using the ORCA system (or its replacement system) equipment. To facilitate the regional fare allocation process, any fares collected using the ORCA system will match either the County’s Metro Transit fares or Sound Transit’s Link fares.

C. Fare Collection Equipment. The County shall be responsible for the installation and maintenance of ORCA (or its replacement system) equipment. Costs to operate and maintain ORCA equipment and to extract and record data from the ORCA system will be included in the Baseline Costs.

5.4 Special Events. The City will use its best efforts to inform the County in writing at least thirty (30) days prior to any Special Events that may affect streetcar service. Special Events known to the City when the proposed annual Service Plan is prepared shall be specified in that Service Plan. The County will make every effort to provide personnel and equipment for Special Events not listed in the annual Service Plan at the City's request. For Special Events that occur outside of regular Seattle Streetcar service hours, the County will bill and the City will pay for Special Event-related operations and maintenance on a time and materials basis.

6.0 Operations.

6.1 Reporting.

A. The County will prepare a daily **Unusual Occurrence Report** covering Seattle Streetcar operations.

B. The County will track service delays and provide a report concerning such delays to the City on a regular basis.

C. The County will promptly notify the City of any streetcar operations- or maintenance-related Accident or incident that may result in notice being given to the public media, or which can reasonably be expected to be reported in the public media. The County will give this notice to the City as soon as practicable after the County has dispatched its response personnel to deal with the incident.

D. The County shall be responsible for ensuring the timely delivery to WSDOT, the Federal Transit Administration, and any other entities or agencies with jurisdiction, of all Accident notifications and reports required of rail transit agencies under the WSDOT Rail Safety Oversight Program Standard. The County shall also be responsible for conducting Seattle Streetcar Accident investigations on behalf of the City in accordance with the requirements of the Washington State Department of Transportation Rail Safety Oversight Program Standard.

E. Upon the happening of any occurrence or Accident reasonably likely to expose the City or the County to potential claims for damages or other costs, the Party with initial knowledge shall promptly give notice to the other Party as provided under Paragraph C of this Section 6.1. In an emergency each Party shall endeavor to give prompt verbal notice to the other Party, followed by written notice at the notifying Party's earliest opportunity.

6.2 Bus Bridge. In case of extended streetcar service disruption, upon the City's request, the County will arrange for substitute bus service, subject to vehicle availability, in accordance with its existing standard procedures governing such

service. The City shall reimburse the County for the fully-allocated cost of the substitute bus service.

7.0 Maintenance.

7.1 Maintenance Services in General. The County shall undertake its maintenance responsibilities as described in this Article 7.0 in accordance with the manufacturer's recommendations, warranty requirements, industry practices, and information provided by designers, manufacturers, or installers of the equipment or systems. The County will be responsible for maintaining facilities as identified in the Operations and Maintenance Responsibilities Matrix, Appendix B. The Parties shall convene monthly meetings of personnel from Metro Facilities, Metro Streetcar Operations, and SDOT Streetcar Operations to review on-going maintenance activities.

7.2 Tools and Equipment. The City will provide all special tools or test equipment that the County will use to perform its vehicle maintenance duties under this Agreement.

7.3 Documentation. The City shall maintain the master file of all as-built drawings, maintenance manuals and other Seattle Streetcar-related records or documentation, except for drawings, manuals, and other records or documentation necessary for Configuration Management purposes and related to the Overhead Contact System. The County shall maintain all records related to the Overhead Contact System. The City shall provide the County with copies (electronic, if available) of all as-built drawings and maintenance manuals for all streetcar facilities and equipment.

7.4 Configuration Management.

A. The City will be responsible for Seattle Streetcar Configuration Management for all components of the Seattle Streetcar system except the Overhead Contact System. The County shall be responsible for Configuration Management for the Overhead Contact System. Either party may propose changes to Seattle Streetcar capital assets via a change proposal. All change proposals shall be consistent with the Public Transportation Agency Safety Plan or System Safety Program Plan, whichever is applicable.

B. Change proposal procedure. Any change proposal shall include:

- i. Description of the proposed change;
- ii. A markup of as-built drawings or other as-built documentation;
- iii. Estimated cost of the proposed change;
- iv. Justification for the proposed change;
- v. Service and operating and maintenance cost estimates for the proposed change;

- vi. Schedule for completion of the proposed change; and
- vii. Proposed distribution of responsibilities between the City and the County regarding any revision in service, operations, or maintenance as a result of the proposed change.

The City will review the proposed change and determine if the change merits implementation. If the City approves the proposed change then the City will prepare a work order to effect the change. Once the work is completed, the City will inspect the work for adherence to the work order, applicable codes and regulations, and quality of workmanship. The Party with responsibility for Configuration Management of the component or components affected by the change will be responsible for revising as-built drawings, Car History Books, and maintenance manuals to reflect the changes and to ensure that updated drawings and manuals are delivered to the appropriate location.

C. The Parties agree to cooperate to satisfy the Configuration Management component of any audit conducted by a regulatory agency having oversight responsibility for the Seattle Streetcar. The County will assist the City in preparation for the audit. Each Party will provide the other Party with copies of all Configuration Management documents for which it is responsible.

7.5 Track Maintenance. The County will be responsible for maintaining streetcar track, including special track work, in accordance with the County's applicable maintenance procedures.

7.6 Vehicle Maintenance. The County will be responsible for maintaining streetcar revenue and Non-revenue Vehicles.

A. **Major Maintenance, Heavy Repair and Overhaul.** The County shall analyze options for Major Maintenance, including Heavy Repair and Overhauls of streetcars, and present the options to the City for mutual written agreement concerning scope, cost, and schedule for such work. The City shall pay all costs for Major Maintenance. The SDOT Director and the General Manager or their designees will agree on a streetcar vehicle Overhaul Cycle.

B. **Maintenance of Car History.** The City will cause the streetcar builder to deliver Car History Books to the County. The County will be the custodian of the Car History Books.

7.7 Systems and Electrical Maintenance.

A. **Streetcar Electrical Power Systems Other Than Maintenance Facilities.** The County will maintain Seattle Streetcar electrical power

systems, including hardware and software elements of traction power substations, Overhead Contact System, and electrical switchgear.

B. Maintenance Facility Systems. The County shall maintain the following electrical power systems relating to Seattle Streetcar maintenance facilities: yard and shop power distribution and lighting, fire alarms, and general electrical facilities. The County shall maintain all streetcar traction power system equipment within Seattle Streetcar maintenance facilities.

C. Traffic and Train Signals. The City will maintain all traffic signals, and aspect displays for train signal control. The County will maintain Train-to-Wayside Communications ("TWC") equipment, train signal system controls and TWC equipment on the streetcars. The City will provide the County with access to train signal system control cabinets.

D. Radios. The County shall provide, own and maintain all radios or other communications gear used by Seattle Streetcar operators.

E. Real-Time Arrival and Automated Passenger Counting Systems. The City has procured and installed systems providing real-time arrival information and automated passenger counting systems, each of which may include equipment located on the streetcar vehicles and at passenger stations or maintenance facilities. The City shall maintain the electrical power systems supplying power to any real-time arrival information signs. The County will perform routine troubleshooting and will contract with the City's suppliers for all service and maintenance.

7.8 Joint Use Facilities. The County operates transit service and facilities on multiple streets in the City of Seattle. The County's transit facilities are permitted by the City and some of these facilities are or will become Joint Use Facilities with the Seattle Streetcar or with other uses of the right-of-way. To provide for efficient transit operations and to efficiently use constrained existing street rights-of-way, the Parties agree that:

A. The Parties will collaborate on the design of Joint Use Facilities to ensure the design meets the requirements of each Party; and

B. The Parties will share proportionally the operations, maintenance and replacement costs of Joint Use Facilities (e.g., if SDOT and the County are the only users of a given Joint Use Facility, then each of them shall pay fifty percent (50%) of the operations, maintenance and replacement cost of that facility). If another entity (such as another City department) also uses a given Joint Use Facility, then the Parties shall endeavor to allocate equal shares (e.g. 33.3%) to each user.

8.0 Customer Service, Information, and Marketing.

8.1 Overview. The County will provide customer information for the Seattle Streetcar, including responding to requests for information received by King County Metro's Customer Information Office. The County shall also:

- A. Compile and print schedules for public dissemination and posting on vehicles.
- B. Provide lost and found services for items left on streetcars.
- C. Provide subscription services for transit text and email message alerts.
- D. Provide support for customer comments regarding the operations and maintenance of the streetcars.
- E. Provide and maintain information about County transit service at any platforms or stations served by both County transit service and Seattle Streetcar.

The City will provide route and service information on streetcar passenger shelters and shall maintain all Seattle Streetcar-related signage at streetcar stations, platforms, and stops. Public materials will be consistent with Seattle Streetcar branding as approved by the City. All streetcars in operation shall display a streetcar partnership decal approved by both the City and the County and provided by the County. The Parties have currently agreed to the partnership decal as provided in Appendix F. The Parties agree to coordinate and work jointly in marketing streetcar service, including Special Events.

8.2 Media Relations. Except as otherwise identified in this Agreement, as between the City and the County, the County shall have sole responsibility and right to communicate about streetcar Accidents, delays, and service changes, including via social media. The City shall be responsible for media communication about any new streetcar construction prior to the start date of such revenue service operations. After the start date of new revenue service operations, the City may provide information about the routes, fares, service hours, scheduled headways, sponsorship opportunities, system planning and collateral information through its branded website and social media platforms.

9.0 Safety.

9.1 System Safety Program Plan ("SSPP") or Public Transportation Agency Safety Plan ("PTASP"). The County will develop, maintain, and implement a SSPP (expected to expire in July of 2020) or a PTASP, as applicable, that complies with WSDOT Rail Safety Oversight Program Standard and applicable federal requirements.

9.2 Safety Oversight. The Parties anticipate that WSDOT will audit the Seattle Streetcar's SSPP or PTASP, whichever is applicable. The City and the County will jointly develop corrective action plans to respond to any noted deficiencies.

10.0 Security and Law Enforcement. The City shall provide all security, law enforcement and fare inspection and enforcement on the Seattle Streetcar and all streetcar stations, platforms, and stops. The City may contract with the County to implement some or all the City's security-related responsibilities. The County will include the Seattle Streetcar in its Metro Transit System Security Plan, All-Hazards Response Plans and associated training and exercise programs.

11.0 Overhead Contact System Work.

11.1 The Parties acknowledge that the Overhead Contact System and the County's Electric Trolley Bus ("ETB") system exist and operate in close proximity to one another and, in some cases, occupy Joint Use Facilities. The Parties agree that it is therefore in their mutual best interests to cooperate on the optimization of OCS and ETB systems to allow for reliable and efficient operation of both the Seattle Streetcar and County bus system. Either Party may propose changes to the OCS through the process described in Section 7.4. Should the Parties agree to a change, such work shall be performed exclusively by the County or the County's contractors. Prior to approval of the change, the Parties shall agree as to funding responsibility for the work related to the change.

11.2 The County will follow its operating rules for ETB coaches through OCS crossings at intersections.

12.0 Administration.

12.1 Personnel.

A. The County will be solely responsible for managing its Seattle Streetcar-related personnel. In managing its Seattle Streetcar-related personnel, the County will apply its policies and procedures regarding recruitment, discipline, appearance, drug use and drug testing.

B. The City will be solely responsible for managing its Seattle Streetcar-related personnel. In managing its Seattle Streetcar-related personnel, the City will apply its policies and procedures regarding recruitment, discipline, appearance, drug use and drug testing.

12.2 Benefits and Records.

A. The County will handle all payroll, benefits, and employee records for its Seattle Streetcar-related personnel.

B. The City will handle all payroll, benefits, and employee records for its Seattle Streetcar-related personnel.

12.3 City Taxes, Fees, Permits, and Charges Relating to the Seattle Streetcar. If, as a result of a City ordinance, rule, policy, or practice, the County incurs a tax, fee, land use or other permit, or charge (collectively, “City Charge”) for the operation or maintenance of the Seattle Streetcar, then the County shall include such City Charge as a line item on the invoice to the City.

13.0 Audits, Records, and Reports. The Parties shall each maintain books and records regarding Seattle Streetcar expenses to allow accurate audits. In addition to the audit rights contained in Section 4.4, each Party may audit the other Party's Seattle Streetcar-related books and records at the offices where such books and records are kept. Such audit shall be during ordinary business hours and shall occur not later than thirty (30) days after a Party receives notice of intent to audit from the other Party. Audits shall be conducted by a firm not paid on a contingency basis. The auditing Party shall pay the costs of the audit firm, unless the audit reveals that the audited Party overcharged or underpaid by five percent (5%) or more, in which case the audited Party shall pay the costs of the audit firm.

13.1 Outside Audits. In addition to the foregoing, the County Auditor, the State Auditor, federal auditors, and their representatives may audit either Party's records related to the Seattle Streetcar.

13.2 Record Retention. The Parties shall retain Seattle Streetcar-related records consistent with their respective record retention schedules and the Washington State Public Records Act, chapter 42.56 RCW as now codified or hereafter amended.

13.3 Reports. The County shall provide reports to the City as required under this Agreement in a timely manner. A summary of required reports (“**Report List**”) is attached hereto as **Appendix D**.

14.0 Performance Requirements and Reporting.

14.1 Ridership Reporting. The County will compile ridership, and performance data, including data from the Automated Passenger Counter (“APC”) system installed on the Seattle Streetcar. The County will perform National Transit Database (“NTD”) reporting for the Seattle Streetcar and will provide data for the Seattle Streetcar in NTD format. The County shall report monthly to the City on the ridership numbers reported to the NTD for Seattle Streetcar.

14.2 Performance Standards. The County shall report annually to the City on its progress in achieving the Performance Standards delineated in Appendix C.

14.3 Transit Asset Management Plan (“TAMP”). The City certified the first edition of SDOT's TAMP, which complies with FTA MAP-21 requirements, and establishes a State of Good Repair Policy (“SGR”).

The City defines SGR as the condition in which a capital asset is able to operate at or above an acceptable performance service level. Specifically, the asset can perform its defined function, does not pose a known unacceptable safety risk, and life-cycle investment needs are met or recovered. The Parties agree to work together in good faith to further the goals of the City's TAMP.

15.0 Material and Warranty Management.

15.1 Warranty Administration. The County will process warranty claims for Seattle Streetcar vehicles, systems, and equipment through its existing warranty claims process, to the full extent of warranty coverage. Warranty claims will be submitted directly to the responsible manufacturer or vendor. If a vendor or manufacturer contests a warranty claim made by the County, the County will immediately notify the City of the dispute and will provide all information about the claim to the City.

15.2 Material Management. The County will establish and maintain inventory levels and other supplies and consumables to maintain Seattle Streetcar vehicles and equipment in good working order. On a monthly basis, the County shall deliver to the City an Inventory Cost Report describing the quantity and value of all parts held by the County in inventory. The County shall notify the City and obtain prior City approval for any parts or materials purchases in excess of \$50,000. The County shall invoice the City for the cost of all approved inventory items, supplies, and consumables consistent with Article 15.0. If this Agreement is terminated, all material purchased by the City or the County for the maintenance of the Seattle Streetcar will be turned over to the City, consistent with the provisions of Section 22.3.

16.0 Federal Funding Requirements. The City anticipates use of federal funds, grants, or other federal financial assistance to pay for some County work under this Agreement. The County is also a recipient of federal funds for transit purposes and shall continue to comply with applicable federal requirements, including but not limited to Title VI of the Civil Rights Act of 1964. Federal funding shall not relieve the City of its independent contractual obligation to compensate the County under this Agreement.

17.0 Designated Representatives. The Parties shall designate representatives for notice, reporting, and other communications, and for coordinating the Parties' staff work regarding the Seattle Streetcar. The Parties' designated representatives shall also coordinate the periodic reporting and review of documents required under this Agreement, prepare amendments to this Agreement and its attachments, and identify, elevate, and resolve issues as they may arise. The Parties' designated representatives are listed in **Appendix E** attached hereto.

18.0 Indemnification.

18.1. Indemnity for Design. To the maximum extent permitted by law, the City

shall protect, defend, indemnify and save harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind ("Claims") arising out of or resulting from the design of the Seattle Streetcar system and caused by or arising out of the acts or omissions of the City, its officers, employees, agents, consultants and/or sub consultants of all tiers, including any Claims, demand, and/or cause of action brought against the County by or on behalf of any of the City's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity and defense of Claims made by the City's employees. The Parties acknowledge these provisions were mutually negotiated and agreed upon by them.

In the event it is determined that RCW 4.24.115 applies to this indemnity obligation, or applies to any of the indemnity obligations of this Section 18.1, the indemnifying party agrees to protect, defend, indemnify and save the indemnified party, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever arising out of or in any way resulting from the acts or omissions, performance of, or failure to perform the rights and privileges granted under this Agreement of the indemnifying party, its employees, agents, contractors, consultants and/or sub-contractors or sub-consultants to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

18.2. Indemnity for Construction. To the maximum extent permitted by law, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind, ("Claims"), arising out of or resulting from the construction of the Seattle Streetcar system and caused by or arising out of the acts or omissions of the City, its officers, employees, agents, vendors, suppliers, contractors and/or subcontractors of all tiers, including any Claims, demand, and/or cause of action brought against the County by or on behalf of any of the City's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity and defense of Claims made by the City's employees. The Parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event it is determined that RCW 4.24.115 applies to this indemnity obligation, or applies to any of the indemnity obligations of this Section 18.2, the indemnifying party agrees to protect, defend, indemnify and save the indemnified party, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind

whatsoever arising out of or in any way resulting from the acts or omissions, performance of, or failure to perform the rights and privileges granted under this Agreement of the indemnifying party, its employees, agents, contractors, consultants and/or sub-contractors or sub-consultants to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

18.3. Indemnity for Streetcar Vehicle Manufacture Liability. To the maximum extent permitted by law, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, (hereinafter "Claims"), arising out of or resulting from the design, construction, manufacturer or modification of Seattle Streetcar vehicles and caused by or arising out of the acts or omissions of the City, its officers, employees, agents, vendors, suppliers, contractors and/or subcontractors of all tiers. The City's duty under this Section 18.3 does not extend to Claims to the extent arising out of or resulting from the County's streetcar maintenance activities or from any modifications that the County makes to any Seattle Streetcar vehicle. The City agrees this obligation to indemnify and defend the County from any Claims, demand, and/or cause of action extends to Claims brought by or on behalf of any of the City's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity and defense of Claims made by the City's employees. The Parties acknowledge these provisions were mutually negotiated and agreed upon by them.

18.4. Indemnity for City of Seattle Maintenance Responsibilities. To the maximum extent permitted by law, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, (hereinafter "Claims"), arising out of or in any way resulting from the City's Seattle Streetcar maintenance responsibilities and caused by or arising out of the acts or omissions of the City, its officers, employees, agents, vendors, suppliers, contractors and/or subcontractors of all tiers, The City agrees this obligation to indemnify and defend the County from any Claims, demand, and/or cause of action extends to claims brought by or on behalf of any of the City's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity and defense of Claims made by the City's employees. The Parties acknowledge these provisions were mutually negotiated and agreed upon by them.

18.5. Indemnity for King County Maintenance and Operations Responsibilities. To the maximum extent permissible by law, the County shall

protect, defend, indemnify and save harmless the City, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, (hereinafter "Claims"), arising out of or in any way resulting from the County's Seattle Streetcar maintenance and operations responsibilities and caused by or arising out of the acts or omissions of the County, its officers, employees, agents, vendors, suppliers, contractors and/or subcontractors of all tiers. The County agrees to indemnify and defend the City from any Claims, demand, and/or cause of action brought by or on behalf of any of the County's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the County's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity and defense of Claims made by the County's employees. The Parties acknowledge these provisions were mutually negotiated and agreed upon by them.

18.6. Indemnity for Violation of Ordinance or Regulation. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulation, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy same, including all chargeable costs and attorney's fees.

18.7. Release and Waiver. Except as otherwise provided in Sections 18.1 through 18.6 above, each Party releases, waives and forever discharges any and all causes of action against the other arising out of the design, construction, operation, or maintenance of the Seattle Streetcar or any of its component parts.

19.0 Insurance.

19.1 Property Damage Insurance.

A. The City shall insure the Seattle Streetcar system vehicles, spares, equipment, platforms and streetcar maintenance facilities under its property damage insurance coverage. Such coverage shall cover all direct physical loss or damage including vehicle or collision and or overturns, except for equipment breakdown. If a streetcar vehicle is so damaged that the City determines to replace it rather than have it repaired, then the City shall procure such replacement vehicle at the City's sole cost and expense. The City shall be solely responsible for its deductible and the prosecution and handling of all first-party claims with its insurer(s). Notwithstanding Article 18.0 the City may elect to self-insure this Property Damage exposure but shall bear the full cost of repairs regardless of fault.

B. Notwithstanding Article 18.0, to the extent a loss is covered by City property damage insurance in force, including any extended coverage endorsements, the City shall cause its insurer(s) to waive its rights of subrogation and the City's rights of recovery against the County; provided this Section 19.1.B shall be inapplicable if it would have the effect of invalidating any City property damage insurance coverage of the City.

19.2 Risk Management Program.

A. The County maintains a Risk Management Program under Chapter 2.21 of the King County Code and other authorities. The City understands and agrees that the County is self-funded for all its liability exposures. The County agrees to maintain, through its self-funded program or an alternative risk of loss financing program, coverage for all its liability exposures for the duration of this Agreement. The County agrees to provide the City with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program. The County agrees that nothing in this Article 19.0 or in the County's Risk Management Program shall limit or modify the County's indemnity obligations under this Agreement. The cost of including the County's activities under this Agreement in its self-funded program or alternative risk of loss finance program shall be included in the calculation of the Seattle Streetcar Baseline Cost and shall be subject to reconciliation adjustment as part of the annual review.

B. The City of Seattle maintains a Risk Management Program of self-insurance in accordance with Washington law. The County understands and agrees that the City of Seattle is self-funded for all its liability exposures. The City of Seattle agrees to maintain, through its self-funded program or an alternative risk of loss financing program, coverage for all of the City's liability exposures for the duration of this Agreement. The City agrees to provide the County with at least thirty (30) days' prior written notice of any material change or alternative risk of loss financing program. The City agrees that nothing in this Article 19.0 or in the City Risk Management Program shall limit or modify the City's indemnity obligations under this Agreement.

19.3 Workers' Compensation. The County maintains a Safety and Workers' Compensation Program under RCW Chapter 51. The City understands and agrees that the County is self-funded for its Workers' Compensation liability exposures. The County agrees to maintain, through its self-funded program or an alternative risk of loss financing program, coverage for all its Workers' Compensation liability exposures for the duration of this Agreement. The County agrees to provide the City with at least thirty (30) days' prior written notice of any material change or alternative risk of loss financing program. The cost of including the County's activities under this Agreement in its self-funded program or alternative risk of loss finance program shall be included in the calculation of the Seattle Streetcar

Baseline Cost and shall be subject to reconciliation adjustment as part of the Annual Review.

19.4 Claims Management.

A. City Responsible for System Claims and Security or Police Worker's Compensation.

- i. The Parties agree that the City shall be responsible to administer, handle, defend and dispose of all claims, causes of action, suits, matters, or administrative proceedings arising out of or relating to the design, construction, or manufacture of the Seattle Streetcar system, or any element or component of it, or any or all of them (collectively, "System Claims"). Upon the receipt of a Seattle Streetcar-related claim or other allegation from the County, the City shall accept tender of any portion of the claim that may be fairly characterized as a System Claim. System Claims shall be paid and handled, including defense of litigation, under the City's established claims handling process.
- ii. The City shall not call upon the County to assume charge of the settlement or defense of any System Claims, but the County shall have the right and shall be given the opportunity, at its own expense, to associate with the City in the defense and control of any claim, suit or proceeding relative to an occurrence that involves or appears reasonable likely to involve an O&M Claim as defined in Paragraph B of this Section 19.4.
- iii. Workers compensation claims filed by City employees acting within the scope of their employment for the Seattle Streetcar shall be handled by the City's workers' compensation system.

B. County Responsible for O&M Claims and Worker's Compensation for County Employees Serving as Streetcar Personnel.

- i. The Parties agree that the County shall administer, handle, defend and dispose of all claims, causes of action, suits, matters, or administrative proceedings arising out of or relating to the County's operation or maintenance of the Seattle Streetcar, or both of them (collectively, "O&M Claims"). Upon the receipt by either Party of a claim or other allegation, the County shall accept tender of any portion of the claim that may be fairly characterized as an O&M Claim. O&M Claims will be paid and handled, including defense of litigation, by the King County Risk Management Program under the County's established claims handling practices.

ii. The County shall not call upon the City to assume charge of the settlement or defense of any O&M Claim, but the City shall have the right and shall be given the opportunity, at its own expense, to associate with the County in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonable likely to involve a System Claim as defined in paragraph A of this Section 19.4.

iii. Workers' Compensation claims filed by County employees serving as Seattle Streetcar personnel will be handled by the County's self-insured Workers' Compensation program.

C. Joint Defense and Cooperation. The County and the City agree to associate in the defense and control of any claim, suit or proceeding that involves or appears to involve both System Claims and O&M Claims, and the Parties shall cooperate in the defense of such claim, suit, or proceeding. The City and County further agree to fully cooperate in the enforcement of any right against any third person or entity which may be wholly or partly responsible for any Systems Claim or O&M Claim or for any damage or impairment to any Seattle Streetcar asset.

19.5 Confidentiality.

A. The Parties acknowledge that materials and information, both written and verbal, may be generated by the claims management process and, under applicable law, may be kept confidential and privileged ("Confidential Materials"). Such Confidential Materials are presumed to include, but are not limited to:

- i. Statements of potential witnesses;
- ii. Legal advice, notes, or memoranda of legal counsel;
- iii. Information assembled and reports prepared by consulting and potentially testifying experts; and
- iv. Statements, documents, and information regarding preparation, strategy, and tactics for litigation or other dispute resolution process; or any of the foregoing.

B. The Parties intend by this Agreement to protect the privileged and confidential nature of any Confidential Materials to the extent permitted under the Public Records Act, RCW Ch. 42.56. Each Party agrees that all verbal and/or written Confidential Materials received by or from a Party shall be held in strictest confidence and shall not be given, shown, provided, communicated or otherwise disclosed to anyone outside of the City and the County without the express written consent of the Party from whom the Confidential Materials were received, except under a judicial order to disclose the materials. If either the City or the County receives a public disclosure request from a third party for Confidential Materials, the

recipient of the request shall immediately notify the other Party to this Agreement, who shall be entitled to bring a motion in court to oppose the request. The recipient of the request may also move to oppose the request but is not obligated to do so.

20.0 Hazardous Substances Indemnification.

20.1 City Indemnification. To the maximum extent permitted by law, the City shall indemnify, defend and hold harmless the County, its appointed and elected officials, officials, agents, and employees, against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against the County by a third-party, including without limitation, any agency or instrumentality of the federal government or state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines, penalties, or administrative proceedings arising out of or relating to the presence, release, or threat of release of a Hazardous Substance arising out of the design, construction, repair, modification, or demolition of the Seattle Streetcar system or its elements, or any of them, except to the extent caused by the act or omission of the County. The City's obligations under this Article 20.0 shall survive the expiration or other termination of this Agreement.

20.2 County Indemnification. To the maximum extent permitted by law, the County shall indemnify, defend and hold harmless the City, its appointed and elected officials, and employees, against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against the City by a third-party, including without limitation, any agency or instrumentality of the federal government or state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines, penalties, or administrative proceedings arising out of or relating to the presence, release, or threat of release of a Hazardous Substance arising out of the County's operation or maintenance of the Seattle Streetcar system or its elements, or any of them, except to the extent caused by the act or omission of the City. The County's obligations under this Article 20.0 shall survive the expiration or other termination of this Agreement.

21.0 Dispute Resolution. The City and the County agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising. Except as otherwise provided in this Agreement, the Parties shall use the following dispute resolution process.

21.1 Step One. The Parties' Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either

Party.

21.2 Step Two. If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the SDOT Director and the General Manager. The SDOT Director and the General Manager shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.

21.3 Prerequisite to Litigation. Neither Party may seek relief in a court of law until and unless the steps in Sections 21.1 and 21.2 are exhausted.

21.4 Mediation. If the Parties cannot resolve the dispute utilizing the process in Sections 21.1 and 21.2, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall share equally in the cost of the mediation. If additional parties participate in the mediation then each participant shall pay a share of the cost of the mediation, such share to be calculated by dividing the total cost of the mediation by the number of parties participating. Mediation shall not be a prerequisite to litigation.

21.5 Continued Performance. During the conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

21.6 Tolling.

A. The Parties agree that any statute of limitations or statute of repose shall be tolled during any dispute resolution process between them. The time that the statutes are so tolled shall be added to the time for bringing an action for each Party's claims under any federal or state law (whether statute or case law), including any state or federal code(s) of civil procedure or statute of limitations that are or may apply.

B. If either Party sues including, without limitation, to toll the statute of limitations as to a third party, the tolling agreement in Paragraph A of this Section 21.6 shall remain in effect for the duration of any conflict or dispute resolution process between the Parties.

C. The Parties agree that, notwithstanding the tolling agreement in Paragraph A of this Section 21.6, the Parties do not waive or release any statute of limitations or statute of repose defense that could be asserted.

22.0 Termination.

22.1 Default. If a Party defaults on any material obligation under this Agreement through no fault of the other Party, that other Party may terminate this Agreement by providing written notice to the defaulting Party, provided that, where

practicable, the terminating Party will give:

- A.** Written notice of intent to terminate no less than 180 days prior to termination, stating how the defaulting Party has failed to perform the obligations under this Agreement; and
- B.** An opportunity for the defaulting Party to cure the default within a specified time, not to exceed thirty (30) days, from notice of the intent to terminate. The notice of intent to terminate shall state the time within which cure is permitted and any other appropriate conditions.
- C.** If more than thirty (30) days is reasonably needed to cure a default then the defaulting Party may have more than 30 days to cure, so long as the defaulting Party shall have initiated a reasonable cure and diligently pursued it within the 30-day period following that Party's receipt of notice of intent to terminate.
- D.** If the defaulting Party fails to remedy the default or the breach to the reasonable satisfaction of the terminating Party within the time established in the notice of termination or any extension granted by the terminating Party, the Agreement shall be deemed terminated.

22.2 For Convenience. Either Party may terminate this Agreement, in writing, for its convenience, provided that the other Party will be given:

- A.** Written notice of intent to terminate no less than one hundred eighty (180) days prior to the intended termination date; and
- B.** Opportunity to consult with the Party initiating the termination prior to the termination date.

22.3 Activities upon Termination and Expiration.

- A.** The City and the County agree that upon expiration of the Term of this Agreement or upon earlier termination of this Agreement under this Article 22.0, the City and the County shall cooperate to develop a coordinated plan for terminating the services rendered until the time of termination, determining reasonable contract close-out costs for termination by the County, and accounting for and transfer of equipment provided by the City in the manner the City directs.
- B.** If the City terminates this Agreement based on a County default, the City shall compensate the County only for the services satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, with no payment for contract closeout costs under Section 22.3.C.

C. If the County terminates this Agreement based on City nonpayment of operations or maintenance costs or expenses due and owing, the City shall compensate the County for the services satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, together with the County's reasonable contract closeout costs. The County will add a late fee of five percent (5%) to its final invoice if not paid within sixty (60) days after the County delivers its final invoice. If the County's final invoice remains outstanding ninety (90) days after receipt, then the County will send it to collections.

23.0 General Provisions.

23.1 Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law or equity, except if this Agreement specifies that the rights and remedies provided herein shall supersede or replace the Parties' rights or remedies at law or equity. If either Party prevails in litigation regarding enforcement of the provisions of this Agreement against the other Party, then the prevailing party shall recover all fees, costs and expenses (including but not limited to attorney's fees and other legal costs) from the other Party.

23.2 No Joint Venture or Partnership. No joint venture or partnership is formed because of this Agreement.

23.3 No Third-Party Rights. This Agreement is solely for the benefit of the Parties hereto. It creates no right, privilege, duty, obligation, or cause of action or other remedy in any person or entity not a party to it.

23.4 Compliance with Laws.

A. In General. Each Party shall comply, and shall take reasonable steps to ensure that its employees, agents, consultants, contractors and representatives comply, with all federal, state, and local law, regulations, and ordinances applicable to the work or services for which that Party is responsible under this Agreement, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers' compensation requirements.

B. Licensing and Certification of Employees. Each Party shall comply, and shall take reasonable steps to ensure that its employees, agents, consultants, contractors and representatives comply, with all federal, state and local licensing, registration, filing and/or certification standards applicable to the work or services for which that Party is responsible under this Agreement, including but not limited to applicable accrediting standards and any other standards or criteria established by any state or

federal agency with jurisdiction over the Streetcar System or its component parts, equipment, or other elements.

23.5 Venue; Choice of Law. Any litigation between the Parties regarding this Agreement shall be brought in the Superior Court of King County in Seattle, Washington. This Agreement shall be governed by the law of the State of Washington, without reference to its choice of law rules or conflicts of law provisions.

23.6 No Employee Relationship. The Parties are independent contractors to each other. Neither Party is an employee or agent of the other. Employees, agents, consultants and representatives of one Party shall not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant or representative of either Party shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall release, indemnify, and hold the other Party harmless from any such claims.

23.7 Notice. Any notice permitted or required to be given by either Party to this Agreement shall be in writing and may be effected by certified or registered United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal delivery, to the Parties' Designated Representatives identified in **Appendix E**. The Parties may update their Designated Representatives or other points of contact by providing notice as required in this Section 23.7.

23.8 Waiver or Default. Waiver of any default under any provision of this Agreement shall not be deemed a waiver of any subsequent default and shall not be construed to be a modification of this Agreement.

23.9 Force Majeure.

A. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event.

B. A Party claiming relief based on a Force Majeure Event shall:

- i. Promptly notify the other Party in writing of the existence and nature of the Force Majeure Event;
- ii. Exercise all reasonable efforts to minimize delay caused by such Force Majeure Event;
- iii. Notify the other Party in writing of the cessation of such Force Majeure Event; and
- iv. Resume performance of its obligations under this Agreement as

soon as practicable thereafter.

C. Obligations to pay for services already provided shall not be excused by a Force Majeure Event.

D. If a Force Majeure Event destroys all or a substantial portion of the Seattle Streetcar, the City shall decide, in its sole discretion, whether to restore the damaged portions of the Seattle Streetcar, which restoration shall be at the City's sole expense. If the City elects not to restore the damaged portion of the Seattle Streetcar, then this Agreement shall terminate as to the damaged portion of the Seattle Streetcar. If the City elects to restore the damaged portion of the Seattle Streetcar, then the City shall provide notice to the County, and the County shall resume operations and maintenance of the restored Seattle Streetcar once restoration is complete. If this Agreement is terminated due to Force Majeure Event damage to a portion of the Streetcar System, the Parties shall not be released from any payment or other obligations arising under this Agreement as to any other portion of the Seattle Streetcar, and all terms and conditions that expressly survive the expiration or termination of this Agreement shall continue to apply as to the damaged portion of the Seattle Streetcar.

E. Notwithstanding anything to the contrary in this Section 23.9, if nonperformance due to a Force Majeure Event (or multiple Force Majeure Events) continues beyond two (2) consecutive calendar years, then either Party may terminate this Agreement as to all or a portion of the Seattle Streetcar upon thirty (30) days' notice to the other Party. Upon such termination the Parties shall close out this Agreement consistent with Section 22.3.

F. If this Agreement is terminated pursuant to Sections 23.9.D or E, then the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the Force Majeure Event or Events, and all terms and conditions that expressly survive the expiration or termination of this Agreement shall continue to apply as to the portion of the Seattle Streetcar subject to termination.

23.10 Assignment/subcontracting. Neither Party may assign or subcontract any interest, obligation, or benefit in this Agreement or transfer any interest in the same without prior written consent by the other Party.

23.11 Binding on Successors and Assigns. This Agreement, together with all appendices, exhibits and attachments now or hereafter made a part, shall be binding on the Parties hereto and their respective successors and assigns.

23.12 Severability. If any of the terms and conditions of this Agreement is

determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

23.13 Warranty of Right to Enter into Agreement. The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

23.14 Appendices Exhibits and Attachments. All appendices, exhibits and attachments referenced in and attached to this Agreement are incorporated by this reference.

23.15 Amendments and Modifications. This Agreement, and its appendices, exhibits and attachments may be amended by mutual agreement in the form of an amendment executed by the SDOT Director and the General Manager or such other officers as may succeed to the duties and powers of those offices.

23.16 Survival of Certain Provisions.

The Parties' rights and duties under the following sections shall survive any termination or expiration of this Agreement:

- Article 13.0 Audits
- Article 18.0 Indemnification
- Article 19.0 Insurance
- Article 20.0 Hazardous Substances
- Article 21.0 Dispute Resolution

23.17 Meetings. The Parties' Designated Representatives will meet at least semi-annually (once every six months) to discuss necessary changes or adjustments to this Agreement. Such discussions will include opportunities to improve the efficiency of the operation and maintenance of the Seattle Streetcar. Meetings may be in person or by telephone or other means.

23.18 Execution of Agreement. This Agreement may be executed in two counterparts, either one of which shall be regarded for all purposes as one original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the day and year set forth below their signatures.

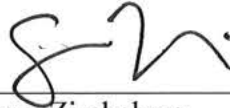
King County



Rob Gannon
General Manager
King County Metro Transit Department

Date: 18 DEC 2019

City of Seattle



Sam Zimbabwe
Director
Seattle Department of Transportation

Date: 12/2/19

Approved as to form:



Deputy Prosecuting Attorney

Date: 12/19/19

Appendix A

Definitions

Accident: An unexpected loss-causing event that results in a fatality, bodily injury, or property damage.

Capital Improvements: Non-routine repairs and replacement of Seattle Streetcar permanent structures.

Car History Book: A record maintained by the streetcar builder that shows all modifications to a streetcar during its construction, including quality control exceptions and their corrections.

Configuration Management: The control and documentation of changes that are made to the hardware, software, firmware, and documentation throughout the life of a system.

Electrification System: The overhead electrical wires and related infrastructure improvements (including but not limited to poles, trusses, brackets, crossovers, guy or tension wires, DC substations, utility cabinets or vaults, switches, transformers, capacitors, computerized monitoring equipment, turnbuckles and other hardware, etc.) used to provide or support power to ETB and/or streetcar services. Sometimes referred to as the Overhead Contact System (“OCS”).

Electric Trolley Bus or ETB: King County’s electric trolley bus system and all its component parts and related infrastructure, including but not limited to the ETB OCS, all as now existing or hereafter modified.

Force Majeure Event: Any delay resulting from any cause beyond a Party’s reasonable control resulting in the Party’s inability to perform its obligations under this Agreement. Force Majeure Events may include, but are not limited to: Acts of nature; accident, fire or explosions arising from causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, or terrorism; epidemic; strikes; delays resulting from legal or administrative challenge by persons or entities other than the Parties to this Agreement, and so forth. Force Majeure Events shall include extraordinary equipment failures (such as traction power substation failures) or acts or omissions of agents, suppliers, contractors or subcontractors of any tier, including but not limited to acts or omissions arising out of or relating to a Force Majeure Event as defined herein.

Hazardous Substances: Hazardous Substances means:

A. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or

B. Any dangerous waste, hazardous waste, or hazardous substance as defined in the following statutes as now codified or later amended:

i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. §9601 et seq.);

ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. §6901 et seq.);

iii. Hazardous Waste Management Act and Washington Model Toxics Control Act, (R.C.W. Chs. 70.105, and 70.105D);

iv. Federal Water Pollution Control Act, also known as the Clean Water Act, (33 U.S.C. §1251 et seq.);

v. Clean Air Act, (42 U.S.C. §7401 et seq.);

vi. Oil Pollution Act of 1990, (33 U.S.C. §2701 et seq.); or

vii. Hazardous Materials Transportation Act, (49 U.S.C. 5901 et seq.).

C. Any other pollutant, contaminants, or substances, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now codified or later amended.

Heavy Repair: A repair that is relatively so material in cost, repair time, or physical damages that management's involvement in the determination of the repair is necessary. Heavy Repair includes Overhaul and can be scheduled or can be unscheduled in cases such as an accident repair.

Joint Use Facility: Joint Use Facilities are structures or improvements integral to the operation of the Seattle Streetcar or the County's transit system and used by the Seattle Streetcar and by the County for its transit service, and potentially by other agencies or services. By way of example only, Joint Use Facilities may include utility and traffic signal poles, support wires, shelters or waiting areas and their amenities, and pedestrian improvements, but only to the extent the same are integral to the operation of the Seattle Streetcar and the County's transit system and used by the Seattle Streetcar and also by the County transit system and, potentially, other agencies or services. Joint Use Facilities do not include other municipal improvements not integral to the operation of the Seattle Streetcar and the County's transit system, such as sidewalks, curbs and gutters, street panels, catch basins and storm sewers, street pavement markings and finishes, etc.

Major Maintenance: Major Maintenance is work beyond the regular, routine upkeep of equipment to replace or repair the equipment in order to return a system to its intended use, prevent further damage, or make it compliant with new or existing laws or regulations. Major Maintenance includes Heavy Repairs and Overhauls.

Overhaul: Scheduled maintenance of larger systems to recondition the equipment in order to restore it to its original condition and extend its operating life. For example, rebuilding an air conditioner every five years or 250,000 miles would be an Overhaul.

Overhaul Cycle: The interval at which streetcars will be given an Overhaul.

Overhead Contact System or OCS: See definition of Electrification System.

Non-Revenue Vehicles: Vehicles other than streetcars used to support Seattle Streetcar operations and that do not carry passengers for fare, including but not limited to maintenance vehicles, wreckers or tow vehicles, staff transport vans, supervisor vehicles, etc.

Service Plan: A document developed by the City describing the streetcar service to be provided detailing the hours of operation, holidays, headways, special operations, and other details of the service.

Special Event: An event that requires a deviation from the normal operating routine of the Seattle Streetcar. These may include extended hours of service for holidays, anticipated delays due to parades or construction work, and the opening of new streetcar Lines.

System Safety Program Plan or SSPP or Public Transportation Agency Safety Plan or PTASP: A document developed by Metro Transit Division of the King County Department of Transportation describing its safety policies, objectives, responsibilities, and procedures.

Train-to-Wayside Communications or TWC: A system of digital communication between trains (streetcars) and equipment located along the wayside to route trains automatically to their destination and other uses.

Unusual Occurrence Report (“UOR”): A daily report prepared and sent by County personnel operating the Streetcar System to the City. The UOR typically includes entries regarding delays to service, incidents, mechanical failures, and other unusual events.

Appendix B

Operations and Maintenance Responsibilities Matrix

	Item	City	KCM	Section of Agreement	Schedule
1	Service Plan	D	S, C	3.2.G	
2	Arrange for required utility connections and service to Streetcar Facilities	D		5.1	
3	Intentionally Left Blank				
4	Provide all special tools and equipment needed by King County to perform duties under the Streetcar Agreement	D		7.2	
5	Provide and maintain equipment maintenance requirements and drawings to King County (Configuration Management)	D		7.4.A	
6	Provide configuration management of the OCS (only) in compliance with SDOT Configuration Management system		D	7.4.A	
7	Operating Plan	R, C	D, C	3	Annual
8	Incorporate Seattle Streetcar in Metro Transit System Security Plan		D	10.0	
9	Comply with regulatory requirements	D	D	3.1.B, 16.0, 23.4	
10	Hire and train staff		D	12.1.A	
11	Report on Achievement of Performance Standards		D	14.2	
12	Develop and implement operating and maintenance procedures		D	3.3, 7.0	
13	Maintain System Security and Emergency Preparedness Plan (SSEPP)	R	D	10.0	Annual
14	Maintain the All Hazard Response Plan (AHRP)		D	10.0	Annual
15	Maintain the Public Transportation Agency Safety Plan (PTASP)	R, A	D, A	9.1	Annual

Legend R = Review C = Collaborate S = Support D = Responsible for deliverable A = Approve

	Item	City	KCM	Section of Agreement	Schedule
16	Conduct emergency preparedness drills	S	D		
17	Prepare train schedules, operator runs and car assignments		D	8.1	
18	Prepare "Bus Bridge" plan		D	6.2	
19	Provide Non-revenue Vehicles		D		
20	Arrange lost and Found handling		D	8.1.B	
21	Develop media relations procedures		D	8.2	
22	Collect and report ridership and performance data		D	14.1	
23	Provide customer information, excluding platform signage	A	D	8.1	
24	Provide and maintain customer signage at platforms	D		8.1	
25	Media Relations regarding accidents, delays, and service changes		D	8.2	
26	Media Relations regarding construction, after Revenue Service Date – routes, fares, headways, etc., through its branded websites and social media platforms	D		8.2	
27	Pavement and pavement markings	D			
28	Traffic and train signs, signals, aspects displays	D		7.7.C	
29	Track Maintenance		D	7.5	
30	Advertising	D		5.2	
31	New Poles – joint use with traffic signals	D		7.8.B	
32	Joint Use Facilities	C	C	7.8.	
33	Track Drains		D		
34	Passenger Platforms and Furnishings (Not Platform Landscaping)		D		
35	Trash Can servicing at Platforms (First Hill only – 9 cans)		D		
36	Graffiti removal at all locations including TPSS's		D		
37	Rail Vehicle Maintenance		D	7.6	
38	Train-to-Wayside (TWC) equipment, train signal system controls and TWC equipment on streetcars		D	7.7.C	
39	Radios		D	7.7.D	
40	Cranes		D		

Legend R = Review C = Collaborate S = Support D = Responsible for deliverable A = Approve

	Item	City	KCM	Section of Agreement	Schedule
41	Phones and Networks		D		
42	Overhead Contact System (OCS)		D	7.7.A	
43	Poles – strain poles (including joint use ETB/OCS)		D	7.7.A	
44	Span wires		D	7.7.A	
45	Power Distribution (Substations) including Maintenance Facilities substations		D	7.7.A, 7.7.B	
46	Automatic Passenger Counting (Vendor Service Contract)		D	7.7.E	
47	Real-Time Arrival/Vehicle Tracking System (Vendor Service Contract)		D	7.7.E	
48	OMF Maintenance at First Hill and South Lake Union including custodial, general electrical, mechanical, fire alarms, lighting, HVAC, and landscaping		D	7.7.B	
49	Non-revenue Vehicle Maintenance		D	7.6	
50	Set, collect and enforce fares (The City may contract with the County to implement some or all of these responsibilities)	D		5.3.A	
51	CCTV South Lake Union		D		
52	CCTV First Hill	D			
53	Platform Ticket Machines	D			
54	ORCA equipment installation and maintenance		D	5.3.C	

Legend R = Review C = Collaborate S = Support D = Responsible for deliverable A = Approve

Appendix C

Performance Standards

The County shall demonstrate that it is achieving the specified requirements in the Agreement by achieving the following performance standards in a calendar month period unless otherwise noted.

Performance Area	Performance Standard	Goal
Preventive Maintenance Completed on Time	Percent of scheduled preventive maintenance performed on time.	$\geq 80\%$
On-Time Performance	Percent of scheduled stops less than 5 minutes early and no more than 7 minutes late.	$\geq 85\%$
Reliability	Service interruptions due to vehicle maintenance issues.	≤ 3
System Cleanliness	Completed streetcar interior cleanings daily (%) for streetcars in service.	100%
	Completed streetcar exterior cleaning 1 time per month per streetcar in service.	100%
	Completed interior detail 1 time per month for cars in service.	100%
Employee Injury/Illness on the job	Number of Employee On-the-Job Injuries per month (by incident)	≤ 1.00
Train Accidents	Number of accidents per 1,000 revenue hours	≤ 0.8
Operator Availability	Service interruptions due to Operator shortage.	≤ 2.0
Incidents/Accidents	All events not related to train accidents per 1,000 revenue hours (passengers and employees).	≤ 0.8
Platform Cleanliness	Completed regular platform cleaning as described in Metro Facilities Maintenance Plan.	100%

Appendix D

Seattle Streetcar Report List

	Item	Section of Agreement	Schedule
1	First Hill Base Activity Report		Monthly
2	South Lake Union Base Activity Report		Monthly
3	H-2 Maintenance Completed On-time Report - First Hill		Monthly
4	H-2 Maintenance Completed On-time Report - South Lake Union		Monthly
5	First Hill Insp./PM's Last Done and Next Due		Monthly
6	South Lake Union Insp./PM's Last Done and Next Due		Monthly
7	Streetcar Inspections Performed for Month		Monthly
8	Inventory Cost Report	15.2	Monthly
9	Service Delay Log	6.1.B	Monthly
10	Unusual Occurrence Report	6.1.A	Daily
11	Daily Operations Report		Daily
12	Accident/Incident Reports	6.1.C, D & E	Promptly
13	Preliminary Estimate of Baseline Cost, Revenue and Invoice amount	4.2.A	June 30 for following year
14	Estimate of Baseline Cost, Revenue and Invoice amount	4.2.B	Oct. 31 for following year
15	Final estimate of Baseline Cost, Revenue and Invoice amount	4.2.C	December 15 for following year
16	General Ledger Report		Monthly
17	Preliminary Baseline Reconciliation	4.4.A	March 31, Annual
18	Annual Report describing performance against the Performance Standards in Appendix C, and including final Baseline Reconciliation	4.4.B, 14.2	April 30, Annual
19	Ridership	14.1	Monthly
20	Operating Plan	3.3	Effective Date for initial version, then March 31, Annually

Appendix E

Points of Contact

Designated Representatives

City:	County:
Streetcar and Transit Corridors Manager Seattle Department of Transportation P.O. Box 34996 Seattle, WA 981240-4996 (206) 386-4012	Rail Division Director King County Metro Transit Department MS 901-MT-0450 901 5 th Ave Seattle, WA 98164-3856 (206) 477-6065

Contact Information for SDOT Director, General Manager, and Service of Notice

SDOT Director:	General Manager:
Director Seattle Department of Transportation P.O. Box 34996 Seattle, WA 98124-4996 (206) 684-5000	General Manager King County, Metro Transit Department MS KSC-TR-0415 201 South Jackson Street Seattle, WA 98104-3856 (206) 477-5911

Invoices.

County shall submit invoices to:

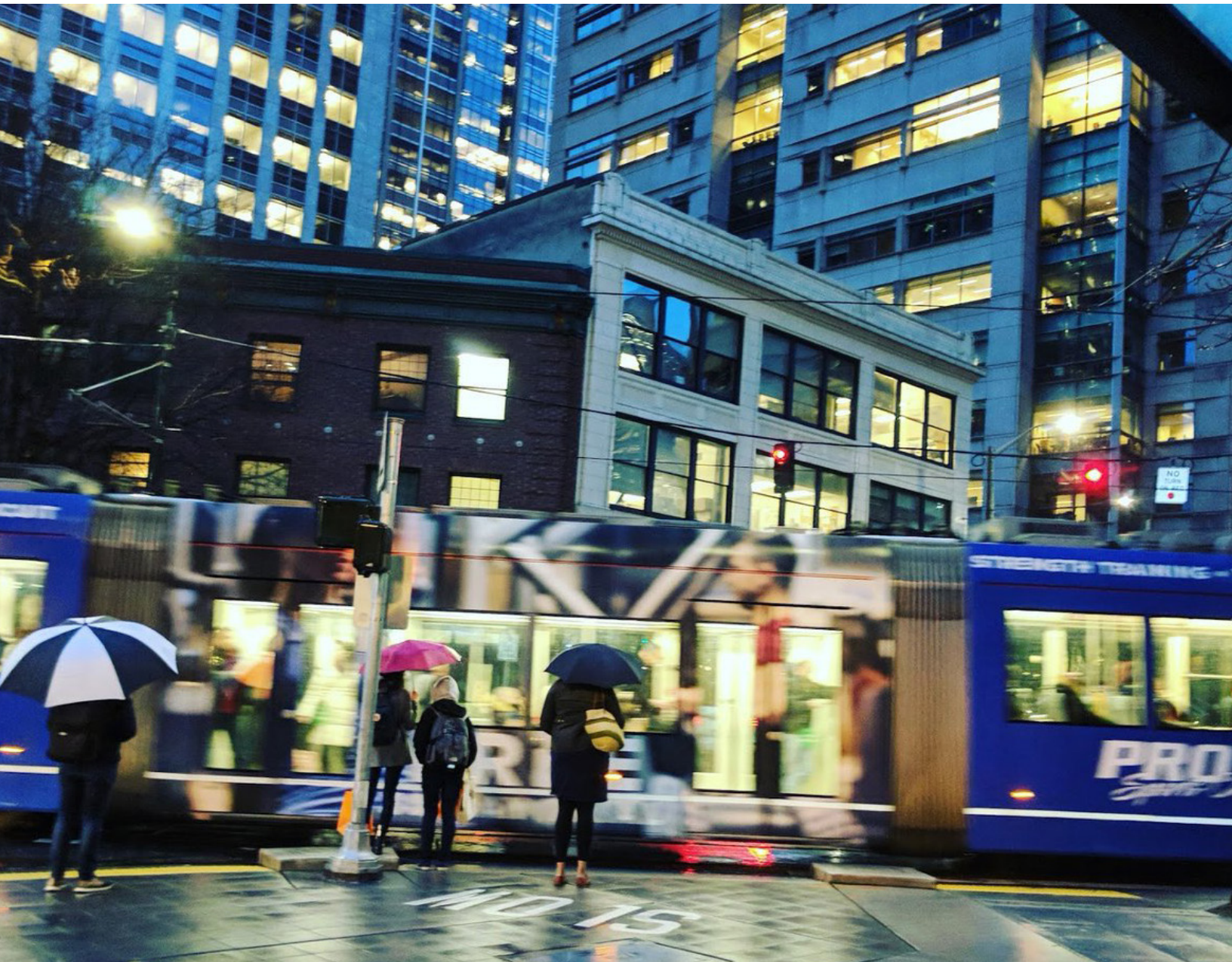
Seattle Department of Transportation
Accounts Payable
ATTN: Seattle Streetcar
PO Box 34996
Seattle, WA 98124-4996

Appendix F
Partnership Decal



Seattle Department of Transportation

2019 ANNUAL STREETCAR OPERATING REPORT



September 2020



Seattle
Department of
Transportation

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1. EXECUTIVE SUMMARY

This report reflects 2019 performance and financial metrics and does not capture the significant changes in ridership and operating status resulting from the COVID-19 pandemic. Those changes will be described in the 2020 Operations Report.

The Seattle Streetcar system consists of two separate, modern streetcar lines: the South Lake Union Streetcar (SLU), which opened in 2007, and the First Hill Streetcar (FHS), which opened in 2016. The system is owned and funded by the City of Seattle, which partners with King County Metro to serve as the operator of the system on the City's behalf.

Highlights from 2019 include:

Systemwide ridership continued to grow in 2019, driven by First Hill Streetcar

In 2019, ridership on the Seattle Streetcar continued to grow, exceeding 2018 ridership by 11%, or 182,000 riders. As in previous years, this growth was driven by substantial ridership growth on the FHS line, which exceeded 2018 ridership by 17%, or 193,000 riders. Ridership on the SLU line continued trends from previous years, remaining relatively flat, declining 2%, or 10,000 riders from 2018.

Fare revenue grew in 2019 on both lines

ORCA fare revenue, the primary source of fare revenue for the Seattle Streetcar, grew in 2019 by approximately 18%, or \$252,000 systemwide. This was driven by increases on both the SLU and FHS lines. ORCA revenue increased by 10% (\$62,000) on SLU and by 24% (\$190,000) on FHS in 2019. This increase in revenue appears to be driven in large part by a commensurate increase in ORCA usage. ORCA taps on SLU and FHS increased by 10% and 22%, respectively in 2019, outpacing ridership gains. Increased ORCA usage is likely due to many factors, which could include increased ORCA distribution through employers or transit agency programs.

City and County executed a new 5-year agreement for streetcar operations and maintenance

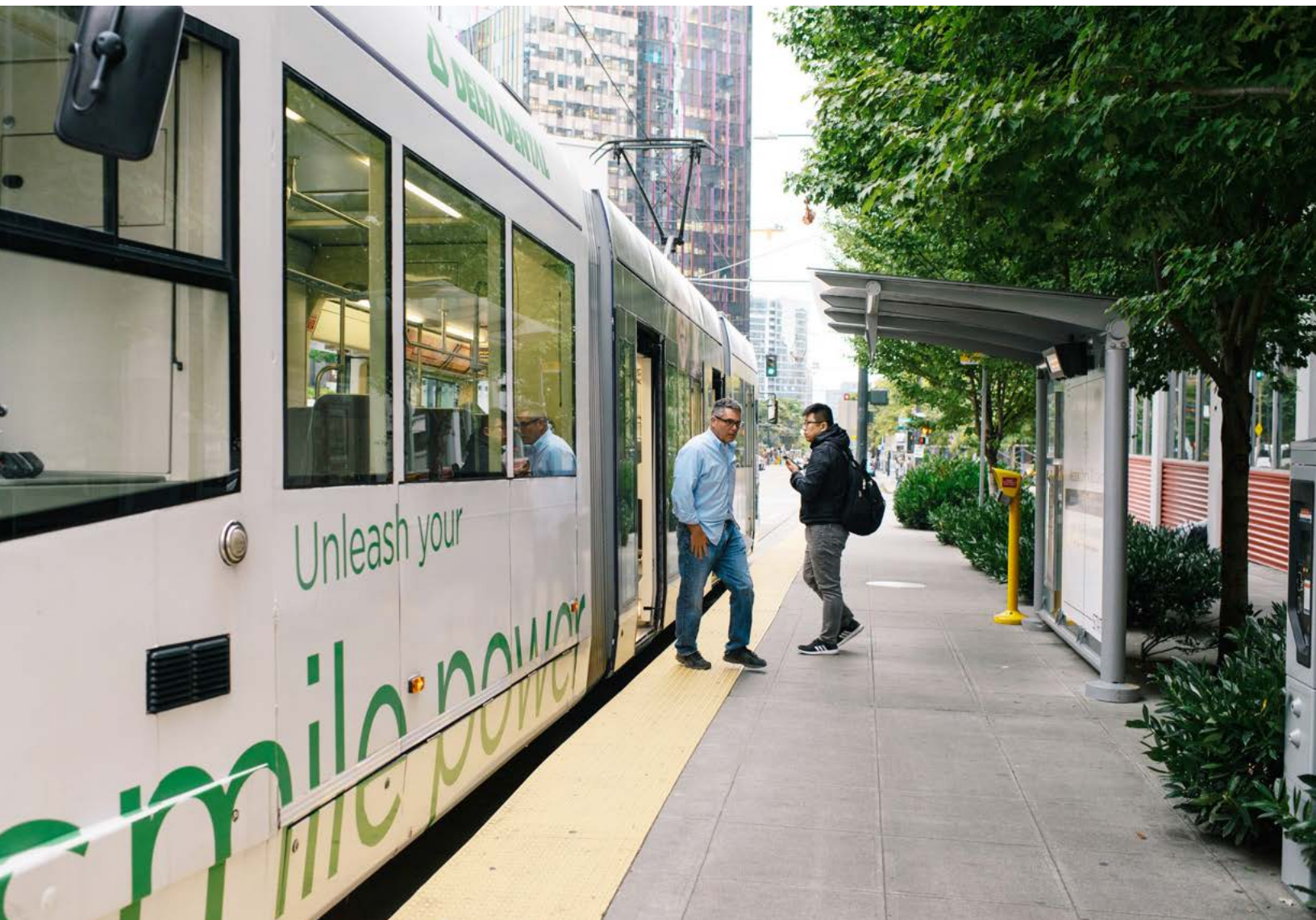
A year of cooperative negotiation between the City of Seattle and King County culminated in 2019 with the execution of a new Interlocal Agreement (ILA) for the operations and maintenance of the Seattle Streetcar. The new agreement replaces the expiring 2014 ILA and includes a number of improvements to the City-County relationship, including improved budgeting and invoicing procedures and more efficient maintenance by consolidating previously City-performed maintenance functions with King County.

SDOT Streetcar Operations staff prepared to implement new federal safety requirements

2019 saw new changes to federal requirements governing rail safety oversight. These changes require SDOT to assume new responsibilities in managing and planning streetcar safety; most notably, developing a Public Transportation Agency Safety Plan (PTASP). The new PTASP will work in conjunction with a similar plan from King County Metro and will be based on a Safety Management System (SMS) philosophy in accordance with the new federal requirements. Under the new requirements, SDOT was required to certify that it has adopted a PTASP by July 20, 2020. SDOT met this requirement in July 2020.

SDOT continued work on spot improvement projects to improve safety and reliability

SDOT's transit spot improvements program advanced work on several spot improvements to increase safety for bicyclists around streetcar tracks and to reduce congestion and streetcar travel time and increase reliability. Notable projects included delineation of the streetcar-only lane on northbound Terry Avenue between Thomas and Mercer Streets, as well as signage, street markings, and relocation of a bus zone along Yesler Way between Broadway and 14th Ave.



2. INTRODUCTION

2.1. ORDINANCE 124946

Ordinance 124946 requires the Seattle Department of Transportation (SDOT) to submit a report to the Chair of City Council's Sustainability and Transportation Committee (now City Council's Transportation and Utilities Committee) at least bi-annually on the operations of all operating streetcar lines. This requirement has been in place since December 2015.

Ordinance 124946 states:

*"The report shall include both performance metrics and financial metrics; and will include data for the past 5 years, estimates for the current year, and projections for the next 5 years. Performance metrics shall include ridership, farebox recovery ratio, productivity (riders per revenue hour), fare evasion, and reliability. Financial metrics shall include costs, including operating payments to King County, SDOT direct costs and contingency, and major maintenance expenditures; revenues, including farebox recovery, sponsorships and donations, grants and intergovernmental revenues; and actual use of funds from the Consolidated (Residual) Cash Pool*¹ for interim financing. Financial reporting shall identify variances from financial projections included in the Adopted Budget. The report shall include a narrative to describe any significant or operational policy changes and explain any significant variation from budgeted projections. SDOT may adjust the performance and financial metrics with the written concurrence of the Chair of the Transportation Committee, to reflect changes to reporting methods from King County or other sources of data. The report shall be submitted in writing to the Chair of the Transportation Committee."*

¹An interfund loan for streetcar operations is currently supported by the City's Transportation Fund. Legislation for the 2019-2020 Proposed Budget states that the loan is supported by the Move Seattle Levy Fund.

The Seattle Streetcar system consists of two separate, modern streetcar lines: the South Lake Union Streetcar (SLU) and the First Hill Streetcar (FHS). A project to expand and unify the system by connecting these two separate lines along First Avenue and Stewart Street, the Center City Connector, is currently paused.

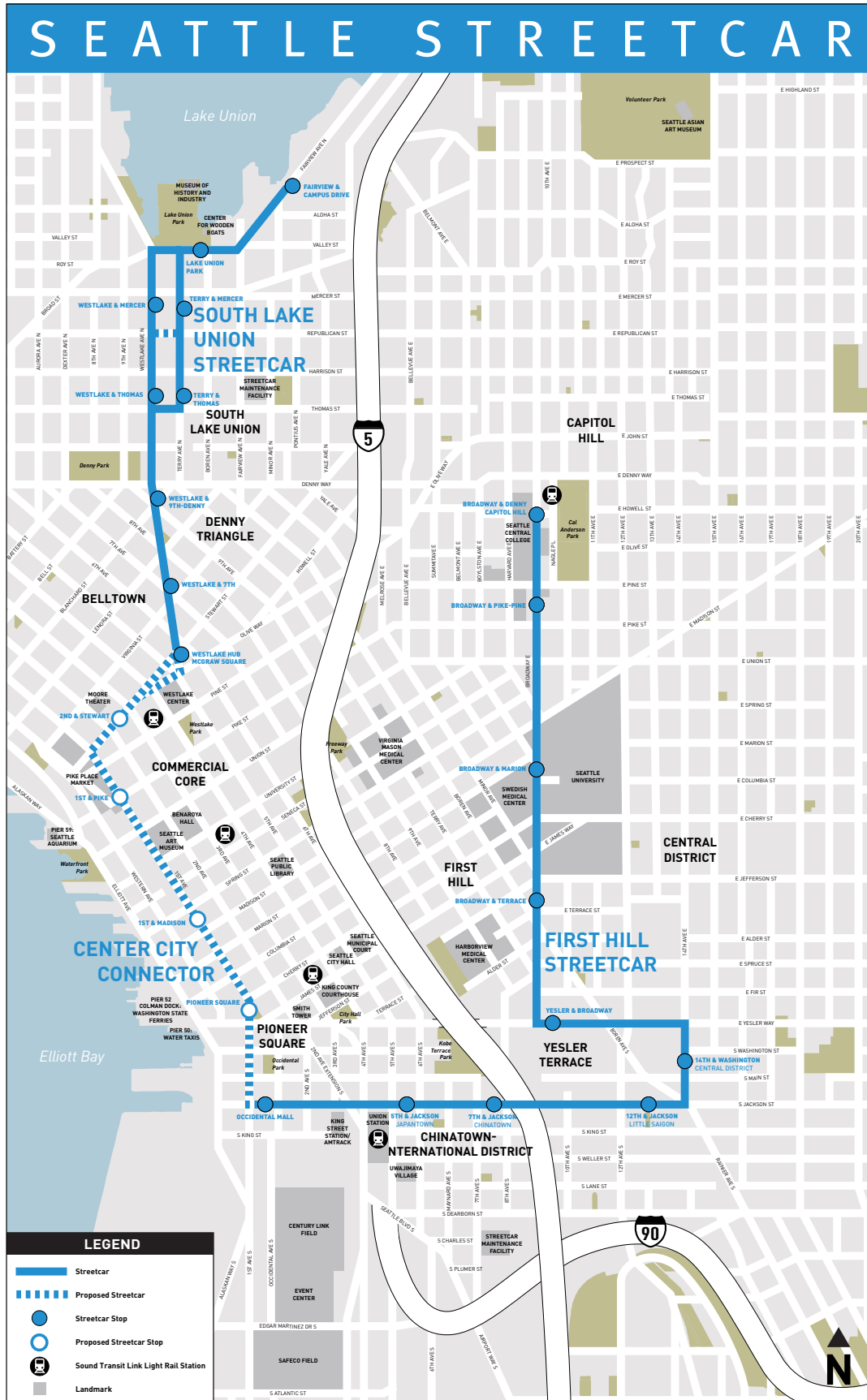
Figure 1 shows the South Lake Union and First Hill Streetcar segment alignments along with the Center City Connector.

2.2. SOUTH LAKE UNION STREETCAR

The South Lake Union (SLU) Streetcar was approved by the City Council in 2005 in response to efforts to develop the South Lake Union neighborhood into a biotechnology and biomedical research hub. The \$56.4 million line was funded nearly 50% by property owners along the alignment, via a capital Local Improvement District, and the remainder by federal, state, and local funds.

The SLU line is 1.3 miles long and operates through mixed traffic. The line is served by a fleet of four Inekon vehicles operating in mixed right of way and powered exclusively by an overhead contact system (OCS). SLU operates an average 10- to 15-minute service frequency most hours of the day it operates, seven days a week.

FIGURE 1 - SEATTLE STREETCAR SYSTEM MAP



The SLU line started operations on December 12, 2007. It conveniently connects thousands of jobs in the South Lake Union neighborhood to the downtown core and additional regional transit connections at the Westlake HUB. There are nine stops along the alignment leading to restaurants, retail, businesses and Lake Union's 12-acre waterfront park. The southern terminus at Westlake/McGraw Square is a block away from Monorail and Link Light Rail stations at Westlake Center. SLU is served by an Operations and Maintenance Facility (OMF) located at 318 Fairview Ave N.

2.3. FIRST HILL STREETCAR

The First Hill Streetcar connects major medical facilities, Seattle Central College, Seattle University, and mixed income communities to the King Street mobility hub. The First Hill Streetcar line was funded by Sound Transit. Due to high construction and engineering risks, Sound Transit removed the proposed First Hill station from the North Link preferred route in July 2005 and constructed a streetcar connection instead.

The First Hill Streetcar line is 2.5 miles long. It operates with six Inekon vehicles, provides an average 10- to 18-minute service frequency most hours of the day it operates, seven days a week. FHS is served by an Operations and Maintenance Facility (OMF) located at 848 7th Ave S. The line was funded as part of the Sound Transit 2 mass transit expansion ballot measure approved by voters in November 2008. It was approved by the Seattle City Council in December 2008. Sound Transit developed an interlocal agreement with the City of Seattle for the City to design and construct the transit line. Construction began in late April 2012.

The line opened with a soft launch on January 23, 2016, with two weeks of free rides until the grand opening on February 13, during the Lunar New Year celebrations in Chinatown- International District.

2.4. CENTER CITY CONNECTOR

The Center City Connector (C3) project is an expansion of the Seattle Streetcar system that will join the existing SLU and the FHS lines, creating new north-south connections from Stewart St. in Westlake to Jackson St. in Pioneer Square. The project is anticipated to be funded through a combination of local and federal funds, including a Federal Transit Administration (FTA) Small Starts grant.

SDOT has been advancing the C3 project since its inclusion in the 2012 Seattle Transit Master Plan and 2016 update.

In March 2018, SDOT paused all work on the C3 project pending an independent review of operating and capital costs led by the City Budget Office. In January 2019, Mayor Durkan announced that the results of the third-party analyses showed that the overall capital cost of the project had increased significantly from the budget passed in 2017. In August 2019, City Council authorized \$9 Million in funding to advance design and planning work to restart the C3 project. The Mayor also announced that she would work with community members, members of the City Council, transit partners, businesses, and stakeholders to move forward on the project. In September 2019, Mayor Durkan proposed a new tax on Transportation Network Company (TNC) trips, the proceeds of which will be used to close the capital shortfall. City Council approved the new TNC tax in December 2019.

SDOT continued working with the FTA to advance the City's Small Starts grant application for the project. This process requires extensive oversight review by FTA and has contributed to the extension of the timeline of the project.

As of June 23, 2020, this project is on hold. The decision to put a pause on this project, along with many others, is in response to the significant decline of revenues for the City and our funding partners related to the COVID-19 crisis. For the purposes of this report, future year projections include only SLU and FHS operations.

3. FINANCIAL METRICS

3.1. OPERATIONS & MAINTENANCE COSTS

Operations and maintenance costs for the Seattle Streetcar increased by a total of 7.5% in 2019. O&M costs for the FHS line increased by 8.6% and on SLU by 4.9%. In addition to budgeted cost increases, the larger increase on FHS reflects some high cost spare parts purchases in 2019, such as pantographs, which connect the streetcar to overhead wire. Additional spare purchases were initiated in 2019, such as traction control and battery units, as well as equipment required for upcoming scheduled maintenance overhauls.

Detailed financial metrics, including historic and projected operations and maintenance costs, can be found in Table 2 and Table 3.

3.2. REVENUE

ORCA revenue, the single largest source of fare revenue for the system, increased systemwide in 2019, by 18% (\$252,000). This increase was driven by increases on both the SLU and FHS lines of 10% and 24%, respectively. ORCA revenue per boarding in 2019 remained consistent with 2018, averaging \$1.53. This reflects the fact that streetcar has one of the highest transfer rates under the ORCA system, averaging 64% in 2019. This means that a high percentage of streetcar trips taken using the ORCA Passport product also involve other ORCA modes of transit (e.g., Metro bus, Link Light Rail). As ORCA Passport revenue for a given trip is shared between the modes of travel involved according to a complex formula, this high transfer rate translates to a lower revenue per boarding. This does suggest, however, that streetcar is being used frequently

in conjunction with other transit modes as part of the larger transit network.

Sponsorship revenue on the SLU line continued to be popular in 2019, with revenue increasing 10% over 2018. Systemwide, however, sponsorship revenue declined significantly, driven by a lack of sponsorship revenue on the FHS line. Sponsorship revenue comes from the sale of exterior streetcar vehicle wraps, interior signage, and station stop shelter wraps.

Metro and Sound Transit contributions to the SLU and FHS lines, respectively, continued to be the largest sources of streetcar revenue in 2019. The Sound Transit contribution to FHS of \$5.0 million annually concludes in 2023, while the Metro contribution to SLU of \$1.55 Million annually will continue for another five years through 2024 under the new Interlocal Agreement executed at the end of 2019.

Detailed financial metrics, including historic and projected revenues, can be found in Table 1 and Table 2

3.3. INVESTMENT IN STREETCAR OPERATIONS

Streetcar revenues do not fully cover operations and maintenance costs. As such, the City invests other transportation focused resources, such as Commercial Parking Tax and Street Use Fees, to maintain service levels. Table 1 shows the projected funding investments required by each streetcar line.

TABLE 1 - PROJECTED STREETCAR BALANCES AND INVESTMENT PER RIDER

	PROJECTED*						
	2019	2020	2021	2022	2023	2024	2025
Projected Streetcar Balances							
SLU Surplus/Deficit	(768,770)	(1,459,694)	(1,746,000)	(1,966,000)	(2,196,000)	(2,436,000)	(4,236,000)
FHS Surplus/Deficit	(3,091,840)	(3,395,201)	(3,820,000)	(4,290,000)	(4,780,000)	(10,290,000)	(10,820,000)
Total Additional Investment Needed	(3,860,610)	(4,854,895)	(5,566,000)	(6,256,000)	(6,976,000)	(12,726,000)	(15,056,000)
Operating Investment per rider							
SLU Projected Investment per rider	\$1.53	\$2.90	\$3.47	\$3.91	\$4.37	\$4.84	\$8.42
FHS Projected Investment per rider	\$2.29	\$2.44	\$2.66	\$2.90	\$3.14	\$6.56	\$6.70
Combined Operating Investment per rider	\$2.08	\$2.56	\$2.87	\$3.16	\$3.44	\$6.14	\$7.11

*Reflects pre-COVID-19 activity. COVID-19 impact has not yet been estimated and is not included here.

Nearly all public transit systems require some subsidy in addition to fares to meet operating expenses. The extent to which fare revenue covers operating expense is measured using the fare recovery ratio.

In 2019, farebox recovery ratios for SLU and FHS were 20% and 12%, respectively, despite increases in fare revenue. By comparison, Portland Streetcar fare recovery is reported at 14% for 2017 and 13% for 2018.² Sound Transit Link Light Rail fare recovery rate for 2017 is reported at 42% for 2017³ and 38.3% for 2018.⁴ It should be noted that Link Light Rail employs a robust fare enforcement program, while Seattle Streetcar does not have dedicated fare enforcement officers. King County Metro also employs dedicated fare enforcement officers for

Rapid Ride routes. King County Metro bus farebox recovery is reported at 27.3% for 2017.⁵ Tacoma Link streetcar operates fare free until 2022.

Metro Streetcar Operation Supervisors conduct fare inspection surveys on the SLU and FHS lines for approximately one hour per shift per day to collect data on fare payment. The Supervisor uses a smartphone equipped with the King County ORCA inspection application to scan ORCA cards and visually inspects paper tickets. The Streetcar Operations Base Chief compiles the daily reports generated by the Operations Supervisors and includes the results in monthly streetcar operations reports to SDOT. Based on this limited information, the rate of non-payment for SLU in 2019 was 7.1%, down from 8.5% in 2018. The rate of non-payment for FHS was 20.2% in 2019, down slightly from 20.5% in 2018.

²Source: Portland Streetcar 2018 Annual Report, https://storage.googleapis.com/streetcar/files/FNL_REV_Streetcar_Annual-Report-2018_Digital.pdf

³Source: Sound Transit December 2017 Service Performance Report, www.soundtransit.org/sites/default/files/december-2017-service-performance-report.pdf

⁴Source: Sound Transit December 2018 Service Performance Report, www.soundtransit.org/sites/default/files/documents/monthly-service-performance-report-201812.pdf

⁵Source: King County Metro, <https://kingcounty.gov/depts/transportation/metro/about/accountability-center/performance/financial/annual.aspx#metro-bus-farebox-recovery>



Given the minimal time allocated to this data collection activity, the number of surveyed passengers relative to ridership is small. In 2018, less than 1% of riders were surveyed on FHS, and only 1.3% were surveyed on SLU. Metro Supervisors are not authorized to issue citations for non-payment and do not collect data on the reasons for non-payment.

As a possible future activity, SDOT may consider additional data collection and surveying on the two streetcar lines to more fully understand fare payment behaviors and circumstances which may prevent riders from proper fare payment.

TABLE 2 - FIRST HILL STREETCAR FINANCIALS

	Historical			Adopted	Actual	Adopted	Projections *							
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
1	Costs	\$7,124,764	\$7,714,003	\$8,096,831	\$8,846,937	\$8,795,010	\$9,420,579	\$9,870,000	\$10,340,000	\$10,830,000	\$11,340,000	\$11,870,000	\$12,440,000	\$13,030,000
2	Operating & Maintenance	\$7,124,764	\$7,714,003	\$8,096,831	\$8,846,937	\$8,795,010	\$9,420,579	\$9,870,000	\$10,340,000	\$10,830,000	\$11,340,000	\$11,870,000	\$12,440,000	\$13,030,000
3	Metro/KCM	\$6,094,519	\$6,567,926	\$7,337,722	\$7,586,907	\$7,794,924	\$8,122,748	\$8,530,000	\$8,960,000	\$9,410,000	\$9,880,000	\$10,370,000	\$10,890,000	\$11,430,000
4	City	\$1,030,245	\$1,146,077	\$759,109	\$1,260,030	\$1,000,086	\$1,297,831	\$1,340,000	\$1,380,000	\$1,420,000	\$1,460,000	\$1,500,000	\$1,550,000	\$1,600,000
5	Revenues	\$5,863,760	\$5,919,349	\$6,256,893	\$6,364,425	\$6,029,463	\$6,025,378	\$6,050,000	\$6,050,000	\$6,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000
6	Sound Transit Contribution	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$-	\$-	\$-	\$-
7	Fares	\$736,406	\$769,349	\$846,077	\$1,047,861	\$1,029,463	\$925,378	\$930,000	\$930,000	\$930,000	\$930,000	\$930,000	\$930,000	\$930,000
8	ORCA	\$654,963	\$709,780	\$780,878	\$984,664	\$970,065	\$860,179	\$860,000	\$860,000	\$860,000	\$860,000	\$860,000	\$860,000	\$860,000
9	Pay Stations & Passes	\$81,443	\$59,569	\$65,199	\$63,197	\$59,398	\$65,199	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
10	FTA Funding	\$-	\$-	\$258,185	\$258,064	\$-	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
11	Grants – 5307/5309	\$-	\$-	\$-	\$258,064	\$-	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
12	Other	\$127,354	\$150,000	\$152,631	\$58,500	\$-	\$-	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
13	Sponsorship	\$127,354	\$150,000	\$152,631	\$58,500	\$-	\$-	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
14	Surplus/(Deficit)	\$(1,261,005)	\$1,794,654	\$(1,839,937)	\$(2,482,512)	\$(2,765,547)	\$(3,395,201)	\$(3,820,000)	\$(4,290,000)	\$(4,780,000)	\$(10,290,000)	\$(10,820,000)	\$(11,390,000)	\$(11,980,000)

*Reflects pre-COVID-19 Activity. Impacts of COVID-19 have not been estimated and are not included here.

TABLE 3 – SOUTH LAKE UNION STREETCAR FINANCIALS

	Historical					Adopted	Actual	Adopted	Projections						
	2013	2014	2015	2016	2017	2018	2019	2019	2020	2021	2022	2023	2024	2025	2027
1 Costs	\$2,857,984	\$3,094,273	\$3,130,465	\$3,027,802	\$3,369,119	\$3,612,215	\$4,211,265	\$3,788,077	\$4,356,803	\$4,560,000	\$4,780,000	\$5,010,000	\$5,250,000	\$5,500,000	\$6,034,630
2 Operating & Maintenance	\$2,857,984	\$3,094,273	\$3,130,465	\$3,027,802	\$3,369,119	\$3,612,215	\$4,211,265	\$3,788,077	\$4,356,803	\$4,560,000	\$4,780,000	\$5,010,000	\$5,250,000	\$5,500,000	\$6,034,630
3 Metro/KCM	\$2,683,116	\$2,725,742	\$2,798,008	\$2,852,740	\$3,022,833	\$3,154,660	\$3,625,795	\$3,410,686	\$3,753,769	\$3,940,000	\$4,140,000	\$4,350,000	\$4,570,000	\$4,800,000	\$5,292,000
4 City	\$174,868	\$368,531	\$332,457	\$175,062	\$346,286	\$457,554	\$585,470	\$377,391	\$603,034	\$620,000	\$640,000	\$660,000	\$680,000	\$700,000	\$742,630
5 Revenues	\$1,380,226	\$1,616,079	\$3,022,992	\$2,795,233	\$3,051,237	\$2,829,746	\$3,127,177	\$2,998,995	\$2,889,109	\$2,797,000	\$2,797,000	\$2,797,000	\$2,814,000	\$1,264,000	\$1,010,000
6 Metro/KCM Contribution	\$-	\$-	\$1,350,000	\$1,400,000	\$1,450,000	\$1,500,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$-	\$-
7 Fares	\$855,820	\$521,188	\$551,276	\$736,833	\$759,148	\$728,677	\$912,635	\$775,379	\$730,067	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000
8 ORCA	\$756,504	\$418,036	\$445,698	\$595,117	\$458,355	\$624,312	\$805,704	\$688,146	\$625,702	\$630,000	\$630,000	\$630,000	\$630,000	\$630,000	\$630,000
9 Pay Stations & Passes	\$99,316	\$103,152	\$85,578	\$141,716	\$100,793	\$104,365	\$106,931	\$87,233	\$104,365	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
10 FTA Funding	\$279,496	\$514,900	\$551,688	\$54,442	\$194,057	\$52,249	\$172,042	\$97,573	\$172,042	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
11 Grants – 5307/5309	\$189,185	\$348,035	\$545,578	\$54,442	\$194,057	\$52,249	\$172,042	\$97,573	\$172,042	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
12 Capital Improvement	\$90,311	\$166,865	\$6,110	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
13 Other	\$244,910	\$579,991	\$570,028	\$603,958	\$648,032	\$548,820	\$492,500	\$576,043	\$437,000	\$437,000	\$437,000	\$437,000	\$454,000	\$454,000	\$200,000
14 Sponsorship	\$244,910	\$512,986	\$324,082	\$300,618	\$337,692	\$192,500	\$255,500	\$211,723	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
15 318 Fairview Lease	\$-	\$67,005	\$89,340	\$89,340	\$89,340	\$127,320	\$-	\$127,320	\$-	\$-	\$-	\$-	\$-	\$-	\$-
16 Amazon Contribution	\$-	\$-	\$156,606	\$214,000	\$221,000	\$229,000	\$237,000	\$237,000	\$237,000	\$237,000	\$237,000	\$237,000	\$254,000	\$254,000	\$-
18 Surplus/ (Deficit)	\$1,477,758	\$11,478,194	\$1107,473	\$1232,569	\$1317,862	\$1782,468	\$1,084,088	\$789,082	\$11,467,694	\$11,763,000	\$11,263,833	\$12,213,000	\$12,436,000	\$14,236,000	\$15,024,630

4. PERFORMANCE METRICS

4.1. RIDERSHIP

Ridership on the Seattle Streetcar system grew significantly in 2019 due to major increases on the FHS line.

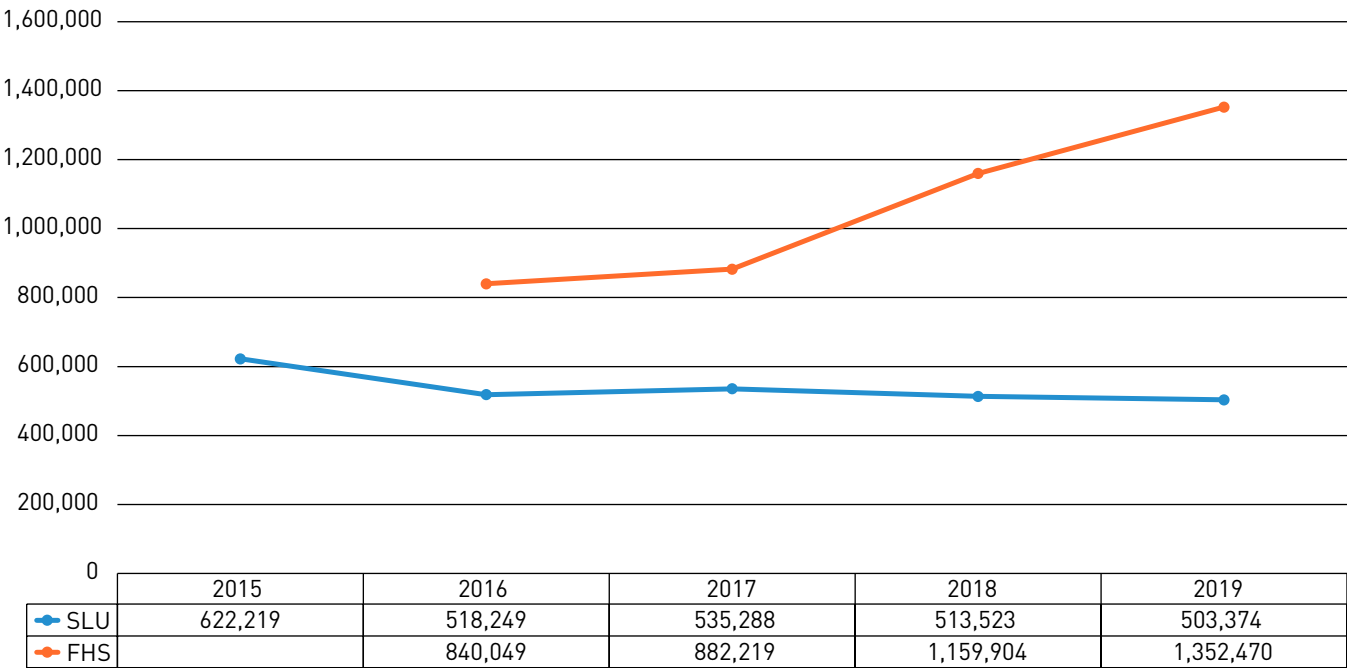
Ridership on FHS line (as reported by Metro to the National Transit Database) increased by 17% from 2018 to 2019. Ridership on the FHS totaled approximately 1,350,000 riders, an increase of approximately 190,000 over 2018. This continues a trend of robust ridership growth on the FHS since it opened in 2016.

Ridership on the South Lake Union line decreased by approximately 2% in 2019, with a total of approximately 503,000 riders. This total represents a decrease of approximately 10,000 riders from 2018. It should be noted that bus service through the South Lake Union

neighborhood began in 2016 and is among the higher ridership routes in the Metro system, providing frequent connection into South Lake Union. Installation of transit priority along Westlake Ave. benefitting streetcar service also benefitted parallel bus routes such as the RapidRide C and Route 40. In addition to increasing bus options, increased TNC activity and employer shuttle service provide competing transportation options as well as increased congestion, which negatively impacts streetcar speed and reliability, and may be factors contributing to SLU ridership declines.

Overall, these totals added up to a combined system-wide ridership of 1,856,000 riders, an increase of 11%, or approximately 182,000 riders, over 2018.

FIGURE 2 - SEATTLE STREETCAR RIDERSHIP (NTD REPORTED) 2015-2019



4.2. RELIABILITY

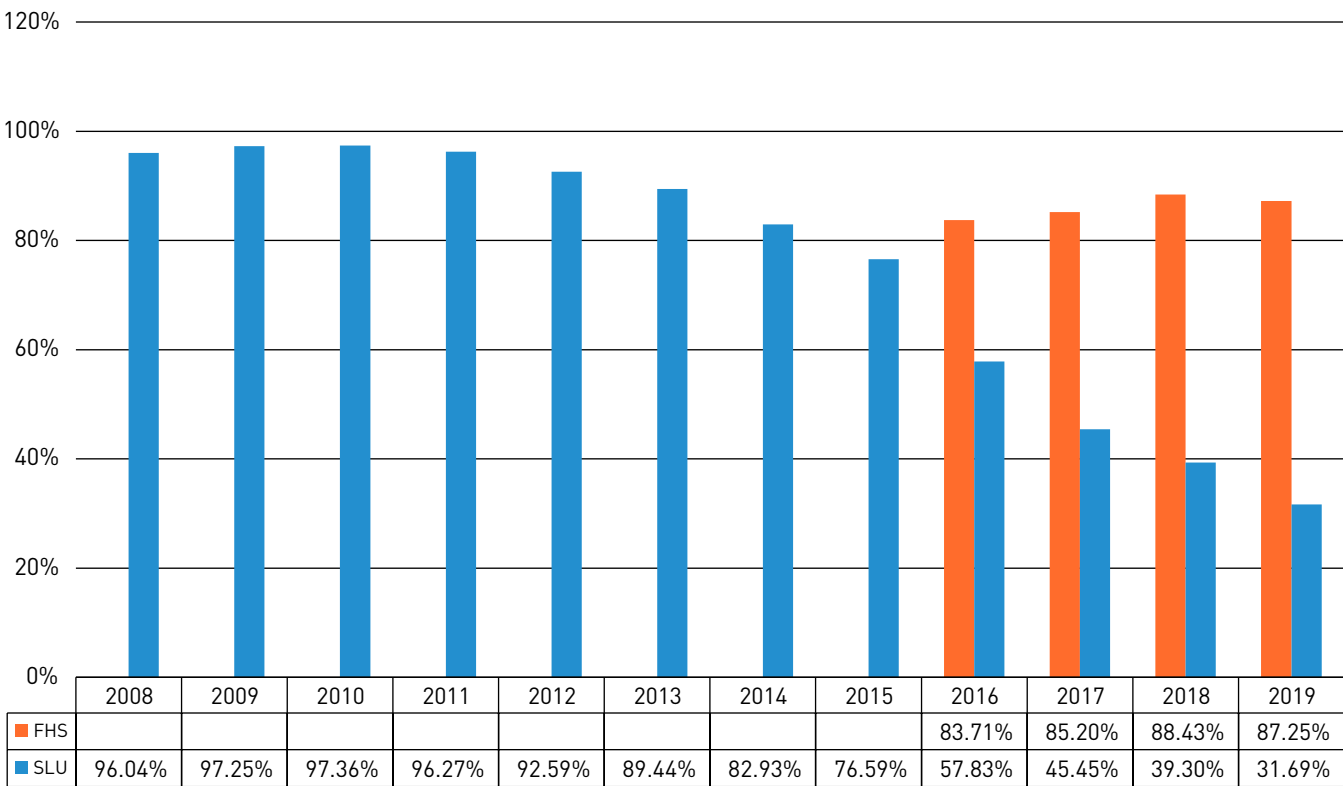
Reliability for the FHS line, as measured by On Time Performance (OTP), dipped slightly in 2019 from 88.43% to 87.25%, while OTP on the SLU line declined from 39.30% to 31.69%

Reliability is measured based on the arrival time of a given streetcar at designated points along the route between 7:00am and 7:00pm relative to the scheduled arrival time. A streetcar is “on-time” if it arrives within a window five minutes prior to or later than the scheduled time at the designated time point. Metro reports on-time performance to SDOT on a monthly basis. Figure 2 shows the average annual percentage of time each line was operating “on-time.”

While OTP for FHS has remained consistently high since its opening in 2016, OTP on SLU has declined steadily since 2011 and has dropped considerably over the past four years. SDOT is working with Metro to collect more data related to blockages and other issues affecting OTP. Anecdotally, it is believed that the recent dramatic increase in construction activity and traffic congestion in the South Lake Union neighborhood is a contributing factor to this decline. Section 4.4 below describes spot improvements undertaken in 2018 and 2019 to improve operations.

Historical and projected OTP for the streetcar can be found in Figure 3.

FIGURE 3 - ON-TIME PERFORMANCE 2008-2019





4.3. PRODUCTIVITY

Productivity on the SLU and FHS lines, as measured by riders per revenue hour⁶, increased in 2019. SLU operated approximately 12,000 revenue hours, serving 44 riders per revenue hour. FHS operated approximately 28,000 revenue hours, serving 50 riders per revenue hour.

4.4. PROPOSED OPERATIONS IMPROVEMENTS

In 2019, SDOT, through the Transit Spot Improvements program, pursued several spot improvements aimed at improving streetcar safety, speed and reliability. Many of these improvements were identified in a 2018 SDOT report to the Seattle City Council Sustainability and Transportation Committee on efforts to analyze and identify spot improvements aimed at improving streetcar speed and reliability. In 2018, SDOT also reported on efforts to identify improvements to increase safety around streetcar tracks for bicyclists. These improvements have focused on smaller scale improvements that would not require major capital work.

Table 6 shows planned and implemented improvements for 2018 and 2019.

⁶Revenue Hours are defined as the number of hours streetcars are operating scheduled service. This time does not include layover or deadhead time

TABLE 4 - FIRST HILL STREETCAR PERFORMANCE

	Historical				Estimated *					
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ridership	840,049	882,219	1,159,904	1,352,470	1,393,000	1,435,000	1,478,000	1,522,000	1,568,000	1,615,000
Farebox Recovery Ratio	10%	10%	10%	12%	13%	10%	9%	9%	9%	8%
Productivity (Riders/Revenue Hour)	32	34	41	49	50	52	53	55	56	58
"Fare Evasion"	7.5%	13.5%	20.5%	20.2%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Reliability (On-Time Performance)	84%	85%	88%	87%	87%	87%	87%	87%	87%	87%

*Reflects pre-COVID-19 Activity. Impacts of COVID-19 have not been estimated and are not included here.

TABLE 5 - SOUTH LAKE UNION STREETCAR PERFORMANCE

	Historical					Estimated					
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ridership	622,219	518,249	535,288	513,523	503,374	503,000	503,000	503,000	503,000	503,000	503,000
Farebox Recovery Ratio	18%	24%	23%	20%	22%	23%	17%	16%	16%	15%	14%
Productivity (Riders/Revenue Hour)	51	40	38	36	43	44	46	47	48	50	51
"Fare Evasion"	4.9%	4.4%	4.8%	8.5%	7.1%	8%	8%	8%	8%	8%	8%
Reliability (On-Time Performance)	77%	58%	41%	80%	80%	80%	80%	80%	80%	80%	80%

*Reflects pre-COVID-19 Activity. Impacts of COVID-19 have not been estimated and are not included here.

TABLE 6 - OPERATIONS IMPROVEMENTS

Line	Location	Proposed Improvement	Streetcar Benefit	Status
FHS	East Yesler Way (between Boren and 14th Avenues)	Yesler Way/Boren Avenue: restrict afternoon peak left turning vehicles (eastbound and westbound)	Reduce travel time between 20 and 50 seconds per trip during PM peak period	Completed in 2018
		Yesler Way/12th Avenue: restrict left turning vehicles		Completed in 2018
		Yesler Way/14th Avenue: Synchronize signal and improve stop bar visibility		Completed in 2018
FHS	South Jackson Street (between Occidental and 14th Avenues)	Transit signal priority at 2nd, 5th, and Maynard Avenues	Reduce travel between 40 and 70 seconds per trip during PM peak period	Completed in 2018
		Restrict on-street parking east of 12th Avenue		Completed in 2018
FHS	Yesler Way (between 14th Avenue and 12th Avenue)	Relocate bus zone and install protected bike lane	Separate bicyclists and Streetcar	In progress
FHS	14th Avenue (between Jackson and Yesler Way)	Relocate bicycle lane next to the curb and convert angled parking to parallel parking	Separate bicyclists and Streetcar	In progress
FHS	Broadway and Denny	Install left turn pocket for bicyclists	Separate bicyclists and Streetcar	In progress
FHS	12th Ave S and E Yesler Way	Install two stage left turn	Separate bicyclists and Streetcar	In progress
FHS	12th Ave S and E Yesler Way	Install a floating bus stop to separate bicyclists and from streetcar tracks	Separate bicyclists and Streetcar	In progress
FHS	10th Avenue S and E Yesler Way	Straighten the angle to lessen conflict with streetcar tracks	Separate bicyclists and Streetcar	In progress
SLU	Broad Street/ Westlake Avenue	Move stop bar back and install curb to prevent cars from using streetcar lane.	Reduce travel time by 2 minutes per trip during PM peak period	Project submitted for delivery on March 13, 2020. Expected delivery date: fall 2020
SLU	Terry Avenue (between Mercer Street and Thomas Street)	Northbound transit-only lane	Reduce travel time between 1 and 2 minutes per trip during PM peak period	Project nearly complete. Terry Avenue between Thomas and Harrison is waiting for construction to be cleared. Target date: fall 2020
SLU		Restrict eastbound left turns from Thomas Street to Terry Avenue		
SLU	Thomas Street @ Terry Avenue	Install advanced warning signs indicating the skewed track crossing for westbound cyclists. Install pavement marking that indicates the appropriate path of travel a cyclist should take at the rail crossing;	Improved bicycle and streetcar interaction	Completed in 2019
SLU	E Harrison @ Terry Ave N	Add shared-lane markings to the east lane on Terry Ave to direct cyclists away from the track lane and to alert motorists to the presence of bicycles. Install advanced warning signs indicating the skewed track crossing (for northbound and westbound cyclists). Install pavement markings that indicate the appropriate path of travel a cyclist should take at the rail crossings.	Improved bicycle and streetcar interaction	Completed in 2019
SLU	E Harrison @ Fairview	Install pavement markings alongside the curb for eastbound cyclists on Harrison St just east of the intersection at Fairview Ave to guide bicyclists across turning streetcar tracks at a safe angle. Add pavement marking to notify all road users that eastbound Harrison St is only one lane	Improved bicycle and streetcar interaction	Completed in 2019
SLU	Valley Street @ Terry Avenue	Replace westbound cross-bike markings with a more direct path. West of the signal (i.e., westbound on Valley St just past Terry Ave), move the beginning of the right turn pocket farther west, closer to Valley St & Westlake Ave.	Improved bicycle and streetcar interaction	Completed in 2019

5. OPERATIONS HIGHLIGHTS

5.1. GOVERNANCE STRUCTURE AND BUDGET OVERVIEW

The South Lake Union and First Hill Streetcar lines are owned by the City of Seattle and operated by King County Metro (Metro). This partnership, including respective roles and responsibilities, and funding commitments, is detailed in the 2019 Interlocal Agreement (ILA) between the City of Seattle and King County regarding the Seattle Streetcar.

The 2019 agreement was executed in December 2019 following a year-long negotiation between SDOT and King County to replace the 2014 Amended & Restated Interlocal Agreement (ILA) between the City of Seattle and King County regarding the Seattle Streetcar that was set to expire at the end of 2019.

The new ILA clarifies the budget and invoicing process with Metro to reduce the magnitude of year-end reconciliations. The new process calls for increased coordination early in SDOT and Metro budget cycles. Annual projections for operating expenses and revenues are based on historical actuals, rather than a schedule of estimated costs and revenues as seen in the previous ILA. This will allow Metro and SDOT to identify and attempt to account for any major changes to operating needs on an annual basis. Invoicing will occur monthly rather than quarterly. Further, the new ILA includes continuation of the County's annual \$1.55 million contribution to SLU operations until 2024. In addition, the new ILA consolidates certain operations and maintenance functions previously performed by SDOT into Metro operations and maintenance. These functions include station platform maintenance, facility maintenance for the First Hill OMF, and track drain maintenance.

SDOT Streetcar Operations staff includes the Streetcar Operations Manager, which is part of the Transit and Mobility Division. Metro, as operator of the system, employs approximately 58 operators, supervisors, and maintenance staff dedicated to streetcar operations. While nearly all operations and maintenance responsibilities reside with the County under the current ILA, SDOT is currently responsible for decisions regarding fare policy and enforcement.

In addition to revenues and expenses described in the ILA, the overall streetcar operations and maintenance budget includes revenue generated from the streetcar sponsorship program, Sound Transit contributions⁷, federal grants, and cash fares collected directly by SDOT from streetcar ticket vending machines. It also includes costs directly incurred by SDOT for such items as labor for program management and oversight, repairs, right-of-way maintenance, and other operations and maintenance activities not performed by Metro.

5.2. SAFETY & SECURITY UPDATE

The Seattle Streetcar is a Rail Transit Agency (RTA) subject to oversight by the Washington State Department of Transportation (WSDOT), which serves on behalf of the federal government as the State Safety Oversight Agency (SSOA) for the State of Washington. While many of the day-to-day responsibilities governing safety and security are administered by King County as the operator, the City of Seattle, as the owner of the system, and King County, as the operator,

⁷Under a separate Funding and Cooperative Agreement between Sound Transit and the City of Seattle for the First Hill Streetcar project, Sound Transit provides an annual contribution of \$5.0M to First Hill Streetcar operations and maintenance through 2023.

share responsibilities for compliance with the Washington State Rail Safety Oversight Program Standard (Program Standard).

The Seattle Streetcar System Safety Program Plan (SSPP) serves as the primary document for streetcar safety planning and compliance with the state program standard in 2019. Under the SSPP, the SDOT Director and Metro General Manager both serve as Accountable Executives for the system. Day-to-day safety administration for the streetcar is performed by King County Rail Safety and Streetcar Operations staff. These include incident investigation, development of the SSPP, and reporting to the National Transit Database (NTD).

In 2019, SDOT and Metro worked cooperatively with WSDOT on several safety compliance activities. In early 2019, SDOT and Metro completed the WSDOT Triennial Audit of the SSPP. In May 2019, SDOT and Metro submitted the required annual update to the SSPP for WSDOT approval, which was approved by WSDOT in June 2019.

In 2020, SDOT Streetcar Operations staff will be continuing the required internal audit of the SSPP. SDOT staff have also been active in reviewing and commenting on WSDOT's forthcoming revision to the WSDOT Program Standard, expected in spring 2020.

5.2.1. CHANGES TO STREETCAR SAFETY MANAGEMENT

On July 19, 2019 the Federal Transit Administration's (FTA) Public Transportation Agency Safety Plan final rule (49 CFR Part 673), as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21), became effective. The final rule makes major changes to the safety requirements and responsibilities of rail transit agencies, the largest of which requires

the Seattle Department of Transportation (SDOT) to develop a Public Transportation Agency Safety Plan (PTASP) based on Safety Management System (SMS) principles and methods. SDOT must certify that it has a PTASP meeting the requirements of the rule by July 20, 2020 or risk losing eligibility for federal funding. SDOT met this requirement in July 2020.

The new federal guidance expands SDOT's role in safety and security management for the Seattle Streetcar. Under the new 49 CFR Part 673 requirements, SDOT must develop its own PTASP, which will replace the SSPP. SDOT streetcar operations staff have been working closely with King County Metro and WSDOT to draft a PTASP that meets the 49 CFR Part 673 requirements by the July 2020 deadline. In general, KCM will continue to be responsible for daily operations and maintenance activities. Additionally, KCM's safety unit will continue to perform most of the safety related duties for day-to-day functions including accident notification, reporting, and investigation.

SDOT will continue to be responsible for the administrative functions related to streetcar. These duties include managing the annual budget, all decision-making regarding system expansions (including capital and safety certification), safety oversight, and internal safety auditing. SDOT is also the owner of the Transit Asset Management Plan (TAMP) and is the owner of the streetcar configuration management and change control process.

Under the new rule, the PTASP establishes the SDOT Director as the Accountable Executive for the Seattle Streetcar and requires the establishment of a Streetcar Chief Safety Officer (CSO) within SDOT, responsible for overseeing implementation of the PTASP. The CSO must report to the Accountable Executive and be certified under the Transportation Safety Institute's Transit Safety and Security Program (TSSP).



The Seattle Department of Transportation
700 5th Avenue, Suite 3800
PO Box 34996
Seattle, WA 98124-4996
(206) 684-ROAD (7623)
www.seattle.gov/transportation



Seattle
Department of
Transportation

9.2020

Amended and Restated
Monorail System Concession Agreement
by and between
Seattle Monorail Services, LLC
and
The City of Seattle

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**AMENDED AND RESTATED
MONORAIL SYSTEM
CONCESSION AGREEMENT**

THIS AMENDED AND RESTATED MONORAIL SYSTEM CONCESSION AGREEMENT is made between **THE CITY OF SEATTLE** (the "City") operating through its Seattle Center Department (the "Seattle Center") and its Director of Seattle Center ("the Director") and **SEATTLE MONORAIL SERVICES, LLC**, a Washington limited liability company organized and existing under the laws of the State of Washington (the "Concessionaire") and effective as of October 7, 2019 (the "Effective Date"). In consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings given in this section.

- A. Agreement** means this Amended and Restated Concession Agreement.
- B. Approval or Approved**, whether or not capitalized, means the prior written consent of a party hereto or a designated representative thereof. Except as otherwise expressly provided herein, any approvals hereunder shall not unreasonably be withheld, conditioned, made or delayed.
- C. Armory** means the multi-use office, food and entertainment facility known as the "Seattle Center Armory" located on the Seattle Center campus and connected to the Seattle Center Monorail Station by an existing pedestrian bridge. If the name of the Armory is changed during the Term, all references in this Agreement to the "Armory" shall be deemed to refer to the re-named facility.
- D. Capital and Major Maintenance Program (CMMP) Expenses** means all costs and expenses incurred in the course of developing and updating the CMMP, and planning, providing or managing a Capital Improvement and/or Major Maintenance project that is identified in the rolling five year Capital and Major Maintenance Program plan and such expenses are Approved by the City.
- E. Capital and Major Maintenance Program (CMMP) Plan** means the rolling five-year plan cooperatively prepared by the City and the Concessionaire which identifies, sequences, and prioritizes current, future and potentially emergent Capital Improvement and Major Maintenance projects, including FTA eligible improvements, needed by the Monorail System, as amended from time to time and more completely described under Section XIII.B. Projects included in the plan generally are intended to enhance the function and operation, add to the value of or extend the useful life of the

Monorail System, improve the attractiveness of the Monorail System to users and the general public, and/or improve Monorail System operational, mechanical or financial performance.

F. Capital Improvement(s) means those physical alterations that substantially add to the value or appreciably prolong the useful life of the Monorail System. Alterations in this category will generally be included as part of the CMMP unless otherwise provided in this Agreement or mutually agreed between the parties.

G. City Concession Fee is defined in Section VI B.

H. City Coordinator(s) means the Director's designee(s) responsible for administering the Agreement for the City, including coordinating with the Concessionaire regarding the Concessionaire's responsibilities described in this Agreement and reviewing/approving the Concessionaire's annual budget.

I. City Services Fund means a separately maintained fund identified in Sections XII G. and H. to be used to reimburse the City for certain costs at the Seattle Center Station or on the Monorail System.

J. Common Areas means those portions of the Seattle Center campus, as now or hereafter constituted, designated by the Director for use by the general public in common with all other users and visitors of Seattle Center including without limitation, parking lots and garages, walkways, seating areas, public restrooms, landscaped areas, public stairs, ramps, escalators and shelters, subject to such general rules, regulations, and hours as the Director may from time to time establish.

K. Concession means the rights granted to the Concessionaire to operate and maintain the Seattle Center Monorail and to engage in ancillary marketing and revenue generating activities as provided in this Agreement.

L. Concessionaire's Management Fee means 5% of Concessionaire's Operating Revenues.

M. Concessionaire's Operating Revenues means the revenues and income of the Concessionaire from conducting transit business in, on or from the Monorail System pursuant to this Agreement including, but not limited to:

1. all Ridership Revenue, including all ORCA revenue earned during the Term under the ORCA Affiliate Agreement or remitted following completion of the Term;
2. all income received by the Concessionaire from any third-parties or entities for the use or occupation of any portion of the Monorail System for passenger travel or for events or for extended operating hours or as payment in lieu of passenger travel, including but not limited to revenue received from the Bill and Melinda Gates

Foundation for modified opening and closing times and rider fares; and

3. for Contract Years 2015-2019, all income received by the Concessionaire from any other person or entity acting on behalf of Concessionaire and generated from the retail or wholesale sale of food, beverage, or merchandise, of any kind whatsoever, for cash, barter, exchange or credit (regardless of collections) on, from, or at any place on the Monorail System;

4. for Contract Years 2015-2019, all income derived by the Concessionaire during the Term from marketing, promotion, advertising, or sponsorship arrangements using or referring, in any way, to the Monorail System or any portion thereof and derived from any Private Asset of the Concessionaire; and

5. all interest income from Concessionaire's cash holdings.

The term "Concessionaire's Operating Revenues" shall not include (a) federal, state or local excise, sales, use, ticket, or other similar taxes collected from patrons based on gross receipts or admissions; (b) insurance proceeds other than proceeds to compensate for loss of Concessionaire's Revenues; (c) the proceeds of any financing or capital contributions to the Concessionaire; (d) income or reimbursement to Concessionaire or its partners or affiliates pursuant to any separate contract for Capital Improvements or Major Maintenance set forth in a separate contract with the City, such as those set forth in Section XIII; or (e) the gross receipts of subconcessionaires or licensees (other than that portion thereof received by the Concessionaire), or (f) Non-Fare Revenue beginning Contract Year 2020.

N. Consumer Price Index (CPI-U) means the CPI for All Urban Consumer Items, Seattle-Tacoma Metropolitan Area using the base 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor. If there is a change in the index base or other modification of the index, the City shall apply whatever conversion factors are necessary to establish an adjusted CPI-U base that produces the percentage increase in the CPI-U for each annual period that would have been produced had no change been made in the index by its publisher. If the CPI-U index is discontinued, the Director shall select a similar index that reflects consumer price changes.

O. Contract Year means each individual calendar year during the Term. The first Contract Year begins January 1, 2015 and ends December 31, 2015.

P. Default shall have the meaning set forth in Section XXXI.

Q. Director means the Director of the Seattle Center Department or his/her designee.

R. Effective Date is defined in Article II.

S. Emergency Maintenance Emergency Maintenance repair refers to those maintenance actions which must be performed to correct conditions caused by random events such as accidents, severe weather or unexpected equipment failure. As such, Emergency Maintenance cannot be scheduled by time interval, predictable occurrence, or failure rate, but must be performed promptly in response to developing situations.

T. FTA means the United States Federal Transit Administration.

U. General Manager means the employee or agent designated by the Concessionaire under Subsection X.C.4 to be responsible for managing the Concessionaire's responsibilities and resources as described in this Agreement and for coordination of same with the City during the Term, regardless of the that individual's internal working job title.

V. Include, and **including** whether capitalized or not, shall be treated as introducing non-limiting examples.

W. Irrevocable Marketing Account (IMA) means the reserve account funded in Contract Years 2015 through 2019 by the monthly accrual of six-tenths of a percent (0.6%) of Ridership Revenue, or \$25,000 per year, whichever is greater, to be used as further described in Section IX, for mutually agreed upon joint Monorail – Seattle Center marketing campaigns.

X. Irrevocable Renewal Account (IRA) means the reserve account funded by a monthly accrual of a percentage of Ridership Revenue plus interest earnings on all cash balances net of banking expenses. The purpose of the IRA is to fund and leverage or facilitate other funds or financing for capital improvements as further described in Section VIII, for substantial train refurbishment, emergency maintenance, or for other Monorail System Capital Improvements or Major Maintenance, as mutually agreed to by the parties and generally reflected in the Capital and Major Maintenance Program plan.

Y. Major Maintenance means those activities that pertain to system-wide refurbishment or renewal of key system components and/or subsystems that improve attractiveness, operational, mechanical and/or financial performance of the Monorail System. Activities in this category will generally be made as part of the CMMP. If activity is limited in scope and necessary for the continuing operation of the Monorail System, it will be undertaken as part of the Ordinary Maintenance program.

Z. Monorail System means the facilities, equipment, and areas described in Section III.A., and made available to the Concessionaire for use under this Agreement.

AA. Net Operating Income means Concessionaire's Operating Revenue minus Operating Expenses during each Contract Year.

BB. Non-Fare Revenue means all income received by the Concessionaire

pursuant to the rights granted under this Agreement, other than Concessionaire's Operating Revenue:

1. all income received from any other person or entity acting on behalf of Concessionaire and generated from the retail or wholesale sale of food, beverage, or merchandise, of any kind whatsoever, for cash, barter, exchange or credit (regardless of collections) on, from, or at any place on the Monorail System; and

2. all income derived by the Concessionaire from marketing, promotion, advertising, or sponsorship arrangements using or referring, marketing to tour group promoters or other tourist market distribution channels, use of the Monorail by film companies in exchange for publicity or fees, after hours rental of the Monorail for non-transit purposes, merchandising, licensing, vending, promotional rights with respect to the SMS Monorail logo as currently designed or modified in the future.

CC. Non-Fare Revenue Expense means all direct costs associated with generating Non-Fare Revenue, including but not limited to: (i) administrative and management staff dedicated to generating Non-Fare Revenue, including labor associated employee benefits; (ii) marketing and sales, agents and consultants, including commissions, materials, fulfillment and servicing, legal and accounting fees; (iii) that portion of administrative, management and staff labor time, including associated employee benefits, assigned to perform tasks related to generating Non-Fare Revenue; (iv) equipment acquisition, maintenance and repair, programming, licensing and content development for all Non-Fare Revenue Signage; and (v) the unamortized cost of acquisition and installation of Operational Signage, if any, transitioned to Non-Fare Revenue Signage. Non-Fare Revenue Expense does not include labor costs associated with the General Manager's coordination of the efforts of others generating Non-Fare Revenue with operation of the Monorail System.

DD. Non-Fare Revenue Signage means all Monorail system signage, including digital and electronic signage that is not Operational Signage. Signage purposes include but are not limited to sponsorship recognition, logo display, advertising, and promotional uses. Sign content may be for solely non-fare revenue purposes or include both non-fare revenue and Operational Signage purposes.

EE. Operating Expenses means all costs and expenses necessary and incurred by the Concessionaire in the course of operating, maintaining, marketing the Monorail System for transit use, and providing overall administration and management of the Monorail System. Operating Expenses include, but are not limited to, the following:

1. All utility fees and charges;
2. All wages, salaries and other labor costs, including taxes, insurance, retirement, medical and other employee benefits paid to the Concessionaire's employees and administrative personnel in connection with the Monorail System's operation,

excluding CMMP Expenses and the labor costs of any person having an ownership interest, or representing an owner, in Seattle Monorail Services, LLC.

3. Fees, charges and other costs, including training costs, consulting fees, legal fees other than fees incurred in disputes between the City and Concessionaire, and accounting fees, of all independent contractors engaged by the Concessionaire in connection with the ordinary course of business of the Monorail System;

4. All local and state taxes, including but not limited to public utility taxes, business taxes and leasehold excise tax, imposed or incurred in connection with the Monorail System (excluding any federal income taxes);

5. The costs of fire, public liability and property damage insurance and all other insurance carried by the Concessionaire under this Agreement;

6. For Contract Years 2015 through 2019 only, all marketing costs, including accruals to the IMA, then beginning in Contract Year 2020, only those marketing costs associated with generating Concessionaire's Operating Revenues. Marketing costs intended to generate both Concessionaire's Operating Revenues and Non-Fare Revenues shall be a Non-Fare Revenue Expense;

7. All accruals to the City Services Fund;

8. All accruals to the IRA;

9. The Concessionaire's Management Fee.

10. The aggregate of all costs and expenses incurred by the Concessionaire in the course of providing or making provisions for all Ordinary Maintenance on the Monorail System, exclusive of costs for developing, performing and implementing the CMMP. These expenses include:

a. Maintenance training, maintenance plan programming, and record keeping of the Monorail System by the Concessionaire's staff;

b. The actual direct cost of parts and supplies, together with transportation or shipping charges and applicable sales or use taxes;

c. The costs of independent contractors who provide goods and services in connection with Ordinary Maintenance, including any applicable tax;

d. Equipment rented or purchased by the Concessionaire and used in connection with providing Ordinary Maintenance including any applicable tax, insurance, and cost of maintenance;

e. Street tree trimming costs;

f. Electrical vault and breaker maintenance costs, whether provided by the Concessionaire or by a third party by agreement with the City;

g. Any other expense or cost reasonably and necessarily incurred in connection with providing Ordinary Maintenance;

11. All costs associated with providing necessary operating capital in the event operating funds need to be augmented to meet cash flow requirements, including but not limited to interest and loan fees.

12. The City Management Fee under Section VI.D.

13. All costs associated with the 1987 Monorail Operating and Easement Agreement with Westlake Center Associates LLC, as amended, except those costs that are a Westlake Improvement Expense.

14. All other reasonable and actual operating, administration and management expenses incurred by the Concessionaire in connection with operation and management of the Monorail System in accordance with this Agreement, except any Late Fees as described in Subsection VI.G.2.

15. Beginning January 1, 2022, all fees and costs incurred by the City under the ORCA Affiliate Agreement for the Monorail System's participation in ORCA.

16. Westlake Improvement Expense as further described and limited under Subsection XIV.B. and illustrated in Exhibit G.

"Operating Expenses" shall not include any CMMP Expenses funded by the City or the IRA. Beginning January 1, 2020 "Operating Expenses" shall not include Non-Fare Revenue Expenses.

FF. Operational Signage means all Monorail System signage, including digital and electronic signs, used solely for operation of the Monorail System. Signage purposes include but are not limited to fare and rate, directional, Monorail System information, Monorail train schedules, safety, and ADA, FTA and other legally required information.

GG. Operational Signage Expense means all of the cost of acquisition, installation, maintenance and repair, programming, licensing and content development of Operational Signage.

HH. ORCA means the One Regional Card for All fare payment system that will

be utilized as fare payment method for transit on the Monorail according to the terms of the Affiliate Agreement. ORCA includes any replacement or successor system implemented by the ORCA Agencies.

II. ORCA Affiliate Agreement or Affiliate Agreement means the Agreement for Use of ORCA System by an Affiliate dated September 9, 2019 between King County Metro and the City establishing the terms and conditions under which the Monorail System will participate in the regional ORCA fare collection program, which is attached as **Exhibit E** and managed by Seattle Center.

JJ. ORCA Agencies means regional transit agencies that accept ORCA as a fare payment method and that are affiliates under the ORCA Affiliate Agreement. As of the Effective Date, the ORCA Agencies are Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit, Sound Transit and Washington State Ferries.

KK. ORCA Implementation means October 7, 2019, the date ORCA began to be utilized on the Seattle Center Monorail as a fare payment method.

LL. Ordinary Maintenance means the scheduled and unscheduled routine maintenance tasks performed on any part of the Monorail System on a daily, weekly, monthly, quarterly, semi-annual, annual, and as needed basis consisting primarily of inspections, repairs and service with a goal of making the Monorail System safe, reliable and attractive. In addition, Ordinary Maintenance includes unscheduled emergency repairs that are not Major Maintenance repairs made as part of the CMMP and are required to respond to system and/or component failures. All maintenance and repairs included in the CMMP are not Ordinary Maintenance.

MM. Private Assets means that property that is owned exclusively by the Concessionaire, however used or not by the Concessionaire in performing its duties under this Agreement, and to which ownership remains with the Concessionaire after the conclusion of the term, subject to Sections IV and XXXIII. Private Assets may include intellectual property, patents, social media content, images and videos, consumer and other ancillary products, trademarked events, and all associated collateral materials relating to the Monorail System.

NN. Restricted Portion of Seattle Center Platform or Restricted Portion means the center loading bay of the Seattle Center Platform to which public access is restricted to Monorail riders with a ticket, pass, or approved identification.

OO. Revenue Service means operation of the Monorail System for the general public for compensation from the individual passengers under the rates specified in Section XI.F hereof, compensation for extended hours of operation for prearranged commuter service, or from another source under other arrangements.

PP. Ridership Revenue means all revenue generated from ticket and ORCA sales, including but not limited to adult, discounted and group tickets, event tickets, monthly passes, and commuter service.

QQ. Seattle Center means the real property described on **Exhibit A** hereto, or when indicated by context, the Seattle Center Department governing it.

RR. Seattle Center Platform means the “E” shaped area at the Seattle Center Station that includes a center loading bay with an exit stairway to the ground, north and south train exit bays with exit stairways to the ground, and the area between these bays and the Armory (excluding the pedestrian bridge to the Armory) together with the ramp that connects this “E” shaped area to the Seattle Center grounds. The Seattle Center Platform is divided into three parts, a) the center loading bay and stairway, access to which is restricted to Monorail riders with tickets, passes or approved identification cards, the “Restricted Portion; b) the two exit bays, north and south of the center loading bay and their associated stairways to the ground, access to which is restricted to people offloading from the trains and c) the rest of the platform.

SS. Westlake Center Associates LLC means the fee simple owner of Westlake Center and its successors and assigns.

TT. Westlake Improvement Expense means those certain expenses associated with the Westlake Improvements as follows: (i) the total cost of Westlake Improvements as further described and limited under Subsection XIV.B, including interest on any financed amounts (at reasonably available market term loan rates) of such costs; (ii) the costs for Westlake Center space leased after the Effective Date or for any additional easement fees due after the Effective Date pursuant to an easement amendment enabling the Westlake Improvements, and (iii) related security and janitorial costs for such spaces as illustrated in **Exhibit G**.

UU. Westlake Improvements means those certain Concessionaire funded improvements to (i) the Westlake Center Station and accessways estimated to cost no less than \$3.5 million and no more than \$12 million, enlarging the station area, adding Operational Signage, and increasing the capacity and visibility of the passenger accessways between the station area, the Sound Transit tunnel, and the street by adding or improving elevators and improving escalators or stairs and making improvements associated with newly leased space at Westlake Center, and (ii) the Monorail System in addition to or in lieu of improvements to the Westlake Center Station as described in Section XIV.B.2, if any. In this Agreement, “**Commencement of Construction of the Westlake Improvements**” means that Concessionaire (i) has obtained all necessary permits to begin construction activities; (ii) has executed a construction contract for the Westlake Improvements; and (iii) has given its construction contractor notice to proceed with construction of the Westlake Improvements. “**Completion**” or “**Completed**” or “**Complete**” when used with respect to the Westlake Improvements or the Monorail System in lieu of the Westlake Improvements as described in Section XIV.B.2, if any,

means that (i) Concessionaire's construction contractor has achieved substantial completion of construction (as substantial completion is defined in the construction contract) and the Westlake Improvements have been placed into use, and (ii) if applicable, a certificate of occupancy has been issued for the Westlake Improvements, or (iii) the Concessionaire has otherwise funded Monorail System improvements in accordance with Section XIV.B.2.

II. EFFECTIVE DATE; EFFECT OF RESTATED AND AMENDED AGREEMENT; TERM

A. Effective Date. So long as this Agreement is executed by an authorized representative of each party, it shall be effective on October 7, 2019 ("Effective Date").

B. Effect of Restated and Amended Agreement. Concessionaire and City entered into the original Monorail System Concession Agreement effective January 1, 2015, as amended by the first amendment on or about November 8, 2016 ("Original Agreement"). Prior to the Effective Date, the Original Agreement shall remain in full force and effect. From and after the Effective Date, this Amended and Restated Agreement shall supersede and replace the Original Agreement.

C. Term. The Term (referred to as "Term" herein) of this Agreement began on January 1, 2015, at 12:00 AM and shall end on December 31, 2034, at 11:59 PM, unless terminated earlier under the terms and conditions of this Agreement.

III. GRANT OF CONCESSION RIGHTS TO MONORAIL SYSTEM & ANCILLARY AREAS

A. Monorail System Concession Right. The City hereby grants to the Concessionaire the right and privilege to maintain and exclusively operate the Monorail System during the Term, subject to all terms, conditions, and limitations in this Agreement. The Concessionaire's right to maintain and operate the Monorail System includes the right to use and occupy the facilities and areas described below and the personal property and equipment therein, and the right to Concessionaire's Operating Revenues and Non-Fare Revenues. Portions of the Seattle Center Station have been made available for non-exclusive use by the Concessionaire.

1. Trains. Two (2) four-unit, triple-articulated, double-ended, electric trains riding on dual pneumatic rubber traction tires with horizontal pneumatic rubber tires pressing against the sides of the guideway beam for stability and guiding.

2. Guideway. The approximately nine-tenths of a mile long, dual, three (3) foot wide by five (5) foot high, pre-stressed concrete beam guideway structure together

with its supporting "T-shaped" pylons approximately 25' high, which structure extends from the Seattle Center Station, over a portion of the Seattle Center campus, and along 5th Avenue to the Westlake Center Station.

3. Westlake Center Station. The Equipment Room, the cashiering booths, any janitor's closet; the Rectifier Room, Ramp Protection System Equipment Room, electrical vault in the basement; associated areas of Westlake Center to which the City has been granted easement rights, all as described in that certain 1987 Monorail Operating and Easement Agreement with Westlake Center Associates LLC (successor to Westlake Center Limited Partnership) authorized by Ordinance 113272 and recorded under King County Recording No. 8702170365 (the "Monorail Operating and Easement Agreement"), amended on September 18, 2014, and attached as **Exhibit B**; and those additional areas and usage rights at Westlake Center, that are secured for use by the Concessionaire and to which the City is granted amended easement rights and/or to which the Concessionaire is granted tenancy or other usage rights, as applicable.

4. Exclusive Use Portions of Seattle Center Station. All of the lower level of the Seattle Center Station, including the open air maintenance bays, emergency exit pathways, storage yard, and the areas below the Platform level serving as administrative space, a maintenance work area, parts storage space, a parking space immediately adjacent to maintenance bays; and the Restricted Portion of the Seattle Center Platform as defined in Section I.NN. The City reserves certain rights on the Restricted Portion as described in Section XVI.

5. Non-Exclusive Use Portions of Seattle Center Station. All the "E" shaped Seattle Center Platform area at the Seattle Center Station together with the ramp that connects this "E" shaped area to the Seattle Center grounds, except the Restricted Portion which is the Concessionaire's Exclusive-Use space.

6. Monorail System Annex. Approximately 2,400 square feet of space on the upper level of the 370 Thomas Street Building located on the East 70 Feet of Lot 6, Block 51, D. T. Denny's Third Addition to North Seattle, as recorded in Vol. 1 of Plats, Page 145, Records of King County Washington; together with the bridge walkway between the Seattle Center Station exit platform and the building's second story, which space shall be used exclusively for administrative offices, cash handling, and storage, or, subject to the Director's approval, for other purposes ancillary to operation of the Monorail system. At such time that the Director may determine that the Monorail System Annex will no longer be available for Monorail System use; the Director shall identify a different comparable space with similar utility of at least 1800 square feet in the vicinity of the Seattle Center Station for the Concessionaire's use.

7. Supplemental Storage Area. Approximately 318 square feet (Room # 40) in the basement of the Armory.

B. Non-Exclusive Access to Common Areas. The City also grants to the

Concessionaire, and its officers, employees, agents, customers, and invitees non-exclusive rights during the Term of this Agreement to access the Seattle Center Common Areas, as from time to time constituted, which access shall be in common with all members of the public and other visitors and users of the Seattle Center, subject to rules and regulations as may be promulgated by the Director from time to time and also subject to the other provisions of this Agreement. Such Common Areas include the pedestrian bridge connecting the Seattle Center Platform and Armory, the staircase from the pedestrian bridge to the Seattle Center grounds.

C. Condition of Monorail System. The City grants the Concessionaire the right to use the Monorail System in its “AS IS” condition and the Concessionaire accepts the same as of the date this Agreement is fully executed. The City disclaims all representations, statements, and warranties of any kind with respect to the condition of the Monorail System or its suitability for the Concessionaire’s use, except as expressly set forth in this Agreement.

D. City’s Reserved Rights Regarding the Availability of Monorail System. The City reserves the right to adjust, substitute, or relocate any part of the exact area in which any part of the Monorail System’s facilities or equipment are located or area where Monorail services are provided, if the Director concludes that it is necessary in the interest of the public and/or the City’s operation of the Seattle Center. If the Director determines that such adjustment of space is necessary, the City will use its best efforts to provide similar space and square footage to enable the Concessionaire to operate the Monorail System in the same manner as prior to such adjustment of space. The parties shall cooperate so that such change in space shall not unnecessarily interrupt the quality, quantity, or efficiency of service rendered by the Concessionaire under this Agreement, significantly damage the business of the Concessionaire or reduce the amounts payable to the City. The City shall bear the cost of moving its equipment and the Concessionaire’s equipment, supplies, and fixtures if any space adjustment or relocation is necessary, and the City shall bear the cost, if any, of providing utilities to such relocated space.

IV. INTELLECTUAL PROPERTY

A. Copyrights. The Concessionaire shall retain the copyright (including the right of reuse) to all materials and documents developed by Concessionaire or its employees relating to the Monorail System, including, images and videos, consumer and other ancillary products, events, and all associated collateral materials. The Concessionaire’s use of any of the copyrighted materials in support of Monorail System operations, maintenance, and marketing shall be incidental and without charge as an Operating Expense during the Term. The Concessionaire grants the City an irrevocable, perpetual, royalty-free non-exclusive license to use content, images and videos of the Monorail System which Concessionaire utilized in marketing materials and social media accounts. At the end of the Term, as between the Concessionaire and the City, Concessionaire shall retain the rights to the content, images and videos, subject to the

City's license.

B. Patents. The Concessionaire hereby assigns to the City an irrevocable, perpetual, royalty-free license to use any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed by Concessionaire for use in support of the Monorail System. Notwithstanding the above, the Concessionaire does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Concessionaire created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Concessionaire has identified in writing such material as pre-existing prior to the first day of the Term of the Original Agreement. If pre-existing materials are incorporated in the Monorail System, the Concessionaire grants the City an irrevocable, perpetual, royalty-free non-exclusive right and/or license to use or replicate the materials, but only for purposes of operating the Monorail System.

C. Employee and Contractor Agreements. Concessionaire shall ensure that its agreements with employees and any contractors for work in support of or relating to the Monorail System include terms and conditions consistent with this section.

V. WESTLAKE CENTER

To facilitate the Concessionaire's performance of the Monorail System operation and maintenance responsibilities described in this Agreement the City hereby assigns to the Concessionaire those of the City's rights under the Monorail Operating and Easement Agreement that are necessary for the Concessionaire's activities and obligations under this Agreement, to the extent permitted by Westlake Center Associates LLC. During the Term, the Concessionaire shall assume all the City's obligations and comply with all restrictions imposed on the City under the Monorail Operating and Easement Agreement, which is attached as **Exhibit B**, and made a part of this Agreement. The City shall retain all underlying ownership rights under the Monorail Operating and Easement Agreement and Concessionaire's rights shall terminate upon the expiration or termination of the Term. The Concessionaire shall have no authority to amend or waive any right or power of the City under the Monorail Operating and Easement Agreement.

Should the Westlake Improvements and/or subsequent Monorail System operation require or benefit from amending the Monorail Operating and Easement Agreement, and the parties mutually agree that an amendment is desirable, the City and Concessionaire shall cooperatively work in good faith to so amend it on terms reasonable to both taking into consideration the City's ownership of the Monorail System and any rights and obligations which survive the Term, which amendment shall be subject to approval by the Seattle City Council.

VI. PAYMENTS TO THE CITY

A. Fees and Charges. In consideration of the exclusive Concession rights granted herein, the Concessionaire shall pay to the City the fees and charges described in this Section VI, plus any additional amounts described in this Agreement.

B. City's Concession Fees. Each Contract Year during the Term the Concessionaire shall pay the City an annual fee ("City Concession Fee") equal to two-thirds (66.67%) of Net Operating Income for the applicable Contract Year. Notwithstanding the foregoing, beginning on January 1st of the first full year following Completion of the Westlake Improvements and for each year thereafter throughout the Term, the annual City Concession Fee shall be sixty percent (60%) of Net Operating Income. The annual City Concession Fee shall be payable in installments as provided under Section VI.G.1. In the event of an insured loss under Section XX, the City Concession Fee shall be a continuing cost for the purposes of determining any business interruption claim. The Concessionaire shall retain the Net Operating Income in each Contract Year in excess of the City Concession Fee for the Contract Year.

C. Concession Fees during ORCA Passport Phase-in Period. The parties acknowledge that there may be a period of up to 18 months following ORCA Implementation when certain revenues that would ordinarily be received by the Concessionaire may or may not be recognized and/or remitted (the "ORCA Passport Phase-In Period").

Therefore, for the portion of each Contract Year in which the ORCA Phase-In Period occurs: (i) if the cumulative number of Monorail System riders, excluding ORCA Passport riders for that portion of the Contract Year, is equal to or exceeds the cumulative number of riders for the corresponding months or portions of a month in the "Base Year" (defined below), then there will be no adjustment to the City Concession Fee or, alternatively (ii) if the cumulative number of Monorail System riders, excluding ORCA Passport riders for that portion of the Contract Year is less than the cumulative number of riders for the corresponding months or portions of a month in the Base Year, then the City Concession Fee for that Contract Year will be reduced by an amount equal to one-third of the total e-purse apportioned value of Passport boardings, including account transfers (the "Cost of Boardings") shown in the ORCA Institutional Account Pricing report less the Monorail System Passport Apportioned Value remittance received for the same time period, as illustrated in **Exhibit F**. The "Base Year" is October 1, 2018 through September 30, 2019, shown in **Exhibit F**. The calculations shall make prorations for partial calendar months. The calculations under this Section VI C. shall be completed and delivered with the Concession Fee.

D. City Management Fee. Each Contract year during the Term the Concessionaire shall pay the City a maximum of Thirty Thousand Dollars (\$30,000) annually for labor and expenses for the City's Coordinator(s) to administer and oversee the Agreement which includes coordinating with the Concessionaire, SDOT, WSDOT and FTA, coordinating efforts with City staff to maximize the efficiency and effectiveness

of work funded by the City Services Fund, and if the City elects to do so, retaining the services of a third-party to conduct the performance review identified in Subsection XI.E.3. The City shall invoice the Concessionaire for these expenses on a quarterly basis and the City Management Fee shall be included in Operating Expenses. Through December 31, 2021 the maximum City Management Fee of \$30,000 shall be increased annually in an amount equal to the percentage increase in the CPI-U for the prior calendar year, regardless of whether the City invoices Concessionaire for the maximum amount in any given year. Effective January 1, 2022, the City Management Fee shall be a maximum of Fifty Thousand Dollars (\$50,000) annually, which amount shall increase thereafter coincident with the tri-annually scheduled regular fare increase by the cumulative change in the CPI-U.

E. Non-Fare Revenue Fee. Beginning in Contract Year 2020 and for each Contract Year thereafter, the Concessionaire shall pay the City an annual Non-Fare Revenue Fee of \$30,000 for Concessionaire's exclusive marketing, merchandising, sponsorship and promotional rights for the Monorail System. If the Westlake Improvements are not Completed, in Contract Year 2022 the Non-Fare Revenue Fee will increase to \$60,000 per year and every three years thereafter shall be adjusted upwards only by the accumulated change in the CPI-U. However, if the Westlake Improvements reach completion during or before Contract Year 2022, the Non-Fare Revenue Fee will instead increase to \$90,000 per year effective Contract Year 2022. If the Westlake Improvements have been commenced but are not Complete by the end of Contract Year 2022, then the Non-Fare Revenue Fee will increase in the Contract Year construction is Complete. Beginning in Contract Year 2025 and thereafter, the Non-Fare Revenue fee shall increase coincident with the tri-annually scheduled regular fare increase by the cumulative change in the CPI-U. The City shall invoice the Concessionaire for the Non-Fare Revenue Fee on a quarterly basis and the Non-Fare Revenue Fee shall not be included in Operating Expenses.

F. City Services Fund. Each Contract Year during the Operating Term the Concessionaire shall pay the City the balance remaining as of December 31st, if any, in the City Services Fund as provided under Section XII.H.

G. Annual ORCA Revenue Impacts Backstop. ORCA Monorail System riders that include a monorail return trip during ORCA's system-wide two-hour transfer window ("Internal Transfer") result in a single one-way fare while non-ORCA riders remit a round-trip fare in the same scenario thereby reducing Concessionaire's Operating Revenue, the "Annual ORCA Revenue Impact." The financial impact of the Annual ORCA Revenue Impact will be partially backstopped by the City as set forth in paragraphs 1 and 2 below:

1. This paragraph 1. (i) shall apply only up to the first One Hundred Thousand Dollars (\$100,000) of Annual ORCA Revenue Impact per Contract Year (the "Eligible Annual ORCA Revenue Impact"), but no more; and (ii) shall apply until the

protocol under paragraph 2. below is implemented or until the January 1st of the Contract Year in which the ORCA systems are modified to prohibit Internal Transfers on the Monorail System (whichever occurs first); and thereafter shall cease to apply. From the Effective Date to January 1st of the first full Contract Year following Completion of the Westlake Improvements, the City Concession Fee will be reduced by Thirty-Three Percent (33%) of the Eligible Annual ORCA Revenue Impact up to a maximum of Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$33,333.33) per Contract Year and thereafter throughout the remained of the Term, the City Concession Fee will be reduced by Forty Percent (40%) of the Eligible Annual ORCA Revenue Impact up to a maximum of Forty Thousand Dollars (\$40,000) per Contract Year. The Eligible Annual ORCA Revenue Impact and the resulting City Concession Fee reduction shall be calculated as described in Exhibit I. The reduction shall be made to the annual City Concession Fee on the January 30 quarterly payment following the end of the applicable Contract Year.

2. If the Annual ORCA Revenue Impact exceeds Two Hundred Thousand Dollars (\$200,000) during or after Contract Year 2021, then over the next Contract Year, the City and Concessionaire shall request that King County Metro change the Monorail ORCA protocols selected in the Affiliate Agreement (Attachment A, Item 15), so the initial ORCA “tap” results in the card holder receiving round-trip passage for that calendar day and such shall be recorded in the ORCA system as a round-trip fare. Implementation of such protocol shall only occur if and when City and Concessionaire, working in good faith with King County Metro, have developed and agreed upon operating procedures to ensure that that such protocol shall not result in riders being charged for a round trip when making a single trip. Subject to the development of and agreement on the protocol and operating procedures, then the protocol shall be implemented on January 1 of the first full Contract Year following development of the protocol and shall remain in effect unless and until ORCA systems are modified to prohibit Internal Transfers on the Monorail System, whereupon the protocol shall be discontinued.

H. Form, Time and Place of Payment. Concessionaire’s payments to the City are due as follows:

1. The City Concession Fee is due and payable in quarterly installments, as accrued, within thirty (30) days after the end of each calendar quarter (due no later than April 30, July 30, October 30, and January 30 unless applicable ORCA remittances for any quarter are delayed beyond such dates in which case the payment will be due thirty (30) days from the date Concessionaire receives the last applicable remittance for the quarter). The City Concession Fee shall be accompanied by the monthly reports for that quarter as required under Section VI.H.1. The City Management Fee and the Non-Fare Revenue Fee are due and payable within thirty (30) days of invoice. The unexpended portion of the City Services Fund for any Contract Year shall be due to the City no later than January 30 of the following calendar year.

2. All payments shall be sent to the Seattle Center Accounting Office, at

the address specified in Section XXX, or to such other address as the Director shall specify by notice to the Concessionaire. Payments may be made in cash, or by check or money order. Payments not received within ten (10) days after the date due shall be considered delinquent. In the event of any delinquency, a late charge of one and one-half percent (1.5%) of the delinquency shall be added to the outstanding balance and the total sum shall be immediately due and payable. Any late charge shall not be included as an Operating Expense.

I. Required Reports.

1. Concessionaire's Reporting Requirements

a. Monthly Reports. Within thirty (30) days after the end of each calendar month during the Term, the Concessionaire shall deliver to the Director a written report detailing, by separate revenue or expense category in accordance with generally accepted accounting principles, the Concessionaire's Operating Revenues, Operating Expenses, Net Operating Income from the Monorail Concession, the cost of the Westlake Improvements and the remaining unamortized balance of the Westlake Improvements during the previous calendar month, calendar year-to-date and where relevant life-to-date period and a statement documenting the Concessionaire's provision of City's up to twenty percent (20%) of the digital display opportunities on digital Non-Fare Revenue Signage. The statement shall include comparative data and the prior year for the same periods. The Director's acceptance of the report without objection shall not in any way be deemed a waiver of the City's right to examine and audit, as described in Subsection VI.I.2, the Concessionaire's books and records regarding its business activity relating to the Monorail System, nor shall it in any way act as a modification of either party's rights or obligations under this Agreement.

b. Annual Report. Beginning in 2016 and thereafter annually, by March 31st of each calendar year or within 30 days of receiving all ORCA reports for the Contract Year, whichever is later, during the Term, the Concessionaire shall deliver to the Director a written final annual report of the Concessionaire's Operating Revenues, Operating Expenses, and total Net Operating Income, the Westlake Improvements amortization and Concessionaire's provision of the City's use of the digital display opportunities on digital Non-Fare Revenue Signage for the operation of the Monorail concession during the preceding calendar year. The Annual Report shall be prepared and reviewed by a certified public accountant whose name and address shall be provided with the report.

c. Annual Budget. The Concessionaire shall submit its proposed annual budget to the City Coordinator for review and Approval no later than October 31st of the prior year.

2. City's Reporting Requirements.

a. ORCA Reports. The City and Concessionaire will jointly work with King County Metro to best provide the Concessionaire daily ORCA utilization data and regular accounting data in a timeliness, frequency, format, and level of detail that supports the Concessionaire's revenue control and management environment. In any case, following ORCA Implementation and promptly upon receiving the same from King County Metro, the City will provide Concessionaire with daily ORCA Ridership and Device Connection Reports, regular Financial Reports and Monthly Orca Boardings by Fare and Passenger Type, Boardings by Product Type and Boarding by Route reports and as further provided in the ORCA Affiliate Agreement, a copy of which is attached as Exhibit E.

J. Records and Audits.

1. Records. The Concessionaire shall keep true, separate, accurate, complete and auditable records according to generally accepted accounting principles detailing Concessionaire's Operating Revenues and all Operating Expenses of all business, operations, maintenance, and repairs of anything conducted in, on or from the Monorail System, which records shall be subject to the approval of the City. Additionally, the Concessionaire shall keep true, separate, accurate, complete and auditable records according to generally accepted accounting principles detailing Concessionaire's Non-Fare Revenue and Non-Fare Revenue Expenses. The Concessionaire shall retain in King County, Washington, for at least six (6) years after the close of each calendar year during the Term, a copy of each sales receipt, documentation from cash registers and of each payment made by the Concessionaire, and collateral supporting data regarding Concessionaire's Operating Revenues, Operating Expenses, Net Operating Income, Non-Fare Revenue, and Non-Fare Revenues Expenses from the operation of all Monorail System concession rights. The Concessionaire shall ensure that the obligation to keep accurate and auditable records is a condition of any subcontract or other arrangement under which any other person or entity is permitted to carry on a business activity in, on, or from the Monorail System.

2. Audit. Concessionaire shall permit the City at its expense, from time to time as the City deems necessary, to inspect and audit, at a reasonable time, all Concessionaire's books and records relating in any way to the Concessionaire's Operating Revenues generated in, on, or from the Monorail System, and all Operating Expenses pertaining to the same. Upon City's request, the Concessionaire shall permit the City to make copies of all but Concessionaire's Non-Fare Revenues and Non-Fare Expenses related books and records, at the City's expense. The Director shall notify the Concessionaire of the amount of any over- or underpayment discovered as a result of any audit. If the Concessionaire disagrees with the Director's determination, the matter shall be resolved by the dispute resolution process in Section XXXVI. If there is any overpayment to the City, the City Services Fund, IMA, or the IRA, the Director will elect one of the two following options: 1) the overpayment shall be credited against any future payment due to the City or the applicable account, or 2) the overpayment shall be refunded to the Concessionaire. If there is any underpayment, the full amount shall be due and payable to the City or the applicable account within ten days of invoice. Upon

City's request, from time to time as the City deems reasonably necessary, Concessionaire shall retain an independent auditor mutually agreeable to the parties, which shall be an Operating Expense, to audit Concessionaire's books and records relating to Non-Fare Revenue and Non-Fare Expense. The auditor shall review the books and records for a) compliance with the applicable terms and conditions of this Agreement and b) accuracy of all information upon which payments to the City are based. The independent auditor shall provide the parties a written report summarizing the audit results and identify corrective action if relevant. The Concessionaire shall ensure that the City's rights to inspect, audit and copy records and books under this section is a condition of any subcontract or other arrangement under which any other person or entity is permitted to carry on a business activity in, on or from the Monorail System.

VII. CONCESSIONAIRE MANAGEMENT FEE

For purposes of calculating Net Operating Income, the Concessionaire shall include in its Operating Expenses a Concessionaire's Management Fee of five percent (5%) of the Concessionaire's Operating Revenue for each Contract Year during the Term. The Concessionaire's Management Fee shall be accrued monthly based on the Concessionaire's Operating Revenue during that month.

VIII. IRREVOCABLE RENEWAL ACCOUNT (IRA)

A. Annual Contribution. To provide funding or matching funds for mutually agreed upon Capital and Major Maintenance Program planning and projects, effective January 1, 2015, during each Contract Year that Concessionaire operates the Monorail System, Concessionaire shall accrue seven and a half percent (7.5%) of monthly Ridership Revenues through December 31, 2021 and then beginning January 1, 2022 five percent (5%) of monthly Ridership Revenues through the remainder of the Term, or such other higher amount to which the parties may agree, into the IRA, which shall be a reserve account maintained by the Concessionaire. In addition, the Concessionaire will accrue to the IRA all interest earnings received on its cash holdings net of any banking fees. The IRA shall only be used for the purposes provided for under this Agreement and shall be committed and spent only in accordance with the process described in this Section VIII.

Accruals to the IRA, shall be recorded as an Operating Expense in the calculation of Net Operating Income.

B. Use of Funds. The IRA shall be used for projects identified in the CMMP and for a contingency to fund Emergency Maintenance. No less than once a year during the Operating Term, the Concessionaire and City shall meet to arrive at mutual agreement on modifications and/or reprioritizations to the rolling five (5) year CMMP

plan. As the CMMP changes, the IRA funds may be applied to new or different projects, but they will not be refundable or available for any other purpose, except in the final year of the Term of the Agreement.

In the October before the final Contract Year of the Term, the Concessionaire and the City shall meet and agree upon an estimate of the uncommitted and unexpended balance expected to remain in the IRA at the end of the Contract Year, including payments and net interest accruals during the year. The agreed upon uncommitted amount shall be used to pay any accumulated negative Monorail Net Operating Income from January 1, 2019 through the remainder of the Term, if any, and then any remaining balance shall be used to pay Monorail System Operating Expenses in the last year of the Term. The estimate will be included in the budget for the final year of the Term. If there is any balance remaining in the IRA at the end of the final Contract Year of the Operating Term, the remaining balance shall be treated as Net Operating Income.

The primary purpose of the IRA is to fund, leverage or facilitate other funds or financing for agreed upon CMMP projects expected to add life to the trains or monorail facilities, to modernize facilities or systems, to improve the customer experience or to demonstrably improve capacity, ridership experience or revenues. Intended uses of the IRA include:

1. To obtain grants or other matching funds or financing. Expenditures from the IRA may be used for matching funds for grants or other fund sources where expenditures are expected to extend the life or improve the Monorail System.
2. Station Improvements. To make CMMP improvements to either the Seattle Center or Westlake Center Stations.
3. Train Refurbishment and Major Maintenance. For substantial train refurbishment (e.g. floor replacement, car body repair), installation or reinstallation of systems (e.g. speed control, pneumatic suspension), or replacement of obsolete systems (e.g. Westlake Center ramps, gates and signaling components).
4. Guideway Improvements. For CMMP improvements involving the guideway and supporting pylons.
5. Contingency Funds for Emergency Maintenance. Fifty Thousand Dollars (\$50,000), or such other amount as is mutually agreed to by the Concessionaire and the City, shall be set aside in the IRA so this amount is available in each Contract Year for Emergency Maintenance as described in Section XII.E. As emergencies occur, the use of these funds shall be upon mutual agreement of the Director and the Concessionaire.
6. Miscellaneous. Other major Monorail System projects upon mutual agreement of the Director and the Concessionaire.

A commitment of funds from the IRA will be made only upon the mutual agreement of the Concessionaire and the City and as specified in the CMMP and supplementary project specific agreements.

C. Initial Carry Over Balance. Effective January 1, 2015, Concessionaire shall ensure that the IRA has an initial balance of \$80,000, which amount the City and Concessionaire agree represents the remaining balance of the irrevocable renewal account created under the prior concession agreement. The parties agree that the initial balance shall be in addition to all amounts required to accrue under this Agreement and that the initial balance shall be available for all purposes under this Agreement.

IX. IRREVOCABLE MARKETING ACCOUNT (IMA)

Beginning on January 1, 2015, and thereafter monthly through December 31, 2019, the Concessionaire will accrue six-tenths of a percent (0.6%) of each month's ridership revenue, or \$25,000 per year, whichever is greater, into an IMA, which will be a reserve account maintained by the Concessionaire. The IMA will be discontinued effective January 1, 2020. The IMA shall be used for the purpose of joint Monorail – Seattle Center marketing campaigns that have been mutually agreed upon between the parties to benefit the Monorail and Seattle Center. By April 1, 2020, the balance in the IMA as of December 31, 2019, if any, shall be remitted by Concessionaire to the City.

X. MANAGEMENT REQUIREMENTS AND PLANS

A. Oversight and Monitoring. The Concessionaire shall provide a management team that is committed to ensuring reliable, on-time, cost-effective service for the operation, Ordinary Maintenance and marketing of the Monorail System as a means of transit that is in accordance with FTA and other applicable requirements. The Concessionaire shall implement management and monitoring procedures designed to measure human and systems performance, and periodically update and modify these procedures/plans as appropriate. Key management processes and plans shall include:

1. Monitoring. Regular monitoring of Ordinary Maintenance and operations programs and systems performance, including but not limited to ridership information, Concessionaire's Operating Revenue and cash systems, and cost control.
2. Safety. Oversight of safety programs for employees and riders.
3. On-time performance and service reliability.
4. Training. Throughout the Term, the Concessionaire shall maintain and annually update a Personnel Training Program to create growth opportunities for staff, and

make the Monorail System safe, reliable, and welcoming. The Concessionaire's training shall include the following:

- a. The ongoing Training Program shall be vetted by the General Manager, Chief Systems Engineer, Maintenance Manager, and Training Manager to emphasize safe train operations, proper maintenance, and exceptional customer service, including drills to reinforce retention of information and improve performance under stressful situations.
- b. The Training Program shall ensure employee training meets all the requirements established by the FTA and Washington State Departments of Transportation (WSDOT) and Labor and Industries.
- c. The Concessionaire shall provide first aid training to all permanent staff during the first ninety (90) days of each staff person's employment with the Concessionaire. Documentation of the Concessionaire's training program shall be available to the City upon request.
- d. All train operators shall have appropriate training and certification as agreed between Concessionaire and the City. Should Monorail System operators or other personnel become subject to local, state or federal regulations, then the Concessionaire shall ensure all employees meet any regulations affecting employment as a provider of Monorail System transportation services.

5. State and Federal Compliance and Coordination. The Concessionaire shall ensure all operations comply with all state and federal requirements, including reports of the United States Federal Transit Administration (FTA) and Washington Department of Transportation (WSDOT). Federal requirements shall include, but not be limited to the requirements applicable to operations identified in **Exhibit D – FTA Contract Clauses**, as they may be amended or modified. The Concessionaire shall keep accurate, timely, complete and useful records to inform management decisions for operations and maintenance. The Concessionaire's obligations include the following:

- a. Complete and file monthly National Transit Data Base (NTDB) reports on ridership, mileage and hours of train operations (using the NTD MR-20 form); and safety issues (using the NTD S-50 form).
- b. Prepare and file annual reports for government agencies and additional reports as required by the City, State and Federal governments.
- c. In the event of an incident on the train or platforms, Concessionaire's personnel who witnessed or were involved in the event shall complete an incident report. Incident reports shall be reviewed by the General Manager and reported to Seattle Center, Seattle Department of Transportation, and WSDOT per provisions in the Washington State Rail Safety Oversight Program Standard.

6. Marketing. Develop and implement advertising and sponsorship efforts to increase ridership and revenue to the Monorail System.

7. Janitorial. Provide janitorial service for the entire Monorail System including all property and equipment as well as the Seattle Center Station platforms and the exterior ramp from the Seattle Center grounds that provide access to such platforms.

8. Maintenance Management. Provide oversight and monitoring of performance measures for Ordinary Maintenance (does not include CMMP projects).

B. Substance Abuse Program. Throughout the Term, the Concessionaire shall maintain and update an employee substance abuse program that complies with state and federal regulations to assure safe operation of the Monorail System and supply to the City, when requested, documentation verifying Concessionaire's compliance with program requirements. The Substance Abuse Program shall:

1. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthful manner;

2. Create a workplace environment free from the adverse effects of drug use and alcohol abuse;

3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and,

4. Alert employees about programs available for employees whose personal problems, including alcohol or drug dependence, adversely affect their ability to perform their duties.

Upon request, the Concessionaire shall provide written evidence to the City of enforcement and results of employee testing for illegal substances (drugs) while on the job.

Concessionaire's full-time, part-time, and temporary employees shall be subject to drug and alcohol testing as a condition of employment. All the Concessionaire's employees who perform safety-sensitive functions, and all employees of any company or organization who perform safety-sensitive functions on behalf of the Concessionaire, are subject to FTA prohibited drug and misuse of alcohol testing requirements of 49 CFR Part 655. If there is a conflict between any local law and the requirements of 49 CFR Part 655, the federal law shall govern.

C. Concessionaire's Staff.

1. The Concessionaire shall employ competent, courteous and efficient staff in numbers to adequately serve Monorail patrons. The Concessionaire shall ensure that its employees who interact with the general public are customer service oriented. The Concessionaire shall make every effort to resolve disputes with customers in a respectful and proactive manner. The Concessionaire shall conduct performance reviews with employees on a regularly scheduled basis as a means of fostering employee development and motivating employees to reach their potential. The Concessionaire shall take appropriate action consistent with law to correct, retrain or to discharge or immediately remove from employment, any employees whom the Concessionaire considers unsuitable for such work.

2. Neither the Concessionaire nor its employees shall represent directly or indirectly that they are employees, agents, or legal representatives of the City. The Concessionaire agrees its employees shall not be considered the employees of the City under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law.

3. Representations. The Concessionaire hereby warrants and represents that the Concessionaire is solely responsible for the following:

- a. Paying its employees at least the applicable minimum wage (or Prevailing Wage if applicable) for all hours worked;
- b. Paying its employees required premiums for overtime hours, spread of hours, and split shifts where required;
- c. Paying its employees within the time period required by applicable law;
- d. Providing its employees with meal and rest breaks as required by applicable law;
- e. Withholding all applicable taxes for the Concessionaire's employees;
- f. Providing unemployment and workers' compensation coverage for the Concessionaire's employees;
- g. Keeping all required recordkeeping documents pertaining to the Concessionaire's employees;

h. Properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms;

i. Ensuring that no improper deductions are taken from the wages of the Concessionaire's employees;

j. Complying with the requirements of Seattle's Paid Sick Time and Paid Safe Time Ordinance (Seattle Municipal Code Chapter 14.16; and

k. Providing health care benefits, to the extent and if required by federal, state, or local law.

4. General Manager. The Concessionaire shall designate an employee or agent as the "General Manager" who shall serve as the transmitter to and receiver of all official communications with the City and who shall be responsible for the Concessionaire's overall performance under this Agreement.

The Concessionaire shall employ a qualified General Manager who shall oversee all concession operations and a qualified person who shall oversee the Ordinary Maintenance program for the entire Monorail System ("Maintenance Manager"). The General Manager selected by the Concessionaire shall be subject to the Director's approval.

XI. OPERATIONAL REQUIREMENTS

A. System Operations Plan and Procedures. The Concessionaire shall implement a System Operations Plan which strives to optimize system availability and safety and minimize operation and maintenance costs.

B. Days & Hours of Operation.

1. Minimum City requirements for operations shall be as follows:

Either the Blue or Red Train shall operate daily except for Christmas Day, Thanksgiving Day and New Year's Day. Operation on those holidays shall be at the discretion of the Concessionaire. On Christmas Eve and the Wednesday before Thanksgiving, the Concessionaire may cease its operation of Monorail trains one (1) hour after the scheduled ending time of the last scheduled event at Seattle Center. On an annual basis the Concessionaire shall operate trains so that the train mileage logged for the Red Train shall be within ten percent (10%) of the train mileage logged for the Blue Train unless otherwise authorized in writing by the Director.

2. Minimum Revenue Service hours shall be:

Winter Hours (January – April) from 8:30 am to 9 pm
Summer Hours (April – January) from 8:30 am to 11pm

C. Frequency of Service and Mode of Operation.

Regular Operation. Regular Monorail System Revenue Service shall be a minimum of four (4) round trips completed each hour. Normal, efficient operations is five (5) trips per hour which is the operational goal. As soon as all waiting passengers on the platform are loaded onto the train, the appropriate departure procedures shall be employed by the operator and other Monorail System staff to maintain this frequency of service.

At no time should departures from a station exceed 15-minute intervals. During heavy ridership periods, Concessionaire will adjust staffing and train deployment to optimize service and minimize wait time.

D. Additional Train Revenue Service.

1. Additional Train Revenue Service. To serve Seattle Center event and programming needs, the Director may require the Concessionaire to provide up to one hundred (100) additional Revenue Service hours in excess of the minimum hours of Revenue Service during each Contract Year of this Agreement, at no additional cost to the City. Any hours of additional revenue service hours in excess of the one-hundred (100) hours per Contract Year shall be billed directly to Seattle Center (rather than applied to Operating Expenses) at the rate of four-hundred eighty Dollars (\$480) per hour, in Contract Year 2015 less any Ridership Revenues earned during the same. The Director shall notify the Concessionaire in writing a minimum of five (5) days in advance of the date for which the additional service is required. The per train hour dollar amounts due to the Concessionaire for additional Revenue Service shall be increased annually from the 2015 amount in an amount equal to the percentage increase in the CPI-U for the immediately preceding calendar year.

Nothing in this section will be interpreted to limit the Concessionaire's ability to provide additional hours or frequency of Revenue Service.

E. Service Performance Standards.

1. On-Time Performance. On-time performance shall be defined as providing a minimum of four (4) train departures an hour with ten (10) to fifteen (15) minute headways. The Concessionaire shall achieve an annual average of ninety-nine percent (99%) on-time performance unless excused under Section XXIX (Force Majeure). The parties acknowledge that the image and reputation of the Monorail as a robust and reliable transportation provider will be undermined if the Concessionaire fails to maintain on-time

performance, and that any damage to the image and reputation of the Monorail would be difficult to calculate. Accordingly, if the Concessionaire fails to achieve the on-time performance standard, the Concessionaire shall pay the City as liquidated damages and not as a penalty, One Thousand Dollars (\$1,000), for each 0.1% by which the Concessionaire's actual on-time performance is below the 99% annual on-time performance standard; provided, however, that the calculation of annual on time performance shall exclude (i) periods excused by events of Force Majeure (Section XXIX), (ii) periods of interrupted service caused by casualty to the Monorail (unless the casualty resulted from the Concessionaire's negligence or intentional misconduct) and (iii) periods of suspended operations under Section XXIII.C; and provided further that the maximum annual liquidated damages shall not exceed \$25,000. An annual average on-time performance standard below 96.5% shall be considered a failure to perform its obligations under this Agreement and shall constitute a default by the Concessionaire per Section XXXI.A. The \$1,000 per 0.1% in liquidated damages and the annual maximum shall both be increased annually in an amount equal to the percentage increase in the CPI-U for the immediately preceding calendar year. Liquidated damages assessed under this section shall not be included in Operating Expenses.

2. Appearance and Performance. The Concessionaire shall maintain the Monorail System so it is attractive to users and the general public and in keeping with the general appearance standards of the Seattle Center campus. The Concessionaire shall provide uniforms of a color and design including logos and symbols appropriate to the Monorail System activities that have been Approved by the Director, consistent with the aforementioned standards. The Concessionaire shall keep the uniforms in a clean and neat condition, providing laundering, repair, and replacement as necessary. Uniforms shall be worn by the Concessionaire's non-administrative employees whenever they are on duty on the Monorail System.

3. Annual Service Performance Review.

a. The City may conduct annual, written performance reviews focusing on Monorail System operating standards, performance and/or compliance with FTA or other regulations. This performance review may be conducted by any party selected by the City. The City's cost of performing any such performance review shall be borne by the City, which can elect to have such costs reimbursed by the Concessionaire as part of the City Management Fee as described in Section VI.C.

b. The performance review may include the following categories:

- i. Marketing, advertising, promotions, program;
- ii. Image and physical appearance of the stations and the trains;
- iii. Routine Maintenance of the Monorail System;

- iv. Operations in general;
- v. Customer service;
- vi. Safety;
- vii. Financial performance;
- viii. Compliance with governmental requirements, and
- ix. Overall performance.

c. The Concessionaire agrees to cooperate with the City's selected reviewer to facilitate an accurate and efficient assessment of performance.

F. Fares and Fare Collection System.

1. Allowable Fares. Fares shall be as set forth in this Subsection XI.F.1 or as otherwise recommended by the Concessionaire and Approved by the Director. One-way regular fares shall not exceed \$4.00 and one-way discounted fares shall not exceed \$2.00 without amendment of this Agreement authorized by the Seattle City Council. Pass (non-ORCA) and group fares may be established and adjusted consistent with the one-way regular fare. Subject to the Director's Approval, event fares, at up to twice the one-way regular fare, may be established during Seattle Center arena events beginning up to two hours before the event start time and ending no later than one hour after the event ends, subject to the requirement for ORCA under Subsection XI.F.3 below. The Concessionaire may, subject to the Director's Approval, institute alternative discount fares, modify the fare terms and/or implement variable pricing within the guidelines and limitations of this Section XI.F.

Effective Beginning October 7, 2019, the Monorail fare categories and fares will be:

Regular Fares:

One way - regular fare (ages 19 - 64):	\$ 3.00
One way - youth fare (ages 6 - 18):	\$ 1.50
One way – discounted fare (seniors 65+, riders with disability or Medicare cards, active duty US military, ORCA Lift or ORCA RRP card holders):	\$ 1.50
Children 5 and under:	Free

Adult monthly pass (non-ORCA)	\$ 60.00
Reduced rate monthly pass (non-ORCA)	\$ 30.00
Group fares (only valid for redemption during regular fare periods, not valid during event fare periods) –	
Up to 99 round trip tickets:	\$ 6.00 each
100 – 399 round trip tickets:	\$ 5.50 each
400+ round trip tickets:	\$ 4.50 each

Round trip fares shall be no more than twice the applicable one-way fare.

Beginning January 1, 2022, the Regular Fares shall be adjusted to reflect any cumulative percentage increase in the CPI-U published for the latest month prior to the required Metro notice and public comment periods for fare increases as compared to the CPI-U Index on January 1, 2019 as illustrated in **Exhibit H**. Thereafter, the October 7, 2019 Regular Fares shall be adjusted on January 1 of every third year (beginning January 1, 2025) based on any cumulative percentage increase for the latest month prior to the required public comment period as compared to the CPI Index on January 1, 2019. Fare adjustments will be rounded up to the nearest quarter. Upon mutual agreement of the parties, the adjustment period of every three years may be modified to accommodate slower or faster rates of inflation. In any event, Regular Fares will not decrease at any point during the Term without mutual written agreement of the Concessionaire and the City.

2. Price Policy. The Concessionaire and its employees shall not make or permit any misrepresentation of services offered for sale. The Concessionaire and its employees shall not sell single ride/round trip tickets at prices different than that approved in writing by the Director. A copy of the then current individual fares shall be displayed on the Monorail System in locations and in a manner easily viewed by the public whenever the Monorail System is open for business.

3. Fare Collection. The Concessionaire's operators, cashiers or other authorized personnel shall collect from all passengers on each train the amount of fare required for transportation on the Monorail (including collection of or notation of use of any passes, commuter cards, tickets, tokens, vouchers, coupons, and punching of cards). When received from King County Metro, the City will promptly remit all funds received from the use of ORCA products to Concessionaire and such funds shall be included in Concessionaire's Operating Revenues. All fares collected, including the ORCA revenue allocations payable to the City for the Monorail use under the ORCA Affiliate Agreement, shall be the property of the Concessionaire and shall be part of Concessionaire's Operating Revenues. The Concessionaire shall maintain the security of all fare boxes, cash registers and associated revenue collection and recording systems.

The Concessionaire may utilize tickets, tokens, passes, commuter cards, credit/debit cards, or other non-cash fare substitutes with the Director's Approval. Concessionaire may charge users of credit cards a surcharge, equal to its average credit card processing fee charged by its processor and patrons' credit card companies, to recover Concessionaire's processing fees. The Concessionaire shall accept all ORCA products as fare payment methods, including E-purse, Puget Pass, Passport, Regional Day Pass and Lift and any replacement products and shall recognize internal transfers and associated transfers from other systems in accordance with ORCA policies. An ORCA "tap" will result in the cardholder receiving a one-way trip, unless that protocol is changed pursuant to Section VI.G.2.

As described in Section 17 of the Affiliate Agreement, if the next generation ORCA system can accommodate it, and if all ORCA Agencies agree to implement a policy allowing the City the ability to opt-out of accepting the ORCA Regional Day Pass, the Concessionaire may opt out of accepting the ORCA Regional Day Pass as a fare payment method.

As described in Section 18 of the Affiliate Agreement, the Concessionaire and City will work in good faith with King County Metro to enable the charging of event fares to Monorail System riders utilizing ORCA as a fare payment method. Subject to the Approval of the Director, King County Metro, and the Joint Board (if necessary), the Concessionaire may choose to implement event fares for ORCA riders, in which case the Concessionaire shall be responsible for all costs associated with any required ORCA system changes and such costs will be an Operating Expense. Regardless of whether or not Monorail System riders using ORCA are charged event fares, if the Director has approved event fares, all non-ORCA Monorail System riders may be charged event fares when applicable.

Concessionaire acknowledges that Ridership Revenue received through ORCA is tracked and owed to the City according to the terms and conditions of the current ORCA Affiliate Agreement, attached as **Exhibit E**, which Concessionaire accepts as sufficient for its purposes under this Agreement. The City shall diligently enforce its rights to payment under the ORCA Affiliate Agreement on account of passengers on the Monorail using ORCA as a form of payment; and the City shall enforce its payment rights at its own expense. However, the parties acknowledge and agree that aspects of the ORCA System may be changed, suspended or terminated without agreement by the City (as the Affiliate) pursuant to Section 16 of the Affiliate Agreement. Subject to the City's obligation to diligently enforce its rights to payment under the ORCA Affiliate Agreement, the City shall have no obligation or liability to Concessionaire on account of any of the following: (i) any change, suspension or alteration to the ORCA System, (ii) any decision of King County Metro or the Joint Board, or (iii) termination of the ORCA Affiliate Agreement.

Until January 1, 2022, the City shall pay, at its own expense, all fees and costs incurred by it under the ORCA Affiliate Agreement for the Monorail System's participation in ORCA. Thereafter, costs and fees incurred by the City under the ORCA Affiliate Agreement shall be Operating Expenses payable by Concessionaire.

Subject to Section 25.1 of the ORCA Affiliate Agreement, each party shall invite the other's designated representative to attend and participate in all "ORCA Meetings" (defined below) with King County and, in this respect, each party shall endeavor to give the other's representative copies of all correspondence, notices, minutes, consents, and other materials provided to its ORCA Meeting representatives at the same time and in the same manner as provided its representatives; provided however, that each party reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between that party and its counsel. As used herein, "ORCA Meetings" mean all meetings, including scheduled meetings conducted by phone which either party is invited to participate in, that concern the ORCA System or the Affiliate Agreement.

4. Cashier Facilities and Equipment.

a. The City shall provide the Concessionaire with the current six (6) cashiering stations for its use for the duration of this Agreement, including two cashier booths at the Seattle Center station, two cashier booths at the Westlake Center station, and one cashier station on each of the two trains.

b. The high-security vault room located in the area described in Subsection III.A.6 containing safety deposit boxes for up to twenty (20) cashiers shall be provided to the Concessionaire "AS IS." The City makes no warranties or guarantees regarding the effectiveness of the existing security system.

c. The Concessionaire shall be responsible for all revenue counting, handling, transporting, and the deposit of revenue into an account which can be audited by the City.

d. The Concessionaire shall keep the process of acquiring a ticket, waiting in line and boarding the trains in line with efficient, cost-effective, up-to-date technology and operating standards.

e. The City, at its sole expense, will acquire and provide to the Concessionaire the initial ORCA equipment and thereafter all ORCA capital equipment costs shall be a Monorail System capital expense and included in the Monorail CMMP program.

5. Fare Data Collection and Reporting Systems. The Concessionaire shall maintain and operate a fare data collection and reporting system. The Concessionaire shall provide any and all maintenance for the fare collection system, facilities, equipment and software and shall ensure that its system is capable of receiving and reporting ORCA-related information. Changes may be made by the Concessionaire subject to Approval by the Director. The Concessionaire's operators, cashiers or other authorized personnel shall enter all data necessary for the satisfactory operation of the fare data collection and reporting system. The Concessionaire shall produce daily, weekly and monthly fare related revenue reports which shall be available upon request by the City Coordinator in a form subject to Approval by the Director.

G. Security, Safety and Emergency Preparedness Requirements and Plan. The Concessionaire shall take all reasonable steps and actions to maximize the safety of employees, patrons, and the general public. These provisions shall be required in all the elements of operation and maintenance of the Monorail System including trains, equipment and fixed facilities and revenue collection. The safety of passengers, operating and maintenance personnel, and the general public shall be an overriding consideration in the development of operating rules and procedures. The Concessionaire shall meet or exceed safety-related codes, standards and regulations of the appropriate local, state and federal authorities.

The Concessionaire shall prepare and implement a System Safety Program Plan (SSPP) and a System Security and Emergency Preparedness Plan (SSEPP), which includes medical emergencies and fire evacuation procedures. These documents and the processes they describe are laid out in the WSDOT Program Standard as new Federal requirements under MAP-21. The Concessionaire shall also be responsible for preparing and implementing any additional reporting requirements and successor reports for WSDOT. These two Plans shall be kept current based on changing rules and continuous improvement action plans. This shall be accomplished through monthly letters to the WSDOT Rail Safety Office. In addition, the Concessionaire shall prepare for annual formal audits by WSDOT of the SSEPP and SSPP. The Concessionaire shall manage the Plans and audits and provide an annual letter for the Director to sign for certification.

1. Passenger Safety. The Concessionaire shall provide an on-going safety program with the goal of ensuring passenger safety. During the Term, the Concessionaire shall implement procedures for the safe and efficient handling of both normal and emergency conditions. The procedures shall include provisions to enable the safe and timely evacuation of patrons and personnel from all fixed structures and facilities. These provisions shall include but not be limited to those required to safeguard patrons, system and emergency personnel, and the general public anywhere on the evacuation or access route from hazards created by the power distribution system, moving persons, vehicles, and potential falls.

2. Industrial Safety. The Concessionaire shall operate and maintain the

Monorail System to provide health and safety provisions for maintenance and operations personnel that are equal to or exceed the requirements of the Occupational Safety and Health Administration, U.S. Department of Labor (OSHA), and the Washington State Department of Labor and Industries.

3. Train Operations. The trains shall operate with human drivers and shall be governed by written rules and standard operating procedures developed by the Concessionaire with the Director's Approval. Trains shall be operated only by trained and qualified operators. Operating personnel shall be regularly monitored for conformance with operating rules and procedures, which shall be firmly and consistently enforced. Operating rules and procedures shall include, but not be limited to, the following:

a. Visual verification that all ramps and vehicle doors are clear before initiation of door closure;

b. Procedures for continued safe operation in the event of failure of signaling, or other wayside or train equipment;

c. Evacuation of patrons from the guideway under emergency or abnormal train/operating conditions;

d. Support of emergency response personnel during emergencies;
and

e. Use of automatic stopping equipment.

4. Maintenance Safety Procedures. Standard safety procedures shall govern all Ordinary Maintenance and CMMP work on the Monorail System. During the Term, the Concessionaire shall employ all appropriate safety procedures which shall be included in an Ordinary Maintenance Plan approved by the Director. The Ordinary Maintenance Plan and Program shall include an Accident Prevention Program. The Concessionaire shall include safety procedures in the SSPP and the Ordinary Maintenance Plan to govern maintenance operations, personnel safety, and communications when persons are on the guideway. Rules and procedures for maintenance work on the beam shall include, but not be limited to, notification to management, shutdown and lockout procedures for traction electrification power, and fall protection requirements. Other components of the Plans shall include but not be limited to documentation control; system safety and hazards analyses; system Ordinary Maintenance assurance plan; operator, attendant and maintenance personnel training program; and failure and Emergency Management Plan. The Concessionaire shall implement and update the SSPP and Maintenance Plans (and their regular updates) throughout the Term under this Agreement.

5. Ordinary Maintenance and Operation Inspections. The City may periodically conduct maintenance and operations inspections. The Concessionaire shall

immediately correct any problems identified by the Director or Project Manager. The Director may request the Concessionaire to remove an employee or subconcessionaire from working on the Monorail System if the employee or subconcessionaire has not carried out his/her work in a safe manner and in accord with safety rules, regulations and procedures subject to applicable law, and the Concessionaire shall comply with such request if just cause for removal exists.

6. Station Security. The Seattle Center will provide security to the Seattle Center Monorail Station, Monorail Annex and storage areas consistent with the standards provided to its other public facilities and campus. The Concessionaire shall be responsible for identifying any additional security services or equipment necessary to maintain a safe operating and maintenance environment and shall notify the Director in writing of any additional security services the Concessionaire believes are the City's responsibility. Subject to the Director's Approval, these additional services shall be funded by the City Services Fund identified in Section XII.H.

7. Communications System. The Concessionaire shall have an effective communication system for normal and emergency situations that includes telephones and a working public address system.

H. Parking. The Concessionaire shall have the right to park one maintenance vehicle in the exclusive use area adjacent to the maintenance bay and shall be issued four (4) parking permits in a City parking facility within three (3) blocks of Seattle Center without separate charge by the City. Additional parking spaces in City parking facilities for service and staff parking will be available at established City parking rates. No additional parking will be accommodated within the perimeter of Seattle Center. Contractor parking passes will be made available to Concessionaire in accordance with Seattle Center established policies for accommodating contractor work on the Seattle Center campus.

I. Delivery Access. Deliveries shall be made to and on the Monorail System prior to 11:00 a.m. daily and in a manner that minimizes congestion and interface with users of the Seattle Center unless otherwise authorized by the Director. Emergency access after 11:00 a.m. may be arranged with the City Coordinator.

XII. ORDINARY MAINTENANCE REQUIREMENTS AND PLAN

A. Maintenance Philosophy. The objective of the Ordinary Maintenance Plan (OMP) is to maintain the Monorail System as a safe, reliable, maintainable, cost-effective and attractive transportation link between Seattle Center and the Seattle Downtown core. The Ordinary Maintenance philosophy shall be based on Reliability Centered Maintenance (RCM), which integrates planned preventative maintenance inspections, predictive testing and inspection, repair and proactive maintenance techniques to create a cost-effective maintenance strategy that addresses dominant causes of equipment failure. The OMP will be evaluated on the results achieved, and

modified, by mutual agreement of the parties, as necessary to improve the performance of the Monorail System.

B. Performance Measures. A key measure of the effectiveness of the OMP is how well it prevents or avoids problems over both the long- and the short-term. Specific performance criteria, which may be modified by mutual agreement of the parties, shall include:

1. Technician hours for Routine Maintenance;
2. Number of "breakdowns" causing service failure;
3. Number of missed trips due to equipment failure;
4. Percent of scheduled Routine Maintenance done on time;

C. General Ordinary Maintenance Responsibilities. Ordinary Maintenance for all elements, components, facilities, equipment and infrastructure shall be the responsibility of the Concessionaire. The Concessionaire shall provide all the resources necessary for Ordinary Maintenance of the entire Monorail System, which includes the trains, guideway and support pylons, electrical rooms, train control systems, stations, maintenance and repair equipment as described in Section XII. D. Ordinary Maintenance shall include, but not be limited to:

1. Janitorial service for the entire Monorail System including all property and equipment as well as the Seattle Center Station platforms and the exterior ramp from the Seattle Center grounds that provides access to such platforms.

2. Routine inspections of trains, guideway, traction power systems, and train control systems.

3. Repairs - scheduled and minor unscheduled;
4. Component changeout;
5. Component and system element overhaul;
6. Testing;
7. System safety and assurance.

8. Adequate spare replacement parts and consumables inventory, including software to track parts in support of Monorail operations;

9. Development of and adherence to an inspection schedule and reliability centered and/or preventive maintenance program, as applicable and represented in the Ordinary Maintenance Program and Plan;
10. Upkeep of system and component maintenance manuals;
11. Upkeep of current system and component drawings; and
12. All-encompassing system maintenance record keeping and reporting.

D. Elements of Ordinary Maintenance Plan (OMP). The OMP shall provide a framework for RCM, which provides flexibility to respond to modifications as dictated by inspections. The Plan's purpose is to identify, plan, coordinate, and accomplish the current and future Ordinary Maintenance needs of the Monorail System in an effective and systematic manner. Ordinary Maintenance can be either planned or unplanned. The Concessionaire shall submit the annual OMP to the City Coordinator. It is the intent of the parties that the Plan shall be consistent with the Monorail System maintenance philosophy. An annual update shall include the Concessionaire's modifications or elimination of maintenance elements, their frequency, and/or the type of maintenance.

1. Staffing Plan. The Concessionaire will prepare and implement an Ordinary Maintenance staffing plan that defines the qualifications and experience of maintenance personnel, the number of maintenance personnel and shift coverage for Ordinary Maintenance personnel, and maintenance call-out and emergency procedures.

2. Training for Multiple Tasks. The Concessionaire shall have a comprehensive training program for all Maintenance Technicians and shall train all Maintenance Technicians to do as many different Ordinary Maintenance tasks as practical. The Concessionaire shall keep detailed records of all training activities, which shall be available for inspection by the Seattle Center at any time. Such training shall provide continuity for vacation relief and shall expedite the effective handling of emergency situations and unscheduled repairs.

Operator training shall include recognition of electrification system defects, particularly improper power system operation or performance. Technicians should be able to identify electrification and power system defects visually, with emphasis on breaks or damage to the conductor rails, bonds, expansion joints, splices, and support brackets.

3. Computer-Based Maintenance Information Reporting System. The Concessionaire shall use a computer-based maintenance management system (CMMS) or other software and technology to efficiently collect and synthesize data on Ordinary Maintenance, schedules, purchase orders, inventory, and reports to proactively manage service requests, simplify work order administration, and track/oversee vendors. This system should make it possible to measure actual results and more readily identify existing and potential maintenance problems. The system shall support detailed analysis of Ordinary Maintenance schedules and practices by the Concessionaire management. At the termination of this Agreement, any software and all system data for the Ordinary Maintenance information reporting system shall become the property of the City.

4. Ordinary Maintenance Program. Maintenance tasks fall into two categories: planned and unplanned maintenance.

a. Planned Maintenance. Performed daily, weekly, monthly, quarterly, semi-annual, and annually, and consists primarily of scheduled inspections and repair(s) to ensure an item of equipment is operating correctly to avoid any unscheduled breakdown and downtime.

b. Unplanned Maintenance. Maintenance required to respond to system and/or component failures. These repair activities cannot be scheduled precisely, but resources need to be dedicated to them. Typically, this type of Ordinary Maintenance may be discovered during operations or during the routinely scheduled maintenance inspections.

5. Ordinary Maintenance Tasks. Ordinary Maintenance tasks shall emphasize exchange of system components, rather than repair of components on the trains, to assure maximum availability of trains for Revenue Service wherever practical. Components removed from the trains shall be tested, serviced, repaired, adjusted, and rebuilt as appropriate.

The specific cycles of vehicle Ordinary Maintenance work to be accomplished, determined based on the history of the system, shall include the following tasks unless modified by the mutual agreement of the parties.

a. Daily

- Test drive each train to ensure satisfactory normal operation to include package control and braking systems (normal and emergency) prior to initiation of passenger service
- Functional test of all train doors, gates, ramps, and signals prior to initiation of passenger service and replacement or repair as necessary for safe and reliable operation

- Functional test of all safety devices, annunciators, switches, and the interlock, and replacement or repair as necessary for safe and reliable operation
 - Tire inspection
 - Visual inspection and functional test collectors
 - Functional and/or visual inspection of all train safety-related items, including but not limited to lights, fire extinguishers, first aid kits and windshield washers/ wipers
 - Visual inspection of beam
- b. Weekly
- Inspect Westlake/Seattle Center Substations to ensure operations within normal electrical and temperature control parameters, and all safety features are operating satisfactorily
 - Tire inspection for defects and satisfactory wear
- c. Monthly
- Inspection of station and train fire extinguishers
 - General inspection of train interior and exterior for signs of damage or deterioration
 - General inspection of train lower compartments for cleanliness, removing any accumulated oil, grease or flammable material that could contribute to a fire
 - Inspection of train doors, adjustment and lubrication of door operators and sensitive edges
 - Train batteries test and fill
 - Inspection of resistor racks for abnormal conditions
 - Inspection of on-train compressors for satisfactory operation
 - Inspection of shop air compressor for satisfactory operation
 - Inspection of the propulsion control electronics, including testing and adjustment of inputs and outputs including visual check/repair of low voltage contacts, rollers and wire
 - Inspection of air and electrical systems
 - Lubrication of brake shafts, guide tire hubs, air spring load arm pivot pin bushings
 - Inspect gates including condition of sensitive edges, tubing, rubber lip seals and wave switches
 - Clean and inspect ramp operating mechanisms for cracked welds, failed parts, and damage
- d. Bi-Monthly
- Inspect forklift for satisfactory operation, including battery check and safety features

e. Quarterly

- Brake inspection including shoe wear, integrity linkages, actuator proper operation. Lubricate brake S-cam shaft bushings, brake shaft slip joints and U-joints
- Visually check Bogie alignment
- Inspect high speed and low speed shafts including lubrication of shaft slip-joints and U-joints
- Lubricate collector assembly bushings
- Lubricate car inter-car pins
- Remove all excess oils/greases on interior of maintenance doors/compartments
- Inspect and clean interior of gate enclosures, integrity of the gate linear actuators and inspect glass and frames of gates for damage
- Cleaning of cabinets, relays, annunciators, and signal heads
- Cleaning, lubrication and adjustment of gate and ramp operating mechanisms and bearings
- Inspect gear boxes and change gear box oil

f. Semi-Annual

- Motors Insulation Resistance test, inspect traction motor commutator, bearings and brushes
- Ramp inspection, lubrication and extensive cleaning as required
- Inspect and clean interior of gate enclosures
- Inspect and replace filters and oil in Shop air compressor
- Re-lamping of signals
- Clean and check integrity and function of detectors

g. Annual

- Inspect crane and hoist
- Beam and power rail inspection including checking integrity and tightness of all mounting hardware and fittings, checking/cleaning insulators for damage and replacement as necessary, checking integrity and continuity of expansion joints and bonding straps, checking tightness of butt splices and midpoint anchor clamps
- Check power rail wear at points of unusual stress, including splices, sections on curves, locations where the distance from beam surface to contact surface changes rapidly, and hard spots where arcing occurs from contact shoe bounce
- Calibration of shop tools requiring calibration
- Inspection at Seattle Center and Westlake Center substations, including gauge calibrations as required. Inspection will include a functional check be performed on all

devices, switches and breakers; cleaning of all devices, buses, breakers, switches, fuse holders, contacts, terminals, batteries (for cleanliness, electrolyte level and state of charge), relays and annunciators

- Cleaning at Seattle Center and Westlake substations of devices, buses, breakers, switches, fuse holders, contacts, terminals, relays and annunciators; transformers and rectifiers; batteries and battery racks; Calibration of all meters and instruments; and check all terminals for tightness

h. Unplanned Ordinary Maintenance tasks are characterized as maintenance that is unplanned but is necessary for maintaining the operation of the Monorail System. All expenses related to unscheduled maintenance and repairs shall be included in Operating Expenses, unless agreed otherwise by the parties.

E. Emergency Maintenance. The Concessionaire shall respond to emergency situations in a timely fashion. Outside contractors should be available in "on-call" status to provide additional personnel and specialized equipment (e.g., service trucks, heavy equipment, lighting units, etc.) that may be needed to respond to major incidents. All Emergency Maintenance shall be included in Operating Expenses unless the Director and the Concessionaire mutually agree otherwise.

F. Subconcessionaire Activities. Concessionaire may subcontract for Ordinary Maintenance work performed requiring infrequently needed skills, specialized machinery and/or large production crews. Whether the Concessionaire chooses to perform the work with its staff or with a subcontractor, the work shall be the responsibility of the Concessionaire.

G. Maintenance of Stations, Shop, Monorail System Annex, Storage Areas, Signage.

1. Seattle Center Station, Annex and Storage Areas. The City shall be responsible for performing all Seattle Center Station, Shop, and Monorail System Annex maintenance (including mechanical, structural, painting, electrical, and plumbing work), except the Concessionaire shall be responsible for maintenance of the fare collection system, and all equipment, fixtures, and tools associated with Monorail System operation and effective January 1, 2020, the Non-Fare Revenues. Examples of equipment and fixtures, which are the responsibility of the Concessionaire, are the Westlake station gates and ramps, the Westlake station equipment electrical system, the Monorail System electrical equipment at both stations, two maintenance vehicles used for guideway repairs, the portable work stands, shelving for parts storage, the air compressor, the lathe and the joist/boom to lift the maintenance vehicles, and effective January 1, 2020 Non-Fare Revenue Signage and advertising associated with Non-Fare Revenues. The Concessionaire shall also be responsible for janitorial maintenance and re-lamping of light fixtures at the Seattle Center Station, shop, Monorail System Annex,

and Armory storage area. The cost of maintenance performed by the Concessionaire under this section, except for costs associated with Non-Fare Revenues effective January 1, 2020 which shall be Non-Fare Revenue Expenses, shall be an Operating Expense. The maintenance performed by the City under this section is subject to reimbursement through the City Services Fund.

If the Concessionaire requests that the City perform maintenance services which are the City's responsibility under this section, the City reserves the right, consistent with the City's labor agreements and in the Director's sole discretion, to authorize the Concessionaire to undertake and complete the requested work consistent with Seattle Center maintenance specifications, in which case the Director Approved cost of any such maintenance services may be charged to the City Services Fund.

2. Signage. Maintenance and repairs to all operational, directional, and informational signage at the Westlake Center and Seattle Center, and Monorail signs on Fifth Avenue shall be the responsibility of the Concessionaire, shall meet Seattle Center Signage Standards, and except for costs associated with Non-Fare Revenue Signage and other Non-Fare Revenues which effective January 1, 2020 shall be Non-Fare Revenue Expense, shall be an Operating Expense.

3. Westlake Center Station. The Concessionaire shall timely pay to Westlake Center the monthly fee as specified in the Westlake Center Operating and Easement Agreement. Proof of payment shall be sent to the City Coordinator at the City's request.

The Concessionaire shall notify Westlake Center Associates, in writing, of any deficiencies in the services it is required to provide. The Concessionaire shall also notify the City's Coordinator in writing regarding any such deficiencies.

4. Maintenance Standards for City Services. The maintenance services Seattle Center provides shall be consistent with the standards provided to its other public facilities such as the Armory. The Concessionaire shall be responsible for identifying all repairs and services required for the Monorail System and notifying the Director in writing of any item which it believes are the City's responsibility. It is the Concessionaire's responsibility to notify the Director regarding any problems associated with the quality or timeliness of services provided by Seattle Center staff.

H. Reimbursement for Services Provided by the City. The Concessionaire shall accrue five thousand dollars (\$5,000) per month, plus annual CPI-U adjustments in an amount equal to the percentage increase in the CPI-U for the immediately preceding calendar year, into a separate line item account, the "City Services Fund". Effective January 1, 2019 the monthly accrual shall be four thousand one hundred sixty-six dollars and sixty-six cents (\$4,166.66), which amount shall be adjusted annually thereafter throughout the Term to reflect increases in the CPI-U. This fund shall be used to reimburse the City for costs incurred by Seattle Center for graffiti removal or maintenance work performed on the Monorail System or, if City determines and has notified the Concessionaire in writing that the City will authorize Concessionaire to perform maintenance work which is the City's right, with the Director's Approval, Concessionaire may undertake the work and charge the actual Concessionaire's costs to the City Services Fund per Section XII.H. The fund may also be used for incremental security services beyond those provided for the rest of the resident organizations and public spaces at the Seattle Center and Approved by the Director in his sole discretion. The fund may not be used for services related to the Non-Fare Revenues. The City will be reimbursed at the current Seattle Center Work Order Billing Rate for all hours of service provided by City personnel. At the end of each calendar year, any unspent funds remaining in the City Services Fund shall be remitted to the City.

XIII. CAPITAL AND MAJOR MAINTENANCE PROGRAM

A. Requirements for Capital and Major Maintenance Program Plan.

1. Capital and Major Maintenance Program Plan Purpose. The Concessionaire and City shall jointly prepare a rolling five-year (5) Capital and Major Maintenance Program Plan (CMMP Plan). The CMMP Plan will identify all planned Capital Improvement and Major Maintenance projects for the subsequent five years, whether anticipated to be funded by the Irrevocable Renewal Account, by a federal grant, by some other funding source, or any combination of sources. The CMMP Plan's purpose is to identify and prioritize current and future Capital Improvement and Major Maintenance needs of the Monorail System in a systematic manner.

B. CMMP Plan Overview and Requirements.

1. CMMP Plan Content. The CMMP Plan will be a rolling five-year plan addressing the required and anticipated capital improvement and major maintenance needs of the Monorail System and their anticipated funding sources. These projects shall include modifications, repairs and improvements to the Monorail System which are requested by the City or the Concessionaire to enhance the function and operation of the Monorail System, to add to the value of or extend the useful life of the Monorail System, improve the attractiveness of the Monorail System to users and the general public, and/or improve Monorail System operational, mechanical or financial performance.

2. Initial CMMP Plan. The CMMP will be prepared and maintained by the Concessionaire with input from the City and shall be mutually agreed to by both parties. The first five-year CMMP plan shall be prepared coincident with the execution of this Agreement and shall address the period January 1, 2015 through December 31, 2019. Annual approval of the CMMP Plan updates will provide the basis for City and Concessionaire to enter into Project Agreements which shall identify the budget, schedule and contracting methods for specific projects.

3. Criteria for Projects. Projects proposed for inclusion in the CMMP Plan shall be evaluated in relation to each of the following criterion:

- a. Improves safety or security for riders and/or staff, and/or the public;
- b. Enhances reliability;
- c. Improves the appearance of the Monorail trains and/or stations
- d. Improves efficiency of maintenance or operations;
- e. Improves the long-term maintainability of the Monorail System;
- f. Enhances the number of riders and/or increases Concessionaire's Operating Revenue;
- g. Improves the rider experience;
- h. Reduces the cost of operations or maintenance;
- i. Enhances Concessionaire's Operating Revenue generation.

4. Annual Modifications and Plan Approval. On or before October 15th of each Contract Year, the Concessionaire shall propose and prepare updates and modifications to the CMMP Plan and submit them to the Director for review and Approval. It is the intent of the parties that the CMMP Plan shall be dynamic, be the result of a cooperative effort, and be consistent with the Monorail System Maintenance philosophy as described in Section XII. At the election of either party, review of the Plan may be aided by the expertise of a mutually selected independent engineer or consultant. The cost of utilizing such expert shall be a CMMP Expense. The existence of the CMMP Plan shall in no way limit the City's ability to perform capital improvements to the Monorail System which do not use funds from the Irrevocable Renewal Account. The CMMP Plan, when approved, shall identify the estimated cost, proposed funding source, the anticipated project schedule, and the proposed contracting method for each CMMP Plan project.

C. CMMP Plan Projects.

1. CMMP Plan Project Implementation. The Concessionaire will perform or manage and contract for CMMP Plan projects if mutually determined in a Project Agreement.

2. Major Maintenance, Capital Improvements, Alterations. The Concessionaire shall not perform or contract for any Major Maintenance, Capital Improvement, or substantial alteration to the Monorail System, regardless of the funding source, without the Approval of the Director, which may be granted, withheld, or conditioned in the Director's sole discretion. The Concessionaire shall submit to the Director all contract documents, schematic designs, design development drawings, and final working drawings and specifications for such work. The Concessionaire shall not begin any Major Maintenance or Capital Improvement or construction of any improvement, addition, or alteration of the Monorail System until after the Director has approved all applicable contract documents, plans, specifications, and drawings. All work carried out by Concessionaire shall be completed in compliance with this Agreement and with the terms of a Project Agreement (defined below) executed by the parties.

3. Project Agreements. Prior to beginning any CMMP Plan project, whether carried out by the Concessionaire or otherwise, the Director and the Concessionaire shall enter into a project specific construction agreement ("Project Agreement") that details the specific project scope, schedule, budget, and contracting method. If the Concessionaire will carry out the project, the Project Agreement shall also include all applicable state, federal and funding source requirements, and insurance provisions. Unless otherwise specified in the Project Agreement, the City shall own all improvements and alterations to the Monorail System. Each party hereby agrees to provide the other technical support and project coordination in support of CMMP projects performed by or managed by the other, and the Concessionaire agrees to reimburse the City for the same as a CMMP Expense, subject to a Project Agreement.

4. Permits, ADA. All CMMP Plan projects shall comply with all permitting and legal requirements, including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (ADA) and the requirements of the City of Seattle's ADA Compliance Team. The Concessionaire expressly acknowledges that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that in such instances, the ADA requirements shall control.

5. Work Consistent with Approved Plans and Specifications. No Capital Improvement, Major Maintenance, or other improvement, alteration, or addition shall be constructed, placed, or erected except in accordance with final working plans and

specifications to which the Director has given approval. Immediately following the Concessionaire's receipt of notice by the City of any variation between the approved plans and specifications and any improvement, addition, or alteration in, on, or being made to the Monorail System, the Concessionaire shall either desist from occupation, use, and operation of such improvement, addition, or alteration and remove it from the Monorail System or make it consistent with such approved plans and specifications.

6. CMMP Expenses. All CMMP Expenses shall be recorded separately from Operating Expenses. Any project funded all or partially with federal funds must meet all federal requirements. The CMMP Expenses that may be included in a Project Agreement may include:

- a. Project planning and programming, including costs of developing and updating the CMMP;
- b. Administration, record keeping, project related reporting requirements, and coordination with the Seattle Center related to the project;
- c. Salaries and wages, including payroll taxes and benefits, of the Concessionaire's employees working on the approved project (including the Maintenance Manager, but not the General Manager);
- d. The actual direct cost of parts, supplies and inventory items used, together with transportation charges and sales or use taxes thereon if procured by the Concessionaire;
- e. The costs of independent vendors or professionals, together with sales or use tax thereon, who provide goods and services in connection with the CMMP;
- f. Equipment rented or purchased by the Concessionaire, together with sales or use tax thereon, used in connection with CMMP projects and the costs thereof; and
- g. Facility Repairs and upgrades

7. Improvements, Additions, and Alterations Become City Property. All improvements, additions, and alterations made to the Monorail System shall become the property of the City upon completion.

8. Concessionaire's and City's CMMP Expenditures. The Concessionaire shall document all CMMP Expenses and preserve all records of development, alteration, improvement, and construction costs during the Term of this Agreement and make the records available to the Director for audit.

9. Federal Requirements. Any Capital Improvement or Major Maintenance carried out under this Agreement which uses federal funds shall comply with the FTA procurement requirements in Exhibit D.

XIV. STATION IMPROVEMENTS AND CAPITAL FUNDING PLAN

A. Station Capital Improvements. In addition to any capital project that is anticipated under the CMMP as of the Effective Date, the parties agree to pursue certain improvements to the Monorail System stations to improve Monorail capacity, accessibility, and connections to other transit systems. After the Effective Date, the parties agree to develop a Project Agreement for up to Three Million Five Hundred Thousand Dollars (\$3,500,000) of station upgrades to be completed as a public CMMP project with a completion date of September 2021. Priority elements include new passenger fare gates; separately located facilities for the vending of Monorail tickets at both stations; refurbished extension ramps and passenger safety gates at Westlake Center station; and upgrades to the Seattle Center station, including the platform, to the extent funds remain. The scope of Station improvements will be further defined in the Project Agreement and will be coordinated with the Westlake Improvements funded by Concessionaire.

B. Westlake Improvements.

1. Property Approvals. Concessionaire shall seek all required approvals and property rights necessary for completion of the Westlake Improvements. Concessionaire shall seek to establish terms of leases or easements which are commensurate with the useful life of the Westlake Improvements. Concessionaire and the City shall cooperate to ensure that the property rights allow for the City's beneficial use of the Westlake Improvements and associated property rights after the expiration of the Operating Term, to the extent practical. Any property rights to be acquired by Concessionaire through either lease or easement shall be subject to the Director's Approval.

2. Funding and Construction. Concessionaire shall make a private investment (i.e. not funded by the IRA) of not less than Three Million Five Hundred Thousand Dollars (\$3,500,000) and no more than Twelve Million Dollars (\$12,000,000), the exact amount within these limits shall be determined by the Concessionaire in its sole discretion, in its efforts to pursue, Complete, and gain the use of the Westlake Improvements by December 31, 2022. Should the Concessionaire not reach agreement to obtain the necessary property rights to make the Westlake Center Station improvements, as Approved by the Director, or if the costs for the Completed Westlake Center Station improvements total less than Three Million Five Hundred Thousand Dollars (\$3,500,000), then no later than December 31, 2022 the Concessionaire shall fund improvements to the Monorail System as shall be mutually determined by the

Concessionaire and the Director in a total amount of no less than Three Million Five Hundred Thousand Dollars (\$3,500,000) inclusive of Concessionaire's Westlake Center Station improvement costs. The Concessionaire's soft costs and construction costs shall be included for purposes of determining the amount of its private investment, including but not limited to costs of all construction contracts, materials, architectural and engineering design, permits and fees, rents or additional easement fees paid to Westlake Center Associates LLC during construction, construction financing legal fees for the project, hazardous materials remediation, FF&E, Operational Signage, and project management costs, but excluding the labor costs of any person having an ownership interest, or representing an owner, in Seattle Monorail Services, LLC. Once Complete, the Westlake Improvements shall become part of the Monorail System.

3. Concessionaire Reporting, City Oversight, and Coordination.

Beginning in January 2020 and continuing thereafter until the Westlake Improvements construction project is Completed, the Concessionaire will provide a monthly report to the Director showing (i) the project budget for the Westlake Improvements (ii) Westlake Improvement expenditures by category for the month and the total expenditures to date (ii) forecast expenditures remaining through Completion (iii) updated project schedule, and (iv) known open issues requiring resolution. Concessionaire shall provide additional information regarding the Westlake Improvements upon request of the Director.

4. Amortization as an Operating Expense. Upon completion of the Westlake Improvements, Concessionaire may amortize the principal (i.e. private investment) and market-rate interest of a term loan used to pay Concessionaire's soft costs and construction costs of the Westlake Improvements over the remaining Term. The amortized principal and interest may be included as a Westlake Improvement Expense, which in total shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000) per Contract Year (prorated for any partial Contract Year). With the Director's approval, which may be granted or held at the Director's discretion, Concessionaire may prepay amortized principal of the term loan and treat such prepayment as an Operating Expense, subject to the One Million One Hundred Thousand Dollar (\$1,100,000) per Contract Year cap.

XV. SPARE PARTS, SUPPLIES AND EQUIPMENT

A beginning inventory of spare parts and supplies provided to the Concessionaire is identified in **Exhibit C**. This beginning inventory of parts and supplies is generally suitable for the ongoing operation of the Monorail System in its current configuration. Consistent with City accounting requirements, the Concessionaire shall manage and update this inventory annually, or as requested by the City, to provide for the ongoing operation of the Monorail System and at the end of the Term shall relinquish to the City an ending inventory with the same general level of utility as is reasonably practical. All system records, including any software, parts, and supplies are the property of the City and shall be relinquished to the City at the termination or expiration of this Agreement.

A. Itemized inventory. The Concessionaire will maintain an itemized inventory of critical Monorail System spare parts and supplies. All spare parts and supplies purchased shall be an Operating Expense, be the property of the City, and be relinquished to the City at the termination of this Agreement.

B. Minimum Train Spare Parts. To assure maximum train availability and to accommodate long lead times required to receive the following parts, a reasonable supply of spare parts must be acquired, stored, and replenished as necessary to be available within twenty-four (24) hours. Items which can be procured readily from commercial vendors (such as cable, switches, relays and lights) need not be kept in large quantities, so long as immediate emergency requirements can be met. A reasonable inventory of spare parts should include:

1. Electrical and mechanical components for propulsion, braking, doors, lights, air comfort, and other auxiliary systems
2. Wheels and tires
3. Power supplies
4. Batteries
5. Current collectors
6. Distribution system including brackets, hardware, fittings, power rail, insulators, feeder wire, bonding cable, expansion joints, midpoint anchor clamps, and rail butt splices. Spare parts needed for the Seattle Center and Westlake substations shall include but not be limited to circuit breakers, circuit breaker contacts, switches, diodes, instruments, relays, timers, fuses, annunciator lights and wiring.

C. Equipment. Any new or replacement equipment that the Concessionaire purchases as an Operating Expense shall be deemed City property and relinquished to the City at the expiration or earlier termination of the Term.

XVI. MARKETING; NON-FARE REVENUE

A. Cooperation and Coordination. The Concessionaire and the City hereby acknowledge that successful promotion and marketing of the Monorail System requires the parties to have aligned priorities and objectives, coordination, and mutual cooperation. The parties will work in good faith to build a common vision for the Monorail System and develop a work plan to pursue this vision. To this end, the Concessionaire and the City agree to ongoing, open and timely communication of prospective opportunities and upcoming program plans.

B. Marketing Plan. The Concessionaire shall develop, update, and implement a Monorail Strategic Marketing Program as Approved by the Director. Concessionaire's marketing program shall strive to: i) optimize the gross receipts and net operating income from Monorail System operations, ii) grow opportunities and market demand for revenue enhancement such as advertising, merchandising, sponsorships, and special events, iii) build the image of the Monorail System as a valuable public icon, and iv) align with the Seattle Center Strategic Marketing Plan, incorporated by reference and as amended from time to time in the City's discretion.

City and Concessionaire management staff shall meet quarterly to:

1. Review and approve the Monorail Strategic Marketing Program;
2. Look for ways to leverage and complement each organization's marketing efforts;
3. As determined by the Director, decide upon placement of the City's digital Non-Fare Revenue Signage display rights under Subsection XV.I.5;
4. Coordinate potential marketing and sponsorship opportunities for both Seattle Center and the Monorail; and
5. Make recommendations regarding scheduling windows and operational impacts of prospective opportunities and upcoming program plans, including advertising, sponsorship and promotional opportunities, for the Monorail System and for Seattle Center specific plans that would impact the Monorail System.

C. City's Marketing Responsibilities. To assist the Concessionaire in promoting the Monorail System, and where recommended by the Monorail Strategic Marketing Program, the City will feature Monorail System information in the Seattle Center Marketing program. The City shall:

1. Provide opportunities to feature the Monorail System in City marketing programs which may include:
 - a. marketing and communications ads and inserts in print advertising materials and other advertising mediums;
 - b. campus posters and brochures;
 - c. e-newsletters (produced by Seattle Center);
 - d. seattlecenter.com and mccawhall.com homepages;
 - e. such phone technology as may be available as technology;

develops

- f. press materials;
- g. Event Sales materials; and
- h. Events and Operations Calendars.

2. When requested by members of the public, provide Monorail information from the Seattle Center's Customer Service Desk regarding rates and hours of operation (to walk-in customers as well as telephone inquiries).

3. Include Monorail information in Seattle Center's press materials.

4. Include Monorail information in promotional materials for major public programs produced by Seattle Center.

5. Provide campus electronic reader board space as outlined in the Seattle Center Strategic Marketing Program to promote the Monorail. The Concessionaire will provide the City with written reader board copy thirty (30) days in advance of posting. All reader board copy will be subject to City approval and will be posted at City expense.

6. The City shall maintain digital monitors on the Seattle Center Monorail platform until the earlier of either: (i) the conclusion of every term of the existing Seattle Center sponsorship agreements identified in Subsection XVI.I.1 or (ii) such time as the Concessionaire replaces them or procures them from the City pursuant to the City's surplus property policies, the cost of either or which will be a Non-Fare Revenue Expense. Should Concessionaire opt to purchase or replace the City's digital monitors, the City will provide Concessionaire with the copy and materials, in a mutually agreed digital format to enable the City to fulfill the digital display requirements of the Seattle Center sponsorship agreements identified herein in addition to the up to twenty percent (20%) of digital display opportunities that Concessionaire shall make available to the City as stipulated in this Agreement.

7. The City shall provide to Concessionaire with the copy and materials for the City's portion of the digital Non-Fare Revenue Signage display opportunities under Subsection XV.I.5 in a mutually agreed digital format

D. Free or Discounted Passenger Trips.

1. The Concessionaire shall provide free passenger trips requested by the Director for:

- a. Uniformed Seattle Police Department employees;

b. Seattle Center Employees who are covered by collective bargaining agreements that provide for free passage on the Monorail System, in accordance with Seattle Center policies, with a Seattle Center ID card; and

c. No more than two hundred (200) round trip uses per calendar year by government officials, volunteers or employees of the City for official City business.

2. The Director may annually identify up to fifty-five hundred (5,500) free or discounted one-way Monorail System passenger trips in conjunction with Seattle Center promotions and events.

3. The Concessionaire shall be entitled to up to fifty-five hundred (5,500) free or discounted one-way Monorail System passenger trips annually in connection with special promotions or events and unlimited trips for employees, subconcessionaires or subconcessionaire employees while in the performance of their respective work duties.

E. Media and Public Relations. The Concessionaire shall handle its own media and public relations regarding maintenance and operation of the Monorail System. However, the Seattle Center shall be informed within twenty-four (24) hours of any media inquiries and immediately of any media issues of an emergency nature such as accidents, safety-related issues, or misappropriation of funds.

F. Signage and Graphics.

1. At the Seattle Center Station, Seattle Center retains the right to have site directories identifying some or all campus constituents, informational signage, digital monitors on the Platform per Subsections XVI.C.6 and XVI.I.5, and signage on the Seattle Center Station exterior. In the portions of the Seattle Center Station where the Concessionaire does not have exclusive use or the exclusive right to pursue Non-Fare Revenue, the Director retains the right to add such other signage as the Director may reasonably determine consistent with the Monorail Strategic Marketing Program. As determined by the Director, all such signage referenced herein shall not unduly hinder the Monorail System's passenger capacity or station visibility from the Seattle Center campus. In addition, all Westlake Center Station signage requires Seattle Center approval. Removal and replacement of and/or modification to any of these signs will be subject to Seattle Center Approval.

2. The Concessionaire will be responsible for all Monorail System Operational Signage (including rate, directional and informational signage, and system signage). The Concessionaire will be responsible for any signage required by the FTA. A copy of the then current individual fares will be displayed on the Monorail in such a manner to be easily viewed by the public whenever the Monorail is open for business. Concessionaire shall be responsible for updating and maintaining their Non-Fare Revenue Signage advertising, sponsorship and promotional signage on the Monorail

System.

3. Seattle Center retains the right to place and maintain signage, advertising and sponsorship on all Monorail columns in accordance with the Land Use and Traffic codes of the City of Seattle. All revenue from signage, advertising and sponsorship on the Monorail's columns from City use will be retained by the City. Subject to the Director's Approval and Land Use and Traffic Codes, the Concessionaire may utilize the Monorail columns for advertising, sponsorship and signage and effective January 1, 2020, all revenue from such Concessionaire use shall be included in Concessionaire's Non-Fare Revenue.

4. All graphic designs, text and images of any type or nature to be viewed by the general public and placed upon or affixed to the Monorail System, or used on materials in connection with the Monorail System including but not limited to printed materials, advertising, sponsorship and other promotional materials and the location thereof, will be subject to the Approval of the Seattle Center Director. Approval for designs, text and images on social networking platforms such as Facebook, Twitter, Flickr and Instagram may be granted on a platform basis.

5. All signs, advertisements, and verbal messaging must be consistent with current Seattle Center messaging.

6. The City grants the Concessionaire an exclusive, royalty-free license to use the Monorail logo image, as currently designed or modified in the future, subject to the Director's Approval, for the purpose of advertising, merchandising, licensing, vending, and promotional rights conducted in compliance with this Agreement for the Operating Term. Notwithstanding the foregoing, Seattle Center reserves the right to use the logo at no cost in Seattle Center and City promotions and material.

G. Portable Stands. The City may permit temporary or portable promotional stands to be located from time to time on the Monorail Platform. The Concessionaire will furnish, as an operating expense, all labor, equipment and supplies for the moving, setting up and dismantling of temporary or portable stands in such locations as are Approved by the Director and the City's Fire Department. Effective January 1, 2020, if the stands are utilized for purpose of generating Non-Fare Revenue, expenses associated with such use shall be Non-Fare Revenue Expenses. The number and location of temporary or portable stands will be subject to mutual agreement of the Director and the Concessionaire.

H. Vending and Hawking.

1. To the extent that such activities are given Approval by the Director, the Concessionaire shall have the exclusive right to use vending machines and to engage in or permit the hawking of concession food, beverages, or merchandise, on the Seattle Center Platform, the Monorail Trains, and at Westlake Center if and where permitted by

Westlake Center Associates LLC. All income to the Concessionaire through any vending and hawking shall be included in Concessionaire's Operating Revenue until January 1, 2020 and thereafter shall be Non-Fare Revenue.

2. The location of points of sale, methods of sale or business transacted, will be subject to the Approval of the Seattle Center Director.

I. Non-Fare Revenue.

1. Concessionaire's Exclusive Right. The Concessionaire shall have the exclusive right and opportunity, subject to the Director's Approval, to pursue sources of Non-Fare Revenue through merchandising, promotions and sponsorships associated with the Monorail System from promotional materials, Non-Fare Revenue Signage and marketing placed on and conducted from the following locations: the trains, the roofed portion of the Seattle Center station which includes the Restricted Portion of the Seattle Center Platform, the north and south train exit bays and the area between these bays and the Armory, excluding the pedestrian bridge to the Armory and excluding the ramp that connects the platform to the Seattle Center grounds, and, subject to future agreement with the owners of Westlake Center, within the Westlake Center Station. Concessionaire shall retain all revenue from the activities authorized under this section. To facilitate the Director's Approval of Non-Fare Revenue activities, Concessionaire shall provide such detail regarding proposed sponsors and proposed activations as reasonably requested by the Seattle Center Director. Concessionaire's exclusive rights shall be subject to the City and Seattle Center Foundation's existing sponsorship agreements and associated Monorail System fulfillment obligations with Alaska Airlines (expires December 31, 2019), Coke, (expires July 31, 2020) and Lyft (month-to-month up to the opening of the Seattle Center Arena) and T-Mobile (expires March 1, 2022) until the expiration of the current agreements, and such agreements shall not be renewed or extended. Concessionaire's costs and expenses in generating Non-Fare Revenue shall be borne solely by and paid for by Concessionaire, and shall not be included as a Monorail System Operating Expense.

2. Concessionaire shall develop Non-Fare Revenue opportunities (i) in compliance with all laws, and (ii) in a professional manner consistent with industry standards for other third-party service providers performing similar services for world-class entertainment areas.

3. Concessionaire shall be responsible for all costs and liabilities arising from Non-Fare Revenue generating activities and associated agreements entered into by Concessionaire. Concessionaire may employ agents to generate Non-Fare Revenue that shall be subject to the same rules and restrictions of this Agreement.

4. Concessionaire is solely responsible for the conduct and content of its promotions and advertising, and all related materials and activities.

5. City's Reserved Rights: Concessionaire agrees to make up to twenty percent (20%) of its current and future digital Non-Fare Revenue Signage display opportunities available to Seattle Center for use as the Director determines, provided that Seattle Center's reserved right does not include the right to pass-through sponsorship rights to other parties. For purposes of this Agreement, sponsors, promotional partners, licensees, and other third parties associated with events, Seattle Center campus tenants and facilities, heritage events, and philanthropic and charitable activities shall not be considered pass-through sponsorship. The City reserves to itself naming rights with respect to any portion, place, facility segment or feature of the Monorail System, including presenting, title and similar types of sponsorship identification for the Monorail System and such shall not be a source of Non-Fare Revenue.

6. Non-Exclusive Right. The Concessionaire shall have the non-exclusive right and opportunity, subject to the Director's Approval, to pursue Non-Fare revenue sources identified in Subsection XVI.I.7. on those portions of the Monorail System to which the Concessionaire has not been granted exclusive rights, per Subsections XVI.H and XVI.I.1.

7. Non-Fare Revenue Sources May Include:

- a. Direct sales or concessions (limitations exist on the City's ability to merchandise the Westlake Center Station) such as sale of Monorail memorabilia, postcards, buttons, literature, T-shirts, newspapers, or coffee.
- b. Advertising and sponsorship.
- c. Promotional dollars or exchange of services, supplies, equipment or parts for promotional benefit.
- d. A marketing program targeted to tour group promoters or other distribution channels to reach the tourist market.
- e. Use of the Monorail by film companies in exchange for publicity and/or site use fees.
- f. Promotions with Seattle Center event clients, resident organizations, tenants, the Space Needle, Pacific Science Center, and Westlake Center.
- g. Promotions with non-profit groups.
- h. Any fees paid to Concessionaire by subconcessionaires for activities or promotions conducted within the Monorail System.

i. Any fees paid to Concessionaire by licensees if the subject matter of the license pertains to the operation of the Monorail System or is derived from the Concessionaire's marketing activities under the agreement.

J. Sponsorship Coordination with Seattle Center. The Concessionaire shall work cooperatively with Seattle Center in site enhancements and/or display of promotional materials supplied by Seattle Center to promote Seattle Center events and programs and in support of Seattle Center advertising and sponsorship, provided these do not unreasonably interfere with Monorail System operations, advertising, sponsorship or concession programs of the Concessionaire which have been Approved by the Director. Except for the rights granted to Concessionaire under this Agreement, the City reserves all other promotional, advertising and sponsorship rights at and relating to Seattle Center, including rights granted to other tenants and organizations, the right to enter into, or grant a third party the right to enter into, naming rights, advertising or sponsorship agreements, including granting exclusive representation, applicable to any Seattle Center common area or Seattle Center facility, including the Non-Exclusive Use portions of the Monorail System for which Concessionaire has not been granted the exclusive rights to merchandising, promotions and sponsorships, such that the City or Concessionaire will be limited or prohibited from entering into new agreements or renewing advertising or sponsorship agreements with competing sponsors. Concessionaire shall not violate or interfere with any exclusivity right granted to a sponsor as of the effective date of this Agreement.

K. Restrictions on the Concessionaire's Activities. The Concessionaire shall not permit any promotion or advertisement that is inappropriate to the family orientation of Seattle Center, as determined by the Director, or that encourages the purchase of any firearm or pornographic material or "adult" entertainment or the purchase or consumption of any tobacco, cannabis or cannabis product, or illegal drugs or paraphernalia. In the event any such service or commodity, other than that specifically authorized by the Director, is offered for sale, promoted, sponsored or advertised, the Concessionaire shall immediately cease and desist from any further sale, promotion or advertisement upon receipt of notice from the Director.

XVII. UTILITIES

The Concessionaire shall pay, as an Operating Expense, all charges for water, light, heat, gasoline, garbage collection, sewer, telephone service and all other utilities provided to the Monorail System; provided that if such utility services are furnished to the Monorail System and adjacent City property on a consolidated basis and are not separately metered, the Concessionaire shall reimburse the City for a pro rata share of the consolidated charge at the rate paid by the City in an amount to be reasonably determined by the Director. The Concessionaire shall pay all charges for utility hookups, connections and installations including those for telephone and high-speed internet service. The City shall not be liable

for any failure or interruption of water, gas or electrical supply, or for loss of property, or for injury or damage to person or property resulting from steam, gas, electricity, water, rain or snow that may leak or flow from or into any part of any Seattle Center building, or from the pipes, appliances or plumbing of a building or from any other place or for interference with light, view, or access caused by any operations by or for any governmental or quasi-governmental entity in the construction or repair of any public utility, but the City shall use its best efforts to remedy any such failure or interruption over which the City has control as quickly as practical. The Concessionaire shall not install any equipment that will exceed or overload the capacity of any utility facility. If any equipment installed by the Concessionaire requires additional utility facilities, the same shall be installed at no expense to the City, and only in accordance with, plans and specifications subject to the approval of the Director.

XVIII. ENVIRONMENTAL STANDARDS

A. Definitions. As used in this Agreement, “Environmental Law” means any environmentally related local, state or federal law or regulation, ordinance or order as now or hereafter amended, including but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any regulations developed under the authority of the above laws from time to time. As used in this Agreement, “Hazardous Substance” means any substance designated as, or containing any component designated as hazardous, toxic, or harmful under any Environmental Law.

B. Concessionaire’s General Obligations. The Concessionaire shall not use any portion of the Monorail Annex, Westlake Center Station, Seattle Center Station, or any other area designated for the Concessionaire’s use under this Agreement to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances, with the exception of Hazardous Substances necessary and customary for the operation and maintenance of the Monorail System (e.g., solvents and petrochemicals). The Concessionaire shall store, handle, use and dispose of all Hazardous Substances in compliance with all applicable Environmental Laws and standard safety guidelines, such as customary office and cleaning supplies in reasonable, normal quantities handled in compliance with applicable law and safety guidelines and Material Safety Data Sheets. The Concessionaire shall promptly provide the Director with

any correspondence the Concessionaire receives from, or provides to, any governmental unit or agency in connection with the Concessionaire's handling of any Hazardous Substance or the presence, or possible presence, of any Hazardous Substance in, on, or around the areas designated for Concessionaire's use under this Agreement.

C. Environmental Testing. Upon reasonable notice (not less than one business day) to the Concessionaire, the City shall have access to all Monorail System areas, including areas designated for the Concessionaire's exclusive use, for the purpose of conducting environmental inspections, including but not limited to collection and analyses of soil, groundwater or air samples. The City will make its consultants available to Concessionaire so that the Concessionaire may, at its discretion and expense, arrange to procure and preserve split samples of any materials obtained from any testing or inspection; and the City will furnish Concessionaire and its consultants with access to any environmental reports obtained from the testing or inspection. Except as provided herein, the Concessionaire shall not conduct or permit others to conduct environmental testing in the Monorail System areas without obtaining the Director's approval. The Concessionaire shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the premises whenever the same becomes known to the Concessionaire, and the Concessionaire shall provide a copy of each of the same to the Director immediately following Concessionaire's receipt of the same.

D. Concessionaire's Obligation to Remove Hazardous Substances. Upon the expiration or termination of this Agreement, in addition to all other requirements under this Agreement, the Concessionaire shall remove any Hazardous Substance stored or released by the Concessionaire or its agents or employees in or around the Monorail System areas during the Term, and shall dispose of such Hazardous Substances in compliance with all applicable Environmental Laws. The Concessionaire is responsible for removal or remediation of any Hazardous Substances that the Concessionaire released during the Term even if such Hazardous Substances have migrated off or come to be located off the Monorail System Areas. The Concessionaire shall provide copies to the City of all required paperwork related to the characterization, transportation and disposal of any Hazardous Substances from the Monorail System under this section within thirty (30) days after disposal of such Hazardous Substances.

E. Concessionaire's Obligations upon Violation of Environmental Standards; City's Remedial Rights. If Concessionaire violates any of the terms of this Section XVIII concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, the Concessionaire shall promptly take such action as is necessary to mitigate and correct the violation. If the Concessionaire does not act in a prudent and prompt manner respecting a violation of the terms of this Section XVIII after ten (10) days' notice from the City, the City reserves the right, but not the obligation, to take such action as the Director deems necessary to ensure compliance or to mitigate the violation, including but not limited to entering the exclusive use areas, as the Director deems necessary. If the City has reasonable belief that the Concessionaire's actions or

inactions present an immediate risk to public health, safety or the environment, the City reserves the right, but not the obligation, to take corrective or mitigating action as the Director deems necessary, including but not limited to entering the exclusive use areas; and, except in an emergency, the City will give Concessionaire reasonable notice of its intention to take such action. All reasonable and actual costs and expenses incurred by the City in connection with any such actions shall become immediately due and payable by the Concessionaire upon presentation of an invoice therefore.

F. Additional City Remedies for the Concessionaire's Violation of Environmental Standards. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the City shall be entitled to full reimbursement from the Concessionaire whenever the City incurs reasonable costs to the extent such reasonable costs result from the Concessionaire's violation of the terms of this Section XVIII, including, but not limited to, remedial action costs, fines, penalties assessed directly against the City, and loss of revenues resulting from an inability to allow other persons or entities to use or occupy the Monorail System due to its environmental condition as the result of the Concessionaire's violation of the terms of this Agreement (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

G. Concessionaire's Environmental Indemnification Obligation. In addition to all other indemnities provided in this Agreement, the Concessionaire shall indemnify, defend and hold the City free and harmless from any and all third-party claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation any required cleanup and other remedial or removal action costs (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) (collectively, "Claims"), to the extent such Claims result from the Concessionaire's use, release or disposal, of any Hazardous Substance during the term of this Agreement, or the migration of any Hazardous Substance released by the Concessionaire, its agents or employees during the term of this Agreement from the Monorail System to other properties or into the surrounding environment, whether (i) made, commenced or incurred during the Term of this Agreement, or (ii) made, commenced or incurred after the expiration or termination of this Agreement if resulting from the Concessionaire's, or its employees, agents, contractors, licensees, or invitee's acts, omissions, release of any Hazardous Substance, or breach of this Section XVIII during the Term. Nothing contained in this Section XVIII shall require the Concessionaire to indemnify City for any such Claims resulting from the presence of Hazardous Substances that have come to be located on, under or around the Monorail System areas or in the soil or ground water as a result of the use, storage, release or disposal by persons other than the Concessionaire, its agents, employees, or other persons under the control of the Concessionaire, unless the Concessionaire exacerbates or contributes to the migration or continued release of such Hazardous Substances in violation of applicable Environmental Laws.

H. Rights Reserved. Notwithstanding any other terms in this agreement, the

City reserves all rights, claims, causes of action and defenses established under any Environmental Law, including but not limited to the Washington State Model Toxics Control Act and the Federal Comprehensive Environmental Response, Cleanup and Liability Act.

I. Survival of Environmental Obligations. The provisions of this Section XVIII shall survive the expiration or earlier termination of this Agreement.

XIX. CITY'S CONTROL OF BUILDINGS, GROUNDS AND ACTIVITIES

Notwithstanding any other provision of this Agreement the City, without liability of any kind, may:

A. Physical Appearance. Increase, reduce or change, in any manner the number, appearance, dimensions, and location of any Seattle Center walkway, landscaping, parking, service area, or building (including the Armory) as desired by the City;

B. Traffic & Parking Regulation. Regulate all traffic within and adjacent to the Seattle Center; and restrict or prohibit vehicle access and parking on Seattle Center grounds;

C. Admission Charges. Impose a temporary reasonable charge for admission to the Seattle Center and any of the facilities therein, including parking facilities for specific events;

D. Promotions, Advertising & Events. Erect, display and remove promotional exhibits, advertising and materials and permit special events on the Seattle Center grounds and in or at any or every building and facility thereof including but not limited to the common areas of the Armory Building;

E. Rules & Regulations. Establish, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center;

F. Hours of Operation. Determine the days and hours that the Seattle Center and the various business operations therein will be open to the public, provided that such determination will not restrict reasonable access to the Monorail Platform or Seattle Center grounds during the Monorail's hours of operation, including the Minimum Revenue Service Hours under Section XI B.; and

G. Other Businesses, Activities, & Operations. Change the size, number, type and identity of other businesses, activities and operations at Seattle Center; and authorize other lessees, licensees, and the sponsors of special events at Seattle Center, directly or indirectly, to offer for sale food and beverages, and for sale or rent

any merchandise and services.

XX. INSURANCE REQUIREMENTS

A. The Concessionaire's Insurance Coverages and Limits.

Concessionaire shall, as an Operating Expense, maintain in full force and effect the following minimum limits and types of insurance throughout the entire Term:

1. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
 - \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal/Advertising Injury Liability
 - \$1,000,000 Damage to Premises Rented to You
 - Employers Liability / Washington Stop
 - \$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations (including for the Monorail System); Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Fire Damage Legal; Per Location Aggregate CG2504; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Concessionaire, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Concessionaire as respects this Agreement, nor (2) construed as limiting the liability of any of Concessionaire's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

2. Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

3. Workers' Compensation insurance securing Concessionaire's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the

Revised Code of Washington.

4. Umbrella or Excess Liability insurance if and as necessary to maintain total CGL insurance limits of \$20,000,000 Each Occurrence and \$25,000,000 General Aggregate and be no less broad than coverages described above.

5. Property Insurance. The procurement of property insurance shall be the responsibility of the Concessionaire. Coverage should be provided up to mutually agreed limits as follows:

a. Concessionaire's Business Personal Property. Coverage should be provided for Concessionaire's business personal property including, but not limited to, leasehold improvements, machinery, equipment, fixtures and inventory. Such property shall be covered for all risks of direct physical loss or damage and machinery breakdown in an amount not less than the total 100% value of the property on a replacement cost new basis. Coverage shall be written on a policy form not less broad than the insurance industry standard "Causes of Loss – Special Form" (ISO Form CP 1030 or equivalent).

b. Monorail System and Associated Property. Coverage should be provided for the Monorail System and associated property, including, but not limited to stations, cars, track, rail, support system, equipment, controls, ancillary buildings, storage areas, the Westlake Improvements and other improvements. Such property shall be covered for all risks of direct physical loss or damage, machinery breakdown, upset, collision and overturn, in an amount not less than the total 100% value of the property on a replacement cost new basis. Coverage shall be written on an insurer policy form or manuscript policy form not less broad than the insurance industry standard "Causes of Loss – Special Form" (ISO Form CP 1030 or equivalent). This coverage shall be considered primary and non-contributory to any coverage that may be procured by the City. The City shall be named as a named insured. Westlake Center Associates shall be named as an additional insured if such entity requires such action.

i. All losses shall be adjusted jointly by the Concessionaire and the City. Any loss payable under such insurance above shall be paid to the Concessionaire and the City for application to the cost of rebuilding, repairing, replacing or restoring the Monorail System; provided, that in the event either party elects to exercise its termination right under Section XXVIII.C and Section XXVIII.D hereof, then such insurance proceeds will first be allocated to retire the remaining loan balance for Westlake Improvements costs and then the City shall be paid the remaining portion of the insurance proceeds that is commensurate with the direct physical damage subject to the limit of insurance. Such payment shall be made to the City within seven (7) days after receipt by the Concessionaire of the insurance proceeds or the effective date of termination, whichever is later.

c. The following requirements pertain to the property insured under Clauses A. and B. above:

i. Coverage should be provided for business interruption and extra expense in amount not less than the estimated annual revenue less expenses and charges that would not continue.

ii. Coverage should be provided on a replacement cost new basis.

iii. No coinsurance shall apply to the coverage procured under Clauses A. and B. above, and Clause C.1).

iv. The deductible for all other losses under Section XX.A.5.a. above shall not exceed \$10,000, and the deductible for all other losses under Section XX.A.5.b. above shall not exceed \$25,000 and application of any deductible to insurance proceeds under Section XX A.5.b. shall be allocated proportionately between the remaining loan balance for the Westlake Improvements and the remainder of the Monorail System and associated property.

6. Pollution Legal Liability is required if the Concessionaire will be using or storing amounts and types of hazardous materials or regulated substances, such as fuel, beyond what is normally required for Monorail System operation. It is acceptable to add ISO endorsement CG 24 15 Limited Pollution Liability Extension or its equivalent to the CGL policy or obtain a separate pollution legal liability policy.

7. In the event that the City and the Concessionaire mutually agree and deem insurance to be inadequate to protect Concessionaire and the City, Concessionaire shall increase coverages and/or liability limits as jointly deemed reasonably adequate within sixty (60) days of agreement without further change to this Agreement. In the event that the City and the Concessionaire do not agree about how much insurance coverage is adequate to protect the Concessionaire and the City, the City may require Concessionaire to increase coverages and/or liability limits and, if the cost of such increased insurance coverage has a material adverse impact on the Monorail System Net Operating Income, the parties may renegotiate the financial terms of this Agreement and amend the Agreement to address the adverse impact created by the City's required coverage increase.

B. General Requirements for Concessionaire's Insurance.

1. The CGL insurance and Excess and/or Umbrella liability insurance shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Concessionaire's insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other

form of risk financing.

2. Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer). The City and the Concessionaire mutually agree that for the purpose of RCW 48.18.290 (1), for both liability and property insurance the City is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

3. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this section, and (2) be issued by an insurer rated A-:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

4. Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the City. Concessionaire shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Concessionaire to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Concessionaire. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Concessionaire or a contracted third party claims administrator, Concessionaire agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

C. Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the City and Concessionaire waive all subrogation rights each may have against the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Monorail System, except such rights as they have to proceeds of such insurance held by the City or the Concessionaire or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

D. Evidence of Insurance. On or before 12:01 AM on January 1, 2015, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Concessionaire:

1. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and

2. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

3. A copy of the CGL insurance policy provision(s) documenting the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

4. Pending receipt of the documentation specified in this Section XX, Concessionaire may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

E. Assumption of Property Risk. The placement and storage of Concessionaire's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Concessionaire.

F. Adjustments of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

XXI. INDEMNIFICATION

A. Indemnity. The Concessionaire shall defend, indemnify and hold the City and the ORCA Agencies, and their respective officers, employees, agents, contractors, and volunteers harmless from any and all losses, claims, actions, damages, and expenses of any kind, including reasonable attorney's fees alleged against or incurred by the City through any third party and arising from any damage to or loss of property or any bodily injury including death (collectively, "Claims"), to the extent that the Claims result from the following: (i) the negligence or intentional misconduct of Concessionaire or its officers, employees, contractors, agents, licensees, or invitees, including, but not limited to, negligence or intentional misconduct related to the operation and maintenance of the Monorail System; or (ii) Concessionaire's breach of this Agreement.

The Concessionaire's obligations to defend and indemnify the City and the ORCA Agencies shall not extend to any Claims to the extent of negligence or intentional misconduct of the City or the ORCA Agencies or their respective elected officials,

agents, contractors, or employees. If any Claim arises from the joint or concurrent negligence or intentional misconduct of the City or one or more of the ORCA Agencies (including any of their respective employees, contractors or agents) and the Concessionaire (including any of its officers, employees, contractors, or agents). Concessionaire shall only be liable to the extent of Concessionaire's fault or the fault of Concessionaire's officers, employees, contractors, agents license, or invitees.

B. Waiver of Immunity. The Concessionaire agrees that its obligation to defend and indemnify the City and the ORCA Agencies under this Section XXI specifically applies to actions brought against the City and the ORCA Agencies by the Concessionaire's employees. As a result, the Concessionaire hereby expressly waives its immunity under RCW Title 51 or any applicable industrial insurance act, but only with respect to the City and the ORCA Agencies to the extent necessary to fulfill the Concessionaire's defense and indemnification obligation herein.

CITY AND CONCESSIONAIRE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS CONCESSION AGREEMENT WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

C. Cooperation. The City shall provide Concessionaire with: (i) prompt written notice of any Claim made or threatened for which the obligations under Section XXI.A. are or might be sought, or any events that might result in such a Claim; and (ii) its full cooperation in the investigation, defense or settlement of any Claim or suit covered herein; and (iii) control over the investigation, defense and settlement of any Claims; provided, that if the Director determines that one or more principles of governmental, City, or public policy or law are involved, the City retains the right to participate in such action, and provided further that Concessionaire shall not compromise or settle any Claim without the City's written consent.

D. Insurance. Notwithstanding anything contained in this Section XXI to the contrary, it is the intention of the parties to avail themselves, to the maximum extent possible, of the proceeds of the insurance policies required.

XXII. COMPLIANCE WITH LAW

A. General Requirement. The Concessionaire shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of the administrative agencies of each of the foregoing.

B. Environmental Compliance.

1. Biodegradable Products/Recycling of Waste Materials. Wherever practical, the Concessionaire shall use biodegradable products for containers and

supplies used on the Monorail System. The Concessionaire shall collect, sort and separate into such categories as may be legally required all solid waste products on the Monorail System 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 receptacle shall be dumped or removed from the Seattle Center at such minimum frequency as is specified by the Director. The City reserves the right to refuse to collect or accept from the Concessionaire any waste product that is not sorted and separated as required by law, ordinance, rule or regulation and to require the Concessionaire to arrange for the collection of the same using a contractor satisfactory to the City.

2. Federal Clean Air Act and Water Pollution Control Act. The Concessionaire shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List for Violating Facilities. Concessionaire shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

3. Federal Energy Policy and Conservation Act. The Concessionaire shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

C. Non-discrimination. The Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Concessionaire shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

D. Equal Benefits. The Concessionaire shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Concessionaire to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Concessionaire provides to spouses of employees. At City's request, the Concessionaire shall provide information and verification of the Concessionaire's compliance. Any violation of this section is a material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

E. Training and Mentoring Programs. The Concessionaire will provide employees with an opportunity for advancement through the use of training, cross training and mentoring. The Concessionaire shall provide the City with an annual update on these programs and their outcome.

F. Prevailing Wages. Any “public work” as defined by RCW 39.04 and performed by the Concessionaire under this Agreement shall be subject to prevailing wages. The Concessionaire and any subcontractor shall pay any laborer; worker or mechanic engaged in the “public work” according to the classifications provided for under RCW 39.12 no less than the prevailing hourly wage rates in effect for King County as issued by the Department of Labor and Industries for the State of Washington for King County as of the date the work, if any, is performed. It will be the sole responsibility of the Concessionaire to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform “public work” under the concession agreement in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. On each contract anniversary, the Concessionaire and any subcontractors shall review the then current prevailing wage rates and shall increase wages paid if required to meet no less than the then-current prevailing wage rates. The prevailing wage rates may be found at: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

XXIII. LICENSES, ROYALTIES AND TAXES

A. Licenses and Similar Authorizations. The Concessionaire, as an Operating Expense, shall secure and maintain in full force and effect during the Term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

B. Taxes. The Concessionaire shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Monorail System, including but not limited to taxes arising out of the activity or business conducted on the Monorail System, such as the rental or sale of goods or services, equipment and improvements on the Monorail System, and taxes on the Concessionaire's interest in this Agreement. The City shall pay all property taxes, if any, on the Monorail System's real or personal property.

C. Royalties and Patents. The Concessionaire shall pay all royalties and license fees. In addition to and without limiting any other indemnification obligation under this Agreement, the Concessionaire shall defend and indemnify the City from all suits or claims for the Concessionaire's infringement of any patent rights.

XXIV. CITY'S RIGHT TO MONORAIL SYSTEM: INSPECTION, REPAIR AND IMPROVEMENT OF MONORAIL SYSTEM AND OTHER PROPERTY

A. Access to Monorail System. The Concessionaire shall provide the City with access to the Monorail System at all reasonable times to inspect the same and to make any repair, improvement, alteration or addition thereto of any property owned by or under control of the City, deemed necessary by the Director; provided that this right of access shall not impose on the City any obligation to make any repair, alteration, addition, or improvement except as specifically provided in this Agreement.

B. Permitted Interference with Concessionaire's Operations. In inspecting, and in making repairs, alterations, additions, and improvements, the City may erect barricades and scaffolding in and outside of the Monorail System and may otherwise interfere with the conduct of the business and operations of the Concessionaire and any of its subcontractors, where such action is reasonably required by the nature of the City's work, and such interference shall not be deemed to be a breach or default under this Agreement. The City shall use its best efforts to minimize interference with access to and from the Monorail System and with business and operations in, on or from the Monorail System.

C. Suspension of Concessionaire's Operations. If any City inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the business or operations of the Concessionaire or any of its subcontractors in, on, or from the Monorail System for a period of two (2) hours or more, the Director shall notify the Concessionaire as soon as reasonably possible in advance of the anticipated beginning and ending date and time of the suspension. The Concessionaire waives on behalf of itself and all of its subconcessionaires all claims for damages and for any injury to and interference with business operations and loss of revenues occasioned by such suspension. The City shall use all reasonable efforts to minimize damages or interference.

D. City's Retention and Use of Key to Monorail System. The City shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Monorail System, excluding the Concessionaire's vaults, safes, and files. In an emergency, the City shall have the right to use any and all means which the Director deems proper to obtain entry to any portion of the Monorail System, without liability to the Concessionaire or any subconcessionaire. Any entry to the Monorail System by the City in an emergency shall not be construed or deemed to be a forcible or unlawful entry into the Monorail System.

XXV. NO NUISANCES OR OBJECTIONABLE ACTIVITY

The Concessionaire shall not willfully permit any excessive or objectionable noise, odor, dust, vibration, or other similar substance or condition to remain on or be emitted from the Monorail System, shall not willfully create any nuisance in or adjacent to the Monorail System; and shall not willfully do anything on the Monorail System that will create a danger

to life or limb.

XXVI. SUBCONTRACTING AND ASSIGNMENT

A. Subcontracting and Assignment Conditioned Upon Director's Approval. The Concessionaire's services and the concession rights granted by the City under this Agreement are personal to the parties. As a result, except as expressly permitted under this Agreement, Concessionaire shall not license, subcontract, sell or transfer any of Concessionaire's rights or obligations under this Agreement without the Approval of the Director in that official's sole discretion. Neither this Agreement nor any interest thereunder shall be assignable or transferable by the Concessionaire or by operation of law without the Director's Approval, in that official's sole discretion. Any assignment, subcontract, sale or transfer shall be subject to all the terms and provisions of this Agreement. Any purported or partial or complete assignment, license, subcontract, sale or transfer of this Agreement in violation of this paragraph shall be null and void and of no force and effect and shall further constitute a breach of this Agreement, at the Director's election. The Director's giving or withholding of Approval under this section in one instance shall not be deemed to be an Approval to any subsequent assignment, license, subcontract, sale or transfer of this Agreement. Each assignment and subcontract shall be in a written form satisfactory to the Director. The Concessionaire shall not be released from any obligations under this Agreement by virtue of any assignment, license, subcontract, sale, or transfer, whether accomplished with or without the Director's approval, unless the Director expressly provides otherwise in writing.

B. Change in Ownership Constitutes Transfer. Any transfer of this Agreement as a result of merger, consolidation, liquidation, or any direct or indirect change in Concessionaire's ownership or legal entity structure that changes decision-making control of Concessionaire shall constitute a transfer or assignment. If the Concessionaire is a joint venture or partnership, then a change in joint venturers or general partners or decision-making control of the partnership or joint venture shall also constitute a transfer or assignment. If the Concessionaire is a limited liability company, then a change in the manager of a manager-governed company or a change in the membership of a membership-governed company shall also constitute a transfer or assignment; provided however, that a change from Tom Albro as the current Seattle Monorail Services LLC Manager to Tina Albro (his spouse), shall not be considered a transfer, assignment, or change in ownership.

XXVII. SALE OR ASSIGNMENT BY CITY OF SEATTLE

If the City sells or otherwise transfers the Monorail System, such purchaser, transferee, or assignee thereof shall be deemed to have assumed City's obligations under this Agreement arising after the date of such transfer, and City shall thereupon be relieved

of all liabilities under this Agreement arising thereafter but this Agreement shall otherwise remain in full force and effect. In the event of such sale or transfer, the Concessionaire may terminate this Agreement by providing written notice of such termination within sixty (60) days after the effective date of the sale or transfer, with the effective date of the termination being no less than one (1) year after the written notice.

XXVIII. DAMAGE AND DESTRUCTION

A. The Concessionaire's Report of Damage. The Concessionaire shall immediately notify the Director of any occurrence of damage or destruction to the Monorail System. The Concessionaire shall further submit a written report to the Director, in care of the Transportation Services Office, regarding the circumstances of any such damage or destruction within twenty-four (24) hours after any such event.

B. Obligation to Pay Fees and Charges in the Event of Damage or Destruction. In the event the Monorail System is damaged or destroyed by fire or other casualty, or is damaged so extensively as to render the Monorail System unusable, so long as the damage or destruction is not the result of Concessionaire's negligence or intentional misconduct, the Concessionaire's obligation to pay fees and charges therefor shall be suspended until the Monorail System is made usable. If only a portion of the System is damaged or destroyed by fire or other casualty and the Monorail System remains usable, then so long as the damage is not the result of Concessionaire's negligence or intentional misconduct, the fees, charges, and Minimum Fees hereunder shall be prorated and the Concessionaire shall pay only fees and charges in an amount proportionate to the extent of the Monorail System that remains usable for the purposes identified in this Agreement.

C. The Concessionaire's Right to Terminate. Notwithstanding any other provision in this Agreement to the contrary, in the event that fifty percent (50%) or more of the Monorail System is destroyed or is so damaged by fire or other casualty as to be untenable or commercially unusable and such event was not caused by the negligence or intentional misconduct of the Concessionaire, the Concessionaire may terminate this Agreement by providing written notice thereof to the City.

D. City's Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, the City shall have the right to terminate this Agreement by providing prior written notice to the Concessionaire in any of the following circumstances: (i) in the event that fifty percent (50%) or more of the Monorail System is destroyed or is so damaged by fire or other casualty as to be untenable or commercially unusable, or (ii) if the City desires to discontinue the Concessionaire's operations because of substantial destruction of any other part of Seattle Center, regardless of whether the Monorail System is destroyed, or (iii) if the City determines that the insurance proceeds are not adequate to complete the repair or replacement.

E. Notice of Termination. Any notice of termination by the Concessionaire or City pursuant to this section shall be provided within sixty (60) days after the occurrence of the damage or destruction and shall specify the effective date of such termination.

XXIX. SUSPENSION OF OBLIGATIONS (FORCE MAJEURE)

Whenever a party's performance of any obligation under this Agreement is prevented by an act of nature; war or war-like operation; civil commotion; riot; labor dispute including a strike, lock-out, or walk-out; sabotage; or governmental regulation or control (each an "Event of Force Majeure"), performance of such affected obligation shall be suspended, but only for so long as such performance remains beyond the reasonable control of such party. No suspension shall result in an extension of the expiration date of this Agreement unless specifically agreed upon, in writing, by the parties. No suspension under this Section XXIX shall arise from a party's financial inability or insolvency. The City's performance under this Agreement shall not be excused by special legislation or regulation applicable only to Concessionaire or exercised primarily for the purpose of impairing Concessionaire's rights under this Agreement. Each affected party shall make reasonable efforts to remove the Event of Force Majeure so that its performance may resume.

XXX. NOTICES AND DELIVERABLES

All notices and other materials to be delivered hereunder shall be delivered or mailed to the following unless a different address is provided by either party:

To City: Seattle Center Director
Seattle Center Department
The City of Seattle
305 Harrison Street
Seattle, Washington 98109

Attn: Project Manager

To Concessionaire: Managing Director
Seattle Monorail Services LLC
370 Thomas Street, 2nd Floor
Seattle, Washington 98109

XXXI. DEFAULT

A. Definition of Default by the Concessionaire. Any of the events or circumstances in Subsections 1 through 9 below that are not cured within the applicable

cure period set forth below in Section XXXI B. shall constitute a "Default" by the Concessionaire, and the Concessionaire shall be "in Default" under this Agreement.

1. The Concessionaire's failure to make any payment to the City in the time required under this Agreement; or
2. The Concessionaire's failure to provide insurance of the type and amount required under Section XX at all times during the Term; or
3. The Concessionaire's violation of any law, Charter provision, ordinance, rule, regulation, order, or directive; or
4. The Concessionaire's failure to deliver to the City and maintain at all times during the Term, a security deposit or bond in the amount required under Section XXXIV; or
5. The Concessionaire's failure to submit in a timely manner all written reports due to the City; or
6. The Concessionaire's failure to continuously operate the Monorail unless such failure is excused under this Agreement; or
7. The Concessionaire's failure to perform any other obligation under this Agreement in the time required, or the Concessionaire's violation of any other condition or covenant of this Agreement; or
8. Concessionaire's assignment or subcontracting of its interest in this Agreement in violation of Section XXVI; or the filing of a voluntary or involuntary petition in bankruptcy, or for reorganization or an arrangement; or the adjudication of the Concessionaire as being bankrupt or insolvent; or the appointment of a receiver of or for the Concessionaire if such appointment, adjudication or similar order or ruling remains in force or unstayed for a period of sixty (60) days.
9. Annual on-time performance standard of below 96.5% that is not excused under Section XI.E.

B. City's Notice of Concessionaire's Failure of Performance. Upon the occurrence of any of the events or circumstances listed in Section XXXI.A., prior to exercising the right to terminate this Agreement, the Director shall provide written notice to the Concessionaire specifying such event or circumstance and the reasonable number of hours or days for the Concessionaire to cure, which, in any case, shall not be any less than ten (10) days for a monetary failure or failure to provide insurance, and shall not be less than thirty (30) days for any other event or circumstance; provided, however, that no cure period shall apply to the events set forth in Subsections XXXI.A.8 and 9. Except for a monetary failure, failure to provide insurance, or events and circumstances set forth in

Subsections XXXI A 8 and 9., if the nature of the event or circumstance is such that Concessionaire may not reasonably cure it within thirty (30) days, the Concessionaire shall not be in Default so long as the Concessionaire commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion within a time reasonable under the circumstances.

C. City's Remedies Upon Termination. If the Concessionaire is in Default, the City shall have the following non-exclusive rights and remedies, at its option: (i) to cure the Default on the Concessionaire's behalf and charge the Concessionaire for all of the City's actual and reasonable costs and expenses, and (ii) to terminate this Agreement and the Concessionaire's rights to the Concession without any further proceedings, re-enter the Monorail System, operate the Monorail System itself or lease and license others to operate the Monorail System and receive all associated revenues; provided termination shall not relieve the Concessionaire from liability to the City for any damages caused by the Concessionaire's Default, including the City's reasonable and actual expenses incurred in the leasing or licensing of the Monorail System.

D. City's Remedies Cumulative; No Waiver. The City's rights and remedies hereunder are not exclusive, but cumulative, and City's exercise of any right or remedy following the Concessionaire's Default shall not be deemed a waiver, nor shall it alter, affect or prejudice any other right or remedy that the City may have under this Agreement, or under law or equity. Neither the City's acceptance of payments nor any other action by the City after any event for which the City may terminate this Agreement shall operate as a waiver of any past or future Default by the Concessionaire, nor shall it deprive the City of its right to terminate this Agreement or exercise any other option, right or remedy that it may have under any term or provision of this Agreement.

E. Default by the City. The City shall be in Default if the City fails to perform any of its obligations under this Agreement and such failure continues for more than thirty (30) days after written notice by the Concessionaire to the City specifying the particular obligation that the City has failed to perform. If the nature of the City's obligation is such that more than thirty (30) days are required for performance, then the City shall not be in Default if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the City is in Default, the Concessionaire may pursue any rights or remedies available under law or equity.

XXXII. TRANSITION SERVICES

Upon the expiration of the Term or earlier termination of the Agreement, whether terminated by the City or by the Concessionaire, the Concessionaire shall reasonably cooperate with the City to effect an orderly transition to the new operator of the Monorail System. At its option, the City may require the Concessionaire to provide the following transition services:

A. General Manager or equivalent - Provide full-time training and Routine Maintenance support for up to four (4) months;

B. Operator Trainer or equivalent - Provide up to thirty (30) working days training for operators and other staff; and

C. Site Operations Manager or equivalent - Provide up to thirty (30) working days training and support of daily operations including but not limited to scheduling and cash collection.

All post-termination or post-expiration transition services provided to the City or its designee shall be billed to the City at actual labor and material costs plus an overhead charge of no more than sixty percent (60%).

XXXIII. SURRENDER OF MONORAIL SYSTEM; HOLDING OVER

A. Surrender and Delivery. Upon the expiration of the Term or upon termination of this Agreement, whichever is earlier, Concessionaire shall surrender the Monorail System and promptly deliver to the Director all keys the Concessionaire, its subcontractors, and any of their officers, agents, and employees may have to any areas of the Seattle Center, the Westlake Center, and the Monorail System. Upon expiration or termination of the Term, the Concessionaire shall: (i) assign to the City such leases and contracts for equipment used for or in connection with the Ordinary and Routine Maintenance or operation of the Monorail System that the Director elects to assume; and (ii) terminate, without cost or liability to the City, all other contracts for Monorail System-related equipment and services that were executed by the Concessionaire; (iii) convey to the City, free and clear of all liens and encumbrances, and without additional compensation, but subject to normal wear and tear, all equipment used for or in connection with the Ordinary and Routine Maintenance or direct operation of the Monorail System that the Concessionaire purchased during the Term and credited as an Operating Expense under this Agreement, and (iv) surrender and assign to the City all social networking site accounts relating to the Monorail System, including the passwords, account name, and contacts.

B. Removal of the Concessionaire's and Subconcessionaire's Property. Prior to the expiration date of the Term, or in the event this Agreement is terminated, within thirty (30) days after the termination date, whichever is earlier, the Concessionaire shall ensure that all fixtures, furnishings, trade equipment and personal property owned or installed by the Concessionaire or any of its subcontractors in, on, or from the Monorail System other than items funded through Operating Expenses, or leased or purchased items of equipment that are to be assigned to or conveyed to the City under this Agreement, are removed from the areas made available to the Concessionaire under Section III, taking due care not to injure or damage the Monorail System or any portion thereof, and following removal, shall restore the Monorail System

and facilities to their condition as of the Effective Date of this Agreement, ordinary wear and tear and casualty, and improvements, additions, and alterations approved by the City excepted. Improvements, additions, and alterations installed on the Monorail System by the City shall not be removed.

C. Storage of the Concessionaire's and Subcontractor's Property. If the Concessionaire fails to remove any fixtures, furnishings, trade equipment, and other personal property owned or installed by or for the Concessionaire or any of its subcontractors as required on or by the time specified in Subsection B, the City may, but shall not be required to remove, such property and materials from the Monorail System and store the same, all at the Concessionaire's expense. If the City removes or arranges for the storage of such material, the City shall be reimbursed its actual cost of storage and a reasonable administrative fee for staff time, which reimbursement shall be a claim upon the Concessionaire or, at the City's option, may be deducted from the security provided by the Concessionaire under this Agreement.

D. No Claims for Removal. In no event shall the Concessionaire or any of its subcontractors make any claim or demand upon the City, nor shall the City be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage arising out of City's removal of materials and property under Subsection XXXIII.C.

XXXIV. BONDING REQUIREMENT

A. Bond. The Concessionaire shall deliver to the address specified in Section XXX hereof within five (5) days after the execution of this Agreement, and shall thereafter maintain in full force and effect throughout the Term of this Agreement, a good and sufficient bond in the amount of Two Hundred Thousand Dollars (\$200,000). Said bond shall be executed by the Concessionaire, as principal, and by a surety company authorized to do such business in the State of Washington, and conditioned upon full performance by the Concessionaire of all of the terms and conditions of this Agreement including but not limited to the timely payment by the Concessionaire of all fees, charges, and portions of Net Operating Income due to the City. The Concessionaire must secure the City Attorney's approval of the surety and form of the bond prior to submitting the bond to the Director.

XXXV.MISCELLANEOUS PROVISIONS

A. Use of Language. Terms used in the neuter gender include the masculine and feminine, and terms used in the singular or plural include the other, as the context may require.

B. Captions. The titles of sections are for convenience only and do not define

or limit the contents.

C. Amendments. No modifications or amendment of the terms hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement from time to time, by mutual agreement.

D. Time of Essence. Time is of the essence in this Agreement.

E. Remedies Cumulative. Rights under this Agreement are cumulative; failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any other remedy given by the law. The use of one remedy shall not be taken to exclude or waive the right to use another.

F. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The waiver of any right under this Agreement must be in writing and signed by the party making the waiver. The payment or acceptance of any compensation or fee for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

G. Limited Effect of Approval by Director. Action of the Director pursuant to or in implementation of this Agreement does not constitute any official action that may be required by law, City Charter, ordinance, rule or regulation before the Concessionaire may rightfully commence, suspend, enlarge, or terminate any particular undertaking.

H. No Relationship Established. The Concessionaire is an independent contractor. Neither the City nor the Concessionaire shall be construed to be a partner, associate, or joint venturer of the other party or any of its affiliates by virtue of this Agreement. The Concessionaire is not an agent of the City for any purpose whatsoever and shall not create any obligation or responsibility on behalf of the City or bind the City in any manner. This Agreement was negotiated by each party as an arms-length transaction and neither party is a fiduciary or trustee of the other.

I. Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.

J. Binding Effect. The provisions, covenants, and conditions contained in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

K. Enforcement of this Agreement. The obligations of the parties to this Agreement are unique in nature; this Agreement may be specifically enforced by either party.

L. Invalidity of Particular Provisions. Should any term, provision, condition, or other portion of this Agreement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and shall continue in full force and effect.

M. Joint and Several Liability. In the event the Concessionaire is composed of more than one corporation or entity, each corporation or entity composing the Concessionaire shall be jointly and severally liable under this Agreement.

N. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. Venue for any action arising under this Agreement shall be in King County Superior Court.

O. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, no party is a third-party beneficiary under this Agreement.

XXXVI. DISPUTE RESOLUTION

The parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in order to ensure that Monorail System services are not adversely impacted or interrupted. If a dispute cannot be resolved by negotiations between subordinate staff of the Concessionaire and Seattle Center, the matter shall be referred to the Seattle Center Director and Tom Albro (Managing Director of Seattle Monorail Services, LLC). If those officials are unable to resolve the dispute between them, then either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs and that such costs shall not be considered an Operating Expense of the Monorail System. Except for equitable relief to preserve the status quo pending the completion of the mediation, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

XXXVII. ATTORNEYS FEES

If either party retains the services of an attorney in connection with enforcing the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

XXXVIII. APPLICABLE LAW; VENUE

This Agreement shall be construed under the Laws of the State of Washington. Venue for any action brought hereunder shall be in King County, Washington.

A. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter hereof.

B. Redevelopment Modifications. Notwithstanding any other provisions hereof, in the event the Director determines that in order to facilitate the redevelopment of the Seattle Center in a manner consistent with the "Seattle Center Century 21 Master Plan" "(Master Plan)" approved through Seattle City Council Resolution 31071, or subsequent Master Plans, any portion of the Monorail System is required for some use or purpose other than that contemplated by the parties under this Agreement, the Director shall have the right to materially change the Monorail System without recourse by the Concessionaire, by providing written notice of such change to the Concessionaire and specifying the effective date of such material change which, in no event, shall be less than two (2) years prior to the Seattle Center's use or purpose for said System. The parties acknowledge that the Monorail System is vital to Seattle Center and critical to achieving the Master Plan and the Director agrees to work with Concessionaire to minimize any disruptions and impacts to the Monorail System from any future redevelopment. If, through no fault of Concessionaire, the City causes through action or omission within its control terminates this Agreement before the expiration of the Operating Term, or the Amended Term, the City will remit to Concessionaire the then remaining unamortized portion of its investment in the Westlake Improvements.

XXXIX. ACKNOWLEDGEMENT OF NEGOTIATED 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.

XL. ENTIRE AGREEMENT

This Agreement, including the Exhibits and agreements referenced herein, which by this reference form a part hereof, constitute the entire agreement between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their respective authorized representative sign his/her name in the appropriate space below:

CONCESSIONAIRE:

SEATTLE MONORAIL SERVICES LLC, a
Washington limited liability company

By 
Its MANAGER

Date 12/11/2019

CITY:

THE CITY OF SEATTLE

By 
Its DIRECTOR

Date 12/11/19

LIST OF EXHIBITS

Exhibit A	Seattle Center Description
Exhibit B	1987 Monorail System Operating and Easement Agreement
Exhibit C	Inventory of Spare Parts
Exhibit D	FTA Contract Clauses
Exhibit E	Agreement for Use of ORCA System by an Affiliate
Exhibit F	Calculation of Concession Fee Adjustment for Passport Phase-In Period
Exhibit G	Westlake Improvement Expense
Exhibit H	Monorail Regular Fare Adjustment Calculation Illustration
Exhibit I	Annual ORCA Revenue Impact Calculation Illustration

EXHIBIT A. SEATTLE CENTER DESCRIPTION

Seattle Center consists principally of the real property within the boundary formed by the following streets:

First Avenue North, Republican Street, Warren Avenue North, Mercer Street, Fifth Avenue North, Broad Street, Second Avenue North, and Thomas Street

with the exception of properties occupied by the Space Needle and the Pacific Science Center. The Seattle Center also includes three parking garages adjacent to the above described boundaries. They are on the full blocks bounded by:

a) Fifth Avenue North, Republican Street, Broad Street and the vacated Sixth Avenue North, b) Mercer Street, Fourth Avenue North, Roy Street and Third Avenue North, and c) Thomas Street, First Avenue North, Warren Street and John Street.

It also includes the Seattle Monorail System including but not limited to the elevated guideway therefor, which extends from a passenger station within the Seattle Center adjacent to the intersection of vacated Thomas Street and vacated Nob Hill Avenue North, along Fifth Avenue North to the passenger station at Westlake Center adjacent to the intersection of Fifth Avenue North and Pine Street.

EXHIBIT B. 1987 MONORAIL SYSTEM OPERATING AND EASEMENT AGREEMENT

Exhibit B includes:

1. September 18, 2014 First Addendum to Monorail Operating and Easement Agreement
2. January 28, 1988 Amendment to the Monorail Operating and Easement Agreement Scope of Work, exhibits to the Amendment are not included. They are available from the Seattle City Clerk's Office as part of Comptroller File 296229 (p. 68-315)
3. February 13, 1987 Monorail System Operating and Easement Agreement

AFTER RECORDING MAIL TO:

FIRST ADDENDUM TO MONORAIL
OPERATING AND EASEMENT AGREEMENT

This First Addendum to Monorail Operating and Easement Agreement ("First Addendum") is made as of the 18 day of September, 2014 to that certain Monorail Operating and Easement Agreement ("Monorail Agreement") by and among Westlake Center, LLC, a Delaware limited liability company ("Westlake Center") (successor-by-conversion to Westlake Center Associates Limited Partnership ("Associates")) and the City of Seattle ("City") entered into on February 12, 1987 and recorded on February 17, 1987 as Document No. 8702170365 in the King County Recorder's Office. All capitalized terms not defined herein shall have the meanings ascribed to them in the Monorail Agreement.

RECITALS

- A. By virtue of a corporate entity restructuring, Associates converted itself from a limited partnership to a limited liability company (i.e., Westlake Center), with no change in beneficial ownership.
- B. Westlake Center has requested, and City has agreed to, a relocation of certain easements granted by Westlake Center to the City under Section 8 of the Monorail Agreement in locations depicted on the first and second pages of Exhibit D of the Monorail Agreement to provide more direct commuter access to the Property and to accommodate renovation of Westlake Center's retail space.
- C. Westlake Center and City now desire to amend Exhibit D to the Monorail Agreement to reflect the relocation of said easements.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Exhibit D. The first page of Exhibit D to the Monorail Agreement is hereby deleted and fully replaced with Exhibit A attached hereto and collectively designated as Page 1 of Exhibit D.

2. Ratification. Except as provided herein, all of the terms, covenants and conditions of the Monorail Agreement are hereby continued, approved and ratified, and, as hereby amended, shall continue in full force and effect and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


3. Counterparts. This First Addendum may be executed and delivered in any number of counterparts, each of which shall constitute an original.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Associates and City have caused this First Addendum to be executed
as of the date and year first written above.

ASSOCIATES:

Westlake Center, LLC,
a Delaware limited liability company

By: 
Name: Andrew P. Massmann
Title: Authorized Signatory

CITY:

The City of Seattle

By: 
(signature)

Name: Robert Nellams
Title: Director of the Seattle Center

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Andrew P. Massmann

I certify that I know or have satisfactory evidence that _____
appeared before me and signed this instrument, on oath stated that he/she was authorized to execute the
instrument and acknowledged it as the Authorized Signatory of WESTLAKE CENTER, LLC, a Delaware
limited liability company, to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated this 2nd day of September, 2014



Jennifer R. Anfinson
Notary Public in and for the State of Washington Illinois
Residing at Chicago, IL
My appointment expires: 2/25/17

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

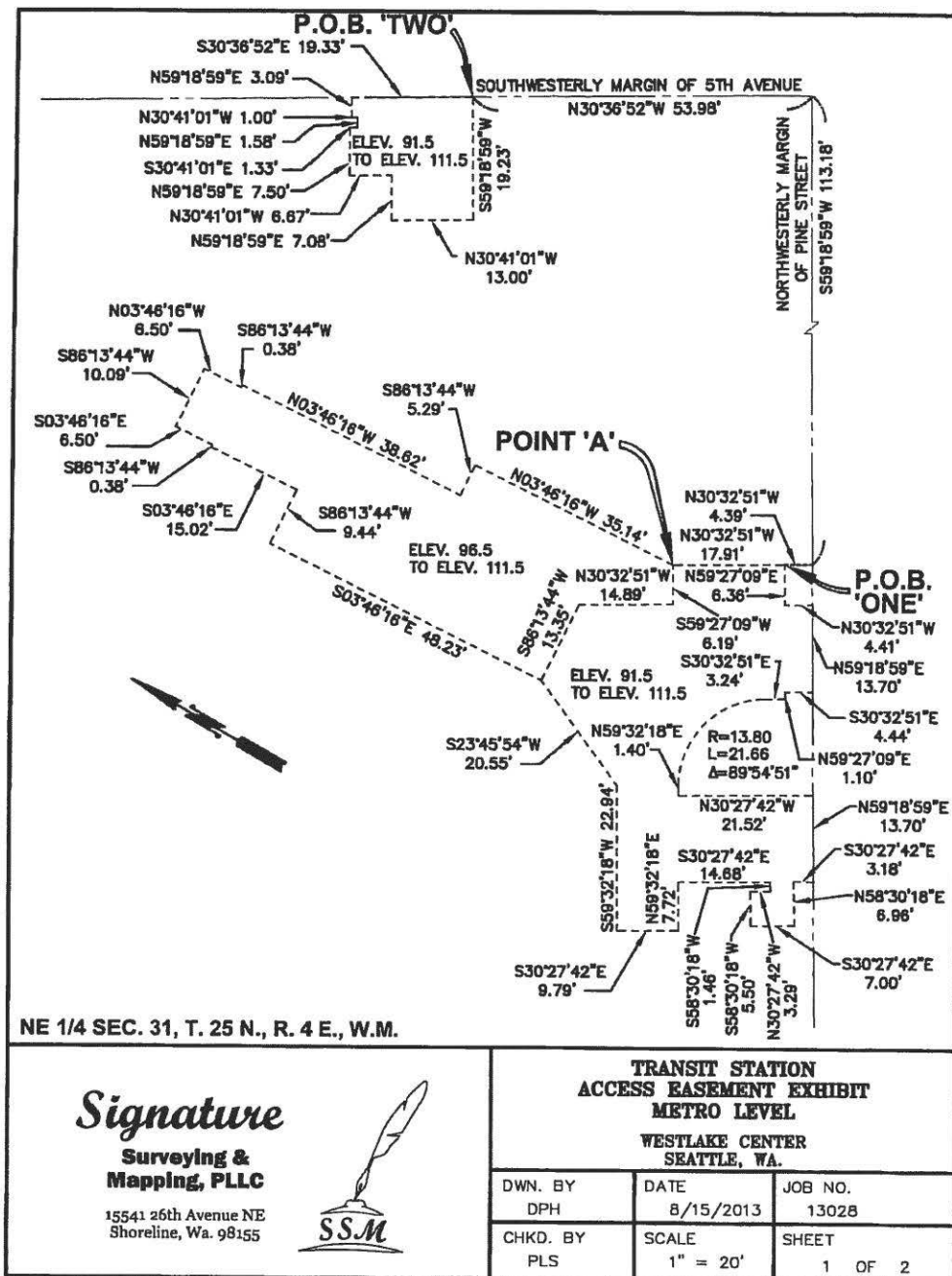
I certify that I know or have satisfactory evidence that Robert Nellams appeared before me and
signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged
it as the Director of the Seattle Center Department of THE CITY OF SEATTLE, a municipal corporation,
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

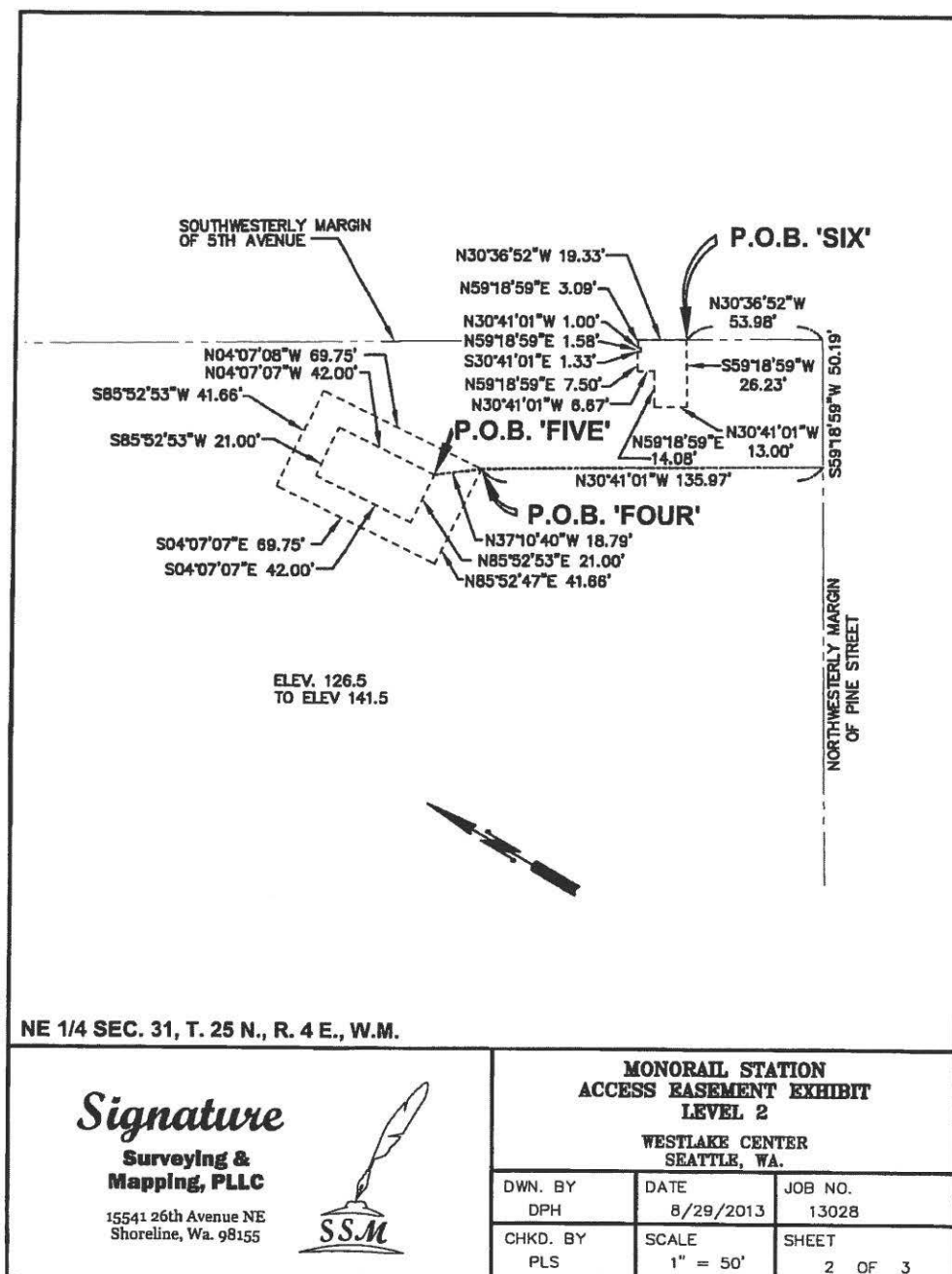
Dated this 18th day of Sept, 2014



Diane Woods
Notary Public in and for the State of Washington
Residing at Spokane
My appointment expires: 7-25-15

Exhibit A





**WESTLAKE CENTER TRANSIT STATION ACCESS EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 113.18 FEET;
THENCE NORTH 30°32'51" WEST 4.39 FEET TO POINT OF BEGINNING 'ONE';
THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERED TO AS POINT 'A';
THENCE SOUTH 59°27'09" WEST 6.19 FEET;
THENCE NORTH 30°32'51" WEST 14.89 FEET;
THENCE SOUTH 86°13'44" WEST 13.35 FEET;
THENCE SOUTH 23°45'54" WEST 20.55 FEET;
THENCE SOUTH 59°32'18" WEST 22.94 FEET;
THENCE SOUTH 30°27'42" EAST 9.79 FEET;
THENCE NORTH 59°32'18" EAST 7.72 FEET;
THENCE SOUTH 30°27'42" EAST 14.68 FEET;
THENCE SOUTH 58°30'18" WEST 1.46 FEET;
THENCE NORTH 30°27'42" WEST 3.29 FEET;
THENCE SOUTH 58°30'18" WEST 5.50 FEET;
THENCE SOUTH 30°27'42" EAST 7.00 FEET;
THENCE NORTH 58°30'18" EAST 6.96 FEET;
THENCE SOUTH 30°27'42" EAST 3.18 FEET;
THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°27'42" WEST 21.52 FEET;
THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;
THENCE SOUTH 30°32'51" EAST 3.24 FEET;
THENCE NORTH 59°27'09" EAST 1.10 FEET;
THENCE SOUTH 30°32'51" EAST 4.44 FEET;

THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°32'51" WEST 4.41 FEET;
THENCE NORTH 59°27'09" EAST 6.36 FEET TO POINT OF BEGINNING 'ONE'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'TWO';
THENCE SOUTH 59°18'59" WEST 19.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 7.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'TWO'.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,846 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 'A';
THENCE NORTH 3°46'16" WEST 35.14 FEET;
THENCE SOUTH 86°13'44" WEST 5.29 FEET;
THENCE NORTH 3°46'16" WEST 38.62 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE NORTH 3°46'16" WEST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 10.09 FEET;
THENCE SOUTH 3°46'16" EAST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE SOUTH 3°46'16" EAST 15.02 FEET;
THENCE SOUTH 86°13'44" WEST 9.44 FEET;
THENCE SOUTH 3°46'16" EAST 48.23 FEET;
THENCE NORTH 86°13'44" EAST 13.35 FEET;
THENCE SOUTH 30°32'51" EAST 14.89 FEET;
THENCE NORTH 59°27'09" EAST 6.19 FEET TO POINT 'A' AND THE TERMINUS OF THIS DESCRIPTION.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE SOUTH 59°18'59" WEST 132.76 FEET TO **POINT OF BEGINNING 'THREE'**;

THENCE NORTH 04°07'07" WEST 46.51 FEET;

THENCE NORTH 85°52'53" EAST 1.71 FEET;

THENCE NORTH 04°07'07" WEST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 0.69 FEET;

THENCE NORTH 04°07'07" WEST 19.37 FEET;

THENCE SOUTH 85°52'53" WEST 20.65 FEET;

THENCE NORTH 04°07'07" WEST 9.12 FEET;

THENCE NORTH 86°13'44" EAST 9.85 FEET;

THENCE NORTH 04°07'07" WEST 21.52 FEET;

THENCE NORTH 86°13'44" EAST 10.79 FEET;

THENCE NORTH 04°07'07" WEST 50.41 FEET;

THENCE NORTH 35°28'10" EAST 16.70 FEET;

THENCE NORTH 04°07'07" WEST 68.25 FEET;

THENCE NORTH 85°52'53" EAST 3.42 FEET;

THENCE NORTH 04°07'07" WEST 24.01 FEET;

THENCE NORTH 30°36'52" WEST 30.63 FEET;

THENCE SOUTH 04°07'07" EAST 65.93 FEET;

THENCE NORTH 85°52'53" EAST 17.50 FEET;

THENCE NORTH 04°07'07" WEST 101.04 FEET;

THENCE NORTH 30°36'52" WEST 30.00 FEET;

THENCE SOUTH 03°53'08" EAST 69.88 FEET;

THENCE SOUTH 85°52'53" WEST 1.33 FEET;

THENCE SOUTH 04°07'07" EAST 11.00 FEET;

THENCE NORTH 85°52'53" EAST 1.09 FEET;

THENCE SOUTH 04°07'07" EAST 56.50 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT 'B'**;

THENCE CONTINUING SOUTH 04°07'07" EAST 157.42 FEET;

THENCE NORTH 85°52'53" EAST 11.60 FEET;

THENCE SOUTH 04°07'07" EAST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 1.60 FEET;

THENCE SOUTH 04°07'07" EAST 54.22 FEET;

THENCE NORTH 59°18'59" EAST 17.24 FEET TO **POINT OF BEGINNING 'THREE'**;

EXCEPT THE FOLLOWING;

COMMENCING AT THE HEREINBEFORE MENTIONED POINT 'B';
THENCE NORTH 85°52'53" EAST 15.24 FEET TO POINT OF BEGINNING 'FOUR';
THENCE CONTINUING NORTH 85°52'53" EAST 11.33 FEET;
THENCE SOUTH 04°07'07" EAST 31.94 FEET;
THENCE SOUTH 85°52'53" WEST 11.33 FEET;
THENCE NORTH 04°07'07" WEST 31.94 TO POINT OF BEGINNING 'FOUR'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'FIVE';
THENCE SOUTH 59°18'59" EAST 26.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 14.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'FIVE'.

LYING AT ELEVATION 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 8,717 SQUARE FEET MORE OR LESS.



P.O. Box 55487 · Shoreline, WA 98155
206-947-4975 phone · 206-364-3032 fax
info@signaturepllc.com

AMENDMENT TO THE MONORAIL OPERATING
AND EASEMENT AGREEMENT SCOPE OF WORK

THIS AGREEMENT made as of the 28th day of January, 1988,
by and between the City of Seattle, a municipal corporation
of the State of Washington, having its office at the Seattle
Municipal Building, 600 Fourth Avenue, in The City of Seattle,
Washington (hereinafter called "City") and Westlake Center
Associates Limited Partnership (hereinafter "Associates"), a
Washington limited partnership whose general partners are
Rouse-Seattle, Inc., a Maryland corporation and Westlake 7
Building Partners Limited Partnership, a Washington limited
partnership.

WHEREAS, the City and Associates have entered into that
certain Monorail Operating and Easement Agreement dated
February 13, 1987 (herein "Agreement") wherein, among other
things, the parties have entered into an agreement respecting
construction, maintenance, use and operation of certain
elevated monorail tracks and monorail platform; and

WHEREAS, it is in the mutual benefit of the City and
Associates to amend the Agreement to modify the scope of
work provided for in Exhibit "C" of the Agreement, respecting
the construction of a portion of the elevated monorail
tracks.

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NOW, THEREFORE, in consideration of the promises and mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

1. Exhibit "C" of the Agreement, providing for the design standards and scope of work applicable to the construction of the Monorail station and Monorail Platform is amended to include the following work to be performed by the Associates ("Associate Work") pursuant to the following conditions. To the extent there is a conflict between other provisions in the Agreement and the conditions pertaining to the additional scope of work contained in this amendment, the conditions in this amendment shall apply to the additional scope of work.
2. Associates Work shall include construction of the Guideway Piers and Vaults in that certain Contract known as the Monorail Contract 4. The description, conditions and requirements of said construction work are contained in Exhibit "1" to this Agreement, attached and incorporated by reference herein, which includes the following:

-2-

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- (1) WASH DOT/APWA 1984 Standard Specifications, 1986 City of Seattle Supplement, as modified and amended by the 1986 City of Seattle Standard Plans, Special Provisions which is itself modified and amended by Special Provisions, Guideway Pier and Vaults Contract 4, as amended by Addendum No. 1;
- (2) Bid Document Drawings;
- (3) Bid Item List Contract 4 (City of Seattle);
- (4) Bid Item response list from Howard S. Wright Company;
- (5) Letter from Philip M. Frederick to Darrell Vange, dated October 27, 1987; and
- (6) City of Seattle Utilities Permit No. 48148.
- (7) Exhibits A & B1 and B2

AKK 3. Special Provisions, Section 2-08.9, LIQUIDATED DAMAGES (FAILURE TO COMPLETE WORK ON TIME) as stated Exhibit 1 shall not apply, but rather the following shall apply when there is a failure to complete work on time.

Time is of the essence in this Amendment, and Associates shall use all reasonable efforts to meet their contract milestones (as provided in Exhibit 1, item No. 1-a in the attached Addendum No. 1 to Special Provisions, Piers and Vaults, Contract No. (4)) in a timely fashion. Except as provided herein, Associates shall not be responsible to pay

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damages to the City or its agents for failing to complete their work on time, whether the delay to complete such work is due to the City's own negligence, the fault of third parties or otherwise. If there is a failure to complete work on time which is due to the negligence of Associates, their contractor, subcontractor or agents, and if as a direct result of said negligence there are delays to other contractors and/or subcontractors for the work and contract milestones of related projects (as identified in said Item No. 1-b of Addendum No. (1)), then Associates shall be responsible for the reasonable construction cost increases which may become necessary in order to reasonably achieve the contract milestones of said related projects and shall further, to the extent permitted by law, indemnify, save harmless and defend the City from any claims and liability from said other contractors and/or subcontractors resulting from such delay. Each party shall be responsible proportionately for their own negligent acts, errors and omissions resulting in such delays and claims and liability arising therefrom as governed by the laws of the State of Washington.

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4. Cost overruns and cost savings shall be treated as provided in that certain Contract for Sale ~~and Redevelopment~~ executed August 17, 1984, amended October 5, 1984 and further amended February 5, 1987 by and between the City and Associates (hereinafter the "Contract") and Section 4 of the Agreement. The work undertaken pursuant to this Agreement shall be for a price of Five Hundred Twenty Five Thousand Nine Hundred and Thirty Dollars (\$525,930.00) including general conditions, fees, state sales tax, B&O and Contingency but excluding bid item 32, Limestone Veneer identified in Exhibit 1, Bid Item List by the City of Seattle dated June 25, 1987, which work is eliminated as part of the work under this Agreement. For any change orders or for any work in excess of the price, (hereinafter referred to as cost overruns), Associates shall prior to authorizing or undertaking such work first seek approval from the City in writing by submitting its request which shall include a detailed written proposal, to:

Seattle Engineering Department
Monorail Project Manager
Attention: Phil Frederick
Room 600 - Municipal Building
Seattle, WA 98104

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For any change orders or any cost overruns involving less than Five Thousand Dollars (\$5,000), the City shall have three (3) working days from the date of the Associates' written request to notify Associates of its acceptance or rejection or shall be deemed to have given its acceptance to the work. For change orders or cost overruns in excess of Five Thousand Dollars (\$5,000.00), the City shall have ten (10) calendar days from the date of the Associates' written request to notify Associates of its acceptance or rejection; failure to so notify Associates shall make the City solely responsible for the additional costs attributable to the delay, but in no event shall silence or inaction on the part of the City be considered "deemed acceptance" so as to authorize the work.

The City shall be responsible for cost overruns (whether due to change orders or otherwise) except to the extent such cost overruns are due to the ~~fault or~~ negligence of Associates, their contractors, subcontractors or agents, in which event Associates shall be proportionally responsible for such additional costs and cost overruns. In any event

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Associates, after following the notification and approval procedure as previously stated, shall thereupon provide payment for the additional costs or cost overruns and shall be reimbursed for the City's share of the costs in the manner provided for in Section 4 of the Agreement.

5. In the event that Associates are unable to complete construction of the work provided for in the Monorail Contract 4 within the time frame provided for, then, except to the extent provided for in paragraph 3 of this Amendment, the City shall not otherwise be relieved of its obligations to have the Monorail Station ready and open for business as provided for in Section 3 of the Agreement, nor shall it give rise to an extension of time for the City to meet its obligations as provided in Section 9(a)(vii) of the Agreement.
6. This Amendment to the Agreement is being executed by and on behalf of the City of Seattle by its Director of Community Development pursuant to Section 46 of that certain Contract for Sale of Property and Redevelopment executed August 17, 1984, as amended, and Section 38 of the Agreement.

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IN WITNESS WHEREOF, the City and Associates have executed this Agreement as of the day and year first hereinabove written.

ATTEST:



THE CITY OF SEATTLE

By: 
Director, Department
of Community Development

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

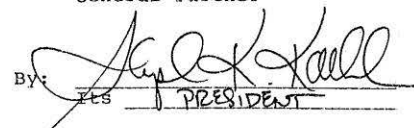
By: Rouse-Seattle, Inc.
General Partner

By: 
Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: 
Its PRESIDENT

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On this day personally appeared before me David Mosley to me known to be the Mayor, Dept of Community Development of the municipal corporation that executed the within and the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

Juanita E. Serrato
NOTARY PUBLIC in and for the State of
Washington, residing at *Seattle*
My Commission expires *1-29-88*

I hereby certify that on this 20th day of February, 1987, personally appeared before me Darrell M. Vance and _____, to me known to be the Vice President and _____ respectively of Rouse-Seattle, Inc., a corporation executing the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation as general partner of Westlake Center Associates Limited Partnership for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal this 2nd day of February, 1988.

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Commission expires 1-17-90

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that on this 2nd day of February
1988, personally appeared before me Stephen K. Koehler
and President to me known to be the
and
respectively of Koehler, McFadyen & Company, a corporation
executing the within and foregoing instrument as general
partner of Westlake 7 Building Partners Limited Partnership
and acknowledged said instrument to be the free and voluntary
act and deed of said corporation for the uses and purposes
therein mentioned and on oath stated that they are authorized
to execute said instrument.

WITNESS my hand and official seal this 2nd day of
February, 1988.

Robin Bushnell
NOTARY PUBLIC in and for the State of
Washington, residing at Haute
My Commission expires 7-17-90

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7:AGR3.

-10-

RECEIVED

48148

THE CITY OF SEATTLE

DEPARTMENT OF ENGINEERING

APPLICATION FOR UTILITIES PERMIT TO THE BOARD OF PUBLIC WORKS

DIRECTOR OF
ENGINEERING

DISTRIBUTION	
ORIGINAL -	Director of Engineering
WHITE -	Permittee
YELLOW -	Inspector
PINK -	Inspector
PINK -	Const. Crew

The undersigned (pursuant to Ordinance No. 90047) hereby applies for permission to

Construct monorail piers, vaults and ducts in 5th Avenue adjacent to Westlake Center in accordance with the Monorail Agreement; Letter dated 10/26/87, Frederick to Vange; and contract documents associated with Seattle Engineering Department Plan No. 782-163.

- ☐ Permittee to do restoration between curb and property line.
- ☒ Permittee to do full restoration of street right-of-way with full time inspection by Director of Engineering.
- ☐ Seattle Engineering Department to do restoration between curb and property line.

Permittee/Contractor Rouse-Seattle Inc./ By [Signature] Date 11-25-87
H. S. Wright, Inc.
I recommend that this permit be granted, subject to the conditions set forth therein.

Date December 7, 1987 By [Signature]
DIRECTOR OF ENGINEERING

WORK UNDER THIS PERMIT SHALL BEGIN WITHIN SIX MONTHS OF THE DATE OF THE PERMIT UNLESS OTHER ARRANGEMENTS ARE MADE, OTHERWISE PERMIT SHALL BE REVOKED.

PERMIT

THE ABOVE APPLICATION IS HEREBY GRANTED SUBJECT TO GRANTEE:

- Complying with all City Ordinances and Board of Public Works regulations;
- Notifying the Director of Engineering of the time the work will start, and when it will finish; ~~XXXXXX~~
- Notifying any utility or property owner subject to damage or inconvenience during performance of the work, and, grantee shall make all arrangements necessary for the protection of any such utility or owner interest;
- Prosecuting the work with diligence and with due respect to all property, contracts, persons, rights and the interests and convenience of the public;
- Saving the City harmless from any and all damages which may accrue to any person or property because of this installation or maintenance;
- NOTIFYING THE UTILITIES OF THE WORK BY CALLING 1-800-424-5555 48 HOURS BEFORE DIGGING.
- Complying with special conditions below and on back as noted:
- ☒ UNDERGROUND CONSTRUCTION ☐ CUSTOMER SERVICE ☐ AERIAL CONSTRUCTION
- ☒ CONDITION NO'S 1, 2, 4, 7, 8, 9

FAILURE TO GIVE NOTICE TO DIRECTOR OF ENGINEERING WILL RESULT IN THE ASSESSMENT OF A MINIMUM OF ONE HOUR INSPECTION TIME CHARGED AGAINST THE PERMITTEE.

Maintain a minimum of subject to spec lane(s) of vehicular traffic in each direction at all times.

Hours of Work: 6:00 a.m. to 7:00 p.m. subject to Section 1-08.11(1) in City Supplement

Board of Public Works
[Signature] Chairman
[Signature] Sec. Secretary
Date _____ By _____
Director of Engineering

The undersigned accepts this permit and agrees to abide by the conditions thereof.

Permittee/Contractor _____ By _____ Date _____

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FILED FOR RECORD AT REQUEST OF
SAFECO TITLE INSURANCE COMPANY
2615 4th AVENUE, SEATTLE, WA 98122

Feb 17 9 21 AM '87
BY TITLE
RECORDS
CLERK
CHS

87/02/17
RECO F 155.00
CPSSEL

MONORAIL OPERATING AND EASEMENT AGREEMENT

by and between

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

and

THE CITY OF SEATTLE

SAFECO DL-453263

8702170365

EXHIBIT

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MONORAIL OPERATING AND EASEMENT AGREEMENT

THIS AGREEMENT made as of the 13th day of February, 1987, by and between the City of Seattle, a municipal corporation of the State of Washington, having its office at the Seattle Municipal Building, 600 Fourth Avenue, in The City of Seattle, Washington (hereinafter called "City") and Westlake Center Associates Limited Partnership (hereinafter "Associates"), a Washington limited partnership whose general partners are Rouse-Seattle, Inc., a Maryland corporation and Westlake 7 Building Partners Limited Partnership, a Washington limited partnership.

W I T N E S S E T E:

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WHEREAS, pursuant to a Contract for Sale of Property dated August 17, 1984, as amended (the "Contract") between the City and Rouse-Seattle, Inc., predecessor in interest to Associates, the City has conveyed to Associates Lots 1, 3, 8, 9, 10, 11 and 12 located on Block 1 in the City of Seattle and Associates has acquired separately Lots 2 and 7 of Block 1 (the "Property" as more particularly described in Exhibit A attached hereto and made a part hereof); and

WHEREAS, pursuant to the Contract (the interest of Rouse-Seattle, Inc. therein having been assigned to Associates), Associates is to develop on the Property and certain adjacent property a mixed use office, retail and garage complex (the "Westlake Project"); and

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WHEREAS, pursuant to the Contract, Associates is to construct the Westlake Project so as to provide access through the Westlake Project and over and upon a platform located within the Westlake Project, constructed by Associates and designed to allow pedestrians to enter monorail trains operating on elevated tracks to be constructed by the City adjacent to Block 1 on the easterly side of the Westlake Project; and

WHEREAS, pursuant to the Contract, the City has agreed to construct and operate such elevated monorail tracks as part of the monorail system serving the City of Seattle and extending from Seattle Center to the Westlake Project; and

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WHEREAS, the Contract provides for the City and Associates to enter into an agreement respecting construction, maintenance, use and operation of such elevated monorail tracks, monorail platform and associated pedestrian access, and respecting easements to be granted in order to preserve such pedestrian access; and

WHEREAS, the City and Associates have agreed as to such matters.

NOW, THEREFORE, in consideration of the promises and the mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

Section 1. Definitions. In addition to the terms defined in the recitals of this Agreement, as used herein, the following terms have the following definition:

"Improvements" means the buildings and permanent improvements to be constructed by Associates on the property and certain

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adjacent property in accordance with the Contract and which will upon completion constitute the Westlake Project.

"Monorail System" means the elevated monorail public transit system owned and operated by the City and extending from Seattle Center to the Westlake Project and all equipment appurtenant thereto and necessary or appropriate for the operation of such public transit system, including but not limited to stations, terminals, trackage, trains and rolling stock and switching equipment.

"Monorail Station" means that portion of the Monorail System consisting of elevated monorail tracks constructed or to be constructed by the City pursuant to the Contract and this Agreement and located adjacent to Block 1 on the easterly side of the Westlake Project and generally in the location shown on the Site Plan attached hereto as Exhibit B and made a part hereof, together with all improvements and equipment necessary for the safe and proper use and operation of the Monorail Station, including without limitation pilings, supports, tracks and switching equipment, but not including the hereinafter defined Monorail Station Platform.

"Monorail Station Platform" means that portion of the Improvements constructed by Associates pursuant to the Contract and this Agreement consisting of a passenger terminal, including but not limited to a concrete platform, walls, ceilings, glass canopy, stairs, and an elevator located adjacent to the Monorail Station generally as shown on Exhibit B (but not constituting a

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part of the Monorail Station), which will serve as an area through which passengers may enter upon or exit from the Monorail Station.

Section 2. Construction: Design Standards and Scope of Work.

Attached hereto as Exhibit C are design standards and a scope of work applicable to the construction of the Monorail Station by the City and Monorail Station Platform by Associates. Associates shall complete base building construction, finish work, lighting, signage and other improvements described in Exhibit C hereof respecting the Monorail Station Platform ("Associates' Work") in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform) and approved by the City, as part of the plans and specifications for construction of the Improvements, in the manner set forth in the Contract. The City shall construct the sliding ramps ("Ramps") which connect to and extend from the Monorail Station Platform and shall complete other improvements (including, without limitation, platform handrails, ticket issuing machines and kiosk interior) respecting the Monorail Station Platform ("City Work") and shall construct all portions of the Monorail System (including, without limitation, the Monorail Station) other than the Monorail Station Platform, and it shall construct its improvements respecting the Monorail Station Platform and the Monorail Station in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform and Monorail Station) and approved as to appearance by Associates.

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All such improvements of the City as are located within the Improvements shall be located upon the Monorail Station Platform except that the City may install ticket issuing machines, as approved by Associates, at the other locations. Associates shall submit its plans and specifications for the Monorail Station Platform to the City as part of its plans and specifications for the Improvements to be submitted pursuant to the Contract and within the time frames set forth in the Contract. The City shall use its reasonable efforts to submit its design development plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station to Associates on or prior to January 1, 1987, and to submit to Associates its construction plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station on or prior to March 1, 1987. Associates shall approve or disapprove the plans and specifications of the City within the time frames (i.e., 15 working days) applicable to the City's approval of Associates plans and specifications under the Contract, and such plans and specifications shall be deemed approved by Associates unless the City is notified to the contrary within 15 working days following submission. If Associates disapproves the plans and specifications of the City, Associates shall so notify the City in writing and state the specific reasons therefor. Following such notification, the City shall either resubmit corrected plans and specifications to Associates for approval or incorporate such corrections as are requested by Associates in the City's subsequent plans.

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The right of Associates and the City to disapprove plans and specifications respecting the Monorail Station and Monorail Station Platform shall be exercised in a reasonable fashion and limited to matters (1) which are not consistent developments of the design standards and scope of work set forth in Exhibit C or plans and specifications previously approved respecting the Monorail Station or Monorail Station Platform, as the case may be or (2) which are new and material architectural or design elements not depicted or described in Exhibit C or in previously approved plans and specifications. Any bona fide dispute as to whether disapproval of plans and specifications or any amendment or modification thereof is allowed hereunder shall be resolved by arbitration in the manner set forth in Section 10(D) of the Contract.

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Section 3. Completion of Construction; Construction Schedule. Associates shall use its reasonable efforts to complete base building construction of the Monorail Station Platform, as part of the Improvements, in accordance with the schedule for completion of the Improvements as set forth in the Contract. The City shall likewise use its reasonable efforts to complete construction of the Monorail System and Monorail Station in accordance with the Schedule set forth in the Contract. The parties intend that the Monorail System, Monorail Station and Monorail Station Platform shall be complete and operational so that the Monorail System will be open and available for passenger service to and from the Monorail Station Platform on the Scheduled Opening

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Date (as defined in the Contract). In addition, Associates shall use its reasonable efforts to complete its work respecting the Monorail Station Platform (excluding pedestrian access) sufficient to allow the City access to the Monorail Station Platform for construction and testing purposes pursuant to Section 9(b)(vii) hereof.

In the event the Monorail Station Platform and retail portions of the Improvements are open for business or ready to open for business (as defined in the Contract) on the Scheduled Opening Date but the Monorail Station is not open for business (as defined in the Contract), Associates shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of Associates under the Contract resulting from the City's failure to comply with its obligations and undertakings set forth therein (including, without limitation, those respecting streetscaping and Westlake Park). In the event the Monorail Station is open for business or ready to open for business on the Scheduled Opening Date, and if the City shall have completed and fulfilled its other obligations and undertakings under the Contract to be completed and fulfilled by the Scheduled Opening Date, but the Monorail Station Platform and retail portions of the Improvements are not open or ready to open for business on the Scheduled Opening Date, the City shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of

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the City under the Contract resulting from Associates' failure to comply with its obligations and undertakings set forth therein.

Under the Contract the City is obligated to incur overtime and premium costs, as necessary, in order to complete, among other things, the Monorail Station, on or prior to the Scheduled Opening Date. If the City incurs such overtime and premium costs and causes the Monorail Station and certain other obligations of the City to be complete and open for business or ready to open for business by the Scheduled Opening Date but the Monorail Station Platform and retail portions of the Improvements are not open for business by the Scheduled Opening Date, Associates shall under certain circumstances as set forth in and subject to the provisions of the Contract, reimburse the City for a portion of such overtime and premium costs.

Section 4. Payment for Construction; Cost Savings.

Associates shall bear the cost of the Associates' Work respecting the Monorail Station Platform (not including costs incurred by the City respecting the City Work), until such time as the total cost of such construction (excluding design and engineering cost) is equal to \$2,051,000. The City shall bear the balance of all such construction cost, if any, respecting the Monorail Station Platform in excess of \$2,051,000.

The City shall bear the entire cost of construction respecting the Monorail Station, all other aspects of the Monorail System and its improvements to the Monorail Station Platform.

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Associates shall advise the City in writing no later than April 1, 1987 as to the estimated cost for the Associates' Work, which estimate shall be based on an allocation of Associates' overall estimated construction costs or guaranteed maximum cost contract for the Improvements, allowances for additional work and contingencies. Associates shall provide the amount of the guaranteed maximum cost for the Associates' Work by June 1, 1987. Following execution of a contract covering Associates' Work (which may be included in Associates' contract for the Improvements), Associates shall not enter into change orders increasing either the estimated or guaranteed maximum cost of the Associates' Work by more than \$5,000, based on estimates provided by contractors and other parties performing work, unless the City consents to the same. During construction of the Monorail Station Platform, Associates shall pay for the cost thereof as invoiced, and on the Opening Date Associates shall advise the City of the estimated cost of construction with respect thereto. Within sixty (60) days following the Opening Date and completion of the Monorail System, Monorail Station and Monorail Station Platform, Associates shall certify to the City the actual cost respecting the Associates' Work and, within 30 days following such certification, the City shall advise Associates in writing whether it agrees that such cost, as certified, has been incurred in accordance with the Contract and this Agreement. If the City shall fail so to advise Associates of such agreement within such 30 day period, it shall be deemed conclusively that the City has agreed to the certification. Any bona fide dispute as to such certification shall be

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resolved by arbitration pursuant to Section 28 of this Agreement. Within 30 days following agreement as to such cost certification by Associates, (i) the City shall pay to Associates the entire amount by which such cost of Associates' Work, as certified and approved, exceeds \$2,051,000 or (ii) if such Associates' Work costs, as certified and approved, is less than \$2,051,000, Associates shall pay the City the entire difference between \$2,051,000 and the cost of such Associates' Work as certified and approved. Associates shall keep adequate books and records with respect to the cost of construction of the Monorail Station Platform and the City shall have the right to inspect such books and records at Associates' regular place of business, during Associates' regular business hours and upon reasonable prior notice to Associates, and provided that Associates shall not be required to maintain separate books and records regarding such costs.

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Section 5. Temporary Monorail Station. The City shall be responsible, at its sole cost, for the demolition of any existing Monorail System tracks, equipment and improvements, including, without limitation, all piers, columns and supporting elements appurtenant to those portions of the existing Monorail System. The City may elect to leave the footings of the old monorail station in place, in which event Associates shall remove such footings and include the cost thereof in the scope of Associates' Work. The City shall further be responsible, at its sole cost, for the construction and demolition of a temporary monorail

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station to serve the Monorail System during construction of the Monorail Station and Monorail Station Platform.

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Section 6. Quality of Construction: Mechanic's Liens. All construction respecting the Monorail System, Monorail Station and Monorail Station Platform shall be performed in a good and workmanlike manner, and Associates and the City will coordinate their construction respecting the Monorail Station and Monorail Station Platform so as to facilitate their respective construction activities. The City recognizes and agrees that Section 20.46 of the Seattle Municipal Code does not apply to construction of the Monorail Station Platform. However, Associates agrees to seek to involve minorities and women in its construction of the Monorail Station Platform, as part of the Improvements (but not as a separate construction item) in the manner set forth in Section 42B of the Contract. The City and Associates hereby give notice that neither party hereto shall be responsible or liable for the work performed pursuant to this Agreement by or for the other party or for any materials furnished to or for the other party, nor shall either party hereto be subject to a lien upon its property for the cost of any labor, services or materials provided to the other party in the performance of the other party's obligations, or the exercise of its rights, under this Agreement. If, in connection with any work done or claimed to have been done by or on behalf of a party hereto, or in connection with any material supplied to such party, any mechanic's, laborer's or materialman's lien shall be filed against the property of the other party, such party, at

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its cost and expense, within thirty (30) days after notice of the filing of such lien, shall, upon the demand of the party against whose property the lien was filed, either (a) cause the same to be discharged of record, or (b) cause the same to be insured over to the satisfaction of the party demanding such discharge; provided that, in the event of a bona fide dispute as to the propriety of the lien and if the property of the lien party is not threatened with foreclosure to satisfy the lien or otherwise jeopardized by the lien, the responsible party shall not be required to discharge or insure over the lien so long as it provides the lien party with a bond (naming the lien party as an obligee) in form and amount reasonably satisfactory to the lien party (provided that the amount of such bond shall be at least equal to 125% of the amount claimed under the lien) and issued by a surety licensed to do business in the State of Washington and reasonably satisfactory to the lien party and sufficient in all respects to protect the lien party's interest in its property affected by the lien, and shall also defend, at its sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such lien, and shall pay any damages suffered or incurred therein by the lien party, and shall satisfy and discharge any judgments entered therein, and shall save the lien party harmless from any claims or damage therefrom.

Section 7. Alterations. Nothing contained in this Agreement, including, without limitation, the easements hereinafter granted, shall be construed to limit or restrict Associates'

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rights or ability to alter, modify, demolish, rebuild or reconstruct all or portions of the improvements; provided and for so long as the same shall be consistent with the applicable provisions of this Agreement with respect to the Monorail Station Platform, access to the Monorail Station (following completion of such alteration, modification, demolition, rebuilding or reconstruction) pursuant to the easements hereinafter granted, and otherwise be in accordance with any applicable provisions of the Contract. In the event Associates undertake to alter, modify, demolish, rebuild or reconstruct all or portions of the improvements, the following conditions shall apply:

(a) Associates shall not close at the same time both the Interior Accessway and Exterior Accessway, except as described in Section 9 hereof or unless both Accessways are damaged or destroyed.

(b) If either Accessway is to be closed for seven (7) days or less, (i) Associates shall notify the City in writing at least thirty (30) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) in the event of such disapproval, the City shall provide Associates with alternate closure dates, which dates shall be within thirty (30) days of the scheduled closure dates; and (iv) Associates

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shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure.

(c) If either Accessway is to be closed for more than seven (7) days, (i) Associates shall notify the City in writing at least ninety (90) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) Associates shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure; and (iv) Associates shall compensate the City for any loss of income due to any ridership loss as a result of such Accessway closure, unless such closure is due to damage or destruction to the Accessway. Loss of income for this purpose shall be determined by multiplying the average number of riders from the prior three years during the same period of time as the closure by the current average ticket rate. The City shall send Associates an invoice for the loss of income so calculated within thirty (30) days of re-opening the Accessway and Associates shall tender payment within thirty (30) days of receiving the invoice.

Section 8. Easements and Ramp Modifications.

(a) For the purpose of this Section the following will apply:

(i) A party granting an easement is called a "Grantor".

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(ii) A party to whom an easement is granted is called a "Grantee".

(iii) The word "in" with respect to an easement granted "in" a particular parcel or property means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and "under", or any one or more of the foregoing.

(iv) The grant of an easement by a Grantor shall bind and burden its property to the extent of its interest therein, which for purposes of the granting of any easement under this Agreement shall be deemed to be the servient estate, and any such grant shall survive the total or partial destruction of the subject matter of the easement and extend for such period as is hereinafter provided and shall run with the land.

(v) The grant of an easement to a Grantee shall benefit the Grantee and its property (including, but not limited to, any leasehold, fee or real property interest of a Grantee), which property shall, for the purpose of this Agreement, be deemed to be a dominant estate without payment of any fee or other charge therefor.

(vi) Unless provided otherwise, all easements granted hereunder are irrevocable and non-exclusive and may be used in common by the Associates and the City and their successors and assigns, and by the tenants, subtenants, concessionaires, invitees and licensees of Associates, and by

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the City's invitees, employees, and contractors retained to repair the Monorail System, Monorail Station Platform and Exterior Accessway, and passengers utilizing the Monorail System.

(vii) All easements granted hereunder shall exist by virtue of this Agreement and the Exhibits hereto, without the necessity of confirmation by any other document and shall be binding upon each Grantor, its successors and assigns, for the benefit of each Grantee, its successors and assigns. Upon the termination or release of any easement (in whole or in part) in respect of all or any part of the property burdened thereby, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any Grantor or Grantee, each other Grantor and Grantee will execute and acknowledge an appropriate document memorializing the existence (including the location and any conditions) or the termination or release (in whole or in part), as the case may be, of any easement.

(b) Associates, as Grantor, hereby grants to the City, as Grantee, for the benefit of the Monorail Station, an easement in the Monorail Station Platform and those portions of the Improvements shown on Exhibit D as the Interior Accessway and Exterior Accessway (as the same may be actually constructed pursuant to this Agreement and the Contract) (collectively "Accessways") for the purpose of pedestrian access between the

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Improvements and Monorail Station, in accordance with the purpose for which such Accessways are designed and subject to the provisions of Section 9 below. In addition, the City shall have the right of access to the vault and electrical switches through the Improvements relating to the operation of the Monorail System, Monorail Station Platform and Exterior Accessway.

(c) The City shall not modify, redesign or replace the Monorail Station Platform ramps or install any other system of pedestrian access between the Improvements and the Monorail Station without the written consent of Associates.

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Section 9. Restrictions Respecting Easement Areas. The areas burdened by the easements granted pursuant to Section 8 above are hereinafter referred to as the "Easement Areas". Each of the parties hereto will take such action as may be reasonable under the circumstances to regulate the Easement Areas in accordance with those uses and purposes for which the Easement Areas are intended, and neither of the parties shall authorize the use of the same by anyone other than those persons to whom the easements are granted under Section 8. Notwithstanding the foregoing, nothing herein shall be construed to provide less rights of use than those which now or in the future shall be required under local, state and federal law.

(a) Unless required by law, no person shall be permitted to do any of the following in or about any part of the Easement Areas without the consent of both of the parties:

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(i) (A) With respect to the Accessways, parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the Accessways or Monorail Station Platform by persons entitled to use the same, create a disturbance, attract attention or harass, disparage or be detrimental to the interests of any of the retail or business establishments within the Improvements; and (B) with respect to the Monorail Station Platform, parade, rally, patrol, picket, demonstrate or engage in any conduct that would tend to obstruct, hinder or impede the egress or ingress to the Monorail System or Accessway; or

(ii) Deface, damage or demolish any sign, light standard or fixtures, or other improvement on or within the Improvements or Monorail Station; or

(iii) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind; or

(iv) Use any sound making device of any kind; provided, that with respect to paragraphs (i) through (iv) above, neither of the parties hereto shall be deemed to be in default hereunder so long as such party uses reasonable effort to halt or prevent any such act or acts from taking place on property under its control. To the extent permitted by law, each of the parties shall have the right to deny access to or exclude from the Easement Areas any person engaged in the commission of any such act or

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acts or to restrain any such person from coming upon the Easement Areas. In so acting, such party shall not be deemed to be the agent of any other party, unless expressly authorized or directed in writing to do so by such other party.

(b) In addition to the foregoing restrictions, the parties' use of the Easement Areas shall be subject to and in accordance with the following:

(i) The City covenants and agrees that the Monorail System shall be in operation and open to public ridership and shall keep the Monorail Station open for pedestrian access between the Westlake Project and the Monorail Station during the hours that the retail portions of the Westlake Project are open, or from 10:00 a.m. to 9:00 p.m. Monday through Saturday and 12:00 noon to 5:00 p.m. on Sunday, whichever is shorter.

(ii) The Monorail Station Platform and Exterior Accessway shall be open for pedestrian access one-half hour before and one-half hour after the regular operating hours of the Monorail System. Regular operating hours shall be provided in writing to the manager designated by Associates, but shall not exceed the time period from 6:00 a.m. to 1:00 a.m. each day. The initial regular operating hours are described in Exhibit E. Written notice of any change to the regular operating hours shall be delivered to the Associates' manager not less than thirty (30) days in advance of the effective date of any such change. Any change in the regular

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operating hours whereby the Monorail System would commence operations earlier than 6:00 a.m. or terminate operations later than 1:00 a.m. shall be subject to approval by Associates which shall not be unreasonably withheld. If the Monorail System is operating beyond its regular operating hours as a result of special events or circumstances, the Exterior Accessway shall be open one-half hour before and one-half hour after such extended hours, provided that the City shall give Associates 24-hour advance written notice of such extended hours. Any day in which the Monorail System is not in operation, Associates may close the Monorail Station Platform and Exterior Accessway to pedestrian access, but not for access by the City or its agents at any time.

(iii) Associates shall keep open the Interior Accessway and Queueing Area whenever the retail portions of the Westlake Project are open for business or at least from 10:00 a.m. to 7:00 p.m. Monday through Saturday and from 12:00 noon to 5:00 p.m. on Sunday. At all other times, Associates shall have the right to close access to the Interior Accessway and Queueing Area. If the Monorail System is in operation as a result of special events or circumstances beyond the regular operating hours, Associates shall keep open the Interior Accessway and Queueing Area upon written notice from the City not less than 24 hours in advance. In such event, the City shall pay Associates an hourly fee of \$50.00 per hour for each hour of extended

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operation by the City. Such fee shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. In addition, such fee may be increased by Associates, with the approval of the City, which approval shall not be unreasonably withheld, due to extra security costs as may be required by experience and over time. If the Interior Accessway and Queueing Area is open for such special events or circumstances, Associates may restrict access over any other portions of the Westlake Project.

(iv) In addition to and notwithstanding the foregoing, emergency access through the Easement Area shall be available on a 24-hour basis.

(v) Associates shall be entitled to install doors, security grilles and fire doors and/or fire protection devices on the Easement Areas in order to secure its property at times during which the Easement Areas are not open for pedestrian access and to protect its property against damage by fire.

(vi) In addition and notwithstanding anything contained in this Agreement to the contrary, Associates may temporarily deny access to and upon the Easement Area to the extent reasonably necessary for security purposes, fire or other emergencies.

(vii) The City shall be entitled to access to the Monorail Station Platform for construction and testing

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purposes at least five (5) months prior to the Scheduled Opening Date, provided Associates shall have completed its work respecting the Monorail Station Platform sufficient to allow such access safely and conveniently (and Associates shall use its reasonable efforts so to complete its work at least five (5) months prior to the Scheduled Opening Date). Associates shall give the City written notice at least sixty (60) days in advance of the commencement date of such five-month period. In the event Associates are unable to provide access on the designated commencement date, ~~the time during such five-month period in which the City is to complete its obligations shall be extended for the same time period as the delay in providing access.~~ During the construction of the Monorail Station and Monorail Station Platform, Associates shall, with assistance from the City, apply in a timely fashion for street use or other applicable permits in order to obtain temporary access to the sidewalk and street below the Monorail Station for the purpose of constructing piers, columns, vaults and other improvements in connection with the completion of the Monorail Station or Monorail Station Platform. Associates' application for such permits shall be considered and decided upon expeditiously by the City's Board of Public Works ("Board"), although nothing provided herein shall be construed to obligate the Board to issue such permits. If the Board does not issue such permits in a timely manner, Associates shall have the right to remove the

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work requiring such access from the scope of Associates' Work. Otherwise, neither party shall be entitled to access over those portions of the Easement Areas located on or above the property of the other until such time as work respecting the Easement Areas (including, in any event, the Monorail Station and Monorail Station Platform) shall have been completed pursuant to this Agreement and the retail portions of the Westlake Project are first open for business.

(viii) Associates shall not place any furniture, equipment or fixtures within or upon the Monorail Station Platform except as shown on the plans and specifications approved hereunder, or as provided under the Contract, or otherwise without the consent of the City. Associates shall have the right to merchandise the Monorail Station Platform and to grant concessions thereon; provided, however, that Associates shall remove such concessions upon the City's request pursuant to the same conditions described in Section 9(b)(ix). The City shall have the right to approve the location of any concessions by Associates on the Monorail Station Platform to the extent that the location of such concessions may adversely affect the use of the Platform as a public transportation terminal. The City shall have no right to grant any concessions on the Monorail Station Platform.

(ix) Associates will not place any ~~permanent~~ furniture, fixtures or equipment within that portion of the Accessways designated on Exhibit D as "Queueing Area"

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consisting of approximately 1,700 square feet, except to the extent shown on such plans and specifications or as otherwise agreed by the City. Associates may merchandise the Queuing Area pursuant to movable kiosks, pushcarts, displays and other movable merchandising fixtures and means, which shall ~~not take more than 500 square feet of space in the Queuing Area, and Associates may install movable furniture, seating, fixtures and equipment within the Queuing Area, all without the consent of the City; provided, however, that upon not less than twenty-four (24) hours written notice from the City (which notice shall state that the City reasonably expects that the Queuing Area must be cleared in order to accommodate an anticipated high ridership volume and state the duration of time during which the City requires that the Queuing Area be cleared).~~

~~Associates shall remove such movable furniture, equipment and the like from the Queuing Area for so long as the same shall be necessary to accommo-~~

~~date the City's request.~~ At the end of the fifth (5th) year following the Opening Date, the City and Associates shall endeavor in good faith to agree as to whether the Queuing Area has been reasonably necessary for the efficient and orderly use of the Monorail Station. If the Queuing Area has not been so necessary on a consistent basis, the parties shall either remove the Queuing Area from the Easement Area or modify and/or reduce the size of the Queuing Area to accommodate the reasonably necessary needs of the Monorail

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Station (but the Queueing Area shall in no event be relocated or expanded without the consent of Associates, in its sole and absolute discretion), and the parties shall execute such release of easement or other document or instrument reasonably requested by either party to effectuate the same. Any bona fide dispute respecting whether the Queueing Area is reasonably necessary, on a consistent basis, for the efficient and orderly use of the Monorail Station shall be determined at the sole and absolute discretion of the City; provided that the City shall reasonably demonstrate to Associates the reasonable necessity of the Queueing Area.

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(x) Provided that the Interior Accessway to the Monorail Station Platform shall include the main vertical accessway through the retail portions of the Westlake Project, Associates may, from time to time, reconfigure and/or relocate those portions of the Accessways (but not the Monorail Station Platform), in which event the easements created under this Agreement in and over the Accessways shall apply to and encumber the same, as reconfigured and/or relocated, but shall not apply to any portion of the Improvements no longer used as Accessways, and provided that Associates shall not reconfigure or relocate the Exterior Accessway or Queueing Area without the prior written consent of the City (which consent shall not be unreasonably withheld).

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(xi) Associates reserve the right to close off those portions of the Easement Areas for the installation of utilities or improvements or for the repair or restoration of its property; provided, however, that before closing off any part of the Easement Areas as provided above, Associates shall give written notice to the City, pursuant to Section 7, of its intention to do so and shall coordinate its closing with the activities of the City so as to minimize interference with the operation of the Monorail System.

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Section 10. Associates' Use and Operating Covenant. Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as the City shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the Westlake Project or condemnation, and provided compliance is not rendered impossible by unavoidable delay, by action or inaction of the City or by persons or events over which Associates has no control, Associates shall keep the Interior Accessway in good, clean operating condition and repair, generally in accordance with the maintenance standards attached hereto as Exhibit G, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete. Any dispute as to compliance with the provisions of this Section 10

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shall be resolved by arbitration in accordance with the provisions of Section 28.

Section 11. Use and Operating Covenant of the City.

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(a) Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as Associates shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the improvements of the City respecting the Monorail System (including, without limitation, the Monorail Station) or condemnation, and provided compliance is not rendered impossible by unavoidable delay by action or inaction of Associates or by persons or events over which it has no control, ~~the City shall~~ continuously manage and operate the Monorail System (including, without limitation, the Monorail Station and all fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements) as a first-class, clean, safe and efficient public transportation system with appurtenant systems and facilities. Without limiting the generality of the foregoing, commencing on the date on which the retail portions of the Westlake Project are first open for business, and continuing during the Term of this Agreement, subject to the provisions set forth above, ~~the City shall keep the~~ Monorail System, the Monorail Station, and all such fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements in good

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clean operating condition and repair, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete.

(b) The City shall, at its sole cost, be responsible for all operation, cleaning, repair and maintenance of equipment and/or systems installed by the City, within or upon the Monorail Station Platform, Accessways, Ramps or Improvements.

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(c) The City covenants and agrees to manage and operate the Monorail System with the Monorail Station in accordance with this Section 11 hereof for not less than twenty (20) years after the Opening Date. Notwithstanding any other provision herein to the contrary, if the City defaults under this covenant, the damages to be paid to Associates shall be determined in accordance with Section 18(b). The City may sell, transfer, or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any governmental entity without the Associates' consent, but shall not sell, transfer or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any non-governmental entity without the written consent of Associates, which shall not be unreasonably withheld.

(d) The City shall not extend, expand or substantially alter the Monorail System in any manner which would increase on a consistent basis above the peak base ridership volume passenger use of the Monorail Platform and/or Accessways without the prior

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written consent of Associates. For purposes of this provision, the peak base ridership volume is 6,000 passengers per hour. Any dispute as to compliance with the provisions of this Section 11 shall be resolved by arbitration in accordance with the provisions of Section 28.

Section 12. Maintenance, Security and Utilities.

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(a) The City shall be responsible at all times for providing security services to and securing the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall be responsible at all times for providing security services to and securing the Interior Accessway. Associates shall have the right to protest the insufficiency of security for the Platform and Exterior Accessways and the City shall have the same right with respect to the Interior Accessway. Upon the occurrence of such protest, the City or Associates, in cooperation with the other party, shall promptly and reasonably endeavor to develop and implement a revised schedule and standard of security services as may be reasonably necessary under the circumstances.

(b) The City shall be responsible before and after the regular operating hours of the retail portions of the Westlake Project for providing overnight and routine cleaning and maintenance services and all other maintenance services not otherwise the responsibility of Associates for the Monorail Station Platform, Ramps and Exterior Accessway. Such routine cleaning and maintenance services shall be in accordance with the schedule and standards for such services described in Exhibit H. The regular

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operating hours of the retail portion of the Westlake Project for the purposes of this Section shall be at a minimum 10:00 a.m. to 7:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sunday. During the regular operating hours of the retail portions of the Westlake Project, Associates shall be responsible for providing routine spot cleaning and maintenance services for the Monorail Station Platform and Exterior Accessway in accordance with the schedule and standards for such services described in Exhibit I. If either party fails to provide their respective required cleaning and maintenance services described in this Section for the Monorail Station Platform and Exterior Accessway, the other party shall so notify the responsible party for such failure. If after 24 hours, the responsible party has not corrected the default, the other party may provide such required maintenance services at the expense of the defaulting responsible party until such time as the responsible party provides the required level of service. Any dispute arising in connection with this Section 12 shall be resolved by arbitration in accordance with the provisions of Section 28.

(c) The City shall be responsible for all capital improvements, replacements and major maintenance on the Monorail Station Platform, Ramps and Exterior Accessway. Prior to the commencement of any such capital improvement, replacement or maintenance, the City shall first obtain the written approval of Associates, which shall not be unreasonably withheld. All replacements of such capital improvements, equipment or fixtures

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shall be, at least, of equivalent quality as the original. The City shall maintain the Monorail Station Platform and Exterior Accessway, including without limitation, any mechanical systems thereon, in a first-class and sound operating condition, except the routine repair and maintenance of the elevator in the Exterior Accessway. The City shall provide Associates in advance with a copy of the annual capital budget which covers the Monorail System and Monorail Station. Any dispute under this Section shall be resolved by arbitration as provided in Section 28.

(d) The City shall pay all utility charges in connection with the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall pay all utility charges in connection with the Interior Accessway.

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Section 13. Payment. In order to reimburse in part Associates' costs in providing cleaning and maintenance services, in keeping open the Interior Accessway and in providing other non-routine services more fully described in Exhibit I, for the Monorail Station Platform and Exterior Accessway, the City shall pay Associates \$2,583.33 per month. Such amount shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. Such amount may, also, be increased, with the approval of the City, in accordance with insurance premium increases directly related to claims experience on the Monorail Station Platform, Ramps and Exterior Accessway.

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Section 14. Liability Insurance.

(a) Upon the execution of this Agreement, Associates shall obtain and file with the City evidence of its policy of comprehensive general liability insurance. Such policy shall specifically name the City as an additional insured thereunder. This insurance shall be maintained by Associates during the term of this Agreement.

(b) The City is not insured by any independent insurance carrier and is self-insured at this time. Should the City, at its sole discretion, obtain any applicable independent insurance coverage on the Monorail Station and Platform, then the City agrees that it shall notify Associates immediately in writing and shall specifically name Associates as an additional insured thereunder. The parties recognize that under current law, including Article VIII, Section 6 of the Constitution of the State of Washington and RCW 39.36.020, 6.04.140 and 6.04.150, there is a limit upon the amount of public indebtedness which may be incurred by the City, upon which Associates have relied, as a material part of this Agreement, and agreed to the City's self-insurance as it impacts the Monorail Station and Platform. Should there be a material change to the current law in this respect during the period of time in which the City remains self-insured, then upon reasonable notice from either party, the parties shall endeavor in good faith to renegotiate this section of the Agreement.

Section 15. General Contractor's Insurance. Each party shall require that their respective general contractors,

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performing any of the construction work contemplated under this Agreement, name Associates and the City as additional insureds on the general contractors' policies of comprehensive general liability insurance. Each general contractor shall, at its own expense, obtain and shall file with Associates and the City appropriate evidence in the form of a Certificate of Insurance of a policy of comprehensive general liability insurance (including contractual and automobile coverages). Such Certificates are subject to approval by Associates and the City as to insurer, form and coverage. Such policies shall provide minimum limits of \$1,000,000 combined single limit per occurrence and annual aggregate with no deductible amounts. Associates and the City shall be given thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of each such policy.

Section 16. Indemnity. To the extent permitted by law, the City shall indemnify, save harmless, and defend Associates from all claims and liability due either to the negligent acts, errors or omissions of the City, its agents and employees, or from anyone arising on or within the area of the Monorail System, Monorail Station Platform, Ramps or Exterior Accessway, except to the extent such claims and liability relate to cleaning and maintenance services provided by Associates pursuant to Section 12 in such areas. In the same manner, Associates shall indemnify, save harmless and defend the City from all claims and liability due either to the negligent acts, errors or omissions of Associates,

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its tenants, subtenants, agents and employees, or from anyone arising on or within the Interior Accessway. Each party shall be responsible proportionately for their own negligent acts, errors or omissions and claims and liability arising therefrom as governed by the laws of the State of Washington. Each party shall bear its own defense costs, including attorneys' fees, statutory and other costs for defending a claim.

Section 17. Damage and Destruction. In the event of the destruction of or damage to any portion of the property of either party hereto located upon or adjacent to Block 1 (the Improvements in the case of Associates and the Monorail Station in the case of the City), and if such party elects to rebuild, restore or repair the same (it being understood that, pursuant to the Contract Associates may be obligated to rebuild the Improvements or portions thereof), such party shall promptly rebuild, restore and repair the same, or cause such rebuilding, restoration and repair, in a good and workmanlike manner. Any such rebuilding, restoration and repair shall include:

(a) In the case of damage to or destruction of any portion of the property of Associates, and at the option of the City, the rebuilding, restoration and repair (as necessary) of the Monorail Station Platform and such portions of the Easement Areas as are located upon or above the Westlake Property to as good a condition, to the same general appearance, and on the same level or levels as existed prior to such damage or destruction; and

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(b) In the case of damage to or destruction of the Monorail System, and at the option of Associates, the rebuilding, restoration and repair (as necessary) of the Monorail System and Monorail Station to the same general quality, performance and operation standards, and appearance and in the same level or levels as existed prior to such damage or destruction.

Section 18. Election Not to Rebuild.

8702170365 (a) Following completion of construction of the Westlake Project and continuing until the Termination Date, provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, and subject to the rights, if any, of the City under the Contract, any Mortgagees or other third parties, Associates may, at its sole option, within a reasonable period of time, elect not to rebuild or restore the Improvements (including, but not limited to the Monorail Station Platform), in which event the following shall occur:

(i) Associates shall grant the City the right to build, at the City's sole expense, a temporary monorail station platform with an accessway to the sidewalk on Associates' property in substantially the same space occupied by the Monorail Station Platform and Exterior Accessway. The City shall promptly remove, at the City's sole expense, such temporary platform and accessway upon the request of Associates when Associates commence construction on the Property.

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(ii) The access easement granted to the City in Section 8 shall continue in accordance with this Agreement.

(iii) Associates and the City shall negotiate in good faith the terms of a new operating agreement for the Monorail System, if Associates elect to re-develop the Property.

(iv) The City shall waive all damages and claims against Associates in connection with any interruption of Monorail System service.

(v) Associates shall clear away any ruins resulting from damage or destruction.

(b) Following completion of construction of the Westlake Project and continuing until the termination date, provided the Westlake Project is in operation in accordance with this Agreement and Associates are otherwise in compliance with its obligations hereunder, the City may, at its sole discretion, within a reasonable period of time, elect not to rebuild or restore the Monorail Station or System, in which event the City shall undertake the following:

(i) During the initial twenty (20) years of this Agreement, the City shall pay Associates an amount equal to \$2,041,000 less \$102,550 for every year after the first year of this Agreement until the year the Monorail System suffers such damage or destruction.

(ii) The City shall remove all fixtures, systems and equipment relating to the operation of the Monorail System, Monorail Station, Ramps, and Monorail Station Platform from the

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Monorail Station Platform, Exterior Accessway and Interior Accessway.

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(c) If any portion of the Improvements, including the Easement Areas, and the Monorail System or Station are damaged or destroyed at the same time, either party may elect not to rebuild or restore, respectively, the Improvements or the Monorail System or Station. Each party shall waive any damages or claims against the other party in connection with the damage or destruction, at the same time, of the Improvements and Monorail System or Station. If the City elects to rebuild or restore the Monorail Station and Associates does not elect to rebuild or restore the Improvements, then Associates shall perform the undertakings described in Section 18(a). If the Associates elect to rebuild or restore the Improvements and the City does not elect to rebuild or restore the Monorail Station, then the City shall perform the undertakings described in Section 18(b).

Section 19. Mortgages. At any time and from time to time during the Term of this Agreement, Associates may assign or encumber its interest in this Agreement by way of a Mortgage or Mortgages containing such terms and provisions as Associates shall, in its sole discretion, deem fit and proper (but subject to the provisions, as applicable, of the Contract), and no Mortgagee of Associates shall be bound by the provisions of this Agreement as a result of any such Mortgage. Notwithstanding the foregoing, following completion of construction of the Improvements should any such Mortgagee of Associates otherwise succeed to the interest

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of Associates in this Agreement pursuant to foreclosure, assignment or deed in lieu of foreclosure, such Mortgagee, and any party who acquires Associates' interest in this Agreement through such Mortgagee shall be bound by the provisions of this Agreement; provided, however, that a Mortgagee of Associates which succeeds to the interest of Associates in this Agreement and the Improvements pursuant to foreclosure, assignment or deed in lieu of foreclosure prior to completion of the Improvements shall only be required to complete construction of the Improvements (including, without limitation, the Monorail Station Platform and Easement Areas located on the Westlake Property) to the extent required under the Contract.

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As used herein the term "Mortgage" means any one or more mortgages, deeds of trust, deeds to secure debt, loan deeds, trust indentures, owner's interest in a sale-leaseback, lessor's interest in a lease-sublease back, security agreements or any similar security or title retention device, including without limitation any leasehold mortgage, which shall, from time to time, create a lien upon the estate of any Associates in property and which shall be security for one or more notes, bonds or other evidences of indebtedness issued by Associates. The term "Mortgagee" means the holder of a Mortgage or the lender in whose favor the Mortgage was created, together with its successor, assignee or designee selected by the Mortgagee to take title to the property encumbered by the Mortgage upon foreclosure or assignment or deed in lieu of foreclosure.

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Section 20. Release Upon Transfer. If at any time, either party shall sell, assign, transfer or convey the entirety of its interest in the property which is the subject of this Agreement, other than by the execution of a Mortgage, such party shall be relieved of all further liability hereunder accruing from and after the date of transfer. Such party shall, however, as a condition of such transfer, cause the transferee expressly to assume and be bound by all the terms, covenants and conditions in this Agreement contained and to be performed on the part of the transferring party.

Section 21. Rights of Self-Help.

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(a) If any party (the "Defaulting Party") fails to perform any of the provisions, covenants or conditions of this Agreement on its part to be performed (including, without limitation, the making of any payment which the Defaulting Party has agreed herein to make) at the time and in the manner herein provided for the performance thereof, or if any provision, covenant or condition in this Agreement requires the diligent pursuit of a conduct or a course of work and if the Defaulting Party shall fail to pursue it diligently, then, in addition to any other remedies at law or in equity or as otherwise provided in this Agreement, the other Party (the "Non-Defaulting Party") may, upon 24 hour notice with respect to physical security devices on the Monorail Station Platform or Exterior Accessway or securing the access between the Monorail Station Platform and the Interior Accessway, or to cleaning and maintenance services described in

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Section 12, or upon reasonable notice not to exceed sixty (60) days with respect to matters involving a material visual impact on equipment, fixtures or other improvements installed by Associates on the Monorail Station Platform or Exterior Accessway, or involving public safety or unsafe conditions, or upon such other notice as may be specifically provided herein, cure or prosecute the curing of such default and all reasonable expense incurred in connection therewith, including legal fees, together with interest thereon at the Default Rate shall promptly be paid by the Defaulting Party to the Non-Defaulting Party effecting such cure. Neither party shall have the right to enter upon the property of the other party, except the Easement Areas, or to operate or cause the operation of the property of such other party in order to undertake any such cure.

(b) In addition, with respect to the events described herein, Associates may deny access to the property of Associates, including the Easement Areas, after Associates have notified the City in writing not less than thirty (30) days in advance. Such denial of access shall continue during the period of any default by the City in its obligations hereunder until such time as the default is cured (including such time as any amounts owed to Associates by the City shall have been paid in full, with interest thereon at the Default Rate from the time the amounts became due) and shall only occur upon the happening of the following events:

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(i) Failure by the City to satisfy promptly any judgment rendered against the City or against Associates, if Associates is protected by the City's indemnity in Section 16;

(ii) Failure by the City to comply promptly with any arbitral award or decision rendered pursuant to Section 28; or

(iii) Failure by the City to pay promptly the obligations described in Section 13 and 9(b)(iii), in which event, the denial of access is limited to the Interior Accessway.

(c) The term "Default Rate" means the annual rate of interest equal to the lesser of (i) the rate of interest announced from time to time by The Chase Manhattan Bank (National Association) (or some other bank agreed upon by the Parties) for short term loans to large businesses having the highest credit standing or (ii) the highest rate of interest allowed by law.

Section 22. Duration of Rights. The rights given by either party to the other to act as a Non-Defaulting Party under Section 21 shall endure until the Termination Date, provided that if and to the extent that any right or obligation of any party under this Agreement endures beyond such Termination Date, the rights provided in this Agreement shall likewise endure. Nothing in this Agreement shall act to terminate or limit any right of any Party to receive payment of any amount accrued at or before the Termination Date until it has been paid in full.

Section 23. No Termination and Re-negotiation Rights.

(a) The parties expressly agree that any provision of law or equity to the contrary notwithstanding, in the event of any

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default hereunder, such default shall not give rise to a right to terminate this Agreement, and the parties expressly understand and agree that this Agreement shall continue in effect through its Term, notwithstanding any default by any party.

(b) On the twentieth (20th) and fortieth (40th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the financial terms of this Agreement in order to reflect any changed circumstances. Each party shall negotiate in good faith and shall reasonably take into account any changed circumstances.

Section 24. Remedies Not Exclusive. The remedies provided for in this Agreement are not the sole remedies of a party and shall not be construed to be, by way of limitation, the only remedies available to the parties, but in addition either party shall be entitled to all remedies available in law or equity for breach by the other party.

Section 25. Rights of Mortgagees. The City agrees to accept performance and compliance by any Associates' Mortgagee of and with any term, covenant, agreement, provision or limitation on the part of Associates to be kept, observed or performed by the Associates under this Agreement. Without limiting the generality of the foregoing, in the event Associates shall be a Defaulting Party under this Agreement, the City shall not exercise its rights or remedies provided in Section 21 unless it shall first give to each of the Associates' Mortgagees whose name and address shall have been provided to the City pursuant to Section 29 notice of

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the event or events giving rise to Associates' default hereunder and stating the City's intention to exercise its remedies hereunder on a date specified in such notice. Notwithstanding such notice, the City shall not exercise its remedies hereunder if (i) such default by the Associates can be cured by the payment of a fixed monetary amount and within thirty (30) days after the date on which such notice is given, such Mortgagee shall make such payment or (ii) such default can be cured with the exercise of reasonable diligence by such Mortgagee, and such Mortgagee, within sixty (60) days after the date such notice is given, commences such proceedings (including, without limitation, the filing of a petition for the appointment of a receiver) as it may deem necessary to succeed to Associates interest under this Agreement and thereafter diligently pursues the curing of such default. Upon request, the City will enter into an agreement with any Mortgagee of Associates granting to the Mortgagee the rights set forth in this Section 25. This Agreement shall not be modified, amended, surrendered, cancelled or wholly terminated by Associates, nor shall any waiver of Associates' rights hereunder be effective, without the written consent of such Associates' Mortgagees whose name and address shall have been furnished to the City pursuant to Section 29.

Section 26. Termination Date.

(a) This Agreement shall remain in full force and effect and binding upon each party hereto and its property to the extent herein provided until the occurrence of the Termination

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Date. On the date of the first to occur of the following events (the "Termination Date"), this Agreement shall terminate in its entirety:

(i) The fiftieth (50th) anniversary of the date of this Agreement, except as provided in Section 26(c);

(ii) Upon the condemnation of all or substantially all of the Improvements (provided that such termination shall not be effective until such time as title to the condemned property vests in the condemning authority and the City (if not the condemning authority) shall be entitled to claim compensation from the condemning authority on account of its lost easements or easement rights hereunder) or the destruction of all or substantially all of the Improvements not followed by commencement of restoration within one (1) year;

(iii) Upon the unanimous consent of the City, Associates and Associates' Mortgagees;

(iv) At the option of Associates and following sixty (60) days written notice to the City, at such time as the operation of the Monorail System shall be discontinued for reasons other than those necessary for the repair and maintenance of the Monorail System for a continuous period in excess of sixty (60) days or for any non-consecutive sixty (60) days total in any calendar year.

(v) At the option of the City and following sixty (60) days written notice to the Associates, at such time as operation of the retail portions of the Westlake Project shall be

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discontinued, for reasons other than those necessary for the repair, maintenance or renovation of the Improvements, for a continuous period in excess of twenty-four (24) months.

(b) On the Termination Date each party shall be released from each covenant, provision and condition to be performed by it under this Agreement (including, without limitation, those respecting easements), which is not by its terms, to extend beyond or survive the Termination Date (except that the parties shall not be released from any liability incurred prior to the Termination Date). Upon the request of a party, both parties shall sign and exchange an instrument in recordable form evidencing the termination of this Agreement.

(c) Provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, on the fiftieth (50th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the terms of this Agreement. Each party shall negotiate in good faith. If the parties are unable to reach agreement on the new terms of the Agreement within two (2) years of the fiftieth (50th) anniversary date, such disputed terms shall be submitted to arbitration as provided in Section 28. In any event, the City shall retain, at its sole and absolute discretion, the right to an access easement on the Property to operate the Monorail Station; provided that, any calculation of any arbitral award or decision shall disregard the City's right to retain such an access easement. During the

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time the parties continue to negotiate in good faith or the arbitration process is in operation, the terms of this Agreement as of the fiftieth (50th) anniversary date shall continue with full force and effect.

Section 27. Compliance with Laws. At all times during the Term, the parties shall comply with all laws then in effect respecting the performance of their respective obligations and the exercise of the respective rights hereunder.

Section 28. Arbitration.

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(a) If a dispute shall arise between the parties, and if, pursuant to any express provision of this Agreement, such dispute is to be resolved by arbitration, then any such dispute shall be resolved by arbitration. Except to the extent expressly provided otherwise herein, any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association then obtaining and shall commence within thirty days of the date arbitration was invoked.

(b) The arbitrators shall be sworn faithfully and fairly to determine the question(s) at issue, and shall afford each party a hearing and the right to submit evidence, with the privilege of cross-examination on the question(s) at issue, and shall, with all possible speed, make their determination in writing, and shall give the parties notice of such determination. Any Mortgagee of Associates shall be entitled to participate fully in such hearing. All fees and costs of any such arbitration shall be paid as provided in the commercial arbitration rules of the

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American Arbitration Association or as determined by the arbitrators. Each arbitrator shall be independent of any affiliation or interest with either of the parties and shall be experienced in the development and operation of high quality, mixed-use real estate projects and public transportation systems. In any proceeding conducted pursuant to this Section, the award of the arbitrators shall be final and binding and enforceable in any court of competent jurisdiction.

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(c) Except the arbitration described in Section 26(c), if either party reasonably and in good faith believes that an arbitral award or decision of a dispute would involve damages in excess of \$25,000, then such dispute shall not be subject to arbitration. Once the parties submit a dispute to arbitration, the arbitral award or decision shall be final, binding and enforceable, regardless of the amount of any damages.

Section 29. Notices. Every notice, demand, consent, approval or other communication which either party is required or desires to give or make or communicate upon or to the other party shall be in writing and shall be sent by mailing the same by registered mail or certified mail, postage prepaid, return receipt requested, as follows:

IF TO THE CITY: Director of Seattle Center
 Seattle Center
 305 Harrison Street
 Seattle, Washington 98109

or to such other address or addresses as the City shall from time to time and at any time designate by notice to Association.

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IF TO ASSOCIATES:

Westlake Center Associates
Limited Partnership
Associates-Seattle, Inc.,
General Partner
c/o The Rouse Company
10275 Little Patuxent Parkway
Columbia, Maryland 21044
Attention: General Counsel

or to such other address or addresses as Associates shall from time to time and at any time designate by notice to the City.

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Every notice, demand, request, or other communication sent in the manner aforesaid shall be deemed to have been given, made or communicated, as the case may be, and shall be effective on the second business day after the same has been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail, except that any notice, demand, request, or other communication to a party (but not to any Mortgagee) may be personally delivered, and in such event shall be deemed to have been given on the date the same shall have been personally delivered to the officer or representative of the Party (as identified above) to whom such notice, demand, request or other communication is addressed. Each party shall designate an officer or representative to receive such personal notice.

Either party may require, at any time, that additional copies of any notice, be sent to such person(s), not, as to each notice, in excess of three (3) copies at any one time, as shall from time to time be designated in any notice from such party as to such requirement.

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Section 30. Section Headings. The section headings in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 31. Successors. Subject to the other provisions of this Agreement, all of the terms, covenants, obligations and conditions of this Agreement shall inure to the benefit of and shall bind as the case may be, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 32. Real Estate Commissions. Each of the parties represents and warrants unto the other that there are no commissions, charges or other compensation due any broker, agent or finder with respect to this Agreement or the negotiations thereof, and each of the parties covenants and agrees with the other that if either party hereto utilizes an agent, broker, or finder, the party so using an agent, broker or finder or incurring such commissions, charges, fees or similar expenses will pay, hold harmless and indemnify the other party from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any such compensation, commissions, charges or other compensation claimed by any such broker, agent or finder.

Section 33. Estoppel Certificates. Each party agrees that at any time and from time to time at reasonable intervals, within

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thirty (30) days after written request by the other party, such party will execute, acknowledge and deliver to the requesting party or to any prospective Mortgagee of Associates, assignee or tenant or subtenant, a certificate stating (i) that the Agreement is unmodified and in force and effect (or if there have been modifications, that this Agreement is in force and effect as modified, and identifying the modification agreements, or if the Agreement is not in force and effect the certificate shall so state; (ii) whether or not there is any existing default by either party under the Agreement with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (iii) whether or not, to the best knowledge of the certifying party, there are any setoffs, defenses or counterclaims against enforcement of the obligations of the certifying party hereunder.

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Section 34. No Waiver. No failure of either party hereto to exercise any power given it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 35. Partial Invalidity. In any term, covenant, or condition of this Agreement or the application thereof to any person, party or circumstances shall, to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes

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unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or the application of such term, covenant or condition to persons, parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 36. Rights Cumulative. All rights, powers and privileges conferred herein upon the parties shall be cumulative but not restrictive to those given by law.

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Section 37. Waivers and Consents. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. The Director of the Seattle Department of Community Development is authorized to act for and on behalf of the City in connection with this Agreement and in determining Associates' compliance with its obligations hereunder, and to extend the time for the performance of any of Associates' obligations under this Agreement, and to grant any consents, waivers or approvals on behalf of the City hereunder, except where action by another party is required by law or this Agreement.

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Section 38. Entire Agreement. This Agreement and all the Exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the Parties not embodied herein, attached hereto or hereinabove referenced shall be of any force and effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

Section 39. Transfer: Binding Nature. Except as provided in Section 19 (Mortgages), any sale, transfer or conveyance of any property subject to this Agreement or any part thereof or interest therein shall be subject to this Agreement, and it shall be deemed construed without further agreement that the purchaser or grantee at any such sale, transfer or conveyance has assumed and agreed to carry out any and all obligations of the transferor in this Agreement so long as such purchaser or grantee shall be the owner of the interest so transferred. As a condition of any such sale, transfer or conveyance, the transferee thereunder shall execute such instruments as the other party may reasonably require confirming the foregoing, and each party represents and covenants that it will not make any such sale, transfer or conveyance except in accordance with the provisions of this Section. In addition to and without limiting the generality of the foregoing, the City shall not, without the prior written consent by Associates, sell, transfer or convey the Monorail System or Monorail Station or its

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interest therein, or any part thereof, to any party which is not a governmental entity or agency.

Section 40. No Partnership. Nothing herein and no subsequent acts of any of the parties shall be deemed or construed by the parties hereto, nor by any third party, as creating or authorizing the creation of the relationship of principal and agent or of partnership or joint venture between the parties, or any of them.

Section 41. Expense of Obligations. Where this Agreement imposes obligations or responsibilities upon either party hereto, such obligations and responsibilities shall be performed at the expense of such party responsible therefore except where otherwise specifically provided.

Section 42. Unavoidable Delay. Except as otherwise expressly provided, each party hereto shall be excused from performing any of its obligations or undertakings provided in this Agreement (except any of its obligations to pay any sums of money under the applicable provisions hereof) for so long as the performance of such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, including but not limited to such of the following as may be beyond the reasonable control of such party: Act of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; malicious mischief; inability to procure or general shortage or rationing or regulation of labor, equipment, facilities, sources of energy

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(including, without limitation, electricity, gas, gasoline or steam), ~~materials or supplies in the open market~~; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; order of government or civil or military or naval authorities; litigation involving a party or others relating to zoning, subdivision, or other governmental action or inaction; or any other cause, whether similar or dissimilar to the foregoing, not reasonably within the control of such party; provided, however, that neither party shall be entitled to relief under this Section by reason of any event unless such party shall have given the other party notice of such event and the nature of such event within a reasonable time after the occurrence of such event, and unless such party uses reasonable prudence and diligence (without unreasonable expense) to avoid or mitigate the delay caused by such event.

Section 43. Recordation. This Agreement or a memorandum hereof shall be recorded among the land records of the City of Seattle. All costs and expenses of such recording shall be shared equally by the parties.

Section 44. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

Section 45. No Third Party Rights. Nothing in this Agreement shall be construed to permit anyone other than the parties

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hereto and Associates' Mortgagees, and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 46. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and venue shall lie with the appropriate court in King County.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, acknowledged and delivered in form and manner proper and sufficient in law, all as of the day and year first above written.

ATTEST:

THE CITY OF SEATTLE

By: *E. J. ...*
Director, Seattle Center

By: *D. ...*
Director, Department
of Community Development

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

By: Rouse-Seattle, Inc.,
General Partner

By: *D. ...*
Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: *A. ...*
Its PRESIDENT

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Ewen C. Davis LL
David Mascher and Thomas J. Davis to me
known to be the South Gate Apartments and Director
respectively of the municipal corporation that executed the within
and foregoing instrument and acknowledged said instrument to be
the free and voluntary act and deed of said municipal corporation
for the uses and purposes therein mentioned and on oath stated
that they are authorized to execute said instrument and that the
seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and seal this 10th day of February,
1987.

Clair D. Hubbard
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle - King County
Commission expires 11-15-91

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STATE OF Washington
COUNTY OF King) ss

I hereby certify that on this 12th day of February, 1987
personally appeared before me Darrell M. Vance and
and to me known to be the Vice President
respectively of Rouse-Seattle, Inc., a
corporation executing the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary act and
deed of said corporation as general partner of Westlake Center
Associates Limited Partnership for the uses and purposes therein
mentioned and on oath stated that they are authorized to execute
said instrument.

WITNESS my hand and official seal this 12th day of
February, 1987

Robert Bushnell
NOTARY PUBLIC in and for the
State of Wash. residing
at Seattle
Commission expires 11-15-90

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STATE OF WASHINGTON)
COUNTY OF KING) ss

I hereby certify that on this 12th day of February 1987,
personally appeared before me Stephen K. Koehler and
and, to me known to be the President
respectively of Koehler, McFadyen & Company,
a corporation executing the within and foregoing instrument as
general partner of Westlake 7 Building Partners Limited Partner-
ship and acknowledged said instrument to be the free and voluntary
act and deed of said corporation for the uses and purposes therein
mentioned and on oath stated that they are authorized to execute
said instrument.

WITNESS my hand and official seal this 12th day of
Feb, 1987

Robert B. Bushnell
NOTARY PUBLIC in and for the
State of Washington residing
at Seattle
Commission expires 1-1-90

8702170365

-58-

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EXHIBIT A

LOT 1: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOT 2: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City:

AND EXCEPT that portion of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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LOT 3: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City.

LOT 7: Block 1, ADDITION TO THE TOWN OF SEATTLE, as laid off by the heirs of Sarah A. Bell, deceased (commonly known as Heirs of SARAH A. BELL'S ADDITION TO THE CITY OF SEATTLE), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the portion of said Lots condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOTS 8, 9, 10 and 11: All those portions of Lots 8, 9 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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LOTS 10, 11 and 12

These portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased, (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington, lying Easterly of the East line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City:

EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

TOGETHER WITH those portions of Westlake Avenue and the alley lying within said Block 1 which attached to the above-described Lots 1, 3, 8, 9, 10, 11 and 12 by operation of law upon the vacation thereof.

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Exhibit A
Property Interest

Fee Simple Estates in:

Lot 1, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

Lot 3, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 137376 of said City;

All those portions of Lots 8, 9, 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, Page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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Those portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 1203, in King County, Washington, lying easterly of the east line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City; EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

8702170365 Also subject to all of the terms and conditions of this Agreement, the City agrees to sell and assign to Purchaser and Purchaser agrees to purchase and take from the City all of the City's right, title and interest in and to the hereinafter described Lot 2, Block 1, including but not limited to, the City's right, title and interest in and to that certain Statement of Lease Agreement dated November 15, 1945 by and between P. S. Stinson Corporation, as lessor, and Edison Washington Stores, Inc., as lessee, as assigned to the City by Assignment of Ground Lease dated August 27, 1980 by and between Joseph W. Lund, Ross J. Beatty, John T. Fallon, Alfred C. Linkletter and William G. Myers as Trustees of Bradley Real Estate Trust and the City and that certain Assignment of Leases, Subleases and Tenancies and Assumption Agreement dated August 27, 1980 between the aforesaid Trustees and the City (herein collectively called "Ground Lease"), a copy of which is attached hereto as Exhibit C, which Ground Lease has a term expiring on July 31, 1998 (subject to extension by the lessee thereunder to a term expiring on July 31, 2028) and which conveys to

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the City a leasehold interest in and to that certain real property located in the City of Seattle and more particularly described as follows:

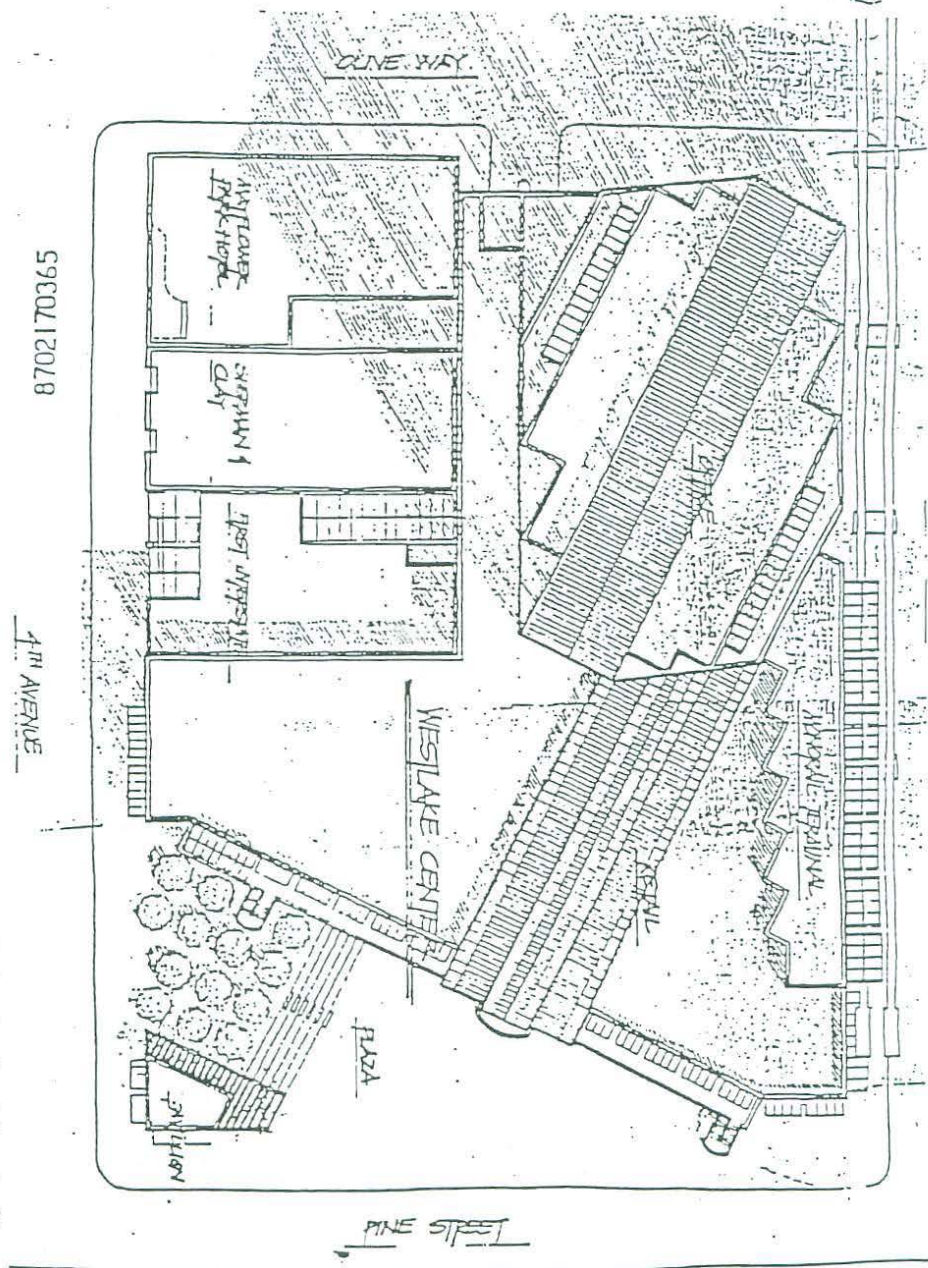
Lot 2, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Ball, deceased (commonly known as Heirs of Sarah A. Ball's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;
EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City; and EXCEPT the portion of said lot condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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Exhibit B
Site Plan



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Exhibit c
Monorail Reimbursement Scope

The following list sets out the rules for allocation of monorail construction costs between Rouse and the City of Seattle, as well as establishing methods for allocating broader project costs to the station construction:

- Group 1: designed and constructed by Rouse within the monorail easement area; fully allocable as specified in Section 7.A.
- a. station platform
 - b. canopy
 - c. 50% of common walls and 100% of station and exterior access walls.
 - d. all platform doors and sliders
 - e. 5th Avenue elevator
 - f. 5th Avenue stairwell
 - g. platform, elevator and stairwell finishes
 - h. platform, elevator and stairwell lighting
 - i. station graphic design and production and installation
 - j. removal of existing monorail footings and piers
 - k. monorail columns and vaults if built by Rouse
 - l. platform furniture, if provided by Rouse
 - m. any other work requested in writing by City and accepted by Rouse.
 - n. sprinkler system
 - o. emergency lighting
 - p. ticket kiosk enclosure
- Group 2: designed and constructed by Rouse, not within the monorail easement area; partially allocable to the Rouse monorail commitment as specified Section 7.A.
- a. steel structural framing; amount allocated to monorail represented by fraction of total structural cost where the numerator is the gross building area of the monorail platform including elevator and stairwell, and the denominator is the gross building area of the entire Westlake Center project.
 - b. foundations; allocated in the same fashion as (a) above.
 - c. central electrical service; amount allocated to monorail will be based on the estimated percentage of total project capacity required by monorail as determined by Rouse's engineers, reviewed and approved by monorail.
 - d. mall escalators; amount allocated to monorail will be the incremental cost, if any, of escalators sized to handle the monorail exiting capacity over the cost of escalators that would otherwise be provided to serve mall customers, to be reviewed and approved by monorail.

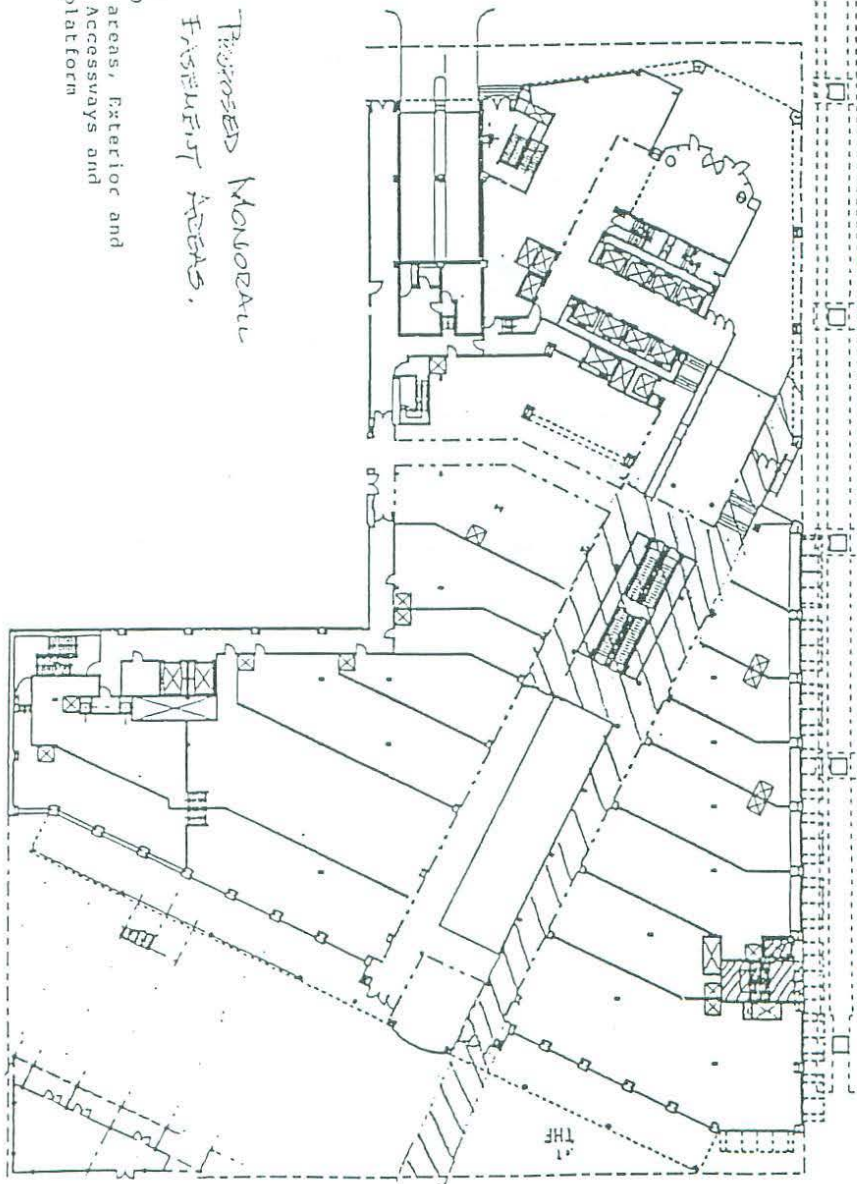
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Monorail Reimbursement Scope
January 8, 1987
Page 2

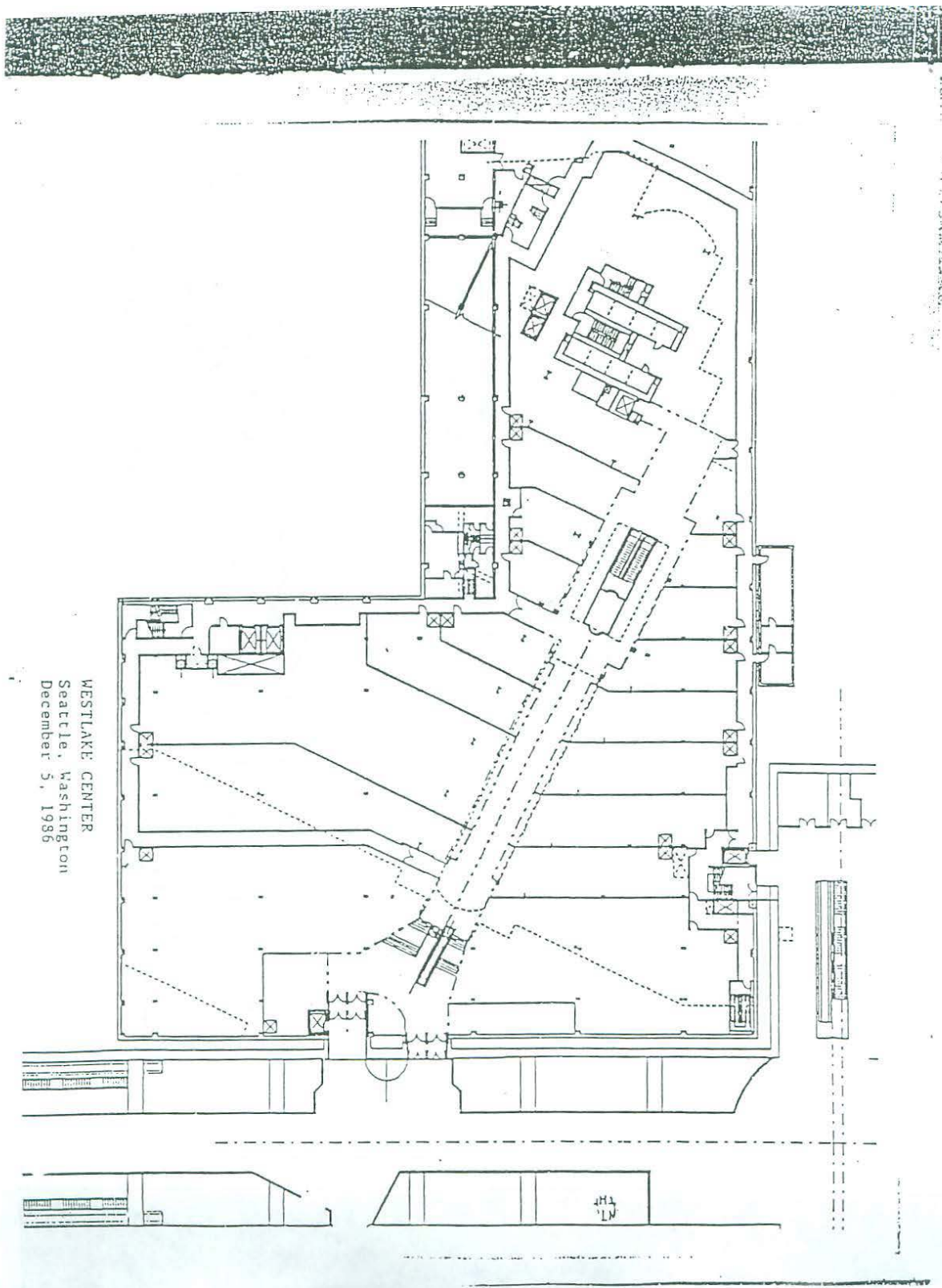
- Group 3: designed and constructed by the City of Seattle. Costs associated with these items will be assigned to Rouse's monorail obligation only to the extent that the City specifically requests, and Rouse agrees, that Rouse should perform the work.
- a. hydraulic or electric moving platforms
 - b. ticket kiosk
 - c. platform, cab or guideway electrical service
 - d. guideway system
 - e. vault equipment
 - f. ticket dispensing equipment (location and placement is subject to approval by Rouse).
 - g. handrails/gates along platform edge
 - h. PA system
- Group 4: designed by the City of Seattle and constructed by Rouse. Design costs will be paid by the City. Construction costs will be fully allocated to the Rouse Monorail commitment.
- a. Power supply vault, equipment vault and all ducts and related appurtenances
 - b. Monorail foundations and columns (Piers 60-63).

Exhibit D
Tasement areas, Exterior and
Interior Accessways and
Station platform

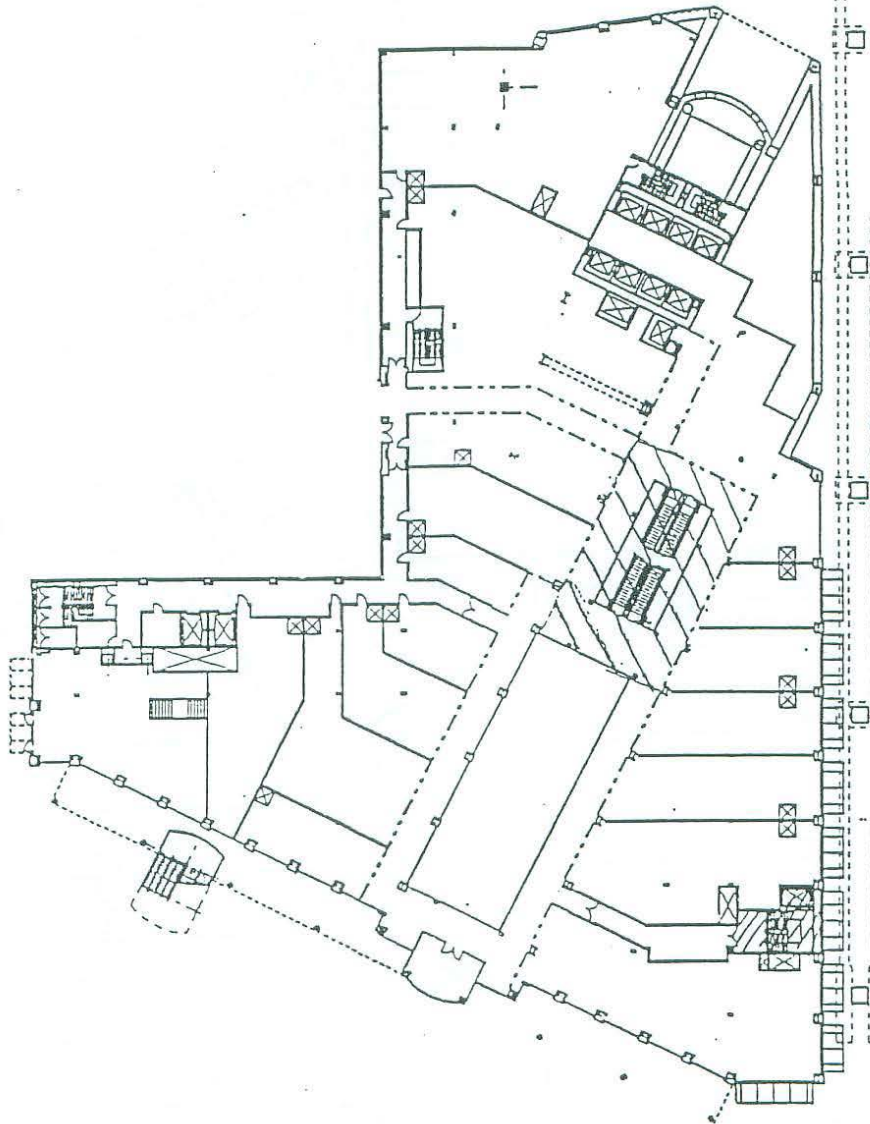
Proposed Monoculture
Fertilizer Needs.



WESTLAKE CENTER
Seattle, Washington
December 5, 1986



WESTLAKE CENTER
Seattle, Washington
December 5, 1986
SECOND LEVEL RETAIL



WESTLAKE CENTER
 Seattle, Washington
 December 5, 1986
Third Level Retail

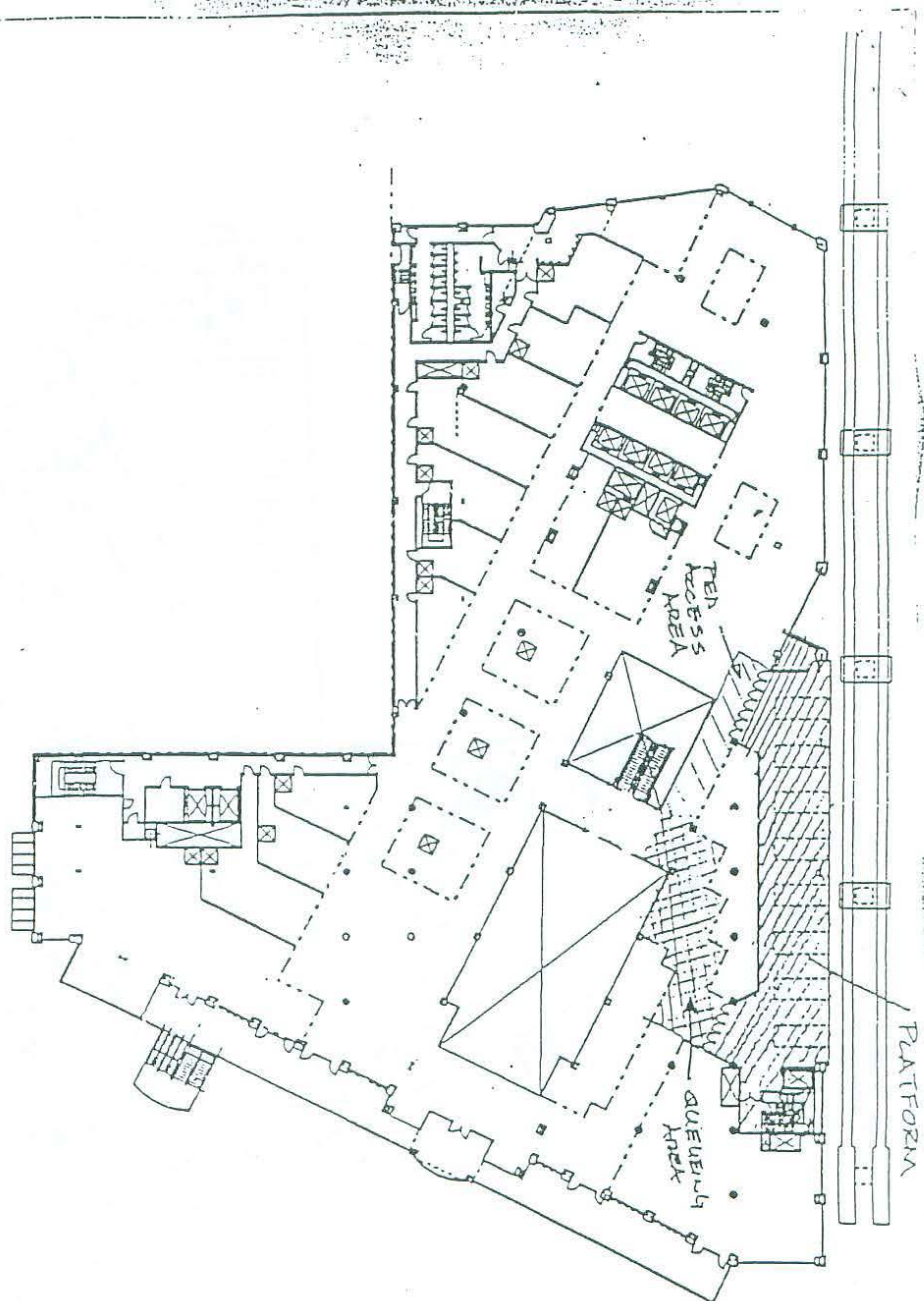


EXHIBIT E

Seattle Center Monorail
Regular Operating Hours

Summer -- Monorail Day through Labor Day

10:00 A.M. - 12:30 A.M. All Week

Winter -- Day after Labor Day to day before Monorail Day

10:00 A.M. - 9:00 P.M. Sunday-Thursday

10:00 A.M. - 12:00 A.M. Friday and Saturday

Special Events, School Breaks and Festivals

10:00 A.M. - 12:30 A.M.

New Years Eve

10:00 A.M. - 2:30 A.M.

EXHIBIT F

CONSUMER PRICE INDEX ADJUSTMENT
AND
PAYMENT TERMS

- 8702170365
- (a) As of each January 1st following the date that the payment first becomes due and payable, the payment shall be increased or decreased in proportion to the percentage change in the CPI that has occurred since January 1st of the year in which any payment first became due and payable. For the purposes of this Agreement, all references to the "CPI" as the basis for adjustments to be made to various amounts to be paid or credited by one party to the other shall mean the Consumer Price Index for All Urban Consumers for the Seattle-Everett Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor; provided, that the CPI published for the calendar year shall be deemed to be the CPI as of January 1st of that year; provided further, that in the event the aforementioned index is discontinued, the parties shall select another, similar index that reflects consumer price changes; and provided, further, that in the event of a change in the index base (1967 - 100), the parties hereto shall utilize such index base during the period it is used by the federal government and shall apply whatever conversion factor is necessary to establish the percentage change in the CPI in or between any year(s) during which the index base is changed.
- (b) After publication of the CPI for the immediately preceding calendar year, the Associates shall notify the City of the amount(s) of any increase(s) or decrease(s) in the City's payment. Any amounts due to the Associates as a result of such notification, should such notification occur after January 1st, shall be paid or credited, as appropriate, within ten (10) days after the date of said notification. Until the date of such notice, the City shall pay the same payment as was due and payable for the immediately preceding December.
- (c) Payment shall be due and payable on the tenth (10th) day of each month.
- (d) A payment shall be delinquent if not paid within ten (10) days after the date due; delinquent sums shall bear interest at a rate of twelve percent (12%) per annum from the date of delinquency to the date paid.

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EXHIBIT G

INTERIOR ACCESSWAY MAINTENANCE STANDARDS

Daytime Maintenance

Trash pick-up and gum removal
Trash removal
Graffiti removal
Spill mop-up
Monitoring of escalators and elevators

Pre-opening Maintenance

Floor washed every day
Floors waxed when required
Cleaning of all glass surfaces
Cleaning of all other decorative materials
Replacement of lamps and ballasts
Cleaning of elevators and escalators
High dusting as required

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EXHIBIT B

The Seattle Center Schedule and Standards
for Routine Maintenance, Cleaning

Daily Cleaning

Sweep and mop floor on platform, stairs and elevator
Vacuum elevator if it is carpeted
Clean all glass surfaces
Dust surfaces and decorative materials
Pick up trash and replace trash liners
Remove gum and other material from surfaces
Remove debris from all areas
Remove graffiti

Weekly or As-Needed Cleaning

Strip and wax floors
Thoroughly clean surfaces and decorative materials
~~Clean elevator floor carpet~~ if carpeted
Wash elevator walls
Clean furniture
Clean trash containers

Routine Maintenance — As Needed

Relamp fixtures
Remove graffiti
Replace/restore vandalized items
Replace anti-slick surfaces on stairway
Repair signage
Repair equipment

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EXHIBIT I

ASSOCIATE SERVICES

The following services and access will be provided to the City by Associates on an on-going basis, for which payment is made pursuant to Section 13.

A. Platform Cleaning:

- Associates will:
- mop and clean spills
 - spot clean glass and surfaces.
 - empty trash cans, replace trash bags and pick up floor trash.
- Frequency:
- during mall operating hours or at least from 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday.
 - as required over the course of the day.
 - in response to specific calls from Monorail personnel.
 - estimated to be for 15 minutes each 2 hours throughout the day.
- Service Does Not Include:
- surface (floor, wall and glass) cleaning from routine daily traffic.
 - replacement of light bulbs.
 - cleaning of kiosk interior.
 - extraordinary ticket stub pick up from Monorail patron abuse of ticket procedures.

- B. Periodic painting of platform and exterior accessway wall surfaces, on a schedule equivalent to the repainting program for the public space within the mall, excluding repainting made necessary because of vandalism.
- C. Routine repairs and maintenance by service contract of the passenger elevator in the exterior accessway, including a preventive maintenance program, at least equivalent to the elevator maintenance standards prevailing for the rest of the Westlake Center.
- D. Comprehensive general liability insurance for the platform and exterior accessway, with the City as an additional insured.
- E. Interior access through the public areas of Westlake Center during mall operating hours (or at least 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday) including access to the restrooms and retail passenger elevator. The interior accessway shall be clean and safe, lit and environmentally controlled, with operable escalators and elevators, subject to the provisions of Section 7 (Alterations) of this agreement.
- F. Periodic cleaning of platform canopy and skylight.

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ADDENDUM NO. 1
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Exhibit C
Design Standards &
Scope of Work

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 1

Background

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The City of Seattle entered into an agreement (No. T84-8) with Raymond Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985 (a copy of which is included in Appendix B). The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 1 is the first such update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 7 and addresses comments and questions received as of December 4, 1985. Subsequent addenda are expected to be prepared at the end of the Schematic Design Phase, the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of a specific comment or question received from the reviewing parties. These Items are used to document "changes" to the original Design Criteria Report, to make

ADDENDUM NO. 1, PAGE 1

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"remarks" supplying supplemental information to further explain a particular part of the criteria or a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Most of the comments received pertain to specific sections or criteria from the original Design Criteria Report and have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. One, the comment/issue is resolved and the solution is agreed to by all (KE, SED, DCD, and TRC). Two, the comment/issue cannot be resolved at this time with the presently available information, thus it is an open item to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is organized into three groups of Items corresponding to their category of status. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments and resolutions/responses are referenced, by numbers, to the references listed in the table of references in Appendix A. Many of the changes suggested in the TRC Revised Copy of the Westlake Station Design Criteria Report (Ref. No. C7) are considered to be merely editorial in nature and do not alter the criteria. Comments such as those are not included in this addendum.

ADDENDUM NO. 1, PAGE 2

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Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates if suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Reference Comment: *Reference number identifying the source document(s) which generated the need for criteria change or clarification.*

Reference Resolution/Response: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification of original criteria or explanation of proposed criteria change.*

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ADDENDUM NO. 1, PAGE 3

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
SED has been attending all meetings between KE and
The Rouse Company and will continue to do so.

Item Number: 1.2

Page: 1
Section: 1.1 Background
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

ADDENDUM NO. 1, PAGE 5

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
SED has been attending all meetings between KE and
The Rouse Company and will continue to do so.

Item Number: 1.2

Page: 1
Section: 1.1 Background
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

ADDENDUM NO. 1, PAGE 5

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WESTLAKES DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.4

Page: 2
Section: 1.2 Objective
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R2

Change: As part of the Contract of Sale with The Rouse Company, the City of Seattle is obligated to develop a mutually acceptable scope of work and performance standards (design criteria) for the relocated monorail station. This scope of work includes the design of new piers, columns, track, station platform, et al. This document, after acceptance by the City of Seattle and The Rouse Company, shall serve as the basis for development of an easement agreement pursuant to Section 7c of the Contract of Sale.

Remark: None.

Item Number: 1.5

Page: 2
Section: 1.2 Objective
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The very nature of a design criteria report inevitably results in some constraining of design. Most of the specific criteria are flexible and negotiable.

Item Number: 1.6 ss

Page: 3
Section: 1.3.1 Existing System
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

ADDENDUM NO. 1, PAGE 6

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Requested documentation on the history of the monorail covering issues of patronage history, capacity requirements, original platform and revisions, etc., will not be provided as part of the Criteria. This information has been provided separately.

Item Number: 1.7

Page: 4
Section: 2.1.1 Passenger Demand
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: "Incontrovertible" is defined as indisputable or unquestionable.

Item Number: 1.8

Pages: 9 & 11
Section: 2.1.4 Platform Arrangement
Paragraph: Plan Sketches

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 24-foot overrun was revised by an errata dated 10-18-85 (ref. Appendix B, this addendum). The correct overrun is 20 feet. The overrun is needed as a safe stopping buffer for the monorail trains between the planned train stopping point and the end of line train bumper assembly.

Item Number: 1.9 **

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 1

Reference Comment: C4
Reference Resolution/Response: N/A

Change: None required.

ADDENDUM NO. 1, PAGE 7

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Minimum net platform area and minimum platform length and width are the required minimum clearances for each individual dimension established by their own specific constraints. They do not necessarily relate to each other. For instance the minimum platform length is controlled by the train length while the minimum platform area is constrained by capacity requirements.

Item Number: 1.10

Pages: 13 & 14

Section: 2.1.5 Clearance Requirements & Typical Section

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The column near the platform edge in the sketch (page 14) may be integrated into the platform edge railings; however it (or anything else) must be arranged to provide at least 7 feet 4 inches of clear passageway along the platform edge to permit free movement of passengers.

Remark: None.

Item Number: 1.11

Page: 14

Section: Sketch of Typical Section

Paragraph: N/A

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The pier setback from the curb edge will be 18 inches, not 3 feet as indicated in the sketch.

Remark: None.

Item Number: 1.12 **

Page: 14

Section: Sketch of Typical Section

Paragraph: N/A

Reference Comment: C7

Reference Resolution/Response: N/A

ADDENDUM NO. 1, PAGE 8

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: Monorail Station - Westlake, Typical Section

Remark: Reidentify the sketch as above.

Item Number: 1.13

Page: 14 & 34

Section: Typical Section Sketch & 2.3.4 Guideway Support
Structure Concept Options (Support Bents)

Paragraph: 4

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The latest pier/column sizing is approximately 4.5
feet by 4.5 feet.

Remark: These reduced dimensions for the columns eliminate
the need to consider alternative pier designs or
arrangements.

Item Number: 1.14

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The architectural quality of the monorail station
will be equal to the mall project. Rouse should
take the lead in establishing the architectural
character of the platform.

Remark: None.

Item Number: 1.15

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 2

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The underside of the train will be as at present.
There will be no safety ledge.

Remark: None.

ADDENDUM NO. 1, PAGE 9

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.15

Page: 15

Section: 2.2.1 Pertinent Code Requirements and Analysis

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Although the new edition of the Uniform Building Code (UBC) has been completed, it has not yet been accepted by the Seattle City Council. Therefore, the 1982 UBC will apply until Council approval of the new edition at which time The Rouse Company will be informed of the change.

Item Number: 1.17 **

Page: 16

Section: 2.2.1 Pertinent Code Requirements and Analysis

Paragraph: 1, IV. Exit Requirements

Reference Comment: C5

Reference Resolution/Response: N/A

Change: None required.

Remark: There are no specific UMTA standard accessibility requirements for the elderly and the handicapped. The Seattle Building Code will be the governing Code on accessibility.

Item Number: 1.18

Page: 16

Section: 2.2.2 Circulation (Horizontal)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1

Change: The design should also permit the emptying of the cars and clearing of the boarding areas as safely and attractively as possible.

Remark: None.

ADDENDUM NO. 1, PAGE 10

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WESTLAXE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.19

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R2

Change: The vertical circulation between the Monorail Station, Westlake Mall and METRO Tunnel Station will be multi-modal. Design of the vertical circulation must consider this aspect as being of prime importance.

Remark: None.

Item Number: 1.20

Page: 18

Section: 2.2.2 Circulation (Vertical)

Paragraph: 4

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Minimum stair width of 5 feet 6 inches results from application of NFPA 101 Code. RTKL will check this.

Item Number: 1.21

Page: 19

Section: 2.2.3 Entrances and Exits

Paragraph: 2

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The location of exit stairs must satisfy the requirements of all referenced codes. The most stringent of which shall be used as criteria for design. The Seattle Code is only one of several which may apply in this case. DCLD has expressed the opinion that the exit stairs can be no closer than one half the platform's diagonal dimension as stated in the original criteria.

ADDENDUM NO. 1, PAGE 11

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.22 **

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 4

Reference Comment: C7
Reference Resolution/Response: N/A

Change: Emergency exits must be accessible whenever the Monorail is operating whether the Mall is open or closed.

Remark: None.

Item Number: 1.23

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Rouse Company will generate roof covering alternatives which are compatible with their retail mall project.

Remark: The Design Criteria Report was reflecting the then current Rouse roof design.

Item Number: 1.24 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1 (4th sentence)

Reference Comment: C7
Reference Resolution/Response: N/A

Change: ... station will be temporarily changing ...

Remark: The word "temporarily" shall be added to the text as shown.

Item Number: 1.25 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 3

Reference Comment: C7

ADDENDUM NO. 1, PAGE 12

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Resolution/Response: N/A

Change: Translucent or transparent roof materials will require access or other provisions for cleaning and maintenance.

Remark: None.

Item Number: 1.26 **

Page: 23

Section: 2.2.9 Seating and Other Station Furniture

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R2

Change: Seating in the platform/station area (if any) will be movable, limited and will not compete with Mall seating. A minimum of 60 lineal feet of fixed seating shall

Remark: ~~Delete the underlined material from the Report.~~

Item Number: 1.27

Page: 25

Section: 2.2.11 Electrical and Automatic Train Protection Vaults

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: Access to the vaults will be from the lower retail level as shown in the sketch on page 14. Access will be for personnel and equipment transportable by hand truck.

Remark: None.

Item Number: 1.28

Page: 28

Section: 2.2.13.1 Platform

Paragraph: 1

Reference Comment: C1

Reference Resolution/Response: R1

ADDENDUM NO. 1, PAGE 13

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: The passenger boarding ramp mechanisms will be accessed through removable panels in the station platform. It may be necessary to bring equipment through the project during working hours. Lifting of heavy ramp parts will be by small mobile crane.

Remark: None.

Item Number: 1.29 **

Page: 28
Section: 2.2.13.2 Stair Elevator Well
Paragraph: 1

Reference Comment: C5
Reference Resolution/Response: N/A

Change: Open staircases will not comply with the building codes. Doors which penetrate between the stairways and other building spaces require a one and one half hour fire resistance.

Remark: The staircases are essentially exits from a third floor which necessitates a minimum two-hour fire wall separation between the stairs and other building spaces.

Item Number: 1.30 **

Page: 29
Section: 2.2.13.4 Partition Wall Separating Platform from Mall.
Paragraph: 1

Reference Comment: C3 & C5
Reference Resolution/Response: N/A

Change: None required.

Remark: The Seattle Fire Department had in their review recommended that the tenant wall between the station platform and the Mall be fire-rated for two hours and windowless. DCLU has since waived the requirement on the condition that the platform and mall building are sprinklered.

Item Number: 1.31

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 1

ADDENDUM NO. 1, PAGE 14

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Comment: C1
Reference Resolution/Response: R1

Change: ~~The ramps will not be extended or retracted while the train is waiting in the station.~~

Remark: Positioning the ramps when the train is out of the station provides more time for these operations. This allows them to take place at lower speeds with greater reliability. The potential for reliability problems has been considered, and, although risks do exist with this alternative, they have been weighed against the risks that would have resulted from a track switch. The ramp system was considered favorable. Failure management schemes are possible to mitigate the potential problems and failures.

Item Number: 1.32

Page: 47
Section: 2.6.2.3 Materials - Electrical Equipment
(Uninterruptible Power Supply)
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: The uninterruptible power supply will include batteries. The space required to house them is less than 8 square feet.

Remark: None.

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: i
Section: Contents
Paragraph: N/A

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Pier design alternatives have been eliminated. The requested Urban Design Criteria are expected to be resolved later in sync with the design of both projects and will be addressed in other documents.

Item Number: 2.2

Page: 7
Section: 2.1.3 Platform Location (Longitudinally)
Paragraph: 2

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: The ramp envelop specified in the design criteria is considered to be adequate. RTKL should investigate the impact of these ramps on the mall building design.

Item Number: 2.3

Pages: 16 & 17
Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: A separate write-up prepared by MBNJ has been provided to House containing documentation and graphics on passenger exiting and entering flow scenarios at the station.

ADDENDUM NO. 1, PAGE 16

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.4

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 30 feet as used in the report is a worse case scenario. Locations of ticketing machines are not firm and will be established as the design progresses.

Item Number: 2.5 **

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C4

Reference Resolution/Response: N/A

Change: None required.

Remark: The required number and location of fare collection machines will depend on the chosen method of fare collection and the final platform configuration, both yet to be determined.

Item Number: 2.6

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C1

Reference Resolution/Response: R1

Change: None required.

Remark: C. Blackmer's proposal for fare collection only at the Seattle Center Station will be considered together with other fare collection methods later during the design of the fare collection system.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 21
Section: 2.2.5 Kiosk
Paragraph: Entire section

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The kiosk will be clarified later in the design process.

Item Number: 2.8

Pages: 37 & 38
Section: 2.4.2 Project-Specific Baselines
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: RTXL will need to decide whether proposed baselines are acceptable to the Mall project.

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 5
Section: 2.1.2 Platform Area
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The major limitation of a 2800 square foot platform is the lack of queuing space at peak times. The situation of dedicated versus non-dedicated platform area is to be considered by a Rouse reconfiguration investigation for decision at a later date.

Item Number: 3.2

Page: 6
Section: 2.1.2 Platform Area (NEW CRITERIA)
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1, R2 & R3

Change: A concept of "shared usage" has been proposed which will combine dedicated station platform area with non-dedicated Mall atrium queuing space to accommodate the peak capacity demands. Total available area for Monorail Station use will be 4500 square feet with a minimum of 2800 square feet dedicated to station platform. The remaining area (4500 - 2800 = 1700 square feet) will be provided by readily clearable space in the Mall atrium.

Remark: A Monorail usage "trigger-value" should be specified in the Monorail Easement Agreement between Rouse and The City. If Monorail usage exceeds this value then a greater percentage of Mall area would be dedicated for Monorail station platform use. Likewise, if this "trigger-value" is consistently not met over several years then, at Rouse's discretion, some of the Mall space reserved for Monorail queuing could be converted to traditional retail space.

ADDENDUM NO. 1, PAGE 19

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 3.3

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The shallower than maximum allowed slope of the stairs reflects the use of this stairway as the primary monorail entrance during times when the Mall is closed. The shallower stairs would be easier to climb. If the Mall is open at all times of Monorail operation then these stairs could be as steep as code permits.

Item Number: 3.4

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The Rouse Company will investigate reconfiguring the platform to include an effective entrance/exit of 32 feet between the Monorail platform and the Mall. This reconfiguration must be approved by the City. The non-dedicated platform area will be activated in nonpeak times with kiosks and other festival retailing. The phrase "movable wall-front glazed panels furnished with doors" refers to the segmented, sliding glass doors/walls that are frequently used by retailers in shopping malls. A better name for these units may be "sliding wall front doors". The use of sliding wall front doors would enable the entrance to the Monorail to be opened to its full extent during periods of heavy usage or closed down partially or completely during periods of low usage.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 3.5

Page: 29

Section: 2.2.13.3 Entrance Doors From Mall

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Panic bars operable from the station side will be discussed and resolved later in the design process. Emergency entrance into the Mall must be available at all times during Monorail operation. House should address their security needs in light of this requirement. If exit into the Mall is not available, then a second exit to the street will be needed. Also refer to Item Number 1, 22.

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APPENDIX A
REFERENCES

ADDENDUM NO. 1, PAGE 22

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REFERENCES

Comments:

- C1. TRC Intra-Office Memo from J. Diefenbach to C. Blackmer, dated 11-4-85.
- C2. TRC Intra-Office Memo from C. Blackmer to P. Page, dated 11-5-85.
- C3. Seattle Fire Department Memo from B. L. Hansen, Fire Marshal to Ted Rees, SED, dated 10-28-85.
- C4. Seattle Center Memo from Anne Nelson to Ted Rees, SED, dated 11-12-85.
- C5. Office of Planning memo from Don Carr to Ted Rees, SED, dated 11-15-85.
- C6. Department of Construction and Land Use Memo from Tom Kinsman to Ted Rees, SED, dated 11-18-85.
- C7. TRC Revised (Marked-Up) Copy of the Westlake Station Design Criteria Report, dated 12-4-85.

Responses:

- R1. KE Meeting Notes from November 14, 1985 Meeting with SED, DCD and TRC, dated 11-20-85.
- R2. DCD Meeting Notes from November 14, 1985 Meeting with KE, SED and TRC, dated 12-4-85.
- R3. DCD Letter from David Moseley to Perry Page, TRC, dated 2-28-86.

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APPENDIX B
ERRATA TO
DESIGN CRITERIA REPORT

ADDENDUM NO. 1, PAGE 24

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Raymond Kaiser Engineers

Raymond Kaiser Engineers Inc.
& Raymond International Company
7100 15th Avenue
Seattle, Washington 98104
(206) 424-4000

RKS - 103

October 18, 1985

Mr. Ted Rees, P.E.
Project Manager
Seattle Engineering Department
Room 910, Seattle Municipal Building
600 Fourth Avenue
Seattle, WA 98104

Subject: Revised Sketches to The Westlake Station Design
Criteria Report
Monorail Rehabilitation/Upgrading Project

Ref.: RKS-99, dated 10-14-85

Dear Mr. Rees:

Attached are revised copies of three of the sketches that are part of the Westlake Design Criteria Report. These sketches are pages 9, 11 and 42.

Pages 9 and 11 are revised to reflect an overrun allowance, between the train and the bumper, of 20 feet. The sketches had a distance of 24 feet. The 20 foot dimension is consistent with station and column locations used in the report and with the present overrun allowance being used.

Page 42 is revised to reflect the distance from the end of station platform to the train and first ramp and be consistent with the rest of the report.

We expect that the correction of pages 9 and 11 will be of minimum interest/effect to the Rouse Company. The ramp location from the platform's northern end will be important to the Rouse Company in the design of the platform support structure and slab.

We regret having to correct these sketches, however we believe that we are all best served by making these corrections as soon as possible.

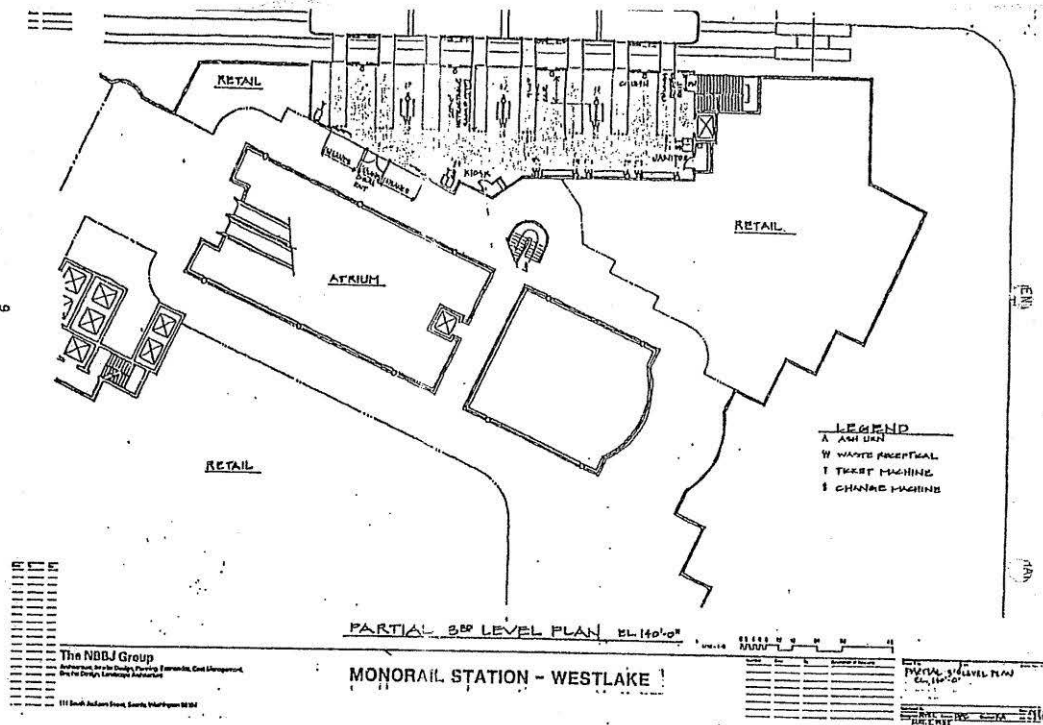
Very truly yours,

R. M. Link
R. M. Link, P.E.
Project Manager
Monorail Rehabilitation/Upgrading Project

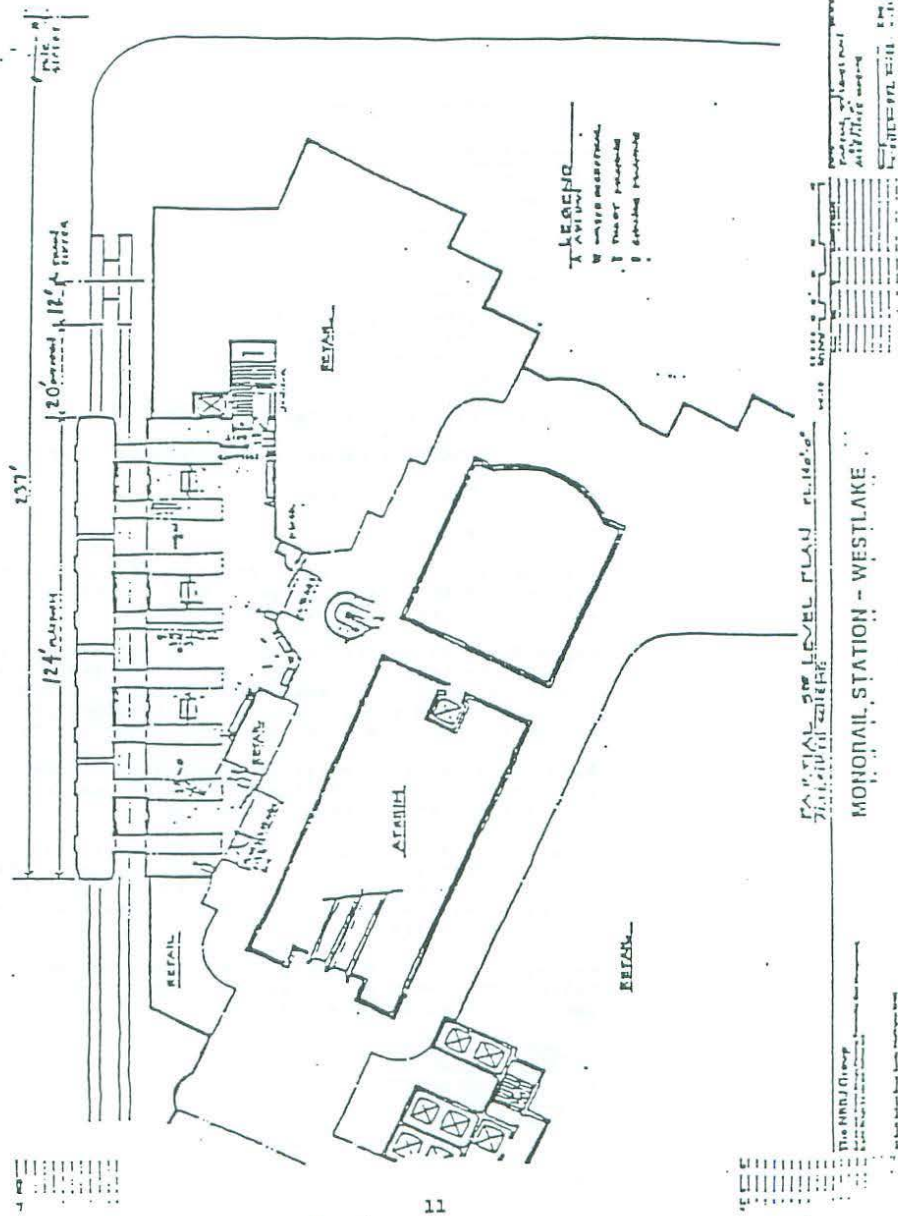
Attachments

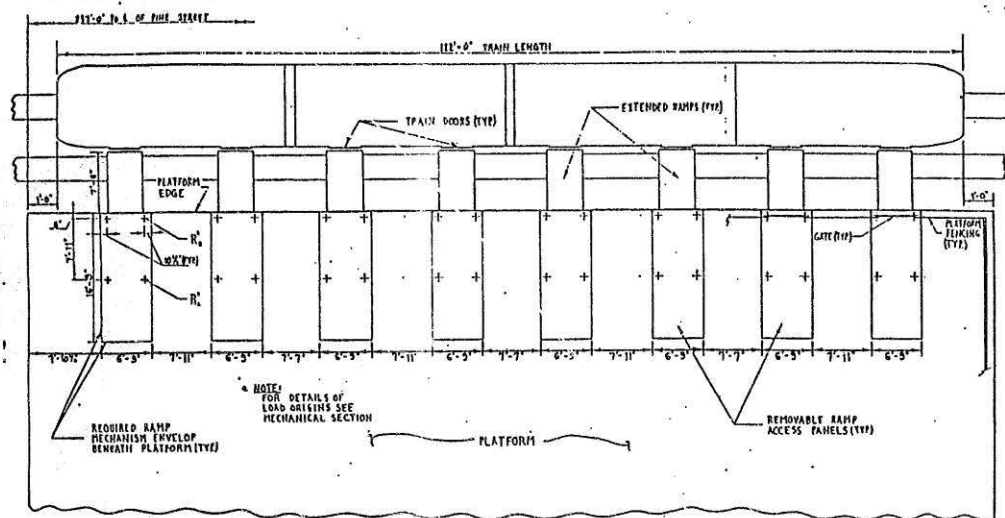
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(REV. 10-7-95) 25C
 5-5-91

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ADDENDUM NO. 2
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

FEB 17 1987

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 2

Background

The City of Seattle entered into an agreement (No. T84-8) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 2 is the second update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 8 and addresses design questions and issues raised since Addendum No. 1 and through the Schematic Design Phase, Revision No. 1 review. Subsequent addenda are expected to be prepared at the end of the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Schematic Design, Revision No. 1. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Schematic Design which were previously addressed in the original

ADDENDUM NO. 2, PAGE 1

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Design Criteria Report and these comments have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the schematic design phase and the solution is agreed to by all (KE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the schematic design. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is divided into three groups corresponding to their category. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments are usually referenced to the Rouse drawing number from which the comment arises. Resolutions and/or responses are referenced by numbers to the references listed in the table in Appendix A.

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ADDENDUM NO. 2, PAGE 2

Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (ss indicates KE suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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ADDENDUM NO. 2, PAGE 3

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 7

Section: 2.1.3 Platform Location (Longitudinally)

Paragraph: 6

Drawing Reference: Sheets 4, 6 & 16

Resolution/Response Reference: R1 & R3

Change: None required.

Remark: The southernmost pier centerline, i.e. the end column, has been established as being 81'-0" north of the centerline intersection of Pine Street and 5th Avenue. (See Page 39 of Criteria, Preliminary Westlake Station Alignment.) South edge of the station platform is to be 113 feet north of the centerline intersection of Pine Street and 5th Avenue.

Item Number: 1.2

Page: 8

Section: 2.1.3 Platform Location (Vertically)

Paragraph: 1

Drawing Reference: Sheets 4, 6 & 16

Resolution/Response Reference: R1 & R3

Change: The platform finished elevation is determined by the elevation of the third retail level of the Mall Building, i.e. 141.5'.

Remark: Monorail vertical alignment will be revised to accommodate this elevation change. Top of the rail will be 139.25'.

Item Number: 1.3

Page: 13

Section: 2.1.5 Clearance Requirements

Paragraph: 2

Drawing Reference: Sheet 16

Resolution/Response Reference: R3

ADDENDUM NO. 2, PAGE 4

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: None required.
Remark: Platform edge to west guidebeam centerline
(horizontal) must be 5'-7". Sheet 16 scales 6'-0".

Item Number: 1.4

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 2

Drawing Reference: Sheet 16
Resolution/Response Reference: R3

Change: None required.

Remark: Top of platform (El. = 141.5) to top of guidebeam
(vertically) must be 2'-3". Sheet 16 scales 2'-0".

Item Number: 1.5

Pages: 14 (Criteria) / 8 (Addendum No. 1)
Section: Sketch of Typical Section / Item Number 1.11
Paragraph: N/A

Drawing Reference: Sheet 17
Resolution/Response Reference: R3

Change: None required.

Remark: Column set backs from the curb should be 18 inches
rather than the approximate 9 inches shown.

Item Number: 1.6

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R5

Change: See Appendix B for updated dimensions and
clearances.

Remark: Appendix B contains a marked up copy of the
original Design Criteria sketch.

ADDENDUM NO. 2, PAGE 5

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WESTLAKE DESIGN CRITERIA - Resolution/Changes/Comments

Item Number: 1.7

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R2

Change: Suggested high-quality materials are stone or terra cotta rather than ceramic tile, concrete or GFRG.

Remark: A sense of real quality for the project should be maintained through the public access between 5th Avenue and the Monorail.

Item Number: 1.8 xx

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: Sheets 3, 4, 5, 6 & 17
Resolution/Response Reference: R3

Change: A security gate should be provided at the base of the stairs leading up to the Monorail platform to prevent unauthorized access after train operating hours.

Remark: None.

Item Number: 1.9 xx

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Intermediate stair landings are needed at 5 foot intervals to accommodate current 9 foot runs & floor to floor height of 15 feet.

Item Number: 1.10

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: Sheets 1, 7, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Coverage for rain protection should be carried out at least to one (1) foot over the train door entrances for the East Train.

Item Number: 1.11 xx

Page: 25

Section: 2.2.11 Electrical and Automatic Train Protection Vaults

Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R1

Change: Two (2) egress connections are required from the lower concourse level retail to the Monorail underground electrical vault.

Remark: None.

Item Number: 1.12 xx

Page: 29

Section: 2.2.13.3 Entrance [and Exit] Doors from Mall

Paragraph: 2

Drawing Reference:
Resolution/Response Reference: R3

Change: Entrance and exit doors should swing 180 degrees so as not to obstruct the pedestrian flows, especially at the two (2) entries to the north.

Remark: The present 90 degree swing appears particularly impeding.

Item Number: 1.13

Page: 30

Section: 2.2.13.5 Roof Support Structure

Paragraph: 1

Drawing Reference: Sheets 3, 4, 5, 6, 10 & 17 (5th Ave. Elev.)

Resolution/Response Reference: R3

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WESTLAKE DESIGN CRITERIA - Resolved Changes Comments

Change: Column locations must be coordinated with the ramp mechanism envelopes within the platform to avoid any conflict between the two.

Remark: 3rd & 4th columns from the south currently conflict with the Monorail ramps.

Item Number: 1.14

Page: 34

Section: 2.3.4 Guideway Support Structure - Support Bents
(NEW CRITERIA)

Paragraph: 4

Drawing Reference: None.

Resolution/Response Reference: R1

Change: Column dimensions will be typically 4'-0" square for maximum bent spacing (87 feet) and maximum column height (30 feet). Any additional decorative cladding application to the piers should be considered a thickness increase to the nominal 4 foot column width.

Remark: Delete existing paragraph 4 and replace with above changes.

Item Number: 1.15

Page: 64

Section: 2.7.5 General Lighting Criteria

Paragraph: 3

Drawing Reference:

Resolution/Response Reference: R2

Change: Natural lighting shall be provided whenever possible.

Remark: None.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20
Section: 2.2.4 Fare Collection
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R4

Change: Machines shall be located adjacent to platform entrance doors and out of anticipated pedestrian flow lanes. At least one will need to be available for use when the Mall is closed.

Remark: KE, Seattle Center and TRC need to coordinate efforts and needs in this area as criteria for these machines becomes available.

Item Number: 2.2

Page: 21
Section: 2.2.5 Kiosk
Paragraph: 3

Drawing Reference:
Resolution/Response Reference: R3 & R4

Change: Floor space for the kiosk on the station platform shall be in addition to the 2800 square feet of dedicated platform queing area.

Remark: Provision for the station kiosk should be included at this point in the design and it shall be clearly shown that platform area does not include kiosk.

Item Number: 2.3

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Drainage for the cantilevered roofing out over the

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WESTLAKE DESIGN CRITERIA - Open Items

trains should be carried back to within the building property line.

Item Number: 2.4

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Prevention of pigeon habitation must be considered.

Item Number: 2.5

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Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Design should address method of ventilation, mechanical or natural, at the top of the roof cavity to eliminate smoke accumulation.

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 1
Section: 1.1 Background (NEW CRITERIA)
Paragraph: 4

Drawing Reference: None.
Resolution/Response Reference: R1

Change: It has also been proposed that the Mall Developer Construction Contractor build the Monorail piers, footings (5 locations) and the underground electrical vault.

Remark: None.

Item Number: 3.2

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 2

Drawing Reference: Sheet 17
Resolution/Response Reference: R4

Change: The Fifth Avenue entrance needs a more visible presence to constitute a public access and egress from the street. The Monorail is to be a public amenity and should be treated as one. The portal should be very visible, bright attractive and inviting.

Remark: The currently designed firestair and elevator door do not satisfy the above criteria.

Item Number: 3.3

Page: 17
Section: 2.2.2 Circulation (Vertical) (NEW CRITERIA)
Paragraph: 2

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Change: The Fifth Avenue level elevator landing should be set back within the building property line to act as a transitional space for elevator passengers off the limited sidewalk area.

Remark: The proposed set-back would also alleviate the need for front and rear opening elevator doors.

Item Number: 3.4

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: Stair width of 5'-6" is minimum for Monorail direct entrances only. Use of stairwell for emergency exiting from second level retail should be considered as additional.

Item Number: 3.5

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: Graded slope is 0.8 (rise/run). Kaiser recommends 1.5 slope. Maximum UBC/SEC is 0.75.

Item Number: 3.6

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 5

Drawing Reference: Sheets 3, 4, 5, 6 & 17
Resolution/Response Reference: R3 & R4

Change: None required.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Remark: Current design shows 10 feet of doorway space (about 28 feet clear). Criteria calls for 32 feet of clear space. The clear travelway is needed for passenger flows.

Item Number: 3.7

Page: 22
Section: 2.2.7 Janitor's Closet
Paragraph: 1

Drawing Reference: Sheets 3 & 6
Resolution/Response Reference: R3 & R4

Change: Floor space for a janitor's closet shall not be included within the 2800 square feet of dedicated platform queuing area.

Remark: Provision for a janitor's closet should be included at this point in the design and it shall be clearly shown that its floor area is additional to the 2800 square feet of station platform area.

Item Number: 3.8

Page: 19 (Addendum No. 1)
Section: Item Number 3.2
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R4

Change: Permanent specialty kiosks should not be located within the non-dedicated Mall atrium queuing space. They will impede pedestrian traffic flows.

Remark: Peak crowds will require the entire queuing area. Movement around these kiosks would be particularly difficult for wheelchairs and people on crutches.

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APPENDIX A
REFERENCES

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RESPONSE REFERENCES

- R1. RTKL Meeting Notes from 3 April 1986 Meeting with
KE, Tudor Eng. Co., DCD and SED, dated 4-10-86.
- R2. DCD Memo from Rebecca Barnes to David Moseley
(DCD), Review Comments from 19 May 1986 Meeting,
dated 5-27-86.
- R3. KE Drawing Review Comments, RKS-173, dated 6-2-86.
- R4. DCD Letter from David Moseley to Perry Page (TRC),
dated 5-30-86.
- R5. Tudor Revised Sketch of Typical Cross-Section thru
Station, revised 10-1-86.

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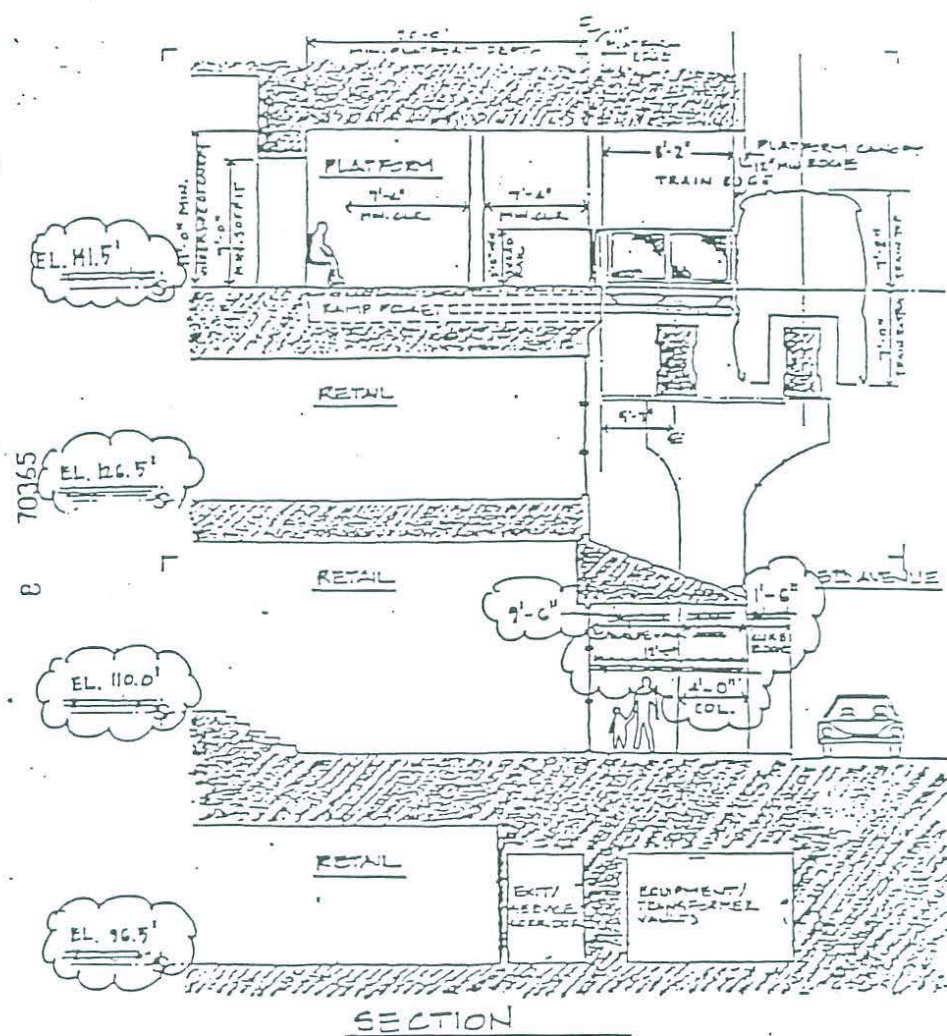
APPENDIX B

SKETCH OF TYPICAL SECTION
REVISION NUMBER 1

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The NBBJ Group MONORAIL STATION
WESTLAKE
971 South Avenue, Suite 1000
San Jose, California 95128
(415) 353-3436

17

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ADDENDUM NO. 3
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 3

Background

The City of Seattle entered into an agreement (No. TB4-B) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 3 is the third update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 8 and addresses design questions and issues raised since Addendum No. 2 and through the Design Development Phase review ending 18 December 1986. A final addendum is expected to be prepared when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Design Development submittal. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Design Development which were previously addressed in the original Design Criteria Report and these comments have generated

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individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the design development phase and the solution is agreed to by all (IE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the design development. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by IE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is divided into three groups corresponding to their category. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments are usually referenced to the Rouse drawing number from which the comment arises. Resolutions and/or responses are referenced, by numbers to the references listed in the table of references in Appendix A.

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Dummy Layout

Below is a dummy layout for addendum Items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates KI suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 17

Section: 2.2.2 Circulation (Horizontal)

Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: None required.

Remark: The additional fixed retail area added in the middle of the platform lengthens the path from the primary vertical circulation (Mall escalators) to the Monorail platform entrances.

Item Number: 1.2 ss

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 2

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: Station-dedicated vertical circulation off Fifth Avenue should be made as distinguishable as possible from the rest of the building elevation.

Remark: Elimination of the last section of platform sheltering canopy detracts from the stairs expression of vertical circulation.

Item Number: 1.3 ss

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 2

Drawing Reference: 30.09

Resolution/Response Reference: R2

Change: The elevator need not stop on the second floor level.

Remark: None.

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WESTLAKE DESIGN CRITERIA - Resolved Comments

Item Number: 1.4

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: The elevator capacity should be indicated, 3000 pounds is recommended.

Item Number: 1.5

Page: 21
Section: 2.2.6 Kiosk (NEW CRITERIA)
Paragraph: N/A

Drawing Reference: None.
Resolution/Response Reference: R3

Change: See Appendix B for IE letter to John Diefenbach transmitting expanded kiosk design criteria.

Remark: Kiosk criteria stated in the letter should expand upon or supersede that previously published in the original Design Criteria Report.

Item Number: 1.6

Page: 21
Section: 2.2.6 Kiosk (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R4

Change: The kiosk design should consider its intended use as a place to locate required equipment and to provide limited material storage. ~~The kiosk should not be considered an office for platform attendants to remain in.~~

Remark: None.

Item Number: 1.7

Page: 21
Section: 2.2.6 Kiosk (NEW CRITERIA)

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WESTLAKE DESIGN CRITERIA - Revisions Changes/Comments

Paragraph: 1

Drawing Reference: None.

Resolution/Response Reference: R4

Changes: (a) Ventilation and tempered air shall be provided from the Mall even when the Mall is closed.
Separate control of heating will not be required.

(b) The pass through hole needs to be secureable.

Remarks: None.

Item Number: 1.8

Page: 23

Section: 2.2.8 Roof Covering (NEW CRITERIA)

Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: Platform roof canopy should extend south to shelter the Fifth Avenue entrance stairwell/elevator landing.

Remark: Vertical circulation from Fifth Avenue to the Monorail platform needs to be perceived as part of the platform as a whole.

Item Number: 1.9 xx

Page: 25 (Criteria) / 5 (Addendum No. 2)

Section: 2.2.11 Electrical and Automatic Train Protection
Vaults / Item Number 1.6, App. B

Paragraph: 1

Drawing Reference: 32.08

Resolution/Response Reference: None.

Change: Delete the following, "The floor of the vaults will align with the floor elevation of the lower shopping mall and the METRO tunnel mezzanine."

Remark: Changes in the Westlake Center concourse elevation and the METRO tunnel mezzanine elevation (see Addendum No. 2) result in the floor elevation of the vaults being below the Westlake Center concourse floor elevation.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.10 **

Page: 25 Criteria / B (Addendum No. 2)
Section: 2.2.11 Electrical and Automatic Train Protection
Vaults / Item Number 1.11
Paragraph: N/A

Drawing Reference: 30.06
Resolution/Response Reference: None.

Change: Three (3) egress connections are required from the
Monorail underground electrical vault to the lower
concourse level retail.

Remark: Delete Addendum No. 2, Item Number 1.11

Item Number: 1.11 **

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: ~~All emergency exit doors should swing in the
direction of emergency egress.~~

~~Remark: Doors located at the north end of the Platform
should swing out into the Mall.~~

Item Number: 1.12

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: A third pair of swinging doors previously shown in
the schematic design would satisfy the
clear entrance/exit requirements.

Item Number: 1.13

Page: 30
Section: 2.2.13.5 Roof Support Structure (NEW CRITERIA)
Paragraph: 3

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1

Change: Roofing support columns located on the platform shall not provide for unintended trash collection.

Remark: Current cruciform shape of the column near the midpoint of the platform would create a problem.

Item Number: 1.14 ss

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 2

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: The panels should be comprised of several individual panels to facilitate removal. One of these panels will need to be hinged and have a spring or counterweight assist to be readily operable by one person.

Remark: None.

Item Number: 1.15

Page: 67
Section: 2.7.5 General Lighting Criteria (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R5

Change: The lighting system shall be controlled from the Mall's light panel, but a separate timer control will be used such that the platform's lighting can be controlled separately from the Mall's in the event that the Monorail operation does not coincide with the Mall's open hours.

Remark: None.

Item Number: 1.16

Page: 68
Section: 2.7.6 Specific Lighting Requirements By Area (NEW CRITERIA)
Paragraph: 8

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WISTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: Light fixtures at the platform edge shall be at least 8'-3" clear above the platform finished elevation to allow for possible future modifications to the trains' ventilation systems.

Remark: None.

Item Number: J.17

Page: 4 (Addendum No. 2)
Section: Item Number J.1
Paragraph: N/A

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: End column number 64 is shown about 5 feet too far south.

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20

Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for fare collection not included, but should be included in the design at this point.

Item Number: 2.2

Page: 20

Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.09

Resolution/Response Reference: R2

Change: None required.

Remark: Before electrical plans are completed information will be available indicating ticket and change machine locations. This will be needed for electrical conduiting and stub outs.

Item Number: 2.3

Page: 20

Section: 2.2.5 Public Address System
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for the audio system should be included at this point in the design.

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WESTLAKE DESIGN CENTER - Open Area

Item Number: 2.4

Page: 21
Section: 2.2.6 Kiosk
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Total area for the kiosk is being evaluated as to the amount of space required by the equipment and personnel.

Item Number: 2.5

Page: 23
Section: 2.2.9 Seating and Other Station Furniture
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Station platform amenities should be included in the design at this time, especially locational information.

Item Number: 2.6

Page: 24
Section: 2.2.10 Typical Barricades
Paragraph: 1

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: (a) In order to maximize the visibility...cannot pass through any opening.
(b) In order to maximize the visibility of the platform from the surroundings, a transparent panelized design is recommended. The material choice and design concept should remain consistent with the vocabulary of the rest of the Westlake Center.

Remark: Delete (a) and replace with (b). Solid panels are needed to prevent trapping fingers, etc. at the sliding gates.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 25
Section: 2.2.12 Graphic Design
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Major signage locations have not been indicated but should be included at this point in the design.

Item Number: 2.8

Page: 20 (Addendum No. 1)
Section: Item Number 3.4
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: The advantageous sliding wall front doors previously indicated have been replaced with swinging doors. Effective clear width for doorways will not effectively clear the platform during peak flows, 32' of effective entrance/exit is needed.

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ADDENDUM NO. 1, PAGE 12

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1 & R6

Change: None required.

Remark: Stair slope of 7 and 1/2 inch rise in a 10 inch run is still too steep and uncomfortably proportioned.

Item Number: 3.2

Page: 12 (Addendum No. 2)

Section: Item Number 3.2

Paragraph: N/A

Drawing Reference:

Resolution/Response Reference: R2 & R6

Change: None required.

Remark: Entrance to stairwell and elevator at Fifth Avenue still needs to be enhanced with a greater public identity.

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APPENDIX A
REFERENCES

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RESPONSE REFERENCES

- R1. KE Drawing Review Comments, RKS - 215, dated 10-5-86.
- R2. DCD Letter from David Moseley to Perry Page (TRC), dated 10-8-86.
- R3. KE Letter to J. Diefenbach (TRC), Kiosk Design Criteria, dated 10-22-86.
- R4. KE Letter to P. Frederick (SED), Kiosk Design Criteria Responses, RKS - 221, dated 11-14-86.
- R5. KE Meeting Notes from 25 August 1986 Meeting with TRC and others, dated 12-8-86.
- R6. KE Meeting Notes from 17 December 1986 Meeting with TRC, SED, DCD, Seattle Center and KE, dated 12-18-86.

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APPENDIX B
SUPPLEMENTAL KIOSK CRITERIA

ADDENDUM NO. 3, PAGE 16

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EXHIBIT C. INVENTORY OF SPARE PARTS

2014 SMS Spare Parts and Supplies Inventory

	Part Number	Description	Located	Used on	Manufacture or Supplier	Qty	Value	Total Value
1	A62453	Timer, Relay	ES	RampProtectSyst	GRS	1		
2	83052602	Power Supply	ES	RampProtectSyst	SOLA Electric	1		
3	A29-10-12V-AI0	Power Supply	ES	RampProtectSyst	Lamarsh	1	\$400	\$400
4		700v DC breaker	EV	Switch Gear	ABB	1	\$13,000	\$13,000
5		208v. 2500 Amp breaker	WV	Switch Gear	ABB	1	\$9,500	\$9,500
6	289B415A14A	Relay, Undervoltage, Phase Sequence, 140-240 Volt w/Target. Type CP, 240v, 3 Phase, 60H	? ES or WV	Switch Gear	ABB	2	\$1,027	\$2,054
7	443S3144	Relay, Overcurrent, 125 Volt DC Single Phase	ES & WV	Switch Gear	ABB	1	\$643	\$643
8	443T4340	Relay, Overcurrent, 125 Volt DC	ES	Switch Gear	ABB	1	\$500	\$500
9	C7710021CC10002	Switch. Control, Circuit Breaker	ES or WV	Switch Gear	ABB	4	\$500	\$2,000
10	0770BAAGLUSA	Ammeter. AC, 0-3000A	ES	Switch Gear	Crompton	1	\$800	\$800
11	163801	Relay. MG-6 Style	ES	Heater relay	General Electric	1	\$750	\$750
12	29BB363A 11	Relay, MG-6 Style	ES	Heater relay	General Electric	1	\$750	\$750
13	2201	Switch, Disconnect, 6 Form "CO Aux Contacts 2000 Amp, BOO Voll, SPST, MOT OF, SOL INT	ES	Switch Gear	Pringle	1	\$1,000	\$1,000
14		Switch, Disconnect, Live-Front, Key In. 2000 Amp, 800 Volt DC, 1 Form "C-Aux Contact	ES	Switch Gear	Pringle	1	\$850	\$850

	Part Number	Description	Located	Used on	Manufacture or Supplier	Qty	Value	Total Value
15	606B029A09	Relay. Aux, High Speed, Front Connected, Type AR, 125 Volt DC, 4NO Contacts	? ES or WV	Switch Gear	Westinghouse	1	\$540	\$540
16	TTU1-AJ	Intercom Unit	MS	Ticket Booth	Norcon	1	\$600	\$600
17	custom	Compressor, Dryer, Filter, Tank assembly	CB	Train	Compressed Air	2	\$15,230	\$30,460
18	1250B	Traction Motor	MS	Train	General Electric	2	\$38,000	\$76,000
19		General Package Relays/Contacts	WS	Train	General Electric	1	\$4,000	\$4,000
20		Load Wheel Rims	MS	Train	Custom	5	\$800	\$4,000
21		Guide Wheel Rims	BB	Train	Custom	11	\$200	\$2,200
22	Q-125	Gear Box	MS	Train	Rockwell	2	\$15,000	\$30,000
23		Gear Box yoke	MS	Train	Rockwell	1	\$435	\$435
24	963-07-20-424	Low Speed Drive Shaft	MS	Train	Rockwell	4	\$1,000	\$4,000
25		92N Low speed shaft yoke	MS	Train	Rockwell	2	\$440	\$880
26	960-00-20-425	Brake Drive Shaft Assembly	CS	Train	Rockwell	2	\$1,000	\$2,000
27	959-04-20-426	High Speed Drive Shaft Assembly	MS	Train	Rockwell	1	\$1,200	\$1,200
28	U750DCI38DCIP/P3	DC-DC converter	EV	Train	Transtech	1	\$13,200	\$13,200
29		Emerson VFD	ES	Train	Emerson	1	\$1,800	\$1,800
30		Sine wave filter	ES	Train	MTE	1	\$800	\$800
31	460-0654-0-A	DC Power Converter 48-24V	ES	Train	Newmar	1	\$805	\$805
32		Radio transmitter	ES	Train		1	\$1,200	\$1,200
33		Cast & HT load spindle (not machined)	MS	Train	Bradken Atlas	1	\$1,400	\$1,400
34	406S	Gate Lock	CS	WLC	Locknetics	2	\$415	\$830
35	4G5 111	Ramp Drive	CG	WLC	RACO International	1	\$3,000	\$3,000
36		Load Spindle Pattern	off site	being refabricated	Woodland Pattern	1	\$2,500	\$2,500
37		WLC Ramp Frame	CG	WLC		1	\$8,000	\$8,000
38		WLC Ramp Wall Glass	WV	WLC		6	\$180	\$1,080
	Total Value							\$223,177

	Part Number	Description	Located	Used on	Manufacture or Supplier	Qty	Value	Total Value
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LOCATION KEY	
AO	Administrative Offices
BB	Blue Bay
BR	Bathroom
CB	Center Bay
CG	Cadillac Garage
CS	Center House Storage
ES	Electrical Storage
EV	Electrical Vault
GR	Gate Ramp
HW	Hallway
JC	Janitorial Closet
MO	Maintenance Office
MS	Mechanical Storage
RB	Red Bay
WS	Workshop
WV	Westlake Vault

EXHIBIT D. FTA CONTRACT CLAUSES

The following federal contract clauses are made a part of the Agreement to the extent applicable. All references in this Exhibit D to “Contractor” shall mean the Concessionaire.

Section 1: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) MASTER AGREEMENT

The Agreement incorporates the October 1, 2015 FTA Master Grant Agreement for Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by, the Fixing America’s Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers. This hereby includes by reference incorporation of the next Master Grant Agreement update expected in October 2016 or later.

Section 2: INCORPORATION OF FEDERAL TRANSIT LAWS

The Agreement incorporates Federal transit laws, 49 U.S.C. chapter 53, and more specifically 49 U.S.C. § 5323(o), as amended by MAP-21, which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for any Underlying Agreement to which MAP-21 applies, et seq.

Section 3: INCORPORATION OF FTA TERMS

The preceding provisions in Sections 1 and 2 include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Seattle requests which would cause City of Seattle to be in violation of the FTA terms and conditions. An update to Ver. 4 3/18/2013 to Circular 4220.1F is expected within the

next twelve months. Anticipated additions and changes are available online at the FTA website.

Section 4: NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The City of Seattle and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement or any contract entered into under this Agreement and shall not be subject to any obligations or liabilities to the City of Seattle, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 5: DRUG AND ALCOHOL TESTING- APPLICABILITY- OPERATIONAL SERVICE CONTRACTS EXCEPT MICRO-PURCHASES (LESS THAN \$2,500)

The Contractor agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 et seq.
- b. Alcohol Misuse and Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Section 6: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud

Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 7: LOBBYING

- A. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, (which is by this reference incorporated herein) which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of any Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractors and Subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Contractors shall submit the "Certification Regarding Lobbying" included in the RFQ for this project. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts which exceed \$100,000, and that all

such subcontractors shall certify and disclose accordingly. The City is responsible for keeping the certification form of the Contractors, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the Contractor agrees to comply with these laws and regulations.

- B. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities" and must send all disclosure forms to the City to be forwarded to the FTA. This form can be found at:
http://www.whitehouse.gov/omb/grants_forms.
- C. The Contractor and any subcontractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
 - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 - 2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 - 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.
- D. If required under Section A, the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 8: FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for any federally-funded project under this Agreement unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS

2116, March 31, 1981.

Section 9: SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building constructed by the Contractor will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Section 10: ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 11: CLEAN WATER

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The Contractor agrees to report each violation to City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

Section 12: CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 422 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance

provided by FTA.

Section 13: RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 14: PRIVACY

- A. Should the Contractor, or any of its subcontractor, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.
- B. For purposes of the Privacy Act, when any agreement involves the operation of a system of records on individuals to accomplish a government function, any contractors, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision will make any the agreement subject to termination.
- C. The Contractor agrees to include this clause in all federally funded subcontracts awarded under the Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

Section 15: CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the Agreement:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the Contractor agrees to comply with applicable Federal

implementing regulations and other implementing requirements FTA may issue.

- B. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.
- C. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income.
- D. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:
 - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Section 16: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The provisions of this Section 16 apply to any federally funded project or contract to be completed by Contractor under the Agreement.

- A. Any federally-funded project agreement under the Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City of Seattle's overall goal for DBE participation in federally assisted Monorail project agreement at the effective date of the Agreement was 13.6%. DBE goals for specific FTA-assisted Monorail project agreements will be established by the City.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any DOT-assisted contracts undertaken pursuant to the Agreement. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Seattle deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49CFR 26.13(b)).
- C. The Contractor is required to document sufficient DBE participation to meet any goal outlined in subsection A above, or, alternatively document adequate good faith efforts to do so, as provided for in 49CFR 26.53. Award of any FTA-assisted contract undertaken pursuant to this Agreement is conditioned on submission of the following as a matter of responsiveness concurrent with and accompanying an initial proposal and at the time of any substitution during contract administration:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the Contractor's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment;
6. If the contract goal is not met, evidence of good faith efforts to do so is required; and
7. Contractors must present the required forms as a matter of responsiveness with initial proposals (see 49CFR 26.53(3)).

D. The Contractor must promptly notify City of Seattle whenever a DBE subcontractor performing FTA-assisted work related to this Agreement is terminated or fails to complete its work, and if this contract includes DBE goals, the Contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City Seattle.

E. In the event the Contractor and/or its subcontractor fail(s) to comply with any substantive requirement of the Agreement related to non-discrimination, participation by Disadvantaged Business Enterprises or other Small Businesses, or equal employment opportunity, the City may impose sanctions as it may determine to be appropriate, including but not limited to:

1. Requiring the Contractor to take remedial action to bring the Contractor or its subcontractor into compliance;
2. Withholding payments to the Contractor until the Contractor or its subcontractor is in compliance;
 - (a) Suspend this Agreement;
 - (b) Terminate this Agreement;
3. Debar the Contractor or its subcontractor from future contracts with the City of Seattle; and/or
4. File civil and/or criminal action(s) against the Contractor and, if applicable, its subcontractors, suppliers, employees, agents, and representatives.

The City may consider any such failure by the Contractor in determining whether to award any future contracts to the Contractor.

F. The Contractor will be required to report its DBE participation obtained, including through race-neutral means, throughout the period of performance. On a

quarterly basis, the Contractor shall prepare and submit the SDOT Quarterly DBE Report with information that includes payments made to all Subcontractors, including the identification of any certified DBEs completing a Commercially Useful Function on the project.

G. The Contractor shall complete and certify DBEs under this agreement using the Disadvantaged Business Enterprise (DBE) Utilization Certification for the work outlined under Exhibit A – Scope of Work and any subsequent amendments to this agreement for additional scope of work.

Section 17: NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other subsequent Federal directives that may be issued.

Section 18: ADA, SECTION 504 AND OTHER FEDERAL REQUIREMENTS

The Contractor is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
- D. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- E. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- F. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

- G. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- H. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- I. Activities Not Involving Construction. Federal laws and regulations providing wage and hour protections for nonconstruction employees, including:
 - (1). Section 102 of the Contract Work Hours and Safety Standards Act, as amendment, 40 U.S.C. § 3702, and other relevant parts of the Act, 40 U.S.C. § 3701 et seq., and
 - (2). U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- J. Any implementing requirements that the FTA may issue.

Section 19: ANTI-KICKBACK

- A. The City and contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 et seq. Under state and federal law, it is a violation for City employees, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.
- B. "Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime Contractor, prime Contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime contract.

Section 20: BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C.5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in

the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification in

Section 21: COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS

A. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),

(b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and

(2) Wage and Hour Requirements of:

(a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

(b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

(c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.

(4) Construction Site Safety of:

(a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

(b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

B. Awards Not Involving Construction. The Contractor agrees to comply and assures that each subcontractor will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees on FTA assisted projects undertaken pursuant to this Agreement, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

C. Awards Involving Commerce. The Contractor agrees to comply and assures that each subcontractor will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through agreement involving commerce, and as the Federal Government otherwise determines applicable.

D. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Contractor agrees to comply and assures that each subcontractor will comply with any applicable employee protective arrangements of 49 U.S.C. § 5333(b).

Section 22: EMPLOYEE PROTECTIONS

Awards Involving Construction. The Contractor agrees to comply with and assures that each subcontractor will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each federally assisted project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of: 54 FTA Master Agreement MA (22), 10-1-2015

Section 23: DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Section 24: DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Section 25: CERTIFICATION OF ELIGIBILITY

(i) By entering into the Agreement, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Section 26: SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Section 27: CONTRACT TERMINATION FOR DEBARMENT

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Section 28: CONTRACT TERMINATION, OPPORTUNITY TO CURE AND DISPUTE RESOLUTION

The Contractor is subject to FTA Circular 4220.1 in its latest iteration. The existing Agreement Terms shall prevail when those Terms and Conditions do not conflict with FTA Circular 4220.1 or applicable federal law or federal authorities to the Federal Transit Administration.

EXHIBIT E

AGREEMENT FOR USE OF ORCA SYSTEM BY AN AFFILIATE

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AGREEMENT FOR USE OF ORCA SYSTEM BY AN AFFILIATE

THIS AGREEMENT is entered into by and between King County ("County" or "Sponsor") and The City of Seattle ("City" or "Affiliate"), which are herein also referred to individually as a "Party" or collectively as "Parties."

RECITALS

- A. The Parties provide public transportation services within their service areas and, as part of such services, collect fares from riders.
- B. The Sponsor is one of seven "ORCA Agencies" that are parties to that certain Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System, dated June 13, 2019. ("ORCA ILA"). The other six parties are the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Ferries Division ("Washington State Ferries"), and the Pierce County Public Transportation Benefit Area ("Pierce Transit"), and the City of Everett ("Everett").
- C. Through the ORCA ILA, the ORCA Agencies jointly operate a common, non-cash fare system throughout their service areas in order to improve the availability, reliability and convenience of public transportation services.
- D. The Affiliate desires to enable use of ORCA Cards for fare payment on the Seattle Center Monorail that links with services provided by the Sponsor and other ORCA Agencies.
- E. The ORCA Agencies are willing to allow the Affiliate's use of ORCA Cards for fare payment on its services subject to the terms of Business Rule 300 adopted by the ORCA Joint Board on March 11, 2019.
- F. The Sponsor is willing to sponsor the Affiliate for purposes of the Affiliate's use of ORCA Cards for fare payment on the public transportation services specified herein subject to the terms of this Agreement.
- G. The purpose of this Agreement is to set forth the responsibilities of the Parties and the payments required of the Affiliate in connection with enabling its customers to use ORCA Cards on the public transportation services specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 DEFINITIONS

- 1.1 "Affiliate Staff" means the employees of the Affiliate, or an Affiliate's subcontractor if approved and identified in Attachment A, or subsequent amendments thereto.
- 1.2 "Configuration Data" or "CD" means a generic term for data that is sent to a device or host to configure its functionality.

- 1.3 "Change Order" means a change to the ORCA Contract terms, conditions, specifications, scope, schedule or price.
- 1.4 "Change Request" means any written request issued by either the ORCA Contractor or the ORCA Agencies making changes in the ORCA System.
- 1.5 "Confidential Information" means all documents and information which are identified as "Confidential," "Proprietary" or the copyright, trade secret, or other intellectual property of the ORCA Contractor, an ORCA Agency or other persons or entities.
- 1.6 "Consistent Set" means a collection of Configuration Data which is distributed as a single package.
- 1.7 "Day" means a calendar day.
- 1.8 "Device Connections Report" means a detailed list of devices showing when they connected to the data acquisition computer installed for the collection and transmission of data in the ORCA System.
- 1.9 "Fiscal Agent" means the ORCA Agency staff that provide the services authorized by the Joint Board including management of ORCA-related funds.
- 1.10 "Joint Board" means the governing body comprised of a representative from each ORCA Agency as established under the ORCA ILA.
- 1.11 "Operations Manager" means the individual who is approved by, and reports to, the Joint Board and is responsible for the day-to-day administration of the ORCA Contract, consultant contracts, and the combined ORCA Agency activities.
- 1.12 "ORCA" means the trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the ORCA Agencies.
- 1.13 "ORCA Boardings" means the count of fare card taps on ORCA fare transaction processors.
- 1.14 "ORCA Card" means any smart card used by the ORCA System, including a fare card of any type, an operator card and a training card.
- 1.15 "ORCA Contract" means the contract between the ORCA Contractor and the ORCA Agencies under which the ORCA Contractor designs, implements, operates, and maintains the ORCA System.
- 1.16 "ORCA Contractor" means the vendor, or its successor or assign that is under contract with the Agencies to design, implement, operate, and maintain the ORCA System.
- 1.17 "ORCA Equipment" means all equipment, operator cards, training cards and any other thing provided to the Affiliate to enable its use of the ORCA System, including but not limited to the items listed in Attachment B, or subsequent amendments thereto.
- 1.18 "ORCA Implementation" means the date the ORCA Card begins to be accepted on the Seattle Center Monorail as a fare card.
- 1.19 "ORCA Participation Fee" means the fee specified in Attachment C, or subsequent amendments thereto, payable to the ORCA Agencies in consideration of the customer services and other support of the ORCA System they provide during the operating phase and their original investments in the development of the ORCA System.

1.20 "ORCA Program Regionally-shared Costs" means the costs that include costs of operating, maintaining, enhancing and replacing the ORCA System and equipment during the operating phase that are approved by the Joint Board for cost-sharing among the Agencies.

1.21 "ORCA System" means the system implemented by the ORCA Agencies to use smart cards as the common media for fare payment on their public transportation services, including the equipment, software and systems, facilities, ORCA Cards, ORCA Products, websites, data, information, and any other products and services related to the system.

1.22 "Security Incident" means, in the ORCA System, technical failures or breaches of ORCA System safeguards; revalue or payment instrument actions that indicate possible fraudulent activity; denial of service attacks; transaction anomalies suggesting misuse of fare payment or disposable cards; breaches of access privileges; wireless LAN security breaches or denial of service; breaches of the information classification system, theft of card stock, devices or other ORCA Equipment; misuse of ORCA System network facilities for unrelated purposes; and alarms or other events deemed to constitute an incident.

1.23 "Sponsor Fee" means the fee specified in Section 15.3 to cover the Sponsor's costs of administering this Agreement and performing the other support activities described in this Agreement including but not limited to staff training, ordering and delivering ORCA Equipment, processing repair/replacements of ORCA Equipment, providing device connection, revenue apportionment and ridership reports.

2.0 TERM

This Agreement shall take effect upon the date below when it has been signed by all parties ("Effective Date"). Unless terminated earlier in accordance with Section 21.0, this Agreement shall continue in effect for the initial Term specified in Attachment A Service Description, attached hereto. This Agreement will be automatically extended for successive calendar years unless either Party gives written notice to the other Party by August 31 that it does not agree to an extension to cover the next calendar year, in which case the Agreement will expire on December 31 of the then-current year.

3.0 AFFILIATE'S RELATIONSHIP TO THE ORCA SYSTEM AND ORCA AGENCIES

3.1 The Affiliate acknowledges and agrees that: (a) its sole rights and obligations in connection with the ORCA System are defined in this Agreement; (b) it is not a party to, or a third-party beneficiary of, the ORCA ILA, the ORCA Contract, or any other ORCA contracts; and (c) it is not entitled to representation on the Joint Board established under the ORCA ILA.

3.2 The Seattle Center Monorail, Affiliate's transportation service authorized to use the ORCA System, shall be identified as a service of the Sponsor within the ORCA System. The Affiliate acknowledges and agrees, however, that it is solely responsible for the provision of such transportation service.

4.0 AFFILIATE'S AUTHORIZED USE OF ORCA EQUIPMENT AND ORCA SYSTEM

Subject to the duration and other terms and conditions of this Agreement, the ORCA Agencies hereby grant a revocable license to the Affiliate and the Affiliate Staff to use the ORCA Equipment for the sole purpose of enabling use of ORCA Cards presented by customers for proof of fare payment on its service, as described and limited in Attachment A, Service Description, or subsequent amendments thereto.

5.0 GENERAL RESPONSIBILITIES

5.1 The Affiliate shall:

- 5.1.1 Comply with all ORCA-related rules as provided by the Sponsor.
- 5.1.2 Report any ORCA System problems to Sponsor.
- 5.1.3 Respond to Public Disclosure requests addressed to the Affiliate in accordance with the Public Disclosure Act (Ch. 42.56 RCW).
- 5.1.4 Establish and maintain procedures and responsibilities with the Sponsor for handling incidents and emergencies related to the ORCA System. Provide a designated contact to the Sponsor who will be available within two (2) hours' notice, to respond to such incidents and emergencies.
- 5.1.5 Review device connections, apportioned revenue, and ridership reports provided via the Sponsor and promptly notify the Sponsor of any errors.
- 5.1.6 Forward all media and public information requests involving the ORCA System to Sponsor for response.
- 5.1.7 Not add to or modify any ORCA Equipment, software or Sponsor-provided documentation.
- 5.1.8 Give notice to the Sponsor no less than ninety (90) calendar days prior to the implementation date of any changes in fares and fare policies. Said notice shall be in writing and shall be accompanied by a written report of possible effects of such changes on the ORCA System. Changes in fares and fare policies that require changes to the ORCA System must be submitted through the ORCA change management process established by the ORCA Joint Board and may require longer to implement. The Sponsor will request a Change Order or Change Request as needed.
- 5.1.9 Manage network equipment to enable connectivity between the fare transaction processors and system servers.

5.2 The Sponsor shall:

- 5.2.1 Serve as the point of contact for the Affiliate for any and all issues related to the Affiliate's use of ORCA Equipment and the ORCA system.
- 5.2.2 Manage system operations for the Affiliate's service including incident management and system repairs.
- 5.2.3 Work with the ORCA Operations Manager to comply with any applicable change management processes in completing all required Change Requests, Change Orders, Contract Amendments, ORCA Equipment orders and other steps necessary to implement the plan.
- 5.2.4 Work with the Affiliate to ensure the Affiliate's compliance with all ORCA-related rules as provided by the Sponsor.

5.2.5 Act as point of contact for media communications related to Affiliate's use of the ORCA System.

5.2.6 Communicate with the ORCA Contractor to address conditions that adversely affect the use of ORCA Cards, as determined by Sponsor.

6.0 ORCA RELATED CUSTOMER SERVICES

The Parties shall provide the information, promotions and other customer services as defined and assigned to each of them in Attachment F, ORCA-Related Customer Services, attached hereto, or subsequent amendments thereto.

7.0 PROVISION OF ORCA EQUIPMENT

7.1 The Sponsor shall provide the required ORCA Equipment, including sufficient spares, as specified in Attachment B ORCA Equipment and Data Communications, attached hereto, or subsequent amendments thereto.

7.2 The Sponsor is responsible for delivery of ORCA Equipment to the Affiliate's designated facility. The Affiliate assumes possession and control of the ORCA Equipment upon delivery of same to the Affiliate's facility. Affiliate shall take all reasonable and necessary actions to protect such property but, regardless of cause, the Affiliate is thereafter responsible for any damage, theft or other occurrences of loss to the ORCA Equipment that occur prior to redelivery of the ORCA Equipment to the Sponsor's designated facility.

7.3 Legal title to, and ownership of, such ORCA Equipment shall remain with the Sponsor at all times and nothing in this Agreement or in the delivery of possession shall constitute, or be construed to constitute, a transfer to the Affiliate of any right, title, ownership or interest in the ORCA Equipment other than the right to possess and use the Sponsor's property for the purposes authorized under this Agreement.

7.4 The Affiliate shall not encumber, assign, sell or transfer in any way, in whole or in part, the ORCA Equipment or any interest therein.

7.5 At all times, the Affiliate shall maintain an accurate inventory record of all ORCA Equipment provided to it under this Agreement and make said record available to the Sponsor upon request.

7.6 The Sponsor shall order parts and peripherals as available for the Affiliate's use under the terms of this Agreement. The Sponsor shall advise the Affiliate of typical lead times for delivery of parts and peripherals but makes no guarantees of delivery by a date certain.

7.7 The Affiliate shall allow access to its facilities and assist the Sponsor and the ORCA Contractor with any necessary site surveys, installation, commissioning and maintenance functions under the ORCA Contract.

7.8 The Affiliate shall not install any patches, upgrades, service packs, or any other software on, or otherwise attempt to modify, the ORCA Equipment.

8.0 COMMISSIONING, MAINTENANCE, REPLACEMENT AND RETURN OF ORCA EQUIPMENT

8.1 The Sponsor shall manage communications and tasks with the ORCA Operations Manager and the ORCA Contractor for the installation, commissioning, maintenance and replacement of the ORCA Equipment provided to the Affiliate under this Agreement.

8.2 The Sponsor shall verify that all ORCA Equipment has been correctly entered into the ORCA Contractor's systems.

8.3 The Affiliate shall comply with all applicable operational and maintenance activities specified in any Operations and Maintenance manuals, Service Bulletins and other procedures provided by the Sponsor.

8.4 The Affiliate shall review the Device Connections Report provided by the Sponsor and promptly notify the Sponsor if any devices assigned to the Affiliate are not connecting as required.

8.5 In the event a unit of ORCA Equipment is damaged or appears to be malfunctioning in any way, the Affiliate shall deliver said unit to the Sponsor. The Affiliate shall complete a Return Materials Authorization (RMA) form and shall comply with all other processes required by the Sponsor.

8.6 The Affiliate shall reimburse the Sponsor for the costs, if any, incurred by the Sponsor in connection with the shipment, repair and/or replacement of ORCA Equipment.

8.7 The Affiliate agrees that it will return the ORCA Equipment to the Sponsor's designated facility within twenty (20) days after the expiration or termination of this Agreement. The Affiliate shall redeliver the ORCA Equipment in the same condition as it was when delivered to the Affiliate, reasonable wear and tear excepted. The Affiliate shall reimburse the Sponsor for replacement and repair costs associated with any ORCA Equipment not redelivered as required by this section.

9.0 DATA COMMUNICATIONS NETWORK

9.1 If, and to the extent specified in Attachment B, ORCA Equipment and Data Communications, the Affiliate shall be responsible for providing and maintaining the lines, networks, equipment, and/or software needed for the secure communication of data between the ORCA Equipment, the Sponsor and/or the ORCA central system.

9.2 Regarding any applicable communications services and systems, the Affiliate shall:

9.2.1 Install security patches, bug fixes, updates and upgrades as needed to support ORCA operations;

9.2.2 Notify the Sponsor of any planned outage at least two (2) business days in advance;

9.2.3 Report to the Sponsor any unplanned outage or other issues within two (2) hours after the outage or issue is discovered; and

9.2.4 Repair and reinstate communications within thirty-six (36) hours from the discovery of a network outage.

10.0 SECURITY

The Affiliate shall comply with the secure equipment storage and incident reporting requirements under Attachment G, Security Requirements, attached hereto or subsequent amendments thereto.

11.0 CONFIGURATION DATA AND FARE TABLES

11.1 The Affiliate shall provide data required to update fare table and other service information updates to the Sponsor at least seventy-five (75) days in advance of the date any changes will take effect.

11.2 The Sponsor shall:

11.2.1 Verify that the Affiliate's Configuration Data (CD) does not conflict with the Sponsor data.

11.2.2 Integrate the Affiliate data into the Sponsor CD for the ORCA Contractor to distribute to Sponsor and Affiliate devices.

11.2.3 Create a new Consistent Set and CD for Affiliate as required.

11.3 At the request of the Sponsor, the Affiliate will participate in Agency-specific and regional testing and test script development as may be required, using regional or other test beds or test configurations of CD.

12.0 TRAINING AND SUPERVISION OF AFFILIATE STAFF

12.1 The Sponsor and the Affiliate shall be responsible for the training of Affiliate Staff.

12.2 The Affiliate shall establish personnel practices for Affiliate Staff that ensure security of the ORCA System including but not limited to immediate reporting of any loss or theft of any ORCA Equipment.

12.3 The Affiliate shall monitor use of the ORCA Equipment by Affiliate Staff and promptly correct and report to the Sponsor any inconsistencies with the requirements of this Agreement.

13.0 CONFIDENTIAL INFORMATION

13.1 The Affiliate may use Confidential Information only for its activities as authorized under this Agreement. The Affiliate shall take reasonable measures to prevent any unauthorized use, disclosure, copying, dissemination or distribution of Confidential Information. Without limiting the foregoing, the Affiliate specifically shall:

13.1.1 Ensure that proper and secure storage is provided for the Confidential Information.

13.1.2 Not make notes or allow notes to be made except as necessary in connection with an authorized purpose;

13.1.3 Make the Confidential Information available only to those employees or other persons who have a need to know for an authorized purpose; and retrieve the Confidential Information from such person upon termination of employment or any need to know for an authorized purpose;

13.1.4 Make copies or excerpts of the Confidential Information only as reasonably required for the authorized purpose;

13.1.5 Not deliver, distribute, display, demonstrate or otherwise make available the Confidential Information to any person(s) except as allowed with the prior written consent of the Sponsor;

- 13.1.6 Not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature; and
- 13.1.7 Take all reasonable steps to prevent unauthorized use or disclosure of Confidential Information and to regain possession of Confidential Information if unauthorized use or disclosure is discovered.
- 13.1.8 Promptly enforce any violation of the Nondisclosure Agreements referred to above.
- 13.1.9 Immediately notify the Sponsor if the Affiliate becomes aware of any loss or unauthorized use, access, copying or disclosure of any of the Confidential Information.

13.2 The Affiliate will maintain copies of all Nondisclosure Agreements and will provide copies to the Sponsor upon request.

13.3 If a public disclosure request under the Washington Public Disclosure Act, RCW 42.56 et seq., is made for Confidential Information or the Affiliate is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Affiliate must immediately notify the Sponsor of the public disclosure request or legal requirement and use its best endeavors (without breach of applicable law) to delay and withhold disclosure until the Sponsor or the ORCA Contractor has had a reasonable opportunity to oppose disclosure by lawful means.

13.4 The Affiliate shall destroy all Confidential Information provided to it in accordance with record retention requirements set forth in this Agreement and in applicable law.

13.5 The requirements of this Section 13 shall survive the expiration of this Agreement.

14.0 ORCA SYSTEM DATA AND INFORMATION

14.1 The Sponsor shall provide to the Affiliate the following ORCA System reports as they relate to the routes/service specified in Attachment A or subsequent amendments thereto.

- 14.1.1 Daily Device Connections
- 14.1.2 Financial reports
- 14.1.3 Daily ridership reports
- 14.1.4 Monthly ORCA Boardings by Fare and Passenger Type
- 14.1.5 Monthly Boardings by Product Type
- 14.1.6 Monthly Boardings by Route

14.2 The Sponsor will provide, upon request, additional data necessary for the Affiliate to meet its reasonable business needs related to the routes/service specified in Attachment A. Sponsor is not required to provide Affiliate with any data related to routes or services other than those identified in Attachment A.

14.3 The Affiliate understands and agrees that the data, reports or other information provided by or related to the ORCA System is and remains the sole property of the ORCA Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data,

reports or information. The ORCA Agencies hereby grant to the Affiliate a non-exclusive license to use any data, reports or information provided by the ORCA Agencies for any lawful purpose related to the administration of the Affiliate's transportation service and this Agreement.

15.0 COSTS, FEES AND PAYMENTS

15.1 Regional Participation Fee and Share of Regional Operating Costs

15.1.1 Annual Participation Fee

15.1.1.1 In consideration of the customer services and other support of the ORCA System provided by the ORCA Agencies during the operating phase and their original investments in the development of the ORCA System, the Affiliate shall pay an Annual Participation Fee as specified in Attachment C, Schedule of Regional Costs and Fees, as amended from time to time in accordance with Section 15.1.4. The fee shall be invoiced by, and paid to, the ORCA Agencies' Fiscal Agent annually in the fourth quarter retroactively for the prior twelve (12) months. For the first Annual Participation Fee, the Affiliate will be billed in the fourth quarter of the year following the start-up year for the appropriate portion of the start-up year plus the current calendar year.

15.1.2 Annual Regional Operating Costs

15.1.2.1 The Affiliate shall pay its percentage share of the actual Annual Regional Operating Costs. The Affiliate's percentage share shall be determined in accordance with Attachment C, as amended from time to time in accordance with Section 15.1.4. Attachment C also includes a sample estimate of the ORCA Program Regionally-shared Costs based on the budget adopted by the Joint Board.

15.1.2.2 The Affiliate's share of the Annual Regional Operating Costs will be charged to the Affiliate retroactively to the date of ORCA Implementation. The Annual Regional Operating Costs will be calculated annually. One fourth (1/4) of the annual amount will be billed each quarter and will be pro-rated for the first quarter if ORCA equipment is not in active service for a full quarter. The Annual Regional Operating Costs shall be invoiced by, and paid to, the Sponsor.

15.1.3 Following the start-up year of the Agreement, the Affiliate's percentage share of total ORCA Boardings shall be determined annually at the same time as the ORCA Agencies' shares are determined and in accordance with Attachment C, as amended from time to time in accordance with Section 15.1.4.

15.1.4 Not later than August 31 of each year, the Sponsor, on behalf of all the ORCA Agencies, and the Affiliate shall sign a written amendment of Attachment C to adjust the Affiliate's percentage share and to include the budget estimates of the Annual Regional Operating Costs adopted by the Joint Board for the next calendar year. Unless the Parties agree otherwise, if an amended Attachment C is not signed by August 31, the Affiliate shall be deemed to have indicated that it is unwilling to extend this Agreement and this Agreement shall expire on December 31 in accordance with Section 2.0.

15.2 Reimbursements

The Affiliate shall reimburse the Sponsor for actual payments made by the Sponsor to the ORCA Contractor or any other third party for any added costs incurred in connection with the Affiliate's use

of the ORCA System, including but not limited to any costs for system revisions, ORCA Equipment, site surveys, commissioning and decommissioning, "per transaction" fees (if any) and "per incident" maintenance fees (if any). The Affiliate understands and agrees that the actual costs shall be included in the Sponsor's invoice after they are incurred and shall be due and payable by the Affiliate when due by the Sponsor.

15.3 Sponsor Fee

- 15.3.1 The Affiliate shall pay to the Sponsor the amounts specified in Attachment D, Sponsor Fees, attached hereto and as subsequently amended, to cover its costs of administering this Agreement and performing the other support activities described in this Agreement including but not limited to staff training, ordering and delivering ORCA Equipment, processing repair/replacements of ORCA Equipment, providing device connection, revenue apportionment and ridership reports. The Sponsors Fees shall be pro-rated for the first and last years of ORCA Implementation if not in service for a full year. The Sponsor Fee shall be invoiced quarterly.
- 15.3.2 Not later than August 31 of each year, the Sponsor and the Affiliate shall sign a written amendment of Attachment D Sponsor Fees for the next calendar year. Unless the Parties agree otherwise, if an amended Attachment D is not signed by August 31, the Affiliate shall be deemed to have indicated that it is unwilling to extend this Agreement and this Agreement shall expire on December 31 in accordance with Section 2.0.

15.4 Allocation of ORCA Revenue

- 15.4.1 The Sponsor shall pay to the Affiliate the ORCA revenue allocations the system assigns to the ORCA Boardings on the routes/service described in Attachment A, or subsequent amendments thereto. Said allocations, and the times when they are determined and payable, are described in Attachment E, Revenue Allocation, attached hereto, or subsequent amendments thereto.
- 15.4.2 The payment of ORCA revenue to the Affiliate shall be based solely on the data produced by the ORCA System. The Affiliate understands and agrees that it will not receive any revenue allocation for ORCA transactions occurring on the Affiliate's routes/service if data about such transactions is not collected and successfully transmitted within seven (7) days of collection, whether due to failure of a customer's ORCA Card, failure of the ORCA Equipment, customer failure to load value, operator error or any other reason, known or unknown.

15.5 Invoicing of Affiliate Payments

- 15.5.1 The Sponsor shall provide Affiliate with a quarterly invoice that itemizes the payments due to the Sponsor under Section 15.1.2, Section 15.2 and Section 15.3.
- 15.5.2 In the fourth quarter of each calendar year, the Fiscal Agent shall provide Affiliate with an invoice for the Annual Participation Fee under Section 15.1.1.
- 15.5.3 All payments under this Section shall be paid within thirty (30) days of the date of the invoice.

16.0 ORCA SYSTEM SUBJECT TO CHANGE

The ORCA Agencies seek to continually improve and enhance the ORCA System. The Affiliate understands and agrees that aspects of the ORCA System may be changed, suspended or terminated from time to time without agreement by the Affiliate, subject to the Affiliate's right to terminate this Agreement for convenience in accordance with Section 21.0.

17.0 ORCA REGIONAL DAY PASS

The Affiliate may opt out of the regional day pass if 1) the next gen ORCA technology allows it and 2) all transit agencies allow the ability to opt-out via policy. All transit agencies participating in ORCA would need to agree to this change in policy.

18.0 EVENT FARES

The Sponsor will make a good faith effort to deliver by June 1, 2020, options for the Affiliate to charge an event fare for ORCA riders. The Affiliate understands that implementation of such a fare may be contingent on approval by the Joint Board and that if ORCA system changes are required, then the Affiliate will be responsible for paying for those changes.

19.0 DISCRIMINATION PROHIBITED

The Affiliate shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, gender identity or expression, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation services, use of the ORCA System or the performance of any acts under this Agreement. The Affiliate shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

20.0 INSURANCE

Insurance coverages, if required of the Affiliate, are specified in Attachment H Insurance Requirements, attached hereto.

21.0 NOTICES

Each Party shall identify a designated ORCA representative for purposes of sending and receiving inquiries and notices regarding this Agreement. The list of designated representatives is made a part of this Agreement as Attachment A Service Description. Each Party shall immediately notify the other Parties of any changes to its designated representatives' contact information.

Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the other Party's designated ORCA representatives, as specified in Attachment A, or to the last person and address provided by a Party in accordance with this Agreement. All inquiries and notices shall be deemed received one (1) business day after being emailed and three (3) business days after hard copy mailing.

22.0 FORCE MAJEURE

Either Party shall be excused from performing its obligations, except as otherwise provided, under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; acts of terrorism; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented

to the other Party, and provided further that such non-performance is beyond the control and is not due to the breach, fault or negligence of the Party not performing.

In no event, however, shall this provision eliminate the obligation to make payments in accordance with this Agreement.

23.0 TERMINATION, EXPIRATION AND CLOSE-OUT OF AGREEMENT

23.1 Each Party may terminate this Agreement, in whole or in part, for any or no reason including but not limited to its convenience; provided, however, the Party terminating the Agreement shall provide the other Party at least one hundred twenty (120) calendar days' advance written notice of intent to terminate. Such termination shall designate an effective date at the end of full month that is at least 120 days after the notice is received.

Provided, however, either Party may terminate this Agreement on an expedited basis in the event the other Party fails to comply with a material provision of the Agreement, including but not limited to the payment and security provisions. To terminate this Agreement on an expedited basis, the terminating Party shall serve a Notice of Termination by certified mail (return receipt requested), or other delivery service capable of providing a receipt, on the defaulting Party setting forth the manner in which the defaulting Party is in material breach at least 30 days before the effective date of termination. The defaulting Party shall have ten (10) days to cure the default. If within that time the defaulting Party has not cured the default or provided a plan to cure the default acceptable to the terminating Party, the termination shall take effect on the date specified in the Notice of Termination.

23.2 In the event a Party provides a termination notice or provides notice under Section 2.0 that it is unwilling to extend this Agreement, the following close-out provisions shall apply.

23.2.1 The Affiliate and the Sponsor shall develop a cessation plan for all activities necessary to end the use of the ORCA System on Affiliate's service/routes. The cessation plan shall address at a minimum the plans and schedules for the following:

23.2.1.1 Implementing any changes to the ORCA System.

23.2.1.2 Communications program for Affiliate's customers and any Business Accounts and sales locations that may be affected.

23.2.1.3 Training of the ORCA Agencies' call center staff and the Affiliate's customer service staff.

23.2.1.4 Removal of ORCA-related signage.

23.2.1.5 Final inventory and return of all ORCA Equipment to the Sponsor.

23.2.2 The Affiliate shall be responsible for all of its own costs arising from any termination or expiration of this Agreement.

23.2.3 Through and including the end of the month that is the effective date of any termination or expiration, the Affiliate shall remain responsible for paying the applicable ORCA Participation Fee, Sponsor Fee, share of ORCA Program Regionally-shared Costs and reimbursements as provided in Section 15.0. In addition, the Affiliate shall be responsible for reimbursing the Sponsor and the ORCA Agencies for (i) any costs they incur to implement the cessation plan beyond the activities covered by the monthly fees; and (ii) any actual payments made to the

ORCA Contractor or any other third party in connection with removing the Affiliate from the ORCA System.

24.0 EXCLUSION OF WARRANTIES

THE ORCA SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SYSTEM IS AT THE AFFILIATE'S SOLE DISCRETION AND RISK.

BY WAY OF EXAMPLE AND NOT LIMITATION, THE ORCA AGENCIES AND EACH OF THEM SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:

- A. THE AFFILIATE'S USE OF THE ORCA SYSTEM WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
- B. ANY INFORMATION OBTAINED BY THE AFFILIATE AS A RESULT OF USING THE ORCA SYSTEM WILL BE ACCURATE AND RELIABLE; AND
- C. ANY USE OF THE ORCA EQUIPMENT WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.

TO THE EXTENT PERMITTED BY LAW, THE ORCA AGENCIES AND EACH OF THEM DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE ORCA AGENCIES OR THE ORCA SYSTEM SHALL CREATE ANY WARRANTY.

25.0 LEGAL RELATIONS

25.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. The Affiliate and each of the ORCA Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

25.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

25.3 Indemnification

- 25.3.1 The Affiliate shall protect, defend, indemnify and save harmless the ORCA Agencies (including the Sponsor), and each of them, from any and all claims, demands, suits, actions, damages, expenses (including attorneys' fees and related costs whether or not litigation is commenced) and liabilities of any kind arising out of or in connection with the intentional or negligent acts or omissions of the Affiliate, its elected officials, officers, officials, employees, agents, subcontractors, and employees of subcontractors in: (a) the performance of the Affiliate's obligations

under this Agreement; or (b) the provision of the Affiliate's transportation service described in the Attachment A to this Agreement.

25.3.2 Subject to the exclusions and limits provided herein, the Sponsor shall protect, defend, indemnify and save harmless the Affiliate from any and all claims, demands, suits, actions, damages, expenses (including attorneys' fees and related costs whether or not litigation is commenced) and liabilities of any kind, arising out of or in connection with the intentional or negligent acts or omissions by the Sponsor, its elected officials, officers, officials, employees, agents, subcontractors, and employees of subcontractors in the performance of the Sponsor's obligations under this Agreement.

25.3.3 Each Party agrees that its obligations under this Section 23.3 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

25.3.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

25.4 LIMITATION ON LIABILITY

NEITHER THE ORCA AGENCIES, INCLUDING THE SPONSOR, NOR THE AFFILIATE SHALL BE LIABLE FOR, AND EACH PARTY HOLDS THE OTHER (AND AFFILIATE HOLDS THE OTHER ORCA AGENCIES) HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY A PARTY UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.

25.5 Affiliate shall protect, defend, indemnify and save harmless the ORCA Agencies, their elected officials, officers, officials, employees, and agents against claims, demands, suits, actions, damages, or liability (collectively "Claims") for labor protections provided to the other Affiliate's transit employees or contractors under 49 U.S.C. 5333(b) that are based upon an ORCA Agency's 13(c) agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the service provided under this Agreement. The obligation to indemnify shall apply whether brought under an ORCA Agency's or the Affiliate's 13(c) agreement, or both.

25.6 Governing Law and Forum. This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws and provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in King County. The Affiliate hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions regarding this Agreement in other forums.

25.7 Each Party agrees that a Party's failure to exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law will not be deemed to be a waiver or modification of any rights and remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. A waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default and a waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach.

25.8 The provisions of sections 13, 15, 21, 22, 23 and 25 shall survive any expiration or termination of this Agreement to the extent related to any acts or omissions occurring, or any costs or revenue incurred, prior to the date the expiration or termination took effect.

26.0 USE OF ORCA NAME AND LOGOS

The Affiliate understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. Any materials developed by the Affiliate referencing the ORCA System or ORCA services must be reviewed by the Sponsor prior to publication to ensure compliance with rules and guidelines established by the ORCA Agencies and provided by the Sponsor.

27.0 MAINTENANCE OF RECORDS, RIGHT OF ACCESS TO RECORDS

For a period and not less than six years from final payment of funds under this Agreement, each Party shall establish and maintain accounts, and keep records and documents, as required by state law and grant provisions. Any accounts, records and documents related to matters under this Agreement shall be subject to inspection, review or audit by each Party and its auditors.

28.0 ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other Parties' prior written consent.

29.0 MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.

30.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire Agreement between the Parties. No oral agreements or modifications will be binding on the Parties and all changes to this Agreement shall be effective only upon a written amendment being signed by all the Parties. Provided, however, Attachments A, B, C, and D may be amended by written amendments signed by the Affiliate and the Sponsor on behalf of all ORCA Agencies.

31.0 SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.


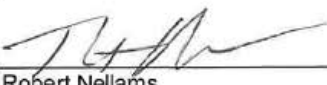
32.0 AUTHORITY TO EXECUTE

Each party to this Agreement represents and warrants that: (a) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (b) the person(s) executing this Agreement below on the Party's behalf is/are duly authorized to do so and that the signatures of such person(s) is/are legally sufficient to bind the Party hereunder.

33.0 COUNTERPARTS

This Agreement may be executed in counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the space provided below.

King County	City of Seattle
By: 	By: 
John Resha Assistant General Manager	Robert Nellams Seattle Center Director
Date: <u>9 Sep 19</u>	Date: <u>8/29/19</u>

**ATTACHMENT A
Service Description**

1. Sponsor: King County Metro
2. Affiliate Agency (and Subcontracted service operator, if applicable): City of Seattle and Subcontractor: Seattle Monorail Services
3. Initial Term of Agreement: Date of execution through 12/31/22.
4. Sponsor's Contact Person: Sunny Knott, 206-477-5812, sunny.knott@kingcounty.gov
5. Affiliate's Contact Person for emergency response pursuant to Section 5.1.4: Megan Ching, Seattle Monorail Services, 425-246-9368, meganc@seattlemonorail.com
6. Affiliate's Contact Person for notices pursuant to Section 19: Denise Wells, City of Seattle, Seattle Center Department, denise.wells@seattle.gov, 206-643-5814
7. Affiliate Agency's Rider Information Phone number: 206-905-2620
8. Affiliate Agency's Website: seattlemonorail.com
9. Description (including type, route numbers, quantity, etc.) of Affiliate's service for which the ORCA System will be used: Monorail service from Seattle Center to Westlake. One route, or two if applicable, will be set up in King County fare tables.
10. Transfer points with ORCA Agency services: All ORCA agency services
11. Sponsor's route number(s) for Affiliate's service: 91
12. Existing fare products, including business account products, to be accepted on Affiliate's service: All ORCA products accepted by King County Metro
13. New fare products to be accepted on Affiliate's service (note RFI, CR, CO or Amendment number): n/a
14. Transfer rules and credits (note RFI, CR, CO or Amendment number if changes requested): All existing King County Metro transfer rules apply
15. Fare payment rules (tap on and/or tap off, round trip or single trip): Tap on, single trip

ATTACHMENT B
ORCA Equipment and Data Communications

Equipment specific to Affiliate service.

1. ORCA Equipment licensed by Sponsor (type and quantity): 8 Portable Fare Transaction Processors (PFTPs). Chargers, docking stations and operator cards sufficient to support these devices.
2. ORCA Equipment location: PFTPs will be secured at the Monorail offices at Seattle Center or in the ticket booths operated by the Monorail.
3. Description of data communications method and equipment (including location and Party responsible for provision, operation and maintenance): Data will be transmitted wirelessly from a router located in the Monorail office at Seattle Center to the King County tunnel to the Vix backend.
4. Data acquisition computer (DAC) location: King County Sabey Center in Tukwila

ATTACHMENT C
Schedule of Regional Costs and Fees

1.0 Calculation of Affiliate's Annual Participation Percentage

- 1.1 The Affiliate Participation Percentage shall be calculated as follows:

$$\frac{(\text{Affiliate ORCA Boardings})}{(\text{Regional ORCA Boardings})} = (\text{Affiliate Participation Percentage})$$

For example, if Affiliate ORCA boardings were 50 and total Regional ORCA boardings were 10,000, the Affiliate Participation Percentage would be: $50 / 10,000 = .5\%$

- 1.2 Assuming launch at September 2019 service change, Affiliate Participation Percentage will be calculated annually as per the table below:

Budget Year:	Affiliate Participation based on actual ORCA boardings:
2019	from launch – 12/31/2019
2020	from 10/1/2019 – 9/30/2020
2021	from 10/1/2020 – 9/30/2021
2022	from 10/1/2021 – 9/30/2022
2023	quarter to quarter as needed

Note: The October thru September timing is aligned with the 4th quarter invoicing schedule for the Annual Participation Fee, so a full year's worth of data can be used to calculate the Affiliate Participation Percentage.

2.0 Annual Participation Fee

- 2.1 The Affiliate shall pay an Annual Participation Fee calculated as follows:

$$(\text{Regional Project Cost}) \div (11 \text{ years useful life of system}) \times (\text{Affiliate Participation Percentage}) = (\text{Annual Participation Fee})$$

For example, if the Annual Participation Percentage was .5%, the Annual Participation Fee would be: $\$49,000,000 / 11 = \$4,454,545 \times .005 = \$22,273$

- 2.2 The Annual Participation Fee will be charged to the Affiliate retroactively to the initial use of ORCA equipment and pro-rated for the first year if ORCA equipment is not in active service for a full twelve (12) months.
- 2.3 The Fiscal Agent will bill the Affiliate once a year in the fourth quarter retroactively for the prior twelve (12) months as shown in the table below. In the start-up year the Affiliate will be billed in December 2020 for the appropriate portion of 2019 plus the 2020 service period.

Service period:	Affiliate billed:
Launch – 9/30/2020	December 2020
10/1/2020 – 9/30/2021	December 2021
10/1/2021 – 9/30/2022	December 2022
10/1/2022 – 12/31/2022	Quarter 1 2023
2023	quarter to quarter as needed

3.0 Annual Regional Operating Costs

- 3.1 The Affiliate shall pay its percentage share of the actual Regional Operating Costs calculated as follows:

$(\text{Total Annual Regional Operating Costs} * \text{Actual KCM Share of the Annual Regional Operating Costs}) \times (\text{Affiliate Percentage of Metro Boardings}) = \text{Affiliate's Annual Share of Regional Operating Costs.}$

Affiliate Percentage of Metro Boardings equals Affiliate Annual ORCA boardings divided by Metro Annual ORCA Boardings. For example, if Affiliate Annual ORCA boardings were 50 and Metro Annual ORCA Boardings were 5,000, the Affiliate Participation of Metro Boardings would be: $50 / 5,000 = 1\%$

And, continuing the example, if the Affiliate Percentage of Metro Boardings was 1% and the approved Operating Budget was fully expended, the Affiliate's Annual Share of Regional Operating Costs for 2019 would be: $(\$11,678,275 * 61.95\%) * 1\% = \$72,347.$

- 3.2 The Affiliate's share of the actual Annual Regional Operating Costs will be charged retroactively to the date of ORCA Implementation. The Affiliate's Annual Share of Regional Operating Costs will be billed quarterly and pro-rated for the first quarter if ORCA equipment is not in active service for a full quarter.
- 3.3 The Sponsor will bill the Affiliate once a quarter retroactively for the prior quarter. For example, for the service period from Launch thru 12/31/2019, Affiliate will be billed in March 2020.

ATTACHMENT D
Sponsor Fees

Startup Costs

System	\$2,660
Equipment	\$3,976
Staff	\$25,600
Total Startup	\$32,236

Annual Costs - 2019

Customer, Communications and Services share	\$42,279
General Overhead	\$3,697
PFTP repair + cellular connection	\$5,293
Total Ongoing	\$51,269

ATTACHMENT E

Revenue Allocation

1.0 Revenue Allocation

Revenue will be calculated at the end of each month for disbursement to the Affiliate. In general ORCA boarding information is available in the system as follows:

1.1 For boardings using E-purse, final data is available 60 days after the end of the month in which trips were taken. The ORCA Boardings by Product Report will be used to provide the apportioned value that will be disbursed to the Affiliate.

1.2 For boardings using an ORCA Pass Product, final data is available sixty (60) days after the end of the month in which trips were taken. The ORCA Boardings by Product Report will be used to provide the apportioned value that will be disbursed to the Affiliate.

1.3 For boardings using an ORCA Regional Passport, revenue distribution to the City will be phased to follow revenue collection by the ORCA Agencies.

Passport agreements are priced based on the previous 12 months of actual boardings activity. Passport agreements each have a unique renewal schedule and are renewed throughout the year. At approximately 4 months after the Affiliate begins using ORCA equipment, Passport agreements will begin to have Affiliate trips included in the pricing analysis. Pricing for Passport agreements will incorporate additional Affiliate ridership data as it becomes available in the ORCA system.

Revenue distribution will be determined based on the Institutional Transfer Summary Report. 60 days following the month Passport agreements begin to incorporate Affiliate trips and for all future months, the data analyst will run the Institutional Transfer Summary Report to determine the apportioned value to be disbursed to the Affiliate. For the first month during which pricing begins to be incorporated, the Affiliate will be allocated 1/12 of the revenue shown in the report, 2/12 in the second month, 3/12 in the third month and so on. Until approximately 18 months after ORCA Implementation, the Affiliate will be allocated 100% of the Affiliate's revenue shown in the report.

For example, if Affiliate service begins in September 2019, then Affiliate boardings will begin to be incorporated into the Passport agreements in February 2020. 60 days following the end of February 2020, the Institutional Transfer Summary Report will be available to run. Then the Sponsor follows the process outlined in 1.4 of this attachment to provide the revenue to the Affiliate.

In addition, during the initial 18 month transition to 100% revenue distribution for Passport, the Sponsor will provide revenue to the Affiliate based on boardings that include a transfer to or from King County Metro service. This will begin 60 days after the end of the first month in which fares begin to be collected. This revenue, which KCM receives upon ORCA Implementation, will be shared with the Affiliate based on ORCA apportionment rules. This revenue sharing will decrease over time as Passport contracts are renewed and revenue distribution increases. For the three months (the first may be a partial month) following ORCA Implementation, the Affiliate will be allocated 12/12 of the share of transfer boardings. For the first month during which pricing begins to be incorporated, the Affiliate

will be allocated 11/12 of the share of the transfer boardings, 10/12 in the second month, 9/12 in the third month and so on. Until approximately 18 months after ORCA Implementation, the Affiliate will be allocated 0% of the share of transfer boardings.

1.4 The Sponsor will transfer revenue to the Affiliate approximately 30 days from the data being pulled. For example, ridership data for January will be available April 1st. The data analyst pulls reports and provides draft revenue distribution for review by the Sponsor contact person identified in Attachment A. After review and approval, the Sponsor contact person will forward the spreadsheet to KCM finance staff for processing.

ATTACHMENT F
ORCA-Related Customer Services

1.0 Written Information and Signage

1.1 Sponsor shall provide, and the Affiliate shall distribute from its customer assistance offices, current versions of the following:

- a. General ORCA orientation/promotion materials produced by the ORCA Agencies from time to time.
- b. Rider Alerts produced by the ORCA Agencies from time to time.

1.2 Subject to prior written approval by the Sponsor and compliance with applicable design specifications adopted by the ORCA Agencies, the Affiliate, at its sole expense, may produce and disseminate its own ORCA-related information/promotion material and signage for use on Affiliate's vehicles, facilities, boarding zones, and customer assistance offices.

2.0 Websites

2.1 Subject to prior written approval by the Sponsor and compliance with applicable design specifications adopted by the ORCA Agencies, the Affiliate may refer to use of ORCA cards on its website and may include links to the ORCA websites.

2.2 The ORCA Agencies may include on the ORCA websites a reference to the Affiliate's routes/service covered under this Agreement.

3.0 Sales of ORCA Cards and ORCA Products

The ORCA Agencies shall sell ORCA cards and ORCA Products to Affiliate's customers using the methods and facilities as are generally available. The Affiliate shall not sell ORCA cards or ORCA products.

4.0 Customer Calls and Emails

Calls and emails related to the use of the ORCA cards on authorized Affiliate's routes/service will be handled by the Sponsor in accordance with their established processes.

5.0 Retail Revalue Network

Establishing a Retailer Revalue location within the Affiliate's service area is subject to availability of necessary equipment and prior written approval by the ORCA Agencies.

ATTACHMENT G
Security Requirements

1. The Affiliate shall cooperate with, and participate in, any ORCA security-related reviews and investigations, including but not limited to self-assessments and reviews conducted by ORCA Agencies, auditors, outside consultants, insurance providers and the ORCA Contractor and its auditors, contractors and consultants. Such cooperation includes, but is not limited to, allowing access to the Affiliate's facilities and records.
2. The Sponsor will notify the Affiliate of any potential changes to the ORCA Agencies' Security Plan that could apply to the Affiliate's use of the ORCA System.
3. When not being used, ORCA Equipment shall be secured in areas that restrict physical access to individuals whose job responsibilities require access and who are documented as being permitted to access those areas. This access must be restricted using keys or equivalent access systems that limit access to authorized individuals. Documentation must be maintained by Affiliate indicating individuals having access to such areas. Affiliate's staff person responsible for technology security administration shall review such access lists on not less than a quarterly basis.
4. The Affiliate shall perform an annual inventory that includes a count of all ORCA Equipment units that contain Secure Access Modules (SAMs), including those that are not in production such as training equipment and spare equipment.
5. Sponsor will provide, and the Affiliate shall review, the Device Connections Report daily on business days.
6. The Affiliate shall investigate non-reporting devices, any discrepancies identified in the periodic inventory and any other suspected security incident. The Affiliate shall submit a Security Incident Report to the Sponsor within two (2) hours after detecting that a unit of ORCA Equipment appears to be missing or was tampered with, or that some other risk is posed to the ORCA System's security. The Affiliate shall attempt to collect evidence regarding what caused the security incident, and if applicable, who was responsible for the Security Incident. Affiliate shall report its findings to the Sponsor.
7. Subject to public disclosure laws and regulations, any information regarding security incidents shall be coordinated with Sponsor before distribution to the public.
8. The Affiliate shall ensure that any network cabling connected to ORCA System network segments is restricted to secure spaces that are not readily accessible from public areas.
9. Sponsor will manage user access and resetting passwords for ORCA Affiliate staff. ORCA Affiliate will submit an email request to Sponsor's Network Administration Specialist when these tasks are needed.
10. The Affiliate shall maintain separation of duties among information technology staff operating the ORCA System in order to mitigate potential for fraud.

ATTACHMENT H
Insurance Requirements

The Affiliate maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The parties acknowledge, agree, and understand the Affiliate is self-funded for all of its liability exposures for this Agreement. The Affiliate agrees to provide the Sponsor with at least thirty (30) days' prior written notice of any material change in the Affiliate's self-funded insurance program and will provide the Sponsor with a letter of self-insurance as adequate proof of coverage, if the Sponsor so requests.

Exhibit F

Calculation of Concession Fee Adjustment for Passport Phase-In Period

To calculate the Concession Fee Adjustment for the Passport Phase-in Period:

1. Determine if the total number of riders (called boardings with ORCA), excluding Passport riders, for those months that include the Passport Phase-in Period during the Contract Year is greater or less than the cumulative total for the same months of the Base Year. For October 2019 prorate both the Base Year riders and the number of Monorail Riders to 25/31 of the monthly total. For March 2021 prorate the Base Year riders, the number of Monorail Riders and the Passport Riders to 7/31 of the monthly total.
 - a. If the total number of riders excluding Passport riders is equal to or exceeds the cumulative total for those months during the Base Year, then no Concession Fee adjustment is made.
 - b. If the total number of riders, excluding Passport riders, is less than the cumulative total for those months during the Base Year, then calculate the Concession Fee adjustment as illustrated in Table 2.

Table 1: Riders by month for Base Year (based on actual riders from October 2018 thru September 2019):

Month	Base Year Riders
Jan, 2019	91,050
Feb, 2019	71,210
Mar, 2019	134,527
Apr, 2019	128,566
May, 2019	164,070
Jun, 2019	228,190
Jul, 2019	297,954
Aug, 2019	260,634
Sept, 2019	159,123
Oct, 2018	132,194
Nov, 2018	112,184
Dec, 2018	163,090
Total	1,942,792

Exhibit F: Calculation of Concession Fee Adjustment for Passport Phase-In Period

Table 2: Illustration of Concession Fee adjustment calculation.

Example Calculation:								
Contract Year 2019	Base Year Riders	Total 2019 Riders	Less Passport Riders (Boardings)	Adjusted Total 2019 Riders	Variance Between Base Year and Adjusted Total Riders	E-Purse Apportioned Value of Passport Boardings w/ Transfers*	Passport Apportioned Value Remittance	Variance and Concession Fee Adjustment
Oct 7**	106,608	115,000	5,000	110,000	(3,392)	\$ 11,200	\$ -	\$ 11,200
Nov	112,184	115,000	10,000	105,000	7,184	\$ 22,000	\$ -	\$ 22,000
Dec	163,090	185,000	10,000	175,000	(11,910)	\$ 22,200	\$ -	\$ 22,200
Total	381,882	415,000	25,000	390,000	(8,118)			\$ 55,400
								NA
2019 Concession Fee Adjustment, adjusted total riders exceed base year riders, no concession fee adjustment is made.								-0-
Contract Year 2020	Base Year Riders	Total 2020 Riders	Less Passport Riders (Boardings)	Adjusted Total 2020 Riders	Variance Between Base Year and Adjusted Total Riders	E-Purse Apportioned Value of Passport Boardings w/ Transfers*	Passport Apportioned Value Remittance	Variance and Concession Fee Adjustment
Jan	91,050	80,000	5,000	75,000	16,050	\$ 11,150	\$ 420	\$ 10,730
Feb	71,210	75,000	5,000	70,000	1,210	\$ 11,050	\$ 385	\$ 10,665
Mar	134,527	140,000	10,000	130,000	4,527	\$ 22,300	\$ 2,166	\$ 20,134
Apr	128,566	118,000	10,000	108,000	20,566	\$ 22,500	\$ 3,980	\$ 18,520
May	164,070	165,000	10,000	155,000	9,070	\$ 22,300	\$ 5,728	\$ 16,572
Jun	228,190	235,000	15,000	220,000	8,190	\$ 33,600	\$ 11,261	\$ 22,339
Jul	297,954	330,000	15,000	315,000	(17,046)	\$ 33,300	\$ 13,855	\$ 19,445
Aug	260,634	295,000	20,000	275,000	(14,366)	\$ 44,400	\$ 22,077	\$ 22,323
Sept	159,123	185,000	20,000	165,000	(5,877)	\$ 44,600	\$ 25,809	\$ 18,791
Oct	132,194	130,000	20,000	110,000	22,194	\$ 44,800	\$ 29,573	\$ 15,227
Nov	112,184	110,000	20,000	90,000	22,184	\$ 44,600	\$ 33,072	\$ 11,528
Dec	163,090	165,000	20,000	145,000	18,090	\$ 45,000	\$ 37,385	\$ 7,615
Total	1,942,792	2,028,000	170,000	1,858,000	84,792	\$ 379,600	\$ 185,712	\$ 193,888
								33%
2020 Concession Fee Adjustment, adjusted total riders do not exceed base year riders, concession fee adjustment is:								\$ 63,983
Contract Year 2021	Base Year Riders	Total 2021 Riders	Less Passport Riders (Boardings)	Adjusted Total 2021 Riders	Variance Between Base Year and Adjusted Total Riders	E-Purse Apportioned Value of Passport Boardings w/ Transfers*	Passport Apportioned Value Remittance	Variance and Concession Fee Adjustment
Jan	72,291	70,000	5,000	65,000	7,291	\$ 11,150	\$ 10,221	\$ 929
Feb	73,307	75,000	5,000	70,000	3,307	\$ 11,200	\$ 11,200	\$ 0
March 25***	110,768	96,774	8,065	88,710	22,058	\$ 22,300	\$ 22,300	\$ 0
Total	256,366	241,774	18,065	223,710	32,656	\$ 44,650	\$ 43,721	\$ 929
								33%
2021 Concession Fee Adjustment, adjusted total riders do not exceed base year riders, concession fee adjustment is:								\$ 307
*E-purse apportioned value of Passport boardings, including account transfers = total Cost of Boardings as reported by ORCA.								
**Prorate monthly base and total riders for October 7, 2019 implementation date, Passport Riders began October 7th, so they aren't prorated								
***Prorate monthly base, total and passport riders to October 25, 2021, the end of 18 month Phase-In period								

EXHIBIT G

Westlake Improvement Expense

Table 1 illustrates that beginning upon Completion of the Westlake Improvements, Concessionaire may amortize up to \$1,100,000 per Contract Year of Westlake Improvement Expenses as an Operating Expense.

Table 1: Calculation Illustration

Contract Year	Capital	Westlake Center Costs for Space Leased or New Easements Areas After the Effective Date					Total Westlake Improvement Expense	Maximum Westlake Improvement Expense Allowed as Operating Expense *
	Amortization of Term Loan Principal and Interest	Rent	Common Area Maintenance and Taxes	Easement Fees	Security	Janitorial		
2019							-	-
2020							-	-
2021	\$210,000	\$15,000	\$1,250	\$12,500	\$18,750	\$12,500	\$270,000	\$275,000
2022	\$825,000	\$61,800	\$1,275	\$50,000	\$75,000	\$50,000	\$1,063,075	\$1,100,000
2023	\$800,000	\$63,654	\$1,301	\$51,500	\$77,250	\$51,500	\$1,045,205	\$1,100,000
2024	\$775,000	\$65,564	\$1,327	\$53,045	\$79,568	\$53,045	\$1,027,548	\$1,100,000
2025	\$750,000	\$67,531	\$1,353	\$54,636	\$81,955	\$54,636	\$1,010,111	\$1,100,000
2026	\$725,000	\$69,556	\$1,380	\$56,275	\$84,413	\$56,275	\$992,901	\$1,100,000
2027	\$700,000	\$71,643	\$1,408	\$57,964	\$86,946	\$57,964	\$975,924	\$1,100,000
2028	\$675,000	\$73,792	\$1,436	\$59,703	\$89,554	\$59,703	\$959,187	\$1,100,000
2029	\$650,000	\$76,006	\$1,465	\$61,494	\$92,241	\$61,494	\$942,699	\$1,100,000
2030	\$625,000	\$78,286	\$1,494	\$63,339	\$95,008	\$63,339	\$926,465	\$1,100,000
2031	\$600,000	\$80,635	\$1,524	\$65,239	\$97,858	\$65,239	\$910,494	\$1,100,000
2032	\$575,000	\$83,054	\$1,554	\$67,196	\$100,794	\$67,196	\$894,794	\$1,100,000
2033	\$550,000	\$85,546	\$1,585	\$69,212	\$103,818	\$69,212	\$879,372	\$1,100,000
2034	\$525,000	\$88,112	\$1,617	\$71,288	\$106,932	\$71,288	\$864,237	\$1,100,000
Total	\$8,985,000	\$980,179	\$19,967	\$793,390	\$1,190,084	\$793,390	\$12,762,010	\$14,575,000

*Example assumes Completion of the Westlake Improvements on September 30, 2021, resulting in a 25% proration of the \$1.1M for that Contract Year.

Exhibit H

Monorail Fare Adjustment Calculation Illustration

1. The All Urban Consumer Items, Seattle-Tacoma Metropolitan Area CPI is available from the United States Department of Labor, Bureau of Labor Statistics.
2. The index is published for even numbered months on the 15th day of the following month.
3. The FTA fare increase public comment period is 45 days.
4. The Affiliate Agreement requires a 90 notice to increase fares.
5. Working within those time constraints, the June CPI Index, available on July 15th, is the latest CPI data available for a fare adjustment effective January 1st.

Table 1: Illustration of Fare Adjustment Calculation						
Contract Year	Fare Adjustment Date	June CPI Index	Annual CPI Index	CPI Adjustment from 1/1/19	CPI Adjusted Fare	Fare, Rounded to nearest Quarter
2019	1-Jan-19		271.089		\$ 3.00	
2020	1-Jan-20		277.251			
2021	1-Jan-21		281.478			
2022	1-Jan-22	283.255		4.49%	\$ 3.13	\$ 3.25
2023	1-Jan-23		287.252			
2024	1-Jan-24		291.363			
2025	1-Jan-25	292.35		7.84%	\$ 3.24	\$ 3.25
2026	1-Jan-26		298.033			
2027	1-Jan-27		301.425			
2028	1-Jan-28	303.42		11.93%	\$ 3.36	\$ 3.50
2029	1-Jan-29		307.552			
2030	1-Jan-30		310.289			
2031	1-Jan-31	313.279		15.56%	\$ 3.47	\$ 3.50
2032	1-Jan-32		334.636			
2033	1-Jan-33		318.223			
2034	1-Jan-34	321.457		18.58%	\$ 3.56	\$ 3.75

Note: CPI Index numbers are examples only.

Exhibit I
Calculation of the Annual ORCA Revenue Impact
and City Concession Fee Adjustment

To calculate the Annual ORCA Revenue Impact and associated City Concession Fee adjustment:

Determine the Annual ORCA Revenue Impact -

1. Identify the **Total ORCA Boardings** by Product Type during the Contract Year derived from the monthly *ORCA Boardings by Product Type* and the *Institutional Account Pricing* reports provided by King County Metro.
2. Utilizing the *ORCA Boardings Report*, from the “Mode Description From” column, identify the “Demand Response” items that are “Route ID” 91’s boardings for the same time period as the Total ORCA Boardings. Any such boardings are the second boarding within a two-hour time window for a unique ORCA card serial number and are the number of **Internal Transfer Boardings**.
3. Calculate the **Net Boardings** by ORCA Product Type by subtracting the number of Internal Transfer Boardings for each ORCA Product Type from the Total ORCA Boardings for the same ORCA Product Type. The difference is the number of Net Boardings by ORCA Product Type.
4. Identify the **Cost of Boardings** by ORCA Product Type utilizing reports provided by King County Metro for the same time period as follows:
 - a. Passport – Cost of Boardings from the *Institutional Account Pricing* report
 - b. E-Purse – Apportioned Value from the *ORCA Boardings by Product Type*
 - c. Retail Products –Apportioned Value from the *ORCA Boardings by Product Type* report. Retail Products include Metro Monthly Access Pass, Metro Monthly Pass, All-Day Puget Pass and Puget Pass.
5. Calculate the **Cost per Net Boarding** by ORCA Product Type by dividing the Cost of Boardings by the Net Boardings for that product for the same time period.
6. Calculate the **Internal Transfer Revenue Impact** for each Product Type by multiplying the number of Internal Transfer Boardings for each ORCA product by the Cost per Net Boarding for that product for the same time period.
7. Calculate the **Annual Orca Revenue Impact** by summing the Internal Transfer Revenue for all ORCA products for the same time period.

Table 1: Example Calculation of the Annual ORCA Revenue Impact for an example Contract Year:

Totals for Contract Year	ORCA Product		
	Passport	E-purse	Retail Products
Total Number of ORCA Boardings	400,000	175,000	125,000
Internal Transfer Boardings	32,000	17,500	6,250
Net Boardings (Total Number of Orca Boardins less Internal Transfer Boardings)	368,000	157,500	118,750
Cost of Boardings	\$ 880,000	\$402,500	\$ 225,000
Cost per Net Boarding (Cost of Boardings divided by Net Boardings)	\$ 2.39	\$ 2.56	\$ 1.89
Internal Transfer Revenue Impacts	\$ 76,522	\$ 44,722	\$ 11,842
Annual ORCA Revenue Impact	\$133,086		

Table 2: Example Calculation the ORCA Revenue Impact City Concession Fee Adjustment for the example Contract Year:

1. Calculate the annual City Concession Fee Adjustment for the Annual ORCA Revenue Impact, per Section VI.G.1.

Annual ORCA Revenue Impact for Example Contract Year	\$133,086
Eligible Annual ORCA Revenue Impact	\$100,000
Lesser of the two above:	\$100,000
City Concession Fee Reduction prior to completion of the Westlake Improvements, Annual ORCA Revenue Impact multiplied by 33%	\$ 33,333
City Concession Fee Reduction effective January 1st of the first full Contract Year following completion of the Westlake Improvements, Annual ORCA Revenue Impact multiplied by 40%	\$ 40,000

AGREEMENT FOR USE OF ORCA SYSTEM BY AN AFFILIATE

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AGREEMENT FOR USE OF ORCA SYSTEM BY AN AFFILIATE

THIS AGREEMENT is entered into by and between King County ("County" or "Sponsor") and The City of Seattle ("City" or "Affiliate"), which are herein also referred to individually as a "Party" or collectively as "Parties."

RECITALS

- A. The Parties provide public transportation services within their service areas and, as part of such services, collect fares from riders.
- B. The Sponsor is one of seven "ORCA Agencies" that are parties to that certain Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System, dated June 13, 2019. ("ORCA ILA"). The other six parties are the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Ferries Division ("Washington State Ferries"), and the Pierce County Public Transportation Benefit Area ("Pierce Transit"), and the City of Everett ("Everett").
- C. Through the ORCA ILA, the ORCA Agencies jointly operate a common, non-cash fare system throughout their service areas in order to improve the availability, reliability and convenience of public transportation services.
- D. The Affiliate desires to enable use of ORCA Cards for fare payment on the Seattle Center Monorail that links with services provided by the Sponsor and other ORCA Agencies.
- E. The ORCA Agencies are willing to allow the Affiliate's use of ORCA Cards for fare payment on its services subject to the terms of Business Rule 300 adopted by the ORCA Joint Board on March 11, 2019.
- F. The Sponsor is willing to sponsor the Affiliate for purposes of the Affiliate's use of ORCA Cards for fare payment on the public transportation services specified herein subject to the terms of this Agreement.
- G. The purpose of this Agreement is to set forth the responsibilities of the Parties and the payments required of the Affiliate in connection with enabling its customers to use ORCA Cards on the public transportation services specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 DEFINITIONS

- 1.1 "Affiliate Staff" means the employees of the Affiliate, or an Affiliate's subcontractor if approved and identified in Attachment A, or subsequent amendments thereto.
- 1.2 "Configuration Data" or "CD" means a generic term for data that is sent to a device or host to configure its functionality.

- 1.3 "Change Order" means a change to the ORCA Contract terms, conditions, specifications, scope, schedule or price.
- 1.4 "Change Request" means any written request issued by either the ORCA Contractor or the ORCA Agencies making changes in the ORCA System.
- 1.5 "Confidential Information" means all documents and information which are identified as "Confidential," "Proprietary" or the copyright, trade secret, or other intellectual property of the ORCA Contractor, an ORCA Agency or other persons or entities.
- 1.6 "Consistent Set" means a collection of Configuration Data which is distributed as a single package.
- 1.7 "Day" means a calendar day.
- 1.8 "Device Connections Report" means a detailed list of devices showing when they connected to the data acquisition computer installed for the collection and transmission of data in the ORCA System.
- 1.9 "Fiscal Agent" means the ORCA Agency staff that provide the services authorized by the Joint Board including management of ORCA-related funds.
- 1.10 "Joint Board" means the governing body comprised of a representative from each ORCA Agency as established under the ORCA ILA.
- 1.11 "Operations Manager" means the individual who is approved by, and reports to, the Joint Board and is responsible for the day-to-day administration of the ORCA Contract, consultant contracts, and the combined ORCA Agency activities.
- 1.12 "ORCA" means the trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the ORCA Agencies.
- 1.13 "ORCA Boardings" means the count of fare card taps on ORCA fare transaction processors.
- 1.14 "ORCA Card" means any smart card used by the ORCA System, including a fare card of any type, an operator card and a training card.
- 1.15 "ORCA Contract" means the contract between the ORCA Contractor and the ORCA Agencies under which the ORCA Contractor designs, implements, operates, and maintains the ORCA System.
- 1.16 "ORCA Contractor" means the vendor, or its successor or assign that is under contract with the Agencies to design, implement, operate, and maintain the ORCA System.
- 1.17 "ORCA Equipment" means all equipment, operator cards, training cards and any other thing provided to the Affiliate to enable its use of the ORCA System, including but not limited to the items listed in Attachment B, or subsequent amendments thereto.
- 1.18 "ORCA Implementation" means the date the ORCA Card begins to be accepted on the Seattle Center Monorail as a fare card.
- 1.19 "ORCA Participation Fee" means the fee specified in Attachment C, or subsequent amendments thereto, payable to the ORCA Agencies in consideration of the customer services and other support of the ORCA System they provide during the operating phase and their original investments in the development of the ORCA System.

1.20 "ORCA Program Regionally-shared Costs" means the costs that include costs of operating, maintaining, enhancing and replacing the ORCA System and equipment during the operating phase that are approved by the Joint Board for cost-sharing among the Agencies.

1.21 "ORCA System" means the system implemented by the ORCA Agencies to use smart cards as the common media for fare payment on their public transportation services, including the equipment, software and systems, facilities, ORCA Cards, ORCA Products, websites, data, information, and any other products and services related to the system.

1.22 "Security Incident" means, in the ORCA System, technical failures or breaches of ORCA System safeguards; revalue or payment instrument actions that indicate possible fraudulent activity; denial of service attacks; transaction anomalies suggesting misuse of fare payment or disposable cards; breaches of access privileges; wireless LAN security breaches or denial of service; breaches of the information classification system, theft of card stock, devices or other ORCA Equipment; misuse of ORCA System network facilities for unrelated purposes; and alarms or other events deemed to constitute an incident.

1.23 "Sponsor Fee" means the fee specified in Section 15.3 to cover the Sponsor's costs of administering this Agreement and performing the other support activities described in this Agreement including but not limited to staff training, ordering and delivering ORCA Equipment, processing repair/replacements of ORCA Equipment, providing device connection, revenue apportionment and ridership reports.

2.0 TERM

This Agreement shall take effect upon the date below when it has been signed by all parties ("Effective Date"). Unless terminated earlier in accordance with Section 21.0, this Agreement shall continue in effect for the initial Term specified in Attachment A Service Description, attached hereto. This Agreement will be automatically extended for successive calendar years unless either Party gives written notice to the other Party by August 31 that it does not agree to an extension to cover the next calendar year, in which case the Agreement will expire on December 31 of the then-current year.

3.0 AFFILIATE'S RELATIONSHIP TO THE ORCA SYSTEM AND ORCA AGENCIES

3.1 The Affiliate acknowledges and agrees that: (a) its sole rights and obligations in connection with the ORCA System are defined in this Agreement; (b) it is not a party to, or a third-party beneficiary of, the ORCA ILA, the ORCA Contract, or any other ORCA contracts; and (c) it is not entitled to representation on the Joint Board established under the ORCA ILA.

3.2 The Seattle Center Monorail, Affiliate's transportation service authorized to use the ORCA System, shall be identified as a service of the Sponsor within the ORCA System. The Affiliate acknowledges and agrees, however, that it is solely responsible for the provision of such transportation service.

4.0 AFFILIATE'S AUTHORIZED USE OF ORCA EQUIPMENT AND ORCA SYSTEM

Subject to the duration and other terms and conditions of this Agreement, the ORCA Agencies hereby grant a revocable license to the Affiliate and the Affiliate Staff to use the ORCA Equipment for the sole purpose of enabling use of ORCA Cards presented by customers for proof of fare payment on its service, as described and limited in Attachment A, Service Description, or subsequent amendments thereto.

5.0 GENERAL RESPONSIBILITIES

5.1 The Affiliate shall:

- 5.1.1 Comply with all ORCA-related rules as provided by the Sponsor.
- 5.1.2 Report any ORCA System problems to Sponsor.
- 5.1.3 Respond to Public Disclosure requests addressed to the Affiliate in accordance with the Public Disclosure Act (Ch. 42.56 RCW).
- 5.1.4 Establish and maintain procedures and responsibilities with the Sponsor for handling incidents and emergencies related to the ORCA System. Provide a designated contact to the Sponsor who will be available within two (2) hours' notice, to respond to such incidents and emergencies.
- 5.1.5 Review device connections, apportioned revenue, and ridership reports provided via the Sponsor and promptly notify the Sponsor of any errors.
- 5.1.6 Forward all media and public information requests involving the ORCA System to Sponsor for response.
- 5.1.7 Not add to or modify any ORCA Equipment, software or Sponsor-provided documentation.
- 5.1.8 Give notice to the Sponsor no less than ninety (90) calendar days prior to the implementation date of any changes in fares and fare policies. Said notice shall be in writing and shall be accompanied by a written report of possible effects of such changes on the ORCA System. Changes in fares and fare policies that require changes to the ORCA System must be submitted through the ORCA change management process established by the ORCA Joint Board and may require longer to implement. The Sponsor will request a Change Order or Change Request as needed.
- 5.1.9 Manage network equipment to enable connectivity between the fare transaction processors and system servers.

5.2 The Sponsor shall:

- 5.2.1 Serve as the point of contact for the Affiliate for any and all issues related to the Affiliate's use of ORCA Equipment and the ORCA system.
- 5.2.2 Manage system operations for the Affiliate's service including incident management and system repairs.
- 5.2.3 Work with the ORCA Operations Manager to comply with any applicable change management processes in completing all required Change Requests, Change Orders, Contract Amendments, ORCA Equipment orders and other steps necessary to implement the plan.
- 5.2.4 Work with the Affiliate to ensure the Affiliate's compliance with all ORCA-related rules as provided by the Sponsor.

- 5.2.5 Act as point of contact for media communications related to Affiliate's use of the ORCA System.
- 5.2.6 Communicate with the ORCA Contractor to address conditions that adversely affect the use of ORCA Cards, as determined by Sponsor.

6.0 ORCA RELATED CUSTOMER SERVICES

The Parties shall provide the information, promotions and other customer services as defined and assigned to each of them in Attachment F, ORCA-Related Customer Services, attached hereto, or subsequent amendments thereto.

7.0 PROVISION OF ORCA EQUIPMENT

7.1 The Sponsor shall provide the required ORCA Equipment, including sufficient spares, as specified in Attachment B ORCA Equipment and Data Communications, attached hereto, or subsequent amendments thereto.

7.2 The Sponsor is responsible for delivery of ORCA Equipment to the Affiliate's designated facility. The Affiliate assumes possession and control of the ORCA Equipment upon delivery of same to the Affiliate's facility. Affiliate shall take all reasonable and necessary actions to protect such property but, regardless of cause, the Affiliate is thereafter responsible for any damage, theft or other occurrences of loss to the ORCA Equipment that occur prior to redelivery of the ORCA Equipment to the Sponsor's designated facility.

7.3 Legal title to, and ownership of, such ORCA Equipment shall remain with the Sponsor at all times and nothing in this Agreement or in the delivery of possession shall constitute, or be construed to constitute, a transfer to the Affiliate of any right, title, ownership or interest in the ORCA Equipment other than the right to possess and use the Sponsor's property for the purposes authorized under this Agreement.

7.4 The Affiliate shall not encumber, assign, sell or transfer in any way, in whole or in part, the ORCA Equipment or any interest therein.

7.5 At all times, the Affiliate shall maintain an accurate inventory record of all ORCA Equipment provided to it under this Agreement and make said record available to the Sponsor upon request.

7.6 The Sponsor shall order parts and peripherals as available for the Affiliate's use under the terms of this Agreement. The Sponsor shall advise the Affiliate of typical lead times for delivery of parts and peripherals but makes no guarantees of delivery by a date certain.

7.7 The Affiliate shall allow access to its facilities and assist the Sponsor and the ORCA Contractor with any necessary site surveys, installation, commissioning and maintenance functions under the ORCA Contract.

7.8 The Affiliate shall not install any patches, upgrades, service packs, or any other software on, or otherwise attempt to modify, the ORCA Equipment.

8.0 COMMISSIONING, MAINTENANCE, REPLACEMENT AND RETURN OF ORCA EQUIPMENT

8.1 The Sponsor shall manage communications and tasks with the ORCA Operations Manager and the ORCA Contractor for the installation, commissioning, maintenance and replacement of the ORCA Equipment provided to the Affiliate under this Agreement.

8.2 The Sponsor shall verify that all ORCA Equipment has been correctly entered into the ORCA Contractor's systems.

8.3 The Affiliate shall comply with all applicable operational and maintenance activities specified in any Operations and Maintenance manuals, Service Bulletins and other procedures provided by the Sponsor.

8.4 The Affiliate shall review the Device Connections Report provided by the Sponsor and promptly notify the Sponsor if any devices assigned to the Affiliate are not connecting as required.

8.5 In the event a unit of ORCA Equipment is damaged or appears to be malfunctioning in any way, the Affiliate shall deliver said unit to the Sponsor. The Affiliate shall complete a Return Materials Authorization (RMA) form and shall comply with all other processes required by the Sponsor.

8.6 The Affiliate shall reimburse the Sponsor for the costs, if any, incurred by the Sponsor in connection with the shipment, repair and/or replacement of ORCA Equipment.

8.7 The Affiliate agrees that it will return the ORCA Equipment to the Sponsor's designated facility within twenty (20) days after the expiration or termination of this Agreement. The Affiliate shall redeliver the ORCA Equipment in the same condition as it was when delivered to the Affiliate, reasonable wear and tear excepted. The Affiliate shall reimburse the Sponsor for replacement and repair costs associated with any ORCA Equipment not redelivered as required by this section.

9.0 DATA COMMUNICATIONS NETWORK

9.1 If, and to the extent specified in Attachment B, ORCA Equipment and Data Communications, the Affiliate shall be responsible for providing and maintaining the lines, networks, equipment, and/or software needed for the secure communication of data between the ORCA Equipment, the Sponsor and/or the ORCA central system.

9.2 Regarding any applicable communications services and systems, the Affiliate shall:

9.2.1 Install security patches, bug fixes, updates and upgrades as needed to support ORCA operations;

9.2.2 Notify the Sponsor of any planned outage at least two (2) business days in advance;

9.2.3 Report to the Sponsor any unplanned outage or other issues within two (2) hours after the outage or issue is discovered; and

9.2.4 Repair and reinstate communications within thirty-six (36) hours from the discovery of a network outage.

10.0 SECURITY

The Affiliate shall comply with the secure equipment storage and incident reporting requirements under Attachment G, Security Requirements, attached hereto or subsequent amendments thereto.

11.0 CONFIGURATION DATA AND FARE TABLES

11.1 The Affiliate shall provide data required to update fare table and other service information updates to the Sponsor at least seventy-five (75) days in advance of the date any changes will take effect.

11.2 The Sponsor shall:

11.2.1 Verify that the Affiliate's Configuration Data (CD) does not conflict with the Sponsor data.

11.2.2 Integrate the Affiliate data into the Sponsor CD for the ORCA Contractor to distribute to Sponsor and Affiliate devices.

11.2.3 Create a new Consistent Set and CD for Affiliate as required.

11.3 At the request of the Sponsor, the Affiliate will participate in Agency-specific and regional testing and test script development as may be required, using regional or other test beds or test configurations of CD.

12.0 TRAINING AND SUPERVISION OF AFFILIATE STAFF

12.1 The Sponsor and the Affiliate shall be responsible for the training of Affiliate Staff.

12.2 The Affiliate shall establish personnel practices for Affiliate Staff that ensure security of the ORCA System including but not limited to immediate reporting of any loss or theft of any ORCA Equipment.

12.3 The Affiliate shall monitor use of the ORCA Equipment by Affiliate Staff and promptly correct and report to the Sponsor any inconsistencies with the requirements of this Agreement.

13.0 CONFIDENTIAL INFORMATION

13.1 The Affiliate may use Confidential Information only for its activities as authorized under this Agreement. The Affiliate shall take reasonable measures to prevent any unauthorized use, disclosure, copying, dissemination or distribution of Confidential Information. Without limiting the foregoing, the Affiliate specifically shall:

13.1.1 Ensure that proper and secure storage is provided for the Confidential Information.

13.1.2 Not make notes or allow notes to be made except as necessary in connection with an authorized purpose;

13.1.3 Make the Confidential Information available only to those employees or other persons who have a need to know for an authorized purpose; and retrieve the Confidential Information from such person upon termination of employment or any need to know for an authorized purpose;

13.1.4 Make copies or excerpts of the Confidential Information only as reasonably required for the authorized purpose;

13.1.5 Not deliver, distribute, display, demonstrate or otherwise make available the Confidential Information to any person(s) except as allowed with the prior written consent of the Sponsor;

- 13.1.6 Not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature; and
- 13.1.7 Take all reasonable steps to prevent unauthorized use or disclosure of Confidential Information and to regain possession of Confidential Information if unauthorized use or disclosure is discovered.
- 13.1.8 Promptly enforce any violation of the Nondisclosure Agreements referred to above.
- 13.1.9 Immediately notify the Sponsor if the Affiliate becomes aware of any loss or unauthorized use, access, copying or disclosure of any of the Confidential Information.

13.2 The Affiliate will maintain copies of all Nondisclosure Agreements and will provide copies to the Sponsor upon request.

13.3 If a public disclosure request under the Washington Public Disclosure Act, RCW 42.56 et seq., is made for Confidential Information or the Affiliate is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Affiliate must immediately notify the Sponsor of the public disclosure request or legal requirement and use its best endeavors (without breach of applicable law) to delay and withhold disclosure until the Sponsor or the ORCA Contractor has had a reasonable opportunity to oppose disclosure by lawful means.

13.4 The Affiliate shall destroy all Confidential Information provided to it in accordance with record retention requirements set forth in this Agreement and in applicable law.

13.5 The requirements of this Section 13 shall survive the expiration of this Agreement.

14.0 ORCA SYSTEM DATA AND INFORMATION

14.1 The Sponsor shall provide to the Affiliate the following ORCA System reports as they relate to the routes/service specified in Attachment A or subsequent amendments thereto.

- 14.1.1 Daily Device Connections
- 14.1.2 Financial reports
- 14.1.3 Daily ridership reports
- 14.1.4 Monthly ORCA Boardings by Fare and Passenger Type
- 14.1.5 Monthly Boardings by Product Type
- 14.1.6 Monthly Boardings by Route

14.2 The Sponsor will provide, upon request, additional data necessary for the Affiliate to meet its reasonable business needs related to the routes/service specified in Attachment A. Sponsor is not required to provide Affiliate with any data related to routes or services other than those identified in Attachment A.

14.3 The Affiliate understands and agrees that the data, reports or other information provided by or related to the ORCA System is and remains the sole property of the ORCA Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data,

reports or information. The ORCA Agencies hereby grant to the Affiliate a non-exclusive license to use any data, reports or information provided by the ORCA Agencies for any lawful purpose related to the administration of the Affiliate's transportation service and this Agreement.

15.0 COSTS, FEES AND PAYMENTS

15.1 Regional Participation Fee and Share of Regional Operating Costs

15.1.1 Annual Participation Fee

15.1.1.1 In consideration of the customer services and other support of the ORCA System provided by the ORCA Agencies during the operating phase and their original investments in the development of the ORCA System, the Affiliate shall pay an Annual Participation Fee as specified in Attachment C, Schedule of Regional Costs and Fees, as amended from time to time in accordance with Section 15.1.4. The fee shall be invoiced by, and paid to, the ORCA Agencies' Fiscal Agent annually in the fourth quarter retroactively for the prior twelve (12) months. For the first Annual Participation Fee, the Affiliate will be billed in the fourth quarter of the year following the start-up year for the appropriate portion of the start-up year plus the current calendar year.

15.1.2 Annual Regional Operating Costs

15.1.2.1 The Affiliate shall pay its percentage share of the actual Annual Regional Operating Costs. The Affiliate's percentage share shall be determined in accordance with Attachment C, as amended from time to time in accordance with Section 15.1.4. Attachment C also includes a sample estimate of the ORCA Program Regionally-shared Costs based on the budget adopted by the Joint Board.

15.1.2.2 The Affiliate's share of the Annual Regional Operating Costs will be charged to the Affiliate retroactively to the date of ORCA Implementation. The Annual Regional Operating Costs will be calculated annually. One fourth (1/4) of the annual amount will be billed each quarter and will be pro-rated for the first quarter if ORCA equipment is not in active service for a full quarter. The Annual Regional Operating Costs shall be invoiced by, and paid to, the Sponsor.

15.1.3 Following the start-up year of the Agreement, the Affiliate's percentage share of total ORCA Boardings shall be determined annually at the same time as the ORCA Agencies' shares are determined and in accordance with Attachment C, as amended from time to time in accordance with Section 15.1.4.

15.1.4 Not later than August 31 of each year, the Sponsor, on behalf of all the ORCA Agencies, and the Affiliate shall sign a written amendment of Attachment C to adjust the Affiliate's percentage share and to include the budget estimates of the Annual Regional Operating Costs adopted by the Joint Board for the next calendar year. Unless the Parties agree otherwise, if an amended Attachment C is not signed by August 31, the Affiliate shall be deemed to have indicated that it is unwilling to extend this Agreement and this Agreement shall expire on December 31 in accordance with Section 2.0.

15.2 Reimbursements

The Affiliate shall reimburse the Sponsor for actual payments made by the Sponsor to the ORCA Contractor or any other third party for any added costs incurred in connection with the Affiliate's use

of the ORCA System, including but not limited to any costs for system revisions, ORCA Equipment, site surveys, commissioning and decommissioning, "per transaction" fees (if any) and "per incident" maintenance fees (if any). The Affiliate understands and agrees that the actual costs shall be included in the Sponsor's invoice after they are incurred and shall be due and payable by the Affiliate when due by the Sponsor.

15.3 Sponsor Fee

- 15.3.1 The Affiliate shall pay to the Sponsor the amounts specified in Attachment D, Sponsor Fees, attached hereto and as subsequently amended, to cover its costs of administering this Agreement and performing the other support activities described in this Agreement including but not limited to staff training, ordering and delivering ORCA Equipment, processing repair/replacements of ORCA Equipment, providing device connection, revenue apportionment and ridership reports. The Sponsors Fees shall be pro-rated for the first and last years of ORCA Implementation if not in service for a full year. The Sponsor Fee shall be invoiced quarterly.
- 15.3.2 Not later than August 31 of each year, the Sponsor and the Affiliate shall sign a written amendment of Attachment D Sponsor Fees for the next calendar year. Unless the Parties agree otherwise, if an amended Attachment D is not signed by August 31, the Affiliate shall be deemed to have indicated that it is unwilling to extend this Agreement and this Agreement shall expire on December 31 in accordance with Section 2.0.

15.4 Allocation of ORCA Revenue

- 15.4.1 The Sponsor shall pay to the Affiliate the ORCA revenue allocations the system assigns to the ORCA Boardings on the routes/service described in Attachment A, or subsequent amendments thereto. Said allocations, and the times when they are determined and payable, are described in Attachment E, Revenue Allocation, attached hereto, or subsequent amendments thereto.
- 15.4.2 The payment of ORCA revenue to the Affiliate shall be based solely on the data produced by the ORCA System. The Affiliate understands and agrees that it will not receive any revenue allocation for ORCA transactions occurring on the Affiliate's routes/service if data about such transactions is not collected and successfully transmitted within seven (7) days of collection, whether due to failure of a customer's ORCA Card, failure of the ORCA Equipment, customer failure to load value, operator error or any other reason, known or unknown.

15.5 Invoicing of Affiliate Payments

- 15.5.1 The Sponsor shall provide Affiliate with a quarterly invoice that itemizes the payments due to the Sponsor under Section 15.1.2, Section 15.2 and Section 15.3.
- 15.5.2 In the fourth quarter of each calendar year, the Fiscal Agent shall provide Affiliate with an invoice for the Annual Participation Fee under Section 15.1.1.
- 15.5.3 All payments under this Section shall be paid within thirty (30) days of the date of the invoice.

16.0 ORCA SYSTEM SUBJECT TO CHANGE

The ORCA Agencies seek to continually improve and enhance the ORCA System. The Affiliate understands and agrees that aspects of the ORCA System may be changed, suspended or terminated from time to time without agreement by the Affiliate, subject to the Affiliate's right to terminate this Agreement for convenience in accordance with Section 21.0.

17.0 ORCA REGIONAL DAY PASS

The Affiliate may opt out of the regional day pass if 1) the next gen ORCA technology allows it and 2) all transit agencies allow the ability to opt-out via policy. All transit agencies participating in ORCA would need to agree to this change in policy.

18.0 EVENT FARES

The Sponsor will make a good faith effort to deliver by June 1, 2020, options for the Affiliate to charge an event fare for ORCA riders. The Affiliate understands that implementation of such a fare may be contingent on approval by the Joint Board and that if ORCA system changes are required, then the Affiliate will be responsible for paying for those changes.

19.0 DISCRIMINATION PROHIBITED

The Affiliate shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, gender identity or expression, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation services, use of the ORCA System or the performance of any acts under this Agreement. The Affiliate shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

20.0 INSURANCE

Insurance coverages, if required of the Affiliate, are specified in Attachment H Insurance Requirements, attached hereto.

21.0 NOTICES

Each Party shall identify a designated ORCA representative for purposes of sending and receiving inquiries and notices regarding this Agreement. The list of designated representatives is made a part of this Agreement as Attachment A Service Description. Each Party shall immediately notify the other Parties of any changes to its designated representatives' contact information.

Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the other Party's designated ORCA representatives, as specified in Attachment A, or to the last person and address provided by a Party in accordance with this Agreement. All inquiries and notices shall be deemed received one (1) business day after being emailed and three (3) business days after hard copy mailing.

22.0 FORCE MAJEURE

Either Party shall be excused from performing its obligations, except as otherwise provided, under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; acts of terrorism; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented

to the other Party, and provided further that such non-performance is beyond the control and is not due to the breach, fault or negligence of the Party not performing.

In no event, however, shall this provision eliminate the obligation to make payments in accordance with this Agreement.

23.0 TERMINATION, EXPIRATION AND CLOSE-OUT OF AGREEMENT

23.1 Each Party may terminate this Agreement, in whole or in part, for any or no reason including but not limited to its convenience; provided, however, the Party terminating the Agreement shall provide the other Party at least one hundred twenty (120) calendar days' advance written notice of intent to terminate. Such termination shall designate an effective date at the end of full month that is at least 120 days after the notice is received.

Provided, however, either Party may terminate this Agreement on an expedited basis in the event the other Party fails to comply with a material provision of the Agreement, including but not limited to the payment and security provisions. To terminate this Agreement on an expedited basis, the terminating Party shall serve a Notice of Termination by certified mail (return receipt requested), or other delivery service capable of providing a receipt, on the defaulting Party setting forth the manner in which the defaulting Party is in material breach at least 30 days before the effective date of termination. The defaulting Party shall have ten (10) days to cure the default. If within that time the defaulting Party has not cured the default or provided a plan to cure the default acceptable to the terminating Party, the termination shall take effect on the date specified in the Notice of Termination.

23.2 In the event a Party provides a termination notice or provides notice under Section 2.0 that it is unwilling to extend this Agreement, the following close-out provisions shall apply.

23.2.1 The Affiliate and the Sponsor shall develop a cessation plan for all activities necessary to end the use of the ORCA System on Affiliate's service/routes. The cessation plan shall address at a minimum the plans and schedules for the following:

23.2.1.1 Implementing any changes to the ORCA System.

23.2.1.2 Communications program for Affiliate's customers and any Business Accounts and sales locations that may be affected.

23.2.1.3 Training of the ORCA Agencies' call center staff and the Affiliate's customer service staff.

23.2.1.4 Removal of ORCA-related signage.

23.2.1.5 Final inventory and return of all ORCA Equipment to the Sponsor.

23.2.2 The Affiliate shall be responsible for all of its own costs arising from any termination or expiration of this Agreement.

23.2.3 Through and including the end of the month that is the effective date of any termination or expiration, the Affiliate shall remain responsible for paying the applicable ORCA Participation Fee, Sponsor Fee, share of ORCA Program Regionally-shared Costs and reimbursements as provided in Section 15.0. In addition, the Affiliate shall be responsible for reimbursing the Sponsor and the ORCA Agencies for (i) any costs they incur to implement the cessation plan beyond the activities covered by the monthly fees; and (ii) any actual payments made to the

ORCA Contractor or any other third party in connection with removing the Affiliate from the ORCA System.

24.0 EXCLUSION OF WARRANTIES

THE ORCA SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SYSTEM IS AT THE AFFILIATE'S SOLE DISCRETION AND RISK.

BY WAY OF EXAMPLE AND NOT LIMITATION, THE ORCA AGENCIES AND EACH OF THEM SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:

- A. THE AFFILIATE'S USE OF THE ORCA SYSTEM WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
- B. ANY INFORMATION OBTAINED BY THE AFFILIATE AS A RESULT OF USING THE ORCA SYSTEM WILL BE ACCURATE AND RELIABLE; AND
- C. ANY USE OF THE ORCA EQUIPMENT WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.

TO THE EXTENT PERMITTED BY LAW, THE ORCA AGENCIES AND EACH OF THEM DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE ORCA AGENCIES OR THE ORCA SYSTEM SHALL CREATE ANY WARRANTY.

25.0 LEGAL RELATIONS

25.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. The Affiliate and each of the ORCA Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

25.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

25.3 Indemnification

- 25.3.1 The Affiliate shall protect, defend, indemnify and save harmless the ORCA Agencies (including the Sponsor), and each of them, from any and all claims, demands, suits, actions, damages, expenses (including attorneys' fees and related costs whether or not litigation is commenced) and liabilities of any kind arising out of or in connection with the intentional or negligent acts or omissions of the Affiliate, its elected officials, officers, officials, employees, agents, subcontractors, and employees of subcontractors in: (a) the performance of the Affiliate's obligations

under this Agreement; or (b) the provision of the Affiliate's transportation service described in the Attachment A to this Agreement.

- 25.3.2 Subject to the exclusions and limits provided herein, the Sponsor shall protect, defend, indemnify and save harmless the Affiliate from any and all claims, demands, suits, actions, damages, expenses (including attorneys' fees and related costs whether or not litigation is commenced) and liabilities of any kind, arising out of or in connection with the intentional or negligent acts or omissions by the Sponsor, its elected officials, officers, officials, employees, agents, subcontractors, and employees of subcontractors in the performance of the Sponsor's obligations under this Agreement.
- 25.3.3 Each Party agrees that its obligations under this Section 23.3 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 25.3.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

25.4 LIMITATION ON LIABILITY

NEITHER THE ORCA AGENCIES, INCLUDING THE SPONSOR, NOR THE AFFILIATE SHALL BE LIABLE FOR, AND EACH PARTY HOLDS THE OTHER (AND AFFILIATE HOLDS THE OTHER ORCA AGENCIES) HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY A PARTY UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.

25.5 Affiliate shall protect, defend, indemnify and save harmless the ORCA Agencies, their elected officials, officers, officials, employees, and agents against claims, demands, suits, actions, damages, or liability (collectively "Claims") for labor protections provided to the other Affiliate's transit employees or contractors under 49 U.S.C. 5333(b) that are based upon an ORCA Agency's 13(c) agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the service provided under this Agreement. The obligation to indemnify shall apply whether brought under an ORCA Agency's or the Affiliate's 13(c) agreement, or both.

25.6 Governing Law and Forum. This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws and provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in King County. The Affiliate hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions regarding this Agreement in other forums.

25.7 Each Party agrees that a Party's failure to exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law will not be deemed to be a waiver or modification of any rights and remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. A waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default and a waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach.

25.8 The provisions of sections 13, 15, 21, 22, 23 and 25 shall survive any expiration or termination of this Agreement to the extent related to any acts or omissions occurring, or any costs or revenue incurred, prior to the date the expiration or termination took effect.

26.0 USE OF ORCA NAME AND LOGOS

The Affiliate understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. Any materials developed by the Affiliate referencing the ORCA System or ORCA services must be reviewed by the Sponsor prior to publication to ensure compliance with rules and guidelines established by the ORCA Agencies and provided by the Sponsor.

27.0 MAINTENANCE OF RECORDS, RIGHT OF ACCESS TO RECORDS

For a period and not less than six years from final payment of funds under this Agreement, each Party shall establish and maintain accounts, and keep records and documents, as required by state law and grant provisions. Any accounts, records and documents related to matters under this Agreement shall be subject to inspection, review or audit by each Party and its auditors.

28.0 ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other Parties' prior written consent.

29.0 MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.

30.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire Agreement between the Parties. No oral agreements or modifications will be binding on the Parties and all changes to this Agreement shall be effective only upon a written amendment being signed by all the Parties. Provided, however, Attachments A, B, C, and D may be amended by written amendments signed by the Affiliate and the Sponsor on behalf of all ORCA Agencies.

31.0 SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

32.0 AUTHORITY TO EXECUTE

Each party to this Agreement represents and warrants that: (a) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (b) the person(s) executing this Agreement below on the Party's behalf is/are duly authorized to do so and that the signatures of such person(s) is/are legally sufficient to bind the Party hereunder.

33.0 COUNTERPARTS

This Agreement may be executed in counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the space provided below.

King County

By: _____

John Resha
Assistant General Manager

Date: 9 Sep 19

City of Seattle

By: _____

Robert Nellams
Seattle Center Director

Date: 8/29/19

ATTACHMENT A
Service Description

1. Sponsor: King County Metro
2. Affiliate Agency (and Subcontracted service operator, if applicable): City of Seattle and Subcontractor: Seattle Monorail Services
3. Initial Term of Agreement: Date of execution through 12/31/22.
4. Sponsor's Contact Person: Sunny Knott, 206-477-5812, sunny.knott@kingcounty.gov
5. Affiliate's Contact Person for emergency response pursuant to Section 5.1.4: Megan Ching, Seattle Monorail Services, 425-246-9368, meganc@seattlemonorail.com
6. Affiliate's Contact Person for notices pursuant to Section 19: Denise Wells, City of Seattle, Seattle Center Department, denise.wells@seattle.gov, 206-643-5814
7. Affiliate Agency's Rider Information Phone number: 206-905-2620
8. Affiliate Agency's Website: seattlemonorail.com
9. Description (including type, route numbers, quantity, etc.) of Affiliate's service for which the ORCA System will be used: Monorail service from Seattle Center to Westlake. One route, or two if applicable, will be set up in King County fare tables.
10. Transfer points with ORCA Agency services: All ORCA agency services
11. Sponsor's route number(s) for Affiliate's service: 91
12. Existing fare products, including business account products, to be accepted on Affiliate's service: All ORCA products accepted by King County Metro
13. New fare products to be accepted on Affiliate's service (note RFI, CR, CO or Amendment number): n/a
14. Transfer rules and credits (note RFI, CR, CO or Amendment number if changes requested): All existing King County Metro transfer rules apply
15. Fare payment rules (tap on and/or tap off, round trip or single trip): Tap on, single trip

ATTACHMENT B
ORCA Equipment and Data Communications

Equipment specific to Affiliate service.

1. ORCA Equipment licensed by Sponsor (type and quantity): 8 Portable Fare Transaction Processors (PFTPs). Chargers, docking stations and operator cards sufficient to support these devices.
2. ORCA Equipment location: PFTPs will be secured at the Monorail offices at Seattle Center or in the ticket booths operated by the Monorail.
3. Description of data communications method and equipment (including location and Party responsible for provision, operation and maintenance): Data will be transmitted wirelessly from a router located in the Monorail office at Seattle Center to the King County tunnel to the Vix backend.
4. Data acquisition computer (DAC) location: King County Sabey Center in Tukwila

ATTACHMENT C
Schedule of Regional Costs and Fees

1.0 Calculation of Affiliate's Annual Participation Percentage

- 1.1 The Affiliate Participation Percentage shall be calculated as follows:
$$(\text{Affiliate ORCA Boardings}) \div (\text{Regional ORCA Boardings}) = (\text{Affiliate Participation Percentage})$$

For example, if Affiliate ORCA boardings were 50 and total Regional ORCA boardings were 10,000, the Affiliate Participation Percentage would be: $50 / 10,000 = .5\%$

- 1.2 Assuming launch at September 2019 service change, Affiliate Participation Percentage will be calculated annually as per the table below:

Budget Year:	Affiliate Participation based on actual ORCA boardings:
2019	from launch – 12/31/2019
2020	from 10/1/2019 – 9/30/2020
2021	from 10/1/2020 – 9/30/2021
2022	from 10/1/2021 – 9/30/2022
2023	quarter to quarter as needed

Note: The October thru September timing is aligned with the 4th quarter invoicing schedule for the Annual Participation Fee, so a full year's worth of data can be used to calculate the Affiliate Participation Percentage.

2.0 Annual Participation Fee

- 2.1 The Affiliate shall pay an Annual Participation Fee calculated as follows:

$$(\text{Regional Project Cost}) \div (11 \text{ years useful life of system}) \times (\text{Affiliate Participation Percentage}) = (\text{Annual Participation Fee})$$

For example, if the Annual Participation Percentage was .5%, the Annual Participation Fee would be: $\$49,000,000 / 11 = \$4,454,545 \times .005 = \$22,273$

- 2.2 The Annual Participation Fee will be charged to the Affiliate retroactively to the initial use of ORCA equipment and pro-rated for the first year if ORCA equipment is not in active service for a full twelve (12) months.
- 2.3 The Fiscal Agent will bill the Affiliate once a year in the fourth quarter retroactively for the prior twelve (12) months as shown in the table below. In the start-up year the Affiliate will be billed in December 2020 for the appropriate portion of 2019 plus the 2020 service period.

Service period:	Affiliate billed:
Launch – 9/30/2020	December 2020
10/1/2020 – 9/30/2021	December 2021
10/1/2021 – 9/30/2022	December 2022
10/1/2022 – 12/31/2022	Quarter 1 2023
2023	quarter to quarter as needed

3.0 Annual Regional Operating Costs

- 3.1 The Affiliate shall pay its percentage share of the actual Regional Operating Costs calculated as follows:

$(\text{Total Annual Regional Operating Costs} * \text{Actual KCM Share of the Annual Regional Operating Costs}) * (\text{Affiliate Percentage of Metro Boardings}) = \text{Affiliate's Annual Share of Regional Operating Costs.}$

Affiliate Percentage of Metro Boardings equals Affiliate Annual ORCA boardings divided by Metro Annual ORCA Boardings. For example, if Affiliate Annual ORCA boardings were 50 and Metro Annual ORCA Boardings were 5,000, the Affiliate Participation of Metro Boardings would be: $50 / 5,000 = 1\%$

And, continuing the example, if the Affiliate Percentage of Metro Boardings was 1% and the approved Operating Budget was fully expended, the Affiliate's Annual Share of Regional Operating Costs for 2019 would be: $(\$11,678,275 * 61.95\%) * 1\% = \$72,347.$

- 3.2 The Affiliate's share of the actual Annual Regional Operating Costs will be charged retroactively to the date of ORCA Implementation. The Affiliate's Annual Share of Regional Operating Costs will be billed quarterly and pro-rated for the first quarter if ORCA equipment is not in active service for a full quarter.
- 3.3 The Sponsor will bill the Affiliate once a quarter retroactively for the prior quarter. For example, for the service period from Launch thru 12/31/2019, Affiliate will be billed in March 2020.

ATTACHMENT D
Sponsor Fees

Startup Costs

System	\$2,660
Equipment	\$3,976
Staff	\$25,600
Total Startup	\$32,236

Annual Costs - 2019

Customer, Communications and Services share	\$42,279
General Overhead	\$3,697
PFTP repair + cellular connection	\$5,293
Total Ongoing	\$51,269

ATTACHMENT E

Revenue Allocation

1.0 Revenue Allocation

Revenue will be calculated at the end of each month for disbursement to the Affiliate. In general ORCA boarding information is available in the system as follows:

1.1 For boardings using E-purse, final data is available 60 days after the end of the month in which trips were taken. The ORCA Boardings by Product Report will be used to provide the apportioned value that will be disbursed to the Affiliate.

1.2 For boardings using an ORCA Pass Product, final data is available sixty (60) days after the end of the month in which trips were taken. The ORCA Boardings by Product Report will be used to provide the apportioned value that will be disbursed to the Affiliate.

1.3 For boardings using an ORCA Regional Passport, revenue distribution to the City will be phased to follow revenue collection by the ORCA Agencies.

Passport agreements are priced based on the previous 12 months of actual boardings activity. Passport agreements each have a unique renewal schedule and are renewed throughout the year. At approximately 4 months after the Affiliate begins using ORCA equipment, Passport agreements will begin to have Affiliate trips included in the pricing analysis. Pricing for Passport agreements will incorporate additional Affiliate ridership data as it becomes available in the ORCA system.

Revenue distribution will be determined based on the Institutional Transfer Summary Report. 60 days following the month Passport agreements begin to incorporate Affiliate trips and for all future months, the data analyst will run the Institutional Transfer Summary Report to determine the apportioned value to be disbursed to the Affiliate. For the first month during which pricing begins to be incorporated, the Affiliate will be allocated 1/12 of the revenue shown in the report, 2/12 in the second month, 3/12 in the third month and so on. Until approximately 18 months after ORCA Implementation, the Affiliate will be allocated 100% of the Affiliate's revenue shown in the report.

For example, if Affiliate service begins in September 2019, then Affiliate boardings will begin to be incorporated into the Passport agreements in February 2020. 60 days following the end of February 2020, the Institutional Transfer Summary Report will be available to run. Then the Sponsor follows the process outlined in 1.4 of this attachment to provide the revenue to the Affiliate.

In addition, during the initial 18 month transition to 100% revenue distribution for Passport, the Sponsor will provide revenue to the Affiliate based on boardings that include a transfer to or from King County Metro service. This will begin 60 days after the end of the first month in which fares begin to be collected. This revenue, which KCM receives upon ORCA Implementation, will be shared with the Affiliate based on ORCA apportionment rules. This revenue sharing will decrease over time as Passport contracts are renewed and revenue distribution increases. For the three months (the first may be a partial month) following ORCA Implementation, the Affiliate will be allocated 12/12 of the share of transfer boardings. For the first month during which pricing begins to be incorporated, the Affiliate

will be allocated 11/12 of the share of the transfer boardings, 10/12 in the second month, 9/12 in the third month and so on. Until approximately 18 months after ORCA Implementation, the Affiliate will be allocated 0% of the share of transfer boardings.

1.4 The Sponsor will transfer revenue to the Affiliate approximately 30 days from the data being pulled. For example, ridership data for January will be available April 1st. The data analyst pulls reports and provides draft revenue distribution for review by the Sponsor contact person identified in Attachment A. After review and approval, the Sponsor contact person will forward the spreadsheet to KCM finance staff for processing.

ATTACHMENT F

ORCA-Related Customer Services

1.0 Written Information and Signage

1.1 Sponsor shall provide, and the Affiliate shall distribute from its customer assistance offices, current versions of the following:

- a. General ORCA orientation/promotion materials produced by the ORCA Agencies from time to time.
- b. Rider Alerts produced by the ORCA Agencies from time to time.

1.2 Subject to prior written approval by the Sponsor and compliance with applicable design specifications adopted by the ORCA Agencies, the Affiliate, at its sole expense, may produce and disseminate its own ORCA-related information/promotion material and signage for use on Affiliate's vehicles, facilities, boarding zones, and customer assistance offices.

2.0 Websites

2.1 Subject to prior written approval by the Sponsor and compliance with applicable design specifications adopted by the ORCA Agencies, the Affiliate may refer to use of ORCA cards on its website and may include links to the ORCA websites.

2.2 The ORCA Agencies may include on the ORCA websites a reference to the Affiliate's routes/service covered under this Agreement.

3.0 Sales of ORCA Cards and ORCA Products

The ORCA Agencies shall sell ORCA cards and ORCA Products to Affiliate's customers using the methods and facilities as are generally available. The Affiliate shall not sell ORCA cards or ORCA products.

4.0 Customer Calls and Emails

Calls and emails related to the use of the ORCA cards on authorized Affiliate's routes/service will be handled by the Sponsor in accordance with their established processes.

5.0 Retail Revalue Network

Establishing a Retail Revalue location within the Affiliate's service area is subject to availability of necessary equipment and prior written approval by the ORCA Agencies.

ATTACHMENT G

Security Requirements

1. The Affiliate shall cooperate with, and participate in, any ORCA security-related reviews and investigations, including but not limited to self-assessments and reviews conducted by ORCA Agencies, auditors, outside consultants, insurance providers and the ORCA Contractor and its auditors, contractors and consultants. Such cooperation includes, but is not limited to, allowing access to the Affiliate's facilities and records.
2. The Sponsor will notify the Affiliate of any potential changes to the ORCA Agencies' Security Plan that could apply to the Affiliate's use of the ORCA System.
3. When not being used, ORCA Equipment shall be secured in areas that restrict physical access to individuals whose job responsibilities require access and who are documented as being permitted to access those areas. This access must be restricted using keys or equivalent access systems that limit access to authorized individuals. Documentation must be maintained by Affiliate indicating individuals having access to such areas. Affiliate's staff person responsible for technology security administration shall review such access lists on not less than a quarterly basis.
4. The Affiliate shall perform an annual inventory that includes a count of all ORCA Equipment units that contain Secure Access Modules (SAMs), including those that are not in production such as training equipment and spare equipment.
5. Sponsor will provide, and the Affiliate shall review, the Device Connections Report daily on business days.
6. The Affiliate shall investigate non-reporting devices, any discrepancies identified in the periodic inventory and any other suspected security incident. The Affiliate shall submit a Security Incident Report to the Sponsor within two (2) hours after detecting that a unit of ORCA Equipment appears to be missing or was tampered with, or that some other risk is posed to the ORCA System's security. The Affiliate shall attempt to collect evidence regarding what caused the security incident, and if applicable, who was responsible for the Security Incident. Affiliate shall report its findings to the Sponsor.
7. Subject to public disclosure laws and regulations, any information regarding security incidents shall be coordinated with Sponsor before distribution to the public.
8. The Affiliate shall ensure that any network cabling connected to ORCA System network segments is restricted to secure spaces that are not readily accessible from public areas.
9. Sponsor will manage user access and resetting passwords for ORCA Affiliate staff. ORCA Affiliate will submit an email request to Sponsor's Network Administration Specialist when these tasks are needed.
10. The Affiliate shall maintain separation of duties among information technology staff operating the ORCA System in order to mitigate potential for fraud.

ATTACHMENT H

Insurance Requirements

The Affiliate maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The parties acknowledge, agree, and understand the Affiliate is self-funded for all of its liability exposures for this Agreement. The Affiliate agrees to provide the Sponsor with at least thirty (30) days' prior written notice of any material change in the Affiliate's self-funded insurance program and will provide the Sponsor with a letter of self-insurance as adequate proof of coverage, if the Sponsor so requests.

EMERGENCY ADDENDUM
to the
AMENDED AND RESTATED MONORAIL SYSTEM CONCESSION AGREEMENT

This **Emergency Addendum to the Amended and Restated Monorail System Concession Agreement** (“**Addendum**”) is made as of the Effective Date (defined below) by and between **The City of Seattle** (the “**City**”) operating through its Seattle Center Department (the “**Seattle Center**”) and its Director of Seattle Center (“the **Director**”) and **Seattle Monorail Services, LLC** (the “**Concessionaire**”). The City and the Concessionaire are referred to in this Addendum individually as a “**Party**” and collectively as “the **Parties**”.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

A. Recitals

This Addendum is made with reference to the following facts:

1. The Seattle Center Monorail System (the “**Monorail**”) is a public transportation system owned by the City and managed under the jurisdiction and oversight of the Seattle Center.
2. The Monorail is operated and maintained by the Concessionaire under that certain Amended and Restated Monorail System Concession Agreement between the City and the Concessionaire dated October 7, 2019 (the “**Concession Agreement**”).
3. On February 29, 2020, Governor Jay Inslee proclaimed a state of emergency within the State of Washington due to COVID-19 caused by the novel coronavirus and on March 3, 2020, Seattle Mayor Jenny Durkan issued a Mayoral Proclamation of Civil Emergency in the City of Seattle due to the COVID 19 disease.
4. Additionally, the World Health Organization (“**WHO**”) declared a state of pandemic due to the COVID-19 disease (the “**Pandemic**”), which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly.
5. As a result of the Pandemic, the Governor has issued numerous orders for the protection of public health, including the “**Stay Home – Stay Healthy**” Order and subsequent phased re-opening orders.
6. As a result of the Pandemic and associated governmental and public health orders, the Seattle Center and the Concessionaire suspended Monorail operations on March 17, 2020. The Parties acknowledge that the Pandemic is a Force Majeure event (as defined in Article XXIX of the Concession Agreement) of uncertain duration, and as such, the closure and reduced hours were agreed upon in writing by the Parties prior to the

Effective Date consistent with the Concession Agreement. Any future suspensions of obligations under the Concession Agreement are subject to all applicable terms of Article XXIX.

7. The Monorail is an important transportation link between Seattle Center and the regional transit hub at Westlake. It provides transportation for workers who are deemed essential and provides transportation that is critical for resumption of economic and cultural activity.
8. The Parties mutually agreed to resume Monorail services on May 28, 2020, with reduced services and consistent with public health guidance to protect the health of the traveling public, all of which has resulted in unanticipated operating expenses as well as a substantial reduction in revenue that would normally cover fixed and routine operating expenses.
9. The City has applied for and received a CARES Act grant - CARES Act FY 2020 – Section 5307 Monorail Operations for the City of Seattle (the “**Grant**”), in the amount of \$1,605,801, all on the terms provided in the Grant agreement.
10. The Parties mutually wish to make temporary adjustments to the Concession Agreement in order to help mitigate adverse impacts of the Pandemic on Monorail services and operations, with the City utilizing the Grant to reimburse Concessionaire for net operating costs (costs after subtracting revenue) due to a precipitous drop in ridership and revenue attributable to the Pandemic, all for the purpose of retaining readiness for the resumption of full performance of the Monorail and for the purpose of maintaining critical transportation services in accordance with public health requirements during the Pandemic.

B. Effective Date; Term.

This Addendum shall be effective on the date when signed by an authorized representative of each party (“Effective Date”) and shall continue for a term that automatically expires when all Eligible Operating Expenses reimbursable under the Grant and Section C have been reimbursed to Concessionaire, unless this Addendum is extended in writing signed by both parties.

C. Reimbursable Operating Expenses

For the term of this Addendum, the City will utilize Grant funds to reimburse the Concessionaire for its Eligible Operating Expenses up to a total of \$1,292,801. If the City’s Eligible Operating Expenses reimbursed under the Grant are less than \$313,000, the City will reimburse any additional Eligible Operating Expenses of Concessionaire up to the Grant amount less the total amount of Grant reimbursements to the City. As used in this Addendum, “Eligible Operating Expenses” are operating expenses that must meet the following conditions: (i) the expenses must be actual operating expenses and net of revenue, (ii) must not be expenses reimbursed through any other federal or governmental source, including but not limited to the forgiven portion of

Paycheck Protection Program (“PPP”) loans received by the Concessionaire or any FEMA funds, and (iii) the expenses must have been incurred on or after March 1, 2020. Attached Exhibit A includes the initial list of Eligible Operating Expenses. Additional operating expenses determined to comply with FTA eligibility requirements for CARES Act funding may be authorized as Eligible Operating Expenses. If the FTA determines any operating expenses identified on Exhibit A are not eligible, they will be excluded from Eligible Operating Expenses available for reimbursement under the Emergency Addendum. Additionally, unforgiven PPP loan amounts may be Eligible Operating Expenses provided the unforgiven amount of the PPP loan was used to pay an operating expense that otherwise meets the conditions for an Eligible Operating Expense.

D. Treatment of Grant Funds Under Concession Agreement

As used in this Addendum, “COVID Relief Funds” means: (i) Grant funds disbursed to Concessionaire under this Agreement, (ii) forgiven amounts of PPP loans received by Concessionaire, and (iii) other federal or governmental funding provided to Concessionaire for COVID 19 relief. COVID Relief Funds received by Concessionaire shall be recorded as “other income” and shall not be recorded as “Concessionaire’s Operating Revenue” as defined under the Concession Agreement for purposes of calculating the IRA or Concessionaire Management Fee. However, COVID Relief Funds shall be included as income or revenue for purposes of calculating “Net Operating Income” and offsetting any operating losses or cumulative negative Monorail Net Operating Income for purposes of Section VIII.B of the Concession Agreement.

E. Staffing, Hours, Operations, Order of Priority

For the term of this Addendum, SMS will maintain the staffing to the extent feasible to preserve operations and readiness. The City acknowledges that Concessionaire is not operating the Monorail according to the schedule required under the Concession Agreement. The parties agree to make best efforts to agree upon the Monorail operating schedule for the duration of this Addendum. Additionally, the Parties agree that if there are any provisions of this Addendum that conflict with the Grant, the requirements of the Grant shall govern. The parties agree to work in good faith to meet all requirements under the Grant and to amend this Addendum if necessary, for Grant compliance.

F. Time and Manner of Payment

The Concessionaire will submit reimbursement requests for Eligible Operating Expenses by invoice to Seattle Center monthly in arrears. Concessionaire’s first monthly invoice will include all accrued Eligible Operating Expenses beginning with March 1, 2020 through the end of the calendar month of the monthly accounting period most recently closed preceding the date on which the invoice is submitted. After the first monthly invoice, Concessionaire’s monthly invoice will include Eligible Operating Expenses for the prior closed monthly accounting period. Invoices shall include, in a mutually agreed format, a summary and detailed itemization noting expense details and eligibility of the reimbursement request with supporting documentation such as vendor invoices, employee timesheets and/or payroll information, a summary of life to date expense reimbursement requested, and such other information as Seattle Center may request to

comply with Grant requirements. Invoices shall be accompanied by a signed statement from Concessionaire stating that the Eligible Operating Expenses submitted for reimbursement have not been reimbursed by any other federal or governmental source. Seattle Center will make payment for all properly invoiced and approved Eligible Operating Expenses within thirty (30) days of the date of invoice. In the event Seattle Center disapproves specific expenses submitted as Eligible Operating Expenses in a monthly invoice, Seattle Center shall pay any undisputed amounts covered by the invoice and shall notify Concessionaire in writing of the basis for disapproving any expenses submitted by Concessionaire for reimbursement. The Parties' representatives shall promptly meet and work in good faith to resolve any dispute regarding any expense that is submitted by Concessionaire as an Eligible Operating Expense and rejected by City. If the Parties are unable to resolve any dispute regarding an Eligible Operating Expense, the City shall resolve the dispute using good faith and reasonable discretion.

G. City Payments Limited to Grant Funds; Indemnity

The City's obligation to reimburse the Concessionaire for Eligible Operating Expenses under this Addendum is limited to the amount of FTA funds provided under the Grant. In no event shall the City be responsible for any additional operating expenses that are not City's obligation under the Concession Agreement and that are not reimbursed under the Grant. If the federal government disallows and demands repayment of any operating expenses reimbursed by the City under this Addendum, then upon written notice from the City the Concessionaire shall defend and indemnify the City to the extent the expenses are deemed ineligible due to Concessionaire's receipt of other federal funds reimbursing the same expense or for any other amount that is disallowed under the Grants. The provisions of this Article G. shall survive expiration or termination of this Addendum.

H. Audit.

In addition to the record retention and audit requirements under the Concession Agreement, the Concessionaire shall retain and provide all records relating to any amount reimbursed under this Addendum and shall comply with any audit requirements under the Grant. The provisions of this Article H. shall survive expiration or termination of this Addendum.

I. Continued Effect of the Concession Agreement

Except as expressly provided in this Addendum, the Concession Agreement remains in full force and effect without modification, waiver, or amendment. The recitals are part of this Addendum. If there is a conflict between this Addendum and the Concession Agreement, this Addendum shall govern for the duration of the term of this Addendum with respect to the matters herein and thereafter the Concession Agreement shall govern. This Addendum and the Concession Agreement are the entire agreement between the Parties regarding the subject matter of this Addendum. This Addendum may be executed in counterparts, each of which taken together shall be deemed a fully executed Addendum.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their respective authorized representative sign his/her name in the appropriate space below:

CONCESSIONAIRE: **SEATTLE MONORAIL SERVICES LLC**

By 

Its Managing Director

Date November 24, 2020

CITY: **THE CITY OF SEATTLE**

By 

Its Director, Seattle Center

Date November 24, 2020

**EMERGENCY ADDENDUM
to the
AMENDED AND RESTATED MONORAIL SYSTEM CONCESSION AGREEMENT**

Exhibit A

Eligible Operating Expenses

Operating expenses are those costs necessary to operate, maintain, and manage the Monorail system.

For purposes of the Emergency Addendum some of the City's and Concessionaire's operating expenses are eligible for CARES Act reimbursement consistent with Federal Transit Authority guidance and Federal regulations. "Eligible Operating Expenses" has the meaning provided in the Emergency Addendum.

1. The City's Eligible Operating Expenses include ORCA Card fees, including King County sponsorship fee, operating expenses, and annual participation fees.
2. Concessionaire's operating expenses are generally allowable as Eligible Operating Expenses, but under current FTA guidance and Federal regulations certain operating expenses are not allowable. These unallowed expenses include:
 - a. Staff wages, taxes and associated benefits expended for advertising and public relations purposes.
 - b. Advertising and sponsorship, except for employee recruitment advertising
 - c. Irrevocable Renewal Account accruals
 - d. Accruals to the City Services Fund, although expenses from the City Services Fund are eligible operating expenses
 - e. Equipment with a useful life of greater than one year and costing \$5,000 or more
 - f. Certain consultant and professional services depending on the purpose of the service (the cost of professional and consultant services rendered by persons who are members of a particular profession or possess a certain skill whose services are necessary for operation of the Monorail system such as legal, accounting, and engineering services are generally allowable)
 - g. Company Activities if for entertainment, including amusement, diversion, and social activities
 - h. Dues and subscriptions for organizations engaged in lobbying. Dues and subscriptions for civic, community and social organizations are eligible only with FTA approval (membership dues and subscriptions for business, technical, and professional organizations are generally allowable)

No markup or overhead fees may be applied to the expenses.