



Attachment 1: [City of Seattle Title VI Plan \(link\)](#)



## Attachment 2: Title VI Complaints (2020-2023)

Charge Filed	Case Type	Issue	Basis	Outcome
01/25/2021	City Employment	Failure to Hire	Race	No Reasonable Cause
06/15/2022	City Employment	Failure to Hire	Race	No Reasonable Cause
03/08/2023	City Employment	Different Treatment	Race	No Reasonable Cause
04/13/2023	City Employment	Different Treatment	Race	Open
07/28/2023	City Employment	Different Treatment	Race	Open
11/01/2023	City Employment	Failure to Hire	Race	Open

2020 Type of Case	Race	National Origin	Color
City Employment	0	0	0
Public Accommodations	0	0	0

2021 Type of Case	Race	National Origin	Color
City Employment	1	0	0
Public Accommodations	0	0	0

2022 Type of Case	Race	National Origin	Color
City Employment	1	0	0
Public Accommodations	0	0	0

2022 Type of Case	Race	National Origin	Color
City Employment	4	0	0
Public Accommodations	0	0	0



Attachment 3: [Race & Social Justice Strategic Plan \(link\)](#)



Attachment 4: [City of Seattle Anti-Discrimination Policy \(link\)](#)



Attachment 5: [Title VI Sample Posting on Seattle Streetcar and Seattle Monorail \(link\)](#)



## Attachment 6: SDOT Public Involvement Plan (PIP)

**[PROJECT NAME]**

## **PUBLIC INVOLVEMENT PLAN**

Updated [Month, Day, Year]

**PUBLIC INVOLVEMENT PLAN PURPOSE:** The purpose of this plan is to support staff in being intentional as we plan for community engagement on a project. It builds in equity considerations and levels of public participation, so efforts are tailored to what best fits a community. This plan is meant to lay a foundation that is referred to for guiding the project and can be updated as the project progresses. The City adopted [this IOPE \(Inclusive Outreach and Engagement\) guide](#) in 2012 and SDOT adapted that to create this Public Involvement Plan.

**WHO COMPLETES A PUBLIC INVOLVEMENT PLAN?** Almost all projects (and sometimes programs) are expected to have a public involvement plan in the early phases of the project. It's often drafted by the Community Engagement Lead (or the Project Manager or Developer when a Community Engagement Lead is not assigned or in an advisory role) – who gathers input and buy-in from the rest of the team.

**HOW DO I FILL THIS OUT?** The notes in *italics* are meant to guide you in filling this out. You can delete them as you enter in your answers. You can also add sections if you think they're needed.

### **PROBLEM STATEMENT**

*What are the current conditions/problem that this project/program is aiming to address? Feel free to include photos.*

### **BACKGROUND**

*Provide a paragraph of context on the project. Briefly state the project location. Describe the current scenario and benefits of this project. Photos encouraged!*

### **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.*
- *Refer to the SDOT Style Guide for guidance on plain language. Avoid acronyms and jargon.*

### **PROJECT TEAM**

**Project Owner/Sponsor:**

**Project Developer:**

**Project Manager:**

**Community Engagement Lead:**

**Community Engagement support:** *consultant (if applicable)*

**Engineer:**

### **PUBLIC PROJECT CONTACT**

**Email:** *Community Engagement Lead's email or project inbox (if multiple people are monitoring the inbox, it's best to set up an email inbox by submitting a [service request](#) to Seattle IT)*

**Phone:** *Community Engagement Lead’s number or project phone line (if multiple people are monitoring the phone line, it’s best to set up a an evoice account)*

**Webpage:**

**COMMUNITY ENGAGEMENT**

**Spectrum of Public Participation:** *Inform, Consult, Involve, Collaborate, or Empower*

Refer to [this IAP2 \(International Association for Public Participation\) spectrum](#) to guide the level of participation this project falls under. This may change depending on the phase of the project and neighborhoods with historically underrepresented communities would have priority for deeper participation. Visit this Office of Planning and Community Development [Racial and Social Equity Index map](#) to view equity focus areas.)

**IAP2 Spectrum of Public Participation**



IAP2’s Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public’s role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

		INCREASING IMPACT ON THE DECISION				
		INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL		To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
	PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

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**GUIDING RACE AND SOCIAL JUSTICE QUESTIONS**

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

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

## LANGUAGE NEEDS

Using the tools below, list the language needs in the project area:

**Guidance:** Visit the [Office of Immigrant and Refugee Affairs webpage](#) for background and resources.

SDOT projects are required to provide materials and information in non-English languages if 5 (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.

We use the City’s [SmartCat](#) system to translate materials which usually takes 5 business days.

From OPCD (Office of Population and Community Development): [This mapping app](#) provides Census tract-level estimates from the ACS for the shares of population (age 5 and older) who speak the following languages at home: Spanish, Chinese, Vietnamese, African Languages, Tagalog, Korean, and Mon-Khmer. Maps are also provided for the overall share of the population who speak a language other than English and those who say they speak English less than very well.

Hints: The 5-year 2009-2013 estimates in the app provide the widest variety of languages. The Census Bureau has stopped producing this data on most languages at the tract level. Click on a census tract, to get more detail on languages spoken there. ACS estimates can have very large margins of error. Concentrations on these maps are best viewed as general locations of language communities.

## RACE AND SOCIAL JUSTICE ELEMENTS

SDOT recognizes that because of a history of racial and economic oppression, equality and equity are two different things. Rather than reaching out to neighbors in the same ways no matter the neighborhood or demographics (equality), we work to meet neighbors where they’re at and take extra steps to reach people who have a history of being underrepresented in government decision making (equity).

Please consider and list tangible steps the project team intends to take to equitably reach people (if this is a project in a privileged area of Seattle, the outreach can be scaled back so that staff efforts are focused on areas of higher need):

### Partnerships

- *EXAMPLE: Work to develop relationships with neighbors and partner/pay community organizations to collect input from neighbors (Tactic 6.2. of the TEF Implementation Plan: Engage with and compensate BIPOC residents, who are subject matter experts on the consequences of gentrification, to participate in identified SDOT policy and planning efforts before plans, policies and capital projects are developed.)*

- *EXAMPLE: Get to know the other SDOT (and sometimes other City) projects going on in the area so you can connect dots and share a holistic picture with neighbors*

**Events**

- *EXAMPLE: Go to where neighbors are already gathering rather than creating a standalone event*
- *EXAMPLE: If holding a standalone event, choose a venue that’s welcoming, ADA accessible, and reasonably easy to get to by transit (<https://spacelabnw.org/> is a great resource to find local event spaces)*
- *EXAMPLE: Provide translated materials and use plain language and images*
- *EXAMPLE: Hold on-site walks with neighbors so the work is tangible, and neighbors can have a dialogue with you and each other*
- *EXAMPLE: Go door-to-door to meet people in-person and go with interpreters if business owners prefer to speak in a language other than English*

**Materials**

- *EXAMPLE: Include translated text and images; use folded mailers with inviting images rather than letters in envelopes to catch people’s attention*
- *EXAMPLE: Use photos that reflect different races, genders, and abilities*

**Web**

- *EXAMPLE: Develop project webpage with tabs containing translated content and include images that have alt text for screen readers*

**Advertising/Media**

- *EXAMPLE: Run ads in multicultural media outlets ([more info here](#))*

**STAKEHOLDER WORKSHEET**

Use this list to guide who you reach out to and to populate your contact list in [EnviroLytical](#). (EnviroLytical is our contact database. Ask anyone on the outreach team if you need access.)

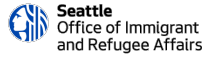
Department of Neighborhoods has [Neighborhood Snapshots](#) which are helpful for developing stakeholder lists.

<b>Audiences</b>	<b>Examples</b>
Adjacent property owners and tenants, including businesses and residents	
Typical users of project area	<i>People walking/biking/driving, freight, people with disabilities, commuters, tourists</i>
District Councils and Councilmembers ( <a href="http://www.seattle.gov/council/meet-the-council">www.seattle.gov/council/meet-the-council</a> )	

Community groups and neighborhood organizations	
Cultural and religious organizations	
Tribes (Tim Reynon is the Tribal Relations Director for Office of Intergovernmental Affairs)	
Chambers of commerce and local business organizations	
City of Seattle Departments	<i>SDOT, Public Utilities, City Light, Department of Parks and Recreation, Fire Department, Police Department, Department of Neighborhoods, Department of Planning and Development</i>
Other agencies	<i>WSDOT, King County Metro Transit, Sound Transit, Community Transit, Port of Seattle</i>
Other transportation/utility companies	<i>Puget Sound Energy, charter bus companies, Amazon/Microsoft/other company shuttles, cruise ships</i>
Universities and institutions	<i>University of Washington, community colleges</i>
Public facilities	<i>Community centers, parks</i>
Schools and childcare facilities	<i>K-12</i>
Hospitals	<i>Harborview, Swedish, and Virginia Medical Centers</i>
Social service organizations and facilities (including those serving people with disabilities)	<i>Boys and Girls Club, Lighthouse for the Blind</i>
Bicycle and pedestrian advocacy groups	<i>Cascade Bicycle Club, Seattle Neighborhood Greenways, Peace Peloton, BikeWorks</i>
City of Seattle Advisory Boards	<i>Bicycle, Pedestrian, Freight</i>
Railroads	<i>BNSF</i>
Major developers/property owners	<i>Vulcan, Clise, etc.</i>
Major employers	<i>Amazon, Microsoft, Boeing, Starbucks</i>
Event Centers	<i>Seattle Center, CenturyLink Field, Safeco Field</i>
Freight	<i>BINMIC</i>
Media Outlets	<i>Seattle Times, PI, Capitol Hill Times, Belltown Messenger, West Seattle Blog, Ballard News Tribune, South Seattle Emerald, The Seattle Medium, La Raza</i>
Populations that may need targeted outreach to due to cultural barriers, language differences, etc.	



## Attachment 7: City of Seattle Ethnic Media List



The information provided by the **Seattle Office of Immigrant and Refugee Affairs (OIRA)** in this **Ethnic Media Directory** is for general information purposes only. OIRA makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information in the directory. If you believe that an organization needs to be added to this list or that any information should be updated, please contact Linh Huynh at [linh.huynh@seattle.gov](mailto:linh.huynh@seattle.gov). Please ensure you have the latest version of this directory by downloading the most current document at: [www.seattle.gov/landaffairs/EMP](http://www.seattle.gov/landaffairs/EMP). OIRA strives to make quarterly updates to this directory. The yellow-highlighted cells indicate that the outlet also publishes or broadcasts in English.

Community	Name (Yellow indicates they publish in English solely or in addition to)	Type	Reader/listener/viewership	Publishes/Broadcasts When?	Press Release Deadlines	Translated Press Release?	Office Address	Office Email	Office Phone	Fax	Website	Twitter	Facebook	Instagram	Youtube	Other Social media Platform
African American	<b>Converge Media</b>	Online		Daily		English is fine.	80 S Washington St, Suite 203 Seattle, WA 98104	info@whereweconverge.com	206.428.9890		<a href="http://whereweconverge.com/">whereweconverge.com/</a>	<a href="https://twitter.com/WWConverge">twitter.com/WWConverge</a>	<a href="https://www.facebook.com/WWCConverge/">www.facebook.com/WWCConverge/</a>	<a href="https://www.instagram.com/wwconverge/">www.instagram.com/wwconverge/</a>	<a href="http://www.youtube.com/convergemedia">www.youtube.com/convergemedia</a>	
African American	<b>The Facts</b>	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	206.324.0552	206.324.1007	<a href="http://www.thefactsnewspaper.com">www.thefactsnewspaper.com</a>		<a href="https://www.facebook.com/pages/The-Facts-Newspaper/201270962837">www.facebook.com/pages/The-Facts-Newspaper/201270962837</a>			
African American	<b>The Seattle Medium</b>	Weekly Print Newspaper and Online	184,000 (print) 63,705 (web) unique visitors per month	Publishes every Wednesday.		English is fine.	2600 S Jackson St Seattle, WA 98144		206.323.3070	206.322.6518	<a href="http://www.seattlemedium.com">www.seattlemedium.com</a>	<a href="https://twitter.com/SeattleMedium">twitter.com/SeattleMedium</a>	<a href="https://www.facebook.com/SeattleMedium">www.facebook.com/SeattleMedium</a>			
African American	<b>The Skanner</b>	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	<a href="http://www.theskanner.com">www.theskanner.com</a>	<a href="https://twitter.com/TheSkannerNews">twitter.com/TheSkannerNews</a>	<a href="https://www.facebook.com/pages/The-Skanner-News-Group/176585345334">www.facebook.com/pages/The-Skanner-News-Group/176585345334</a>	<a href="https://www.instagram.com/theskannernews/">www.instagram.com/theskannernews/</a>	<a href="http://www.youtube.com/theskannernews">www.youtube.com/theskannernews</a>	
African American	<b>Z-Twins Radio KRIZ 1420AM Seattle KVI3 1620AM Seattle KBMS 1480AM Vancouver</b>	Radio Station		24-hours/day, 7-days/week		English is fine.	2600 S Jackson St Seattle, WA 98144		206.323.3070	206.322.6518	<a href="http://www.ztwins.com/">www.ztwins.com/</a>	<a href="https://www.facebook.com/ztwinsradio">www.facebook.com/ztwinsradio</a>	<a href="https://www.facebook.com/ztwinsradio">www.facebook.com/ztwinsradio</a>			
Asian (Mandarin/Cantonese/Hmong/Hindi/Punjabi/Tagalog/Vietnamese)	<b>Crossings TV</b>	Television Station	161,580 viewers in the Seattle market as of 2012.	24-hours/day, 7-days/week	Send ASAP.	English is fine.	901 H Street, Suite 120 PMB 91 Sacramento, CA 95814	info@crossingstv.com	888.901.5288	888.878.8936	<a href="http://www.crossingstv.com">www.crossingstv.com</a>	<a href="https://twitter.com/crossingstv">twitter.com/crossingstv</a>	<a href="https://www.facebook.com/crossingstv">www.facebook.com/crossingstv</a>		<a href="http://www.youtube.com/channel/UCmE4eZ4LUD1TWzaZpnTFbjw">www.youtube.com/channel/UCmE4eZ4LUD1TWzaZpnTFbjw</a>	
Asian (English)	<b>International Examiner</b>	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	lexaminer@lexaminer.org	206.624.3925	206.624.3046	<a href="http://www.lexaminer.org">www.lexaminer.org</a>	<a href="https://twitter.com/lexaminer">twitter.com/lexaminer</a>	<a href="https://www.facebook.com/internationalexaminer/">www.facebook.com/internationalexaminer/</a>		<a href="http://www.youtube.com/channel/UCuh2HjB5Y4Lo_WzbC6TtsGg">www.youtube.com/channel/UCuh2HjB5Y4Lo_WzbC6TtsGg</a>	
Asian (English)	<b>Northwest Asian Weekly</b>	Online	43,435 (unique web visitors)	Updated daily.	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	<a href="http://www.nwAsianweekly.com/page/2/">www.nwAsianweekly.com/page/2/</a>	<a href="https://twitter.com/nwAsianweekly">twitter.com/nwAsianweekly</a>	<a href="https://www.facebook.com/NorthwestAsianWeekly?fref=ts">www.facebook.com/NorthwestAsianWeekly?fref=ts</a>		<a href="http://www.flickr.com/photos/northwestasianweekly/">www.flickr.com/photos/northwestasianweekly/</a>	
Chinese (Mandarin)	<b>Chinese Radio Seattle on KKNW 1150 AM Alternative Talk</b>	Radio Program	125,000 listeners/month (includes radio and online)	Airs Monday-Thursday, 9:00pm-12:00am Airs Friday-Sunday 7:00pm-12:00am	Send ASAP.	English is fine	3650 131st Ave SE, Suite #550 Bellevue, WA 98006	crsradio@gmail.com	206.619.8698	425.373.5507	<a href="http://www.chineseradioseattle.com">www.chineseradioseattle.com</a>	<a href="https://twitter.com/ChineseRadioSea">twitter.com/ChineseRadioSea</a>	<a href="https://www.facebook.com/ChineseRadioSeattle/">www.facebook.com/ChineseRadioSeattle/</a>			<a href="http://weibo.com/chineseradioseattle">weibo.com/chineseradioseattle</a>
Chinese (Simplified and Traditional)	<b>Epoch Times</b>	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	<a href="http://www.theepochtimes.com/">www.theepochtimes.com/</a>	<a href="https://twitter.com/epochtimes">twitter.com/epochtimes</a>	<a href="https://www.facebook.com/epochtimes?fref=ts">www.facebook.com/epochtimes?fref=ts</a>			
Chinese (Simplified and Traditional)	<b>Seattle Chinese News Media Group (Seattle Chinese News, Washington Chinese Post, and Seattle Chinese Journal)</b>	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 St Seattle, WA 98125		206.622.6371	206.682.1974	<a href="http://www.chineseseattlenews.com/">www.chineseseattlenews.com/</a>					
Chinese (Simplified and Traditional)	<b>Seattle Chinese Times</b>	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	<a href="http://www.seattlechinesetimes.com/">www.seattlechinesetimes.com/</a>	<a href="https://twitter.com/seattlect">twitter.com/seattlect</a>	<a href="https://www.facebook.com/seattlect?fref=ts">www.facebook.com/seattlect?fref=ts</a>		<a href="http://www.youtube.com/seattlectwa">www.youtube.com/seattlectwa</a>	
Chinese (Mandarin)	<b>U.S. Chinese Radio on KPXA 1540 AM</b>	Radio Program		Airs Monday-Friday, 5:00pm-8:00pm	Send ASAP.	Send translated press releases (traditional Chinese).	114 Lakeside Ave Seattle, WA 98122				<a href="http://www.uschineseradio.com/">www.uschineseradio.com/</a>		<a href="https://www.facebook.com/Kxp1540">www.facebook.com/Kxp1540</a>			

Ethiopian (Amharic)	Andenet TV	Television Program		Wednesdays, 7pm-8pm	Send ASAP.	English is fine.	7533 South Lake Ridge Dr Seattle, WA 98178										
Ethiopian (Amharic)	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@mmtiseattle.org;	206.838.6359		mmtiseattle.org/	<a href="https://www.facebook.com/pages/Multimedia-Resources-and-Training-Institute-MMRTI/10150134726480618">www.facebook.com/pages/Multimedia-Resources-and-Training-Institute-MMRTI/10150134726480618</a>	<a href="https://www.youtube.com/ethiouthmediatv">www.youtube.com/ethiouthmediatv</a>				
Ethiopian	Ethiopian Community Media Association	Media Production Company						info@ecseattle.org;	206.325.0304	206.325.5506	ecseattle.org/index.php						
Ethiopian (Amharic and English)	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			<a href="http://www.ethioobserver.net/">www.ethioobserver.net/</a>						
Ethiopian (Oromo)	Oromia Freedom Media	Online	500+ daily page views	Updated daily	Send ASAP.	English is fine.	7904 MLK Way S Seattle, WA 98108	oromiafreedommedia@gmail.com	206.602.7550		<a href="http://oromiafreedom.org">oromiafreedom.org</a>	<a href="https://www.facebook.com/OromiaFreedomMedia/">www.facebook.com/OromiaFreedomMedia/</a>	<a href="https://www.instagram.com/oromia_freedom_media/">www.instagram.com/oromia_freedom_media/</a>	<a href="https://www.youtube.com/@OromiaFreedomMedia">www.youtube.com/@OromiaFreedomMedia</a>			
Ethiopian	Tringo TV	Online				English is fine.	655 S Orcas St. Bldg O, #203 Seattle, WA 98109	dawitha@gmail.com			<a href="http://tringotv.com/">tringotv.com/</a>	<a href="https://www.facebook.com/TringoTV-737150509771900/">www.facebook.com/TringoTV-737150509771900/</a>					
Filipino (English)	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		<a href="http://pnwfilamchronicle.com/">pnwfilamchronicle.com/</a>	<a href="https://twitter.com/pnwfilamchron1">twitter.com/pnwfilamchron1</a>	<a href="https://www.facebook.com/pnwfilamchronicle/">www.facebook.com/pnwfilamchronicle/</a>	<a href="https://www.youtube.com/channel/UC26s75SOxdk_vFn7jYEQz_Q">www.youtube.com/channel/UC26s75SOxdk_vFn7jYEQz_Q</a>			
Indian/South Asian	Awaaz-e-punjab	Newspaper	5,000+ readers	Twice monthly magazine			PO Box 98996 Des Moines, WA 98198	pablaejas@yahoo.com;			<a href="http://www.awaazepunjab.com">www.awaazepunjab.com</a>	<a href="https://www.facebook.com/Awaaz-e-punjab-152455311600712/">www.facebook.com/Awaaz-e-punjab-152455311600712/</a>					
Indian/South Asian	Radio Punjab KKDZ 1250 AM	Radio Station		24-hours/day, 7-days/week		English is fine.	15 S Grady Way, Suite 504 Renton, WA 98057	info@radiopunjab.com	206.497.1300		<a href="http://radiopunjab.com">radiopunjab.com</a>	<a href="https://twitter.com/radiopunjab">twitter.com/radiopunjab</a>				<a href="https://www.youtube.com/c/Radiopunjab">www.youtube.com/c/Radiopunjab</a>	
Indigenous/Native American	Daybreak Star Radio	Online Radio Station		24-hours/day, 7-days/week		English is fine.	5011 Bernie Whitebear Way Seattle, WA 98199  PO Box 99100 Seattle, WA 98139	DJ@daybreakstarradio.com;	206.829.2210		<a href="http://daybreakstarradio.com">daybreakstarradio.com</a>	<a href="https://twitter.com/DaybreakRadio">twitter.com/DaybreakRadio</a>	<a href="https://facebook.com/daybreakstarradio">facebook.com/daybreakstarradio</a>	<a href="https://www.instagram.com/daybreakstarradio/?hl=en">www.instagram.com/daybreakstarradio/?hl=en</a>	<a href="https://www.youtube.com/channel/UC26s75SOxdk_vFn7jYEQz_Q">www.youtube.com/channel/UC26s75SOxdk_vFn7jYEQz_Q</a>		
Iranian/Persian	Titre Awval	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		<a href="http://www.titreavval.com/">www.titreavval.com/</a>						
Japanese	Junglecity.com	Online				English is fine.	PO Box 753 Bothell, WA	info@junglecity.com;			<a href="http://www.junglecity.com/">www.junglecity.com/</a>	<a href="https://twitter.com/seattlejapan">twitter.com/seattlejapan</a>	<a href="https://www.facebook.com/junglecitynetwork">www.facebook.com/junglecitynetwork</a>				
Japanese	Lighthouse Magazine	Monthly magazine				English is fine.	JEN, Inc. 316 Maynard Ave. S, #110 Seattle, WA 98104				<a href="http://www.us-lighthouse.com/">www.us-lighthouse.com/</a> <a href="http://www.jeninc.com/">www.jeninc.com/</a>						
Japanese	Soy Source	Bi-monthly Print Newspaper & Online	7,500 (print)		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.	English is fine.	519 6th Ave S, Suite 220 Seattle, WA 98104		206.519.5461		<a href="http://www.soysource.net">www.soysource.net</a>	<a href="https://twitter.com/soysource_sea">twitter.com/soysource_sea</a>	<a href="https://www.facebook.com/pages/Soy-Source/116283667191">www.facebook.com/pages/Soy-Source/116283667191</a>				
Japanese (English)	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		<a href="http://www.napost.com">www.napost.com</a>	<a href="https://twitter.com/napost">twitter.com/napost</a>	<a href="https://www.facebook.com/TheNorthAmericanPost">www.facebook.com/TheNorthAmericanPost</a>	<a href="https://www.youtube.com/user/hokubelhochi">www.youtube.com/user/hokubelhochi</a>			

Japanese	YOUmaga	Monthly magazine				English is fine.	JEN, Inc. 316 Maynard Ave. S., #110 Seattle, WA 98104				<a href="http://www.youmaga.com/">www.youmaga.com/</a> <a href="http://www.jeninc.com">www.jeninc.com</a>	<a href="https://twitter.com/youmagaseattle">twitter.com/youmagaseattle</a>	<a href="http://www.facebook.com/youmagaseattle">www.facebook.com/youmagaseattle</a>		
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				<a href="http://www.joyseattle.com/">www.joyseattle.com/</a>			<a href="https://www.youtube.com/user/kbsworld">www.youtube.com/user/kbsworld</a>	
Korean	KBS WA	Television Station	Korean Americans living in Washington, Oregon, Idaho, Montana	24-hours/day, 7-days/week	Send ASAP.	Send translated press releases.	18407 Pacific Ave S #16 Spanaway, WA 98387	info@kbswa.com;	253.375.6128		<a href="http://www.kbswa.com">www.kbswa.com</a>			<a href="https://www.youtube.com/channel/UCJqHaPcteiGDT-BiGt_g">www.youtube.com/channel/UCJqHaPcteiGDT-BiGt_g</a>	
Korean	KO-AM Daily News	Television News Program		Airs at 9:00pm from Monday to Saturday.		Send translated press releases.	32008 32nd Ave S Federal Way, WA 98001	koamtvsusa@gmail.com;	253.946.5537		<a href="http://www.koamtvsattle.com">www.koamtvsattle.com</a>	<a href="https://twitter.com/koamtv">twitter.com/koamtv</a>			
Korean	KO-AM TV	Television Station		24-hours/day, 7-days/week		Send translated press releases.	32008 32nd Ave S Federal Way, WA 98001	koamtvsusa@gmail.com;	253.946.5537		<a href="http://www.koamtvsattle.com">www.koamtvsattle.com</a>	<a href="https://twitter.com/koamtv">twitter.com/koamtv</a>			
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		<a href="http://www.koreatimes.com/local/seattle">www.koreatimes.com/local/seattle</a>				
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		<a href="http://mhankook.com/About.html">mhankook.com/About.html</a>				
Korean	Radio Hankook KSUH 1450 AM KQWZ 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		<a href="http://www.radiohankook.com">www.radiohankook.com</a>				
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		<a href="http://www.seattlekcr.com">www.seattlekcr.com</a>		<a href="http://www.facebook.com/Seattle-Korean-Weekly-182280681808317">www.facebook.com/Seattle-Korean-Weekly-182280681808317</a>		
Korean	Seattle Radio Korea	Online Radio Station	Korean Americans living in Washington, Oregon, Alaska, Idaho, Montana	24-hours/day, 7-days/week		Send translated press releases.	18407 Pacific Ave S #16 Spanaway, WA 98387	info@seattleradiokorea.com	253.271.6747		<a href="http://www.seattleradiokorea.com">www.seattleradiokorea.com</a>		<a href="http://www.facebook.com/%EC%8B%9C%EC%95%A0%ED%8B%8D-%EB%9D%BC%EB%94%94%EC%98%A4%EC%BD%94%EB%A6%AC%EC%95%84-103348318269460/">www.facebook.com/%EC%8B%9C%EC%95%A0%ED%8B%8D-%EB%9D%BC%EB%94%94%EC%98%A4%EC%BD%94%EB%A6%AC%EC%95%84-103348318269460/</a>	<a href="https://www.youtube.com/channel/UCJkyYePjgikt5_LV_znXHA">www.youtube.com/channel/UCJkyYePjgikt5_LV_znXHA</a>	
Korean	seattlen.com	Online Newspaper		Everyday		Send translated press releases.	16825 48th Ave W # 215 Lynnwood, WA 98037	info@seattlen.com	425.582.9795		<a href="http://www.seattlen.com">www.seattlen.com</a>		<a href="http://www.facebook.com/seattlenews/">www.facebook.com/seattlenews/</a>		
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.					<a href="https://www.youtube.com/channel/UCIHoUP9jTP83I98zO-dn-w">www.youtube.com/channel/UCIHoUP9jTP83I98zO-dn-w</a>	<a href="https://twitter.com/actitudlatina">twitter.com/actitudlatina</a>	<a href="http://www.facebook.com/ActitudLatina">www.facebook.com/ActitudLatina</a>	<a href="https://www.instagram.com/actitudlatina/">instagram.com/actitudlatina/</a>	
Latinx	Amigos de Seattle Radio	Online Radio Station		Various times throughout the week		Send translated press releases.	3250 Airport Way S Ste 709 Seattle, WA 98134	amigosdesettleradio@gmail.com	206.471.4482		<a href="http://adsradio.org">adsradio.org</a>	<a href="https://twitter.com/AmigosSeattle">twitter.com/AmigosSeattle</a>	<a href="http://www.facebook.com/AmigosdeSeattleRadio/">www.facebook.com/AmigosdeSeattleRadio/</a>	<a href="https://www.youtube.com/channel/UCMvdsdzpNCLjewbEveBsg">https://www.youtube.com/channel/UCMvdsdzpNCLjewbEveBsg</a>	
Latinx	Conexion Contigo	Media Production Company				Send translated press releases.			206.397.2995		<a href="http://www.lupitaconsulting.com">www.lupitaconsulting.com</a>				
Latinx	Eco Lógica Magazine	Print and Online Magazine		Twice a year in the summer and winter				info@ecologicamagazine.com	425.672.6770		<a href="http://ecologicamagazine.com">ecologicamagazine.com</a>	<a href="https://twitter.com/ecologicamagazin">twitter.com/ecologicamagazin</a>	<a href="http://www.facebook.com/Ecologicamagazin">www.facebook.com/Ecologicamagazin</a>	<a href="https://www.instagram.com/ecological_magazine/">https://www.instagram.com/ecological_magazine/</a>	<a href="https://www.youtube.com/channel/UCFVYgzmrf-DbJfnBEfZA/videos">www.youtube.com/channel/UCFVYgzmrf-DbJfnBEfZA/videos</a>

Latinx	<b>El Mundo</b>	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	<a href="http://www.elmundous.com">www.elmundous.com</a>	<a href="https://www.facebook.com/Golazo-NW-101299592497511">https://www.facebook.com/Golazo-NW-101299592497511</a>			
Latinx	<b>El Rey KKMO 1360 AM (Sea Mar Community Health Centers)</b>	Radio Station (Spanish-language public radio)	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		<a href="http://www.elrey1360seattle.com">www.elrey1360seattle.com</a>	<a href="https://twitter.com/elrey1360">twitter.com/elrey1360</a>	<a href="http://www.facebook.com/pages/El-Rey-1360-AM/190770164376113">www.facebook.com/pages/El-Rey-1360-AM/190770164376113</a>		
Latinx	<b>El Show de Rafael Anariba on Radio Amor</b>	Online Radio Show	n/a	Airs Monday-Friday, 6:00am-9:00am		Send translated press releases.	1004 W James St Kent, WA 98032	metaforicart@gmail.com	206.269.6204		<a href="http://anchor.fm/rafael-anariba">anchor.fm/rafael-anariba</a>	<a href="https://twitter.com/rafael_anariba">twitter.com/rafael_anariba</a>	<a href="http://www.facebook.com/RafaelAnaribaSoto/">www.facebook.com/RafaelAnaribaSoto/</a>		
Latinx	<b>Golazo NW</b>	Monthly Print Newspaper		Publishes	Deadline is every 7th day of each month.	Send translated press releases.	114 Lakeside Ave Seattle, WA 98122	ruhasfutbol@gmail.com	206.850.3444		<a href="http://www.GolazoNW.com">www.GolazoNW.com</a>				
Latinx	<b>La Gran D KDDS 99.3 FM (Bustos Media)</b>	Radio Station (Regional Mexican)		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	<a href="http://kdds.lagrandradio.com/">kdds.lagrandradio.com/</a>	<a href="https://twitter.com/LaGranDSeattle">twitter.com/LaGranDSeattle</a>	<a href="http://www.facebook.com/lagrand993">www.facebook.com/lagrand993</a>		
Latinx	<b>La Pera Radio TV</b>	Online Radio and Television Show		24-hours/day, 7-days/week		Send translated press releases.	768 S. Mission St Wenatchee, WA 98801	LatinaRadioTV@gmail.com	509.393.6868		<a href="http://laperaradiotv.com/">laperaradiotv.com/</a>	<a href="https://twitter.com/laperaradiotv">twitter.com/laperaradiotv</a>	<a href="http://www.facebook.com/laperaradiotv/">www.facebook.com/laperaradiotv/</a>		
Latinx	<b>La Raza del Noroeste</b>	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	<a href="http://www.larazanw.com/">www.larazanw.com/</a>	<a href="https://twitter.com/LaRazaNW">twitter.com/LaRazaNW</a>	<a href="http://www.facebook.com/LaRazaNW">www.facebook.com/LaRazaNW</a>		
Latinx	<b>La Super Deportiva on KXPA 1540 AM</b>	Radio Program		Airs Monday-Friday, 10:00am-11:00am	No deadline	English is fine	114 Lakeside Ave Seattle, WA 98122				<a href="http://kxpa.com/">kxpa.com/</a>	<a href="https://twitter.com/rulassports">twitter.com/rulassports</a>	<a href="http://www.facebook.com/rulassports">www.facebook.com/rulassports</a>		
Latinx	<b>Latino Communications Northwest</b>	Video Production Company	n/a	n/a	n/a	Send translated press releases.	PO Box 17287 Seattle, WA 98127	info@latinonorthwest.com			<a href="http://latinonorthwest.com/">latinonorthwest.com/</a>				
Latinx	<b>Los Originales CHW Radio</b>	Online Radio Station		Various times throughout the week	No deadline	Send translated press releases.	24315 89th Place W Edmonds, WA 98026	ileanaponce@chwcoalition.org	425.678.8011		<a href="http://chwcoalition.org/">chwcoalition.org/</a>	<a href="https://twitter.com/chwcmr">twitter.com/chwcmr</a>	<a href="http://www.facebook.com/Community-Health-Workers-Coalition-for-Migrants-and-Refugees-120524828585335">www.facebook.com/Community-Health-Workers-Coalition-for-Migrants-and-Refugees-120524828585335</a>	<a href="http://www.youtube.com/channel/UCAN38MOSTgKDXIUTffhFGg">www.youtube.com/channel/UCAN38MOSTgKDXIUTffhFGg</a>	
Latinx	<b>M Radio Live</b>	Online Radio Program		24-hours/day, 7-days/week	No deadline	Send translated press releases.	13023 NE 70th Pl Kirkland, WA, 98033	contacto@mradiolive.com	206.306.4981		<a href="http://mradiolive.com">mradiolive.com</a>	<a href="https://twitter.com/mradiolive1">twitter.com/mradiolive1</a>	<a href="http://www.facebook.com/mradioliveapp/">www.facebook.com/mradioliveapp/</a>		
Latinx	<b>MediaLuna Magazine</b>	Online		24-hours/day, 7-days/week	No deadline	Send translated press releases.	Kirkland, WA	ddeal@medialunaagency.com	206.446.5571		<a href="http://medialunamagazine.com">medialunamagazine.com</a>	<a href="https://twitter.com/medialunapress">twitter.com/medialunapress</a>	<a href="http://www.facebook.com/pg/MedialunaAgency">www.facebook.com/pg/MedialunaAgency</a>		
Latinx	<b>Menos Grilla Mas Politica</b>	Online Radio Program									<a href="http://tunein.com/radio/Menos-Grilla-Mas-Politica-p762635/">tunein.com/radio/Menos-Grilla-Mas-Politica-p762635/</a>		<a href="http://www.facebook.com/people/Menos-Grilla-Mas-Politica-p762635/100009423796921">www.facebook.com/people/Menos-Grilla-Mas-Politica-p762635/100009423796921</a>		
Latinx	<b>Noticias Univision on KUNS Univision</b>	Television News Program	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		<a href="http://kunstv.com/">kunstv.com/</a>	<a href="https://twitter.com/UnivisionSea">twitter.com/UnivisionSea</a>	<a href="http://www.facebook.com/UnivisionSea">www.facebook.com/UnivisionSea</a>		
Latinx	<b>Plataforma Latina TV</b>	Media Production Company	n/a	n/a	n/a	Send translated press releases.	16005 International Blvd SeaTac, WA 98188	info@plataformalatina.com	206.735.7985		<a href="http://plataformalatina.com/">plataformalatina.com/</a>	<a href="https://twitter.com/platatinatv">twitter.com/platatinatv</a>	<a href="http://www.facebook.com/plataformalatinanetworks">www.facebook.com/plataformalatinanetworks</a>	<a href="http://www.instagram.com/plataforma_latina_tv/">www.instagram.com/plataforma_latina_tv/</a>	
Latinx	<b>Siete Dias</b>	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				<a href="http://elsietedias.com/">elsietedias.com/</a>	<a href="https://twitter.com/elsietedias">twitter.com/elsietedias</a>	<a href="https://www.facebook.com/elsietedias">https://www.facebook.com/elsietedias</a>		
Latinx (English and Spanish)	<b>Tu Decides/You Decide</b>	Weekly Print Newspaper	20,000				7601 W. Clearwater Ave #320 Kennewick, WA 99336	info@tudecidesmedia.com			<a href="http://tudecidesmedia.com/">tudecidesmedia.com/</a>		<a href="http://www.facebook.com/tudecides">www.facebook.com/tudecides</a>		
Latinx	<b>Univision (KUNS)</b>	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		<a href="http://kunstv.com/">kunstv.com/</a>	<a href="https://twitter.com/UnivisionSea">twitter.com/UnivisionSea</a>	<a href="http://www.facebook.com/UnivisionSea">www.facebook.com/UnivisionSea</a>		
Muslim (Arabic and English)	<b>Alzagil Media</b>	Online News and Online Radio Station		Daily	Every Friday at 5:00pm	English is fine. (Also publishes stories in Aarabic.)	n/a	report@azagil.com	206.414.8473		<a href="http://azagil.com">azagil.com</a>	<a href="https://twitter.com/azagilnews">twitter.com/azagilnews</a>			
Multiethnic (English)	<b>Community Radio KBCS 91.3 FM</b>	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		<a href="http://kbc.fm">kbc.fm</a>	<a href="https://twitter.com/KBCS">twitter.com/KBCS</a>	<a href="http://www.facebook.com/KBCSeattle">www.facebook.com/KBCSeattle</a>		
Multiethnic (Multiple Languages)	<b>KVRU-LP KVRU 105.7 FM</b>	Radio Program		24-hours/day, 7-days/week	Send ASAP.		3642 33rd Ave S, Suite C-5 Seattle, WA 98144				<a href="http://kvr.org/">kvr.org/</a>	<a href="https://twitter.com/kvr1057fm">twitter.com/kvr1057fm</a>	<a href="http://www.facebook.com/KVRU105.7FM/">www.facebook.com/KVRU105.7FM/</a>		

Multiethnic (Multiple Languages)	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	<a href="http://kxpa.com/">kxpa.com/</a>		<a href="https://www.facebook.com/Kxpa1540">www.facebook.com/Kxpa1540</a>		
Multiethnic (Multiple Languages)	Rainier Avenue Radio (RainierAvenueRadio.world)	Online Radio		24-hours/day, 7- days/week			5262 Rainier Ave S Seattle, WA 98118			<a href="http://rainieravenueradio.world/">rainieravenueradio.world/</a>	<a href="https://twitter.com/rainieraveradio">twitter.com/rainieraveradio</a>	<a href="https://www.facebook.com/RainierAvenueRadio.World/">www.facebook.com/RainierAvenueRadio.World/</a>		
Multiethnic (Multiple Languages)	Seattle Community Media	Television Station	Seattle Housing Authority residents and Neighborhood House clients	24-hours/day, 7- days/week			North Seattle Community College Room 0840A Education Building 9600 College Way North Seattle, WA 98103	<a href="mailto:help@seattlecommunitymedia.org">help@seattlecommunitymedia.org</a>	206.934.3937	<a href="http://www.seattlecommunitymedia.org/">www.seattlecommunitymedia.org/</a>		<a href="https://www.facebook.com/SeattleCommunityMedia/">www.facebook.com/SeattleCommunityMedia/</a>		
Multiethnic (English)	The Voice	Online Newspaper		Twice a month		English is fine.	Seattle Housing Authority 190 Queen Anne Ave N Seattle, WA 98109			<a href="http://seattlehousing.org/the-voice">seattlehousing.org/the-voice</a>				
Native American (See "Indigenous")														
Pacific Islander (English)	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	<a href="mailto:office@kbcfs.fm">office@kbcfs.fm</a>	425.564.2427	<a href="http://kbcfs.fm/programs/hawaiian-radio-connection/">kbcfs.fm/programs/hawaiian-radio-connection/</a>	<a href="https://twitter.com/KBCS">twitter.com/KBCS</a>	<a href="https://www.facebook.com/KBCSBellevueSeattle">www.facebook.com/KBCSBellevueSeattle</a>		
Pacific Islander (English)	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			<a href="http://www.kxpa.com/">www.kxpa.com/</a>		<a href="https://www.facebook.com/Kxpa1540">www.facebook.com/Kxpa1540</a>		
Pacific Islander (Multiple Languages)	Voice of South Pacific Broadcast (formerly "Radio Voice of Tonga")	Online Radio Program	Fijian, Marshallese, Samoan, and Tongan communities in Seattle	5:00pm-10:00pm, 7- days/week		English is fine.	19550 International Blvd, Suite 200 SeaTac, WA 98188  3757 S 170th St SeaTac, WA 98188	<a href="mailto:radiovtf@radiotongavtusa.com">radiovtf@radiotongavtusa.com</a>	206.414.0968	<a href="http://www.radiotongavtusa.com/">www.radiotongavtusa.com/</a>	<a href="https://twitter.com/radiovtf">twitter.com/radiovtf</a>	<a href="https://www.facebook.com/VoiceofTonga/">www.facebook.com/VoiceofTonga/</a>		
Polish	Radio Wisla	Online Radio Station				English is fine.				<a href="http://www.radiowisla.com/">www.radiowisla.com/</a>		<a href="https://www.facebook.com/pages/Radio-Wisla/171242842887864">www.facebook.com/pages/Radio-Wisla/171242842887864</a>		
Polish	Seattle Polish News	Online				English is fine.				<a href="http://www.polishnewsseattle.org/">www.polishnewsseattle.org/</a>				
Russian	Radio Continent on KXPA 1540 AM	Radio Program	Russian, Ukrainian and other communities from the former Soviet Union	Airs Monday-Friday, 7:00am-9:00am	Send ASAP.	English is fine.	5218 University Way NE, Suite B Seattle, WA 98105	<a href="mailto:RadioContinent@aol.com">RadioContinent@aol.com</a>	206.523.4902	<a href="http://kxpa.com/">kxpa.com/</a>	<a href="https://twitter.com/continent_s">twitter.com/continent_s</a>	<a href="https://www.facebook.com/Kxpa1540">www.facebook.com/Kxpa1540</a>		
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	<a href="mailto:kknwlistener@1150kknw.com">kknwlistener@1150kknw.com</a>	425.373.5536	<a href="http://1150kknw.com/show/its-not-an-evening-yet/">1150kknw.com/show/its-not-an-evening-yet/</a>	<a href="https://twitter.com/1150kknw">twitter.com/1150kknw</a>	<a href="https://www.facebook.com/1150KKNW">www.facebook.com/1150KKNW</a>		
Somali (English)	Nomadic Hustle	Podcast	n/a		n/a	English is fine.				<a href="http://www.thenomadichustle.com/">www.thenomadichustle.com/</a>	<a href="https://twitter.com/nomadichustle">twitter.com/nomadichustle</a>	<a href="https://www.facebook.com/thenomadichustle/">www.facebook.com/thenomadichustle/</a>	<a href="https://www.youtube.com/channel/UCMc0MXrYFfXNkRnk4PJA">www.youtube.com/channel/UCMc0MXrYFfXNkRnk4PJA</a>	
Somali (English and Somali)	Runta Somali/African News	Online			No deadline, they are online and can update as needed.	English is fine.	PO Box 18463 Seattle, WA 98118			<a href="http://www.runtaafricannews.com/">www.runtaafricannews.com/</a>		<a href="https://www.facebook.com/runta.somali">www.facebook.com/runta.somali</a>		
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	<a href="mailto:salaxleytv@gmail.com">salaxleytv@gmail.com</a>				<a href="https://www.facebook.com/SalaxleyTVChannelSeattleWa">www.facebook.com/SalaxleyTVChannelSeattleWa</a>	<a href="https://www.youtube.com/user/mgee53">www.youtube.com/user/mgee53</a> <a href="https://plus.google.com/+moe53/posts">https://plus.google.com/+moe53/posts</a>	
Somali	Somali Bridge - WA	Online Television Program	n/a	No regular schedule. They upload programs as soon as they are finished.	Send ASAP.	Send translated press releases.	24212 SE 263rd Pl Maple Valley, WA 98038	<a href="mailto:info@somalibridge.org">info@somalibridge.org</a>		<a href="http://www.somalibridge.org">www.somalibridge.org</a>	<a href="https://twitter.com/bridgesomali">twitter.com/bridgesomali</a>	<a href="https://www.facebook.com/somalibridge">www.facebook.com/somalibridge</a>	<a href="https://www.youtube.com/channel/UCvPr4o9Mg8P-TRdQxShGSdA">https://www.youtube.com/channel/UCvPr4o9Mg8P-TRdQxShGSdA</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.		<a href="mailto:somalivoices@gmail.com">somalivoices@gmail.com</a>	253.880.9000	n/a	<a href="https://twitter.com/Somalivoices">twitter.com/Somalivoices</a>	<a href="https://www.facebook.com/somalivoices/">www.facebook.com/somalivoices/</a>	<a href="https://www.facebook.com/somtyofseattle/">www.facebook.com/somtyofseattle/</a>	
Somali	SomTV-Seattle	Television Program		Saturdays, 6pm-7pm	Send ASAP.	English is fine.		<a href="mailto:info@somtv.org">info@somtv.org</a>		<a href="http://www.somtv.org">www.somtv.org</a>				

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				<a href="http://washingtonafricanmedia.org/">washingtonafricanmedia.org/</a>				
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	nvtbnews@gmail.com	206.722.6984	206. 722.0445		<a href="http://www.nvnorthwest.com/">www.nvnorthwest.com/</a>				
Vietnamese	Phuong Dong Times	Weekly Print Newspaper					6221 39th Ave S Seattle, WA 98118	phuongdong91@yahoo.com	206.760.9168			<a href="http://www.phuongdongnews.com">www.phuongdongnews.com</a>	<a href="https://www.facebook.com/Phuong-Dong-Times-251897924850548/">www.facebook.com/Phuong-Dong-Times-251897924850548/</a>			
Vietnamese	Saigon Bao	Newspaper						saigonbaocom@gmail.com				<a href="http://www.saigonbao.com/newsasia/seattle-tacoma-news.htm">www.saigonbao.com/newsasia/seattle-tacoma-news.htm</a>				
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					<a href="https://www.facebook.com/seattleviettimes.svt">www.facebook.com/seattleviettimes.svt</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		<a href="http://vietbao.com">vietbao.com</a>	<a href="https://twitter.com/vietbaonline">twitter.com/vietbaonline</a>	<a href="https://www.facebook.com/vietbaog7148942500/">www.facebook.com/vietbaog7148942500/</a>		
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		<a href="http://nvngaynay.com/">nvngaynay.com/</a>				



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<b>The Voice</b>	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
<b>PACIFIC ISLANDER</b>							
<b>Hawai'i Radio Connection on KPXA 1540 AM and KBKS 91.3 FM</b>	Braddah Stephen Gomes (Producer)		206.406.7813		Braddah Stephen Gomes (Producer)	braddahgomes@yahoo.com	206.406.7813
<b>Voice of South Pacific Broadcast (formerly "Radio Voice of Tonga")</b>	Sylvia Aho	churchvia@gmail.com	206.305.8222	206.414.0968	Sylvia Aho	radiovtf@radiotongavtusa.com	206.414.0968
<b>POLISH</b>							
<b>Radio Wisla</b>	Lena Wroczynska	redakcja@radiowisla.com			Lena Wroczynska	ads@radiowisla.com	
<b>Seattle Polish News</b>	Ryszard Kott	Editor@PolishNewsSeattle.org			Ryszard Kott	Editor@PolishNewsSeattle.org	
<b>RUSSIAN</b>							
<b>Radio Continent on KPXA 1540 AM</b>	Igor Hais (Producer)	radiocontinent@aol.com	206.396.3684		Igor Hais (Producer)	radiocontinent@aol.com	206.396.3684
<b>It's Not Evening Yet on KKNW 1150 AM Alternative Talk</b>	Stella has requested that she be taken off of City of Seattle news e-blasts.				Stella Ivanov (General Producer)	StellaMedia7@gmail.com;	206.790.8270
<b>SOMALI</b>							
<b>Nomadic Hustle</b>	Mukhtar Sharif	msharif34@gmail.com					
<b>Runta Somali/African News</b>	Mohamud Yussuf (Editor)	editor@runtanews.com;	206.920.0220		Mohamud Yussuf (Editor)	editor@runtanews.com;	206.920.0220
<b>Salaxley TV</b>	Mohamed Ahmed	indh811@gmail.com;	253.220.7861		Mohamed Ahmed	indh811@gmail.com;	253.220.7861
	Ali Shagaale	salaxleytv@gmail.com;	206.446.6215	919.699.7773	Ali Shagaale	salaxleytv@gmail.com;	206.446.6215
<b>Somali Bridge - WA</b>	Abdi Mukhtar (Executive Director)	abdi@somalibrige.org;	619.677.0419		Abdi Mukhtar (Executive Director)	abdi@somalibrige.org;	619.677.0419
<b>SomaliVoices of North America (SomaliVoices)</b>	Asad Hassan		253.880.9000		Asad Hassan	somalivoices@gmail.com;	253.880.9000
<b>SomTV-Seattle</b>	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;					
<b>VIETNAMESE</b>							
<b>Northwest Vietnamese News / Người Việt Tây Bắc</b>	Hoa Nguyen (Editor) Hang Nga (Christine) Pham	news@nvnorthwest.com; christinepham09@yahoo.com;	206.722.6984 206.354.5114		Andy Pham (Ads) Andy Pham (Ads) Office	andy@nvnorthwest.com andypham5000@gmail.com ads@nvnorthwest.com	206.722.6984
<b>Phuong Dong Times</b>	Mr. Đông Thanh Võ	phuongdong91@yahoo.com;	206.760.9168		Mr. Đông Thanh Võ	phuongdong91@yahoo.com	206.760.9168
<b>Saigon Bao</b>	Office	saigonbaocom@gmail.com;			Office	saigonbaocom@gmail.com	
<b>Seattle Viet Times</b>	Ms. Hanah Ngo	seattleviettimes@gmail.com;	206.276.4107		Ms. Hanah Ngo	seattleviettimes@gmail.com	206.276.4107
<b>Viet Bao Mien Nam</b>	Binh Huynh (Seattle & Oregon Office)	binhhuynh2000@yahoo.com;	206.265.0554		Binh Huynh (Seattle & Oregon Office)	binhhuynh2000@yahoo.com	206.265.0554
					Bui Phu (Main Office)	phubui@vietbao.com	253.228.8464
<b>Vietnamese Today Weekly News / Người Việt Ngày Nay</b>	Mr. Tri Pham	nguoivietgaynay@gmail.com;	206.356.9755		Mr. Tri Pham	nguoivietgaynay@gmail.com	206.356.9755



Attachment 8: [Reconnect West Seattle Survey \(English\) \(link\)](#)



Attachment 9: [Reconnect West Seattle Survey \(Traditional Chinese\) \(link\)](#)



Attachment 10: [Reconnect West Seattle Survey \(Somali\) \(link\)](#)



## Attachment 11: RapidRide G Poster



Madison Line



October 2023

## New traffic signal at E Union St and 19<sup>th</sup> Ave for the Madison BRT – RapidRide G Line project

We're building a new traffic signal at the intersection of 19th Ave and E Union St as part of the RapidRide G project. Beginning as soon as October 4, we will start work on the new signal by building the foundations on each corner of the intersection. Once the foundations are built, we will install the signal poles, perform electrical work, rebuild portions of the sidewalk, and repave sections of the street. Work will happen in phases, and we expect the new signal to be operational as soon as spring 2024.

During this work, people can expect temporary travel lane, sidewalk, and crossing closures and detours. People biking will need to merge with traffic on E Union St around the work area. While we construct the foundations, there will be a Uniformed Police Officer (UPO) to help direct traffic at the intersection during working hours. There may be longer term closures, detours, and traffic shifts during future phases of the work. People should travel through the area with caution.

Visit our webpage for more information on the RapidRide G project and to sign up for email updates to stay informed on construction activities for this new signal and the rest of the project. You can also contact the project outreach team with any questions or concerns.

### Contact us

Email:

[MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov)

Phone: 206-484-2780

Project website:

[seattle.gov/MadisonBusRapidTransit](https://seattle.gov/MadisonBusRapidTransit)



### What to expect during construction:

- Typical work hours between 7 AM – 5 PM, Monday through Friday, with possible weekend and nighttime work
- Noise, dust, and vibrations during working hours
- Temporary parking restrictions and traffic shifts
- Construction equipment and materials staged in the work areas throughout construction
- Temporary sidewalk, bike lane, travel lane, and crosswalk closures and detours

### Contact us with questions about the project and for translation or access needs

- Hadaaad mashruucan suaalo ka qabtii email noo soo dir: [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) ama nasoo wac: (206) 484-2780.
- Nếu bạn có câu hỏi về dự án, vui lòng gửi email cho chúng tôi theo địa chỉ [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) hoặc gọi cho chúng tôi theo số (206) 484-2780.
- 如果您對本工程有任何疑問，請電郵 [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) 或致電 (206) 484-2780。
- अगर आपके पास प्रोजेक्ट के बारे में कोई प्रश्न है, तो कृपया हमें [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) पर ईमेल करें या हमें (206) 484-2780 पर कॉल करें।
- 이 프로젝트에 대한 질문이 있으시면, 이메일 [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) 로 또는 (206) 484-2780.
- Si tiene preguntas sobre el proyecto, por favor envíenos un mensaje a [MadisonBRT@seattle.gov](mailto:MadisonBRT@seattle.gov) o llámenos (206) 484-2780.





Attachment 12: [City of Seattle Language Access Plan \(LAP\)](#)  
([link](#))



## Attachment 13: SDOT Sign-In Sheet for Public Meetings

**Event:**  
**Date:**  
**Location:**



Name	Affiliation (neighbor, org, staff, etc.)	Phone	Email
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

\*Information provided 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 at <http://www.seattle.gov/privacy>.

**Event:**  
**Date:**  
**Location:**



**Seattle**  
Department of  
Transportation

Name	Affiliation (neighbor, org, staff, etc.)	Phone	Email
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

\*Information provided 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 at <http://www.seattle.gov/privacy>.



Attachment 14: [West Seattle High Rise Bridge Outreach Example \(English\) \(link\)](#)



Attachment 15: [West Seattle High Rise Bridge Outreach Example \(Traditional Chinese\) \(link\)](#)



## Attachment 16: [Racial Equity Analysis \(link\)](#)



## Attachment 18: Seattle Pedestrian Advisory Board Demographic Information

# Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/22	3/31/24	1	City Council
6	M	4	2.	Member	David Frantz	4/1/23	3/31/25	2	City Council
6	M	5	3.	Member	Wes Mills	4/1/22	3/31/24	1	City Council
6	F	7	4.	Member	Chelsea Morrison	4/1/23	3/31/25	2	City Council
3	F	3	5.	Member	Natasha Riveron	4/1/23	3/31/25	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/22	3/31/24	2	Mayor
3	F	4	7.	Member	Desiree Krautkramer	4/1/23	3/31/25	1	Mayor
1	F	2	8.	Member	Emilie Szeto	4/1/22	3/31/24	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/22	3/31/24	1	Mayor
6	F	4	10.	Member	Maria Sumner	4/1/23	3/31/25	3	Mayor
1	M	7	11.	Member	Rohit Ammanamanchi	4/1/22	3/31/24	1	Mayor
6	F	5	12.	Get Engaged Member	Delaney Lind	9/1/2023	8/31/2024	1	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	2	4		1	2		1			4			
Council	2	3					1			4			
Other													
<b>Total</b>	<b>4</b>	<b>7</b>		<b>1</b>	<b>2</b>		<b>2</b>			<b>8</b>			

### 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.*



## Attachment 19: Seattle Bicycle Advisory Board Demographic Information

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
3	NB	5	12.	Get Engaged Member	Eli Davis	9/1/2023	8/31/2024	1	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	3	3		1		1				1		1	2					
Council	3	2								5								
Other																		
Total	6	5		1		1				6		1	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
  - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.*



## Attachment 20: Levy to Move Seattle Oversight Committee Demographic Information

# Levy to Move Seattle Oversight Committee

16 Members: Pursuant to *Ordinance 124796*, 10 members subject to City Council confirmation, 4-year terms:

- 5 City Council-appointed
- 5 Mayor-appointed
- 6 Other Appointing Authority-appointed (specify): 4 modal advisory board representatives appointed by respective modal advisory boards; City Council Transportation Committee Chair; City Budget Director

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	3	1.	Member	Rachel Ben-Shmuel	1/1/20	12/31/23	2	Mayor
9	O	2	2.	Member	Clara Cantor	1/1/23	12/31/26	1	Mayor
1	F	2	3.	Member	Jessica Nguyen	1/1/22	12/31/25	1	Mayor
6	M	4	4.	Member	Samuel Ferrara	1/1/23	12/31/26	2	Mayor
6	F	3	5.	Member	Lisa Bogardus	1/1/20	12/31/23	2	Mayor
6	M	6	6.	Member	Dennis Gathard	1/1/24	12/31/27	2	Council
9	M	7	7.	Member	Alexander Bejaran Estevez	1/1/23	12/31/26	1	Council
6	F	4	8.	Member	Inga Manskopf	1/1/24	12/31/27	3	Council
6	M	6	9.	Member	Tyler Blackwell	1/1/23	12/31/26	1	Council
6	M	3	10.	Member	Kevin Werner	1/1/22	12/31/25	1	Council
6	F	7	11.	Bike Advisory Board Member	Donna McBain Evans	9/1/2022	8/31/2024	1	SBAB
3	F	3	12.	Pedestrian Advisory Board Member	Natasha Riveron	4/1/23	3/31/25	2	SPAB
			13.	Freight Advisory Board Member	Geri Poor	n/a	n/a	n/a	SFAB
			14.	Transit Advisory Board Member	Vacant				STAB
			15.	Councilmember	Alex Pedersen	n/a	n/a	n/a	n/a
			16.	Budget Director	Julie Dingley	n/a	n/a	n/a	n/a

## 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	3		1	1					3			1					
Council	4	1								4			1					
Other		2					1			1								
<b>Total</b>	<b>5</b>	<b>6</b>		<b>1</b>	<b>1</b>		<b>1</b>			<b>8</b>			<b>2</b>					

## 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.*



## Attachment 21: Seattle Freight Advisory Board Demographic Information

# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Vacant	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Dan Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

## 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	5									5			
Council	2	1								3			
Other		1								1			
Total	7	2								9			

## 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.*



## Attachment 22: Seattle School Traffic Safety Committee

# 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	Gary Davenport	4/1/2020	3/31/2023	N/A	Chief of Police
1	F	1	2.	Seattle Transportation Representative	Diane Walsh	4/1/2023	3/31/2026	N/A	Director of Transportation
			3.	Seattle Public School District No. 1 Representative	Brooke Emily Nelson	4/1/2023	3/31/2026	N/A	Superintendent of Seattle Public Schools
6	F	7	4.	Seattle Public School District No. 1 Representative	Yvonne Carpenter	4/1/2022	3/31/2025	N/A	Superintendent of Seattle Public Schools
6	F	6	5.	Representative of Parents	Mary Ellen Russell	4/1/2022	3/31/2025	3	Mayor
			6.	King County Metro Representative	Robbie Frankel	4/1/2020	3/31/2023	N/A	Metro Transit General Manager
6	F	6	7.	Member At Large	Kelsey Rote	4/1/2023	3/31/2026	1	Mayor
6	F	6	8.	Member At Large	Noa Guter	4/1/2022	3/31/2025	1	Mayor
	F	5	9.	Member At Large	Marilyn K. Firman	4/1/2021	3/31/2024	2	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/2023	3/31/2026	2	Mayor
6	M	1	11.	Bicycle Safety Representative	Ryan Baum	4/1/2023	3/31/2026	1	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	1	5								5			
Council													
Other		2			1					1			
<b>Total</b>	<b>1</b>	<b>7</b>			<b>1</b>					<b>6</b>			

### 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.*



## Attachment 23: Transportation Equity Workgroup

**Transportation Equity Workgroup (TEW) 2023 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

2023 Roster:

Position Title	Name	Affiliated Community Organization/Non-profit/Agency	Term Begin and End Date
Member & Co-Chair	Yordanos Teferi	Multicultural Community Coalition	April 2019 – January 2024
Member & Co-Chair	Rizwan Rizwi	Muslim Housing Services	April 2019 – January 2024
Member & Co-Chair	Jessica Salvador	Casa Latina	April 2023 – Current
Member	An Huynh	Seattle Chinatown International District Preservation & Development Authority	April 2019 – December 2023
Member	Steven Sawyer	POCAAN	April 2019 – December 2023
Member	Karia Wong	Chinese Information and Service Center	April 2019 – December 2023
Member	Amir Soulikin	East African Community Service	January 2021 – February 2023
Member	Ellena Jones	Passion to Action	April 2023 – August 2023
Member	Sharon Sobers-Outlaw	Wider Horizons	April 2023 – Current
Member	Dalton Owens	University of Washington Brotherhood Initiative	July 2023 – Current
Member	Keisha Jones	Village Spirit	July 2023 – Current
Member	Marisa Parshotam	Lake City Collective	July 2023 – Current

**Self-Identified Diversity Chart**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			
Male	Female	Trans	NB/D	Asian	Black/ African American	Hispanic/ Latino	American Indian	Other	Caucasian/ Non-Hispanic	Pacific Asian	Middle Eastern	Multiracial
4	8			3*	5	1			1	3*		2

Note on chart above:

- There is no Middle Eastern category in the skillset matrix
- \*Asian and Pacific Asian are one category in the skillset matrix

Commented [GL1]: @Every, George

Commented [EG2]: @Pintak, Anya Please refer to these notes for the table above--let me know if I should revise the numbers in light of the added race options. Once confirmed, I can forward to Salma (she said that we can share on Monday)

Commented [PA3R2]: Looks good George. I think the table works. I can close the loop with Salma via email and send this entire document so you don't have to. Our whole team is on that and I want to make sure Sariga is in the loop that we finished this while she was out.

Commented [EG4R2]: Sounds good--thanks!



Attachment 24: [Streetcar Operations Report \(link\)](#)



## Attachment 25: Seattle Streetcar Interlocal Agreement (ILA)

## **SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR STREETCAR OPERATIONS AND MAINTENANCE**

This Second Amendment to the Interlocal Agreement for Streetcar Operations and Maintenance (this “Amendment”) 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**

- A. The City and the County are parties to that certain Interlocal Agreement for Streetcar Operations and Maintenance, dated December 18, 2019, authorized by Seattle City Council pursuant to Ordinance 126003 and by King County Council pursuant to Ordinance 19035, (the “Interlocal Agreement”), which describes the terms and conditions under which the County operates and maintains the City’s streetcar system.
- B. The Interlocal Agreement was amended by that certain First Amendment to the Interlocal Agreement for Streetcar Operations and Maintenance, dated October 6, 2020 (together, with the Interlocal Agreement, the “Agreement”).
- C. Recent federal regulations applicable to the operation and maintenance of the City’s streetcar system require modifications to certain terms of the Agreement relating to the safety and security of the streetcar system.
- D. Section 23.15 of the Agreement provides that the Parties may amend the Agreement, including its appendices, exhibits and attachments, by mutual agreement in the form of an amendment executed by the Director of the Seattle Department of Transportation and the General Manager of the King County Metro Transit Department, or such other officers as may succeed to the duties and powers of those offices.
- E. The Parties wish to amend the Agreement in order to clarify responsibilities and procedures relating to streetcar system safety and security matters in accordance with applicable regulations and incorporate other mutually agreed modifications.

NOW, THEREFORE, in consideration of the mutual rights, obligations and privileges granted and undertaken, the Parties enter into this Amendment upon the following terms and conditions.

### **AGREEMENT**

- 1. Section 1.1(B) of the Agreement is replaced in its entirety to read as follows:

- 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
Appendix G	Allocation of Responsibility for SDOT Safety and Operations Matters
Appendix H	Allocation of Responsibility for Streetcar Safety Matters

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.

2. Section 3.1(A) of the Agreement is replaced in its entirety to read as follows:

A. Operate and maintain the Seattle Streetcar consistent with the allocation of responsibilities contained in this Agreement, including the Operations and Maintenance Responsibilities Matrix, **Appendix B**, and the Allocation of Responsibility for Streetcar Safety Matters, **Appendix H**, and in accordance with the approved annual Operating Plans with the goal of achieving the highest standards of performance at the lowest possible cost.

3. Section 3.2 of the Agreement is replaced in its entirety to read as follows:

**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 **Error! Reference source not found.**

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.

**H.** Develop and provide the County with the Public Transportation Agency Safety Plan annually, together with a summary of the changes, if any, made to the preceding's year Plan.

**I.** Perform those safety and operations duties that are within the City's oversight and for which the City is responsible, as identified in Appendix G and Appendix H, in order to comply with federal regulations.

4. Section 6.1 of the Agreement is replaced in its entirety to read as follows:

**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. Each Accident investigation final report submitted to an entity with jurisdiction shall be accompanied by an executed letter or memorandum prepared by the City acknowledging the City's review of and concurrence with the report. The Parties shall coordinate in good faith to ensure Accident reports are reviewed and approved by the City in advance and submitted in a timely manner.

**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.

**F.** The City shall be responsible for submitting to the Washington State Department of Transportation such materials as may be necessary to verify the implementation and closure of corrective actions identified in a Corrective Action Plan.

**5.** Section 7.4 of the Agreement is replaced in its entirety to read as follows:

**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. The Parties shall follow the procedures described in the section of the Public Transportation Agency Safety Plan addressing management of change with respect to any proposed changes to Seattle Streetcar capital assets.

**B.** 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.

**6.** Section 9.0 of the Agreement is replaced in its entirety to read as follows:

**9.0 Safety.**

**9.1 Public Transportation Agency Safety Plan.** The City will develop, maintain, and implement a Public Transportation Agency Safety Plan ("PTASP") that complies with WSDOT Rail Safety Oversight Program Standard and applicable federal, state, and local requirements. The County shall at all times be responsible for complying with the terms of the PTASP.

**9.2 Safety Oversight; Corrective Action Plan.** The Parties anticipate that WSDOT will periodically audit the PTASP, and such audits may identify deficiencies warranting corrective action. The City and the County will jointly develop a Corrective Action Plan (“CAP”) to respond to any noted deficiencies; provided, however, that the City shall retain ownership and control over the CAP. The City shall be responsible for submitting the adopted and closed Corrective Action Plan to WSDOT. Additionally, the City shall prepare and maintain a log of open corrective actions and shall submit the log to WSDOT on a monthly basis. The Parties acknowledge that responsibility for certain corrective actions described in the CAP may be assigned to the County or to the City, and applicable laws or regulatory guidelines may require completion of such items within a specified timeframe. The Parties will collaborate to assign corrective actions and set reasonable timelines for completion consistent with applicable laws and regulatory guidelines. Additionally, in order to encourage progress towards completion, each Party shall endeavor to complete its respective assigned CAP items within six (6) months of the date of assignment, or such other period of time as the Parties may agree in writing, provided that such timeframe is consistent with applicable law and regulatory guidelines.

**9.3 SDOT Chief Safety Officer.** The City’s Streetcar Chief Safety Officer (“SDOT CSO”) shall be responsible for oversight of all streetcar safety and security activities, preside over the implementation of the PTASP and associated Safety Management Systems (“SMS”), and shall be responsible for SDOT safety activities that support the safe operations of the streetcar. The SDOT CSO will advise, and when appropriate, consult with, King County Metro (“KCM”) on safety policies and procedures that apply to County employees working in City-owned facilities to ensure applicable safety regulations are met, but will not preside over their development or implementation. These activities include but are not limited to the development and implementation of policies to support safety and security efforts and the oversight of safety risk management, safety assurance, and safety communication.

**9.4 Accountable Executive.** The Parties acknowledge that with respect to the City, the SDOT Director oversees all functions, staff and services of the Seattle Department of Transportation, guiding and shaping the department to attain its vision, mission and goals. The SDOT Director reports to the Mayor of Seattle. As this position relates to the Seattle Streetcar, the SDOT Director’s responsibilities are as follows:

- Designated Accountable Executive (AE)
- Authority for all financial decisions
- Establishing and promoting the safety policy
- Final approval of Seattle Streetcar operating plan

**9.5 Resolution of Safety Disputes.** In the event a dispute arises between the

Parties regarding any corrective action, Hazard, or other matter related to the safety of the Seattle Streetcar system despite the Parties' good faith efforts to reach a resolution, the Parties shall invoke the following process to expeditiously and in good faith resolve the dispute:

- 9.5.1** Step One: The SDOT CSO and the KCM Chief Safety Officer shall meet and confer and attempt to resolve the dispute within ten (10) business days of written notification by a Party initiating the safety dispute escalation process described herein. This meeting may be in person or by other means such as telephone conference or videoconference.
- 9.5.2** Step Two: If the SDOT CSO and the KCM Chief Safety Officer are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the SDOT Transit & Mobility Division Director and the KCM Rail Director. The SDOT Transit & Mobility Division Director and the KCM Rail Director shall meet and confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The meeting may be in person or by other means, such as telephone conference or videoconference.
- 9.5.3** Step Three: If SDOT Transit & Mobility Division Director and the KCM Rail Director are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the SDOT Deputy Director and the KCM Deputy General Manager. The SDOT Deputy Director and the KCM Deputy General Manager shall meet and confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The meeting may be in person or by other means, such as telephone conference or videoconference.
- 9.5.4** Step Four: If SDOT Deputy Director and the KCM Deputy General Manager are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the SDOT Director and the KCM General Manager. the SDOT Director and KCM General Manager shall meet and confer and jointly render a final decision within ten (10) business days of receiving the referral.

The Parties acknowledge that any resolution of a safety dispute pursuant to the process outlined in this Section 9.5 shall be consistent with KCM's Employee Good Faith Challenge Policy.

**9.6 Hazard Identification and Analysis Process.** The Parties shall follow the Hazard identification and analysis process described in the PTASP. The City shall be responsible for preparing and maintaining any logs used to track the Hazard and

shall retain ownership and control over such logs, as further described in the PTASP.

**9.7 Timely Submittal of Documents.** The Parties acknowledge and agree that timely submittal of executed documents and materials is critical to the safety of the Seattle Streetcar system and required to meet applicable regulatory requirements. Accordingly, for assigned CAP log items, each Party shall make good faith efforts to close all assigned tasks within six (6) months from the date of assignment, or mitigate Hazards to an acceptable level if the CAP item requires longer than six (6) months to close. Both Parties acknowledge that some CAP items may take longer than six (6) months to complete. The City, as the owner agency, shall be responsible for all CAP extension requests to WSDOT State Safety Oversight Program in addition to other associated administrative requirements. For all documents requiring signature from either the SDOT Director, the King County Metro General Manager, the King County Metro Streetcar Section Manager, the King County Metro Director of Rail, or the King County Metro Managing Director of Safety & Security, or any respective successor position, to reduce the period of time needed to coordinate potential submission to agencies with jurisdiction, the Parties shall make good faith efforts to review and execute the applicable documents within two (2) weeks. Without limiting the generality of the foregoing, examples of documents for which timely submission is critically important include, without limitation, annual safety reports, annual PTASP or policy updates, CAP closeout materials, Hazard analysis supporting documents, and SOP or Standard Maintenance Procedure (SMP) updates that support the PTASP.

7. Section 10.0 of the Agreement is replaced in its entirety to read as follows:

**10.0 Security and Law Enforcement.** The City shall provide all security, law enforcement, and fare inspection and enforcement for the Seattle Streetcar and all streetcar stations, platforms, and stops. The City may contract with the County to implement some or all of the City's security-related responsibilities. The County will create and maintain the Seattle Streetcar System Security and Emergency Preparedness Plan ("SSEPP") and include the Seattle Streetcar in its All-Hazard Response Plans ("AHRP") and associated training and exercise programs.

8. Appendix A (Definitions) and Appendix B (Operations and Maintenance Responsibilities Matrix) of the Agreement are replaced in their entirety with the attached Appendix A and Appendix B.
9. The attached Appendix G (Allocation of Responsibility for SDOT Safety and Operations Matters) and Appendix H (Allocation of Responsibility for Streetcar Safety Matters) are hereby incorporated as appendices to the Agreement.
10. All other provisions of the Agreement, including all appendices, that are not expressly modified or replaced by this Amendment shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment as of the day and year set forth below their signatures.

**KING COUNTY**

**THE CITY OF SEATTLE**

DocuSigned by:  
*Terry White*  
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Terry White  
General Manager  
King County Metro Transit Department  
Date: 12/15/2022

*Greg Spotts*  
\_\_\_\_\_  
Greg Spotts (Dec 20, 2022 22:23 PST)  
\_\_\_\_\_  
Greg Spotts  
Director  
Seattle Department of Transportation  
Date: 12/20/2022

Approved as to form:

DocuSigned by:  
*David Eldred*  
CF44E86673F4488...  
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David Eldred  
Deputy Prosecuting Attorney  
Date: 11/4/2022

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## **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.

**Corrective Action Plan (“CAP”):** A plan developed by the City in cooperation with the County that describes the corrective actions to be taken to minimize, control, correct, or eliminate Hazards, together with the schedule for implementing such actions.

**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”).

**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:** 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.

**Hazard:** Any real or potential condition that may cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a rail fixed guideway public transportation system, or damage to the environment.

**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 (“OCS”):** See definition of Electrification System.

**Public Transportation Agency Safety Plan (“PTASP”):** The documented, comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. § 5329 and 49 CFR Part 673.

**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.

**Safety Management Systems (“SMS”):** A formal, top-down, organization-wide, data-driven approach to managing safety risks and assuring the effectiveness of safety risk mitigations. SMS includes systematic procedures, practices, and policies for managing risk and Hazards.

**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.

**Standard Operating Procedure (“SOP”):** An official document with detailed instructions that outline how to perform a specific task.

**Train-to-Wayside Communications:** 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	Contract for any service not assigned to King County, including capital repairs and replacement beyond normal replacement of facilities and equipment	D		3.2.C	
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	
6	Provide configuration management of the OCS (only) in compliance with SDOT Configuration Management system		D	7.4	
7	Operating Plan	R, C	D, C	3.3	Annual
8	Intentionally left blank				
9	Comply with regulatory requirements	D	D	3.1.B, 16.0	
10	Hire and train staff		D		
11	Report on Achievement of Performance Standards		D	14.2	
12	Develop and implement operating and maintenance procedures		D	<u>3.3, 7.0</u>	
13	Maintain System Security and Emergency Preparedness Plan (SSEPP)	R	D	10.0	Annual
14	Maintain the All-Hazards Response Plan (AHRP)		D	10.0	Annual
15	Develop and maintain the Public Transportation Agency Safety Plan (PTASP)	D, A	R, S	3.2.H, 9.1	Annual
16	Conduct emergency preparedness drills	S	D		

Legend      R = Review      C = Collaborate      S = Support      D = Responsible for deliverable      A = Approve

	<b>Item</b>	<b>City</b>	<b>KCM</b>	<b>Section of Agreement</b>	<b>Schedule</b>
17	Prepare train schedules, operator runs and car assignments		D		
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.B	
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 Traction Power Substations (TPSS)		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		
41	Phones and Networks		D		
42	Overhead Contact System (OCS)		D	7.7.A	

Legend      R = Review      C = Collaborate      S = Support      D = Responsible for deliverable      A = Approve

	<b>Item</b>	<b>City</b>	<b>KCM</b>	<b>Section of Agreement</b>	<b>Schedule</b>
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	
55	Prepare Accident investigation reports and submit to WSDOT SSO	R	D	6.1 D	As required.

## Appendix G

### Allocation of Responsibility for SDOT Safety and Operations Matters

<b>Task</b>	<b>Operations</b> (SDOT Streetcar Program Manager)	<b>Safety</b> (SDOT CSO)
Streetcar Program Financial Oversight	D	
PTASP and SMS Implementation (all activities)		D
Streetcar System Sponsorship	D	
Streetcar Annual Operations Report	D	S
SDOT Street Improvement Plan (SIP) Review	D	S
Speed & Reliability Spot Improvements	D	S
Safety Spot Improvements	S	D
Track Access Coordination w/ Metro Trolley Impacts	S	D
Coordinate all safety audits	S	D
Participate in FTA Triennial Program and Safety Audits	D	D
Support Title II and Title VI	D	D

Legend      S = Support      D = Responsible for deliverable

## Appendix H

### Allocation of Responsibility for Streetcar Safety Matters

**R – Responsible.** The function that carries out the process or task assignment. Responsible to get the job done.

**A – Accountable.** The function that is ultimately accountable for process or task being completed appropriately. Functions identified as Responsible are accountable to this function.

**C – Consulted.** Function(s) that is not directly involved with carrying out the task, but which is consulted.

**I – Informed.** Interested parties who receive output from the process or task, or have a need to be informed.

Item	King County Metro Transit Safety	SDOT Safety	ILA Reference
Initial incident notification (to all interested parties)	R	A,I	ILA Section 6.1(C)
24/7 On-call support and response to incidents	A, R	I	
Initial incident investigation	R	A, I	ILA Section 6.1(C)
Incident reporting	R	A, I	ILA Section 6.1(D)
Complete and submit final incident report to SDOT Chief Safety Officer within thirty (30) calendar days	A,R	I	ILA Section 6.1(D)
Submit final incident report to regulatory agencies and other internal and external interested parties	I	A, R	ILA Section 6.1(D)
Settle disputes about conclusions in the final incident report	R	A	
Coordinate corrective action plans for any deficiencies found during incident investigations	R	A,I	ILA Section 9.2
Submit corrective action plans and updates to regulatory agencies	C, I	A,R	
Develop, maintain and implement a PTASP	C	A,R	ILA Section 9.1
Conduct final review of the updated PTASP prior to final SDOT approval	R,C	I	
Participate and cooperate fully with State Safety Oversight Agency triennial review of PTASP	R	A,R	ILA Section 9.2
Conduct and coordinate SDOT annual internal reviews of PTASP	I		

Item	King County Metro Transit Safety	SDOT Safety	ILA Reference
Participate and cooperate fully with SDOT annual internal reviews of PTASP	I		
Develop response to deficiencies noted during reviews	R	A,R	
Develop, maintain, and administer Streetcar System Security & Emergency Preparedness Program	A,R	C	Appendix B, Section 10.0
Administer emergency preparedness drill and exercise program	A,R	C	
Manage contract security deployment for patrols onboard vehicles	A,R	C	
Set safety goals and objectives	C	A,R	
Track and monitor safety data	A, R	I	
Evaluate safety goals and objectives annually for appropriateness	C,I	A,R	
Implement Accident Prevention Plan including 25 industrial hygiene programs, regulatory reporting and Labor & Industries POC	A,R	I	
Maintain Accident Prevention Plan	A,R	I	
Monthly facility inspections, report drafting, issuance, and tracking	A,R	I	
Conduct spot checks of Accident Prevention Plan implementation	C,	I	
Response to spot checks of Accident Prevention Plan including monthly mitigation and tracking	A,R	I	



Attachment 26: [Streetcar Operations Report \(link\)](#)



# Attachment 27: Amended and Restated Monorail System Concession Agreement

**2017 – 2020 FTA Triennial Attachments**  
**Monorail System Concession Agreement**

**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:

**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 nontransit 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 nonexclusive 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 5<sup>th</sup>

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 nonexclusive 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 preexisting 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 twothirds (66.67%) of Net Operating Income for the applicable Contract Year. Notwithstanding the foregoing, beginning on January 1<sup>st</sup> 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 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 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.1.2, 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.

2. All payments shall be sent to the Seattle Center Accounting Office, at 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 RRF 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, costeffective

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

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.1.5;
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 worldclass 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 nonexclusive 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 quasigovernmental 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 identify, 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 decisionmaking 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, 2<sup>nd</sup> 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. Massmarin  
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. Massman

I certify that I know or have satisfactory evidence that Andrew P. Massman 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 2<sup>nd</sup> 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 )

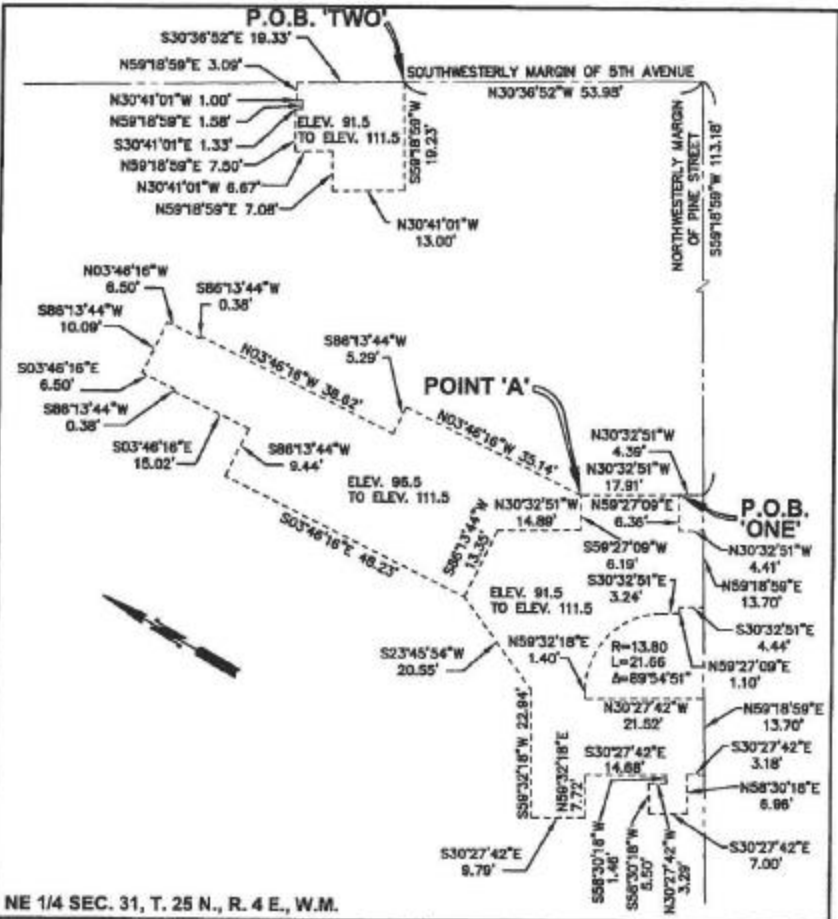
I certify that I know or have satisfactory evidence that Robert Nellams appeared before me and signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of the Seattle Center Department of THE CITY OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18<sup>th</sup> 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**



*Signature*

**Surveying & Mapping, PLLC**

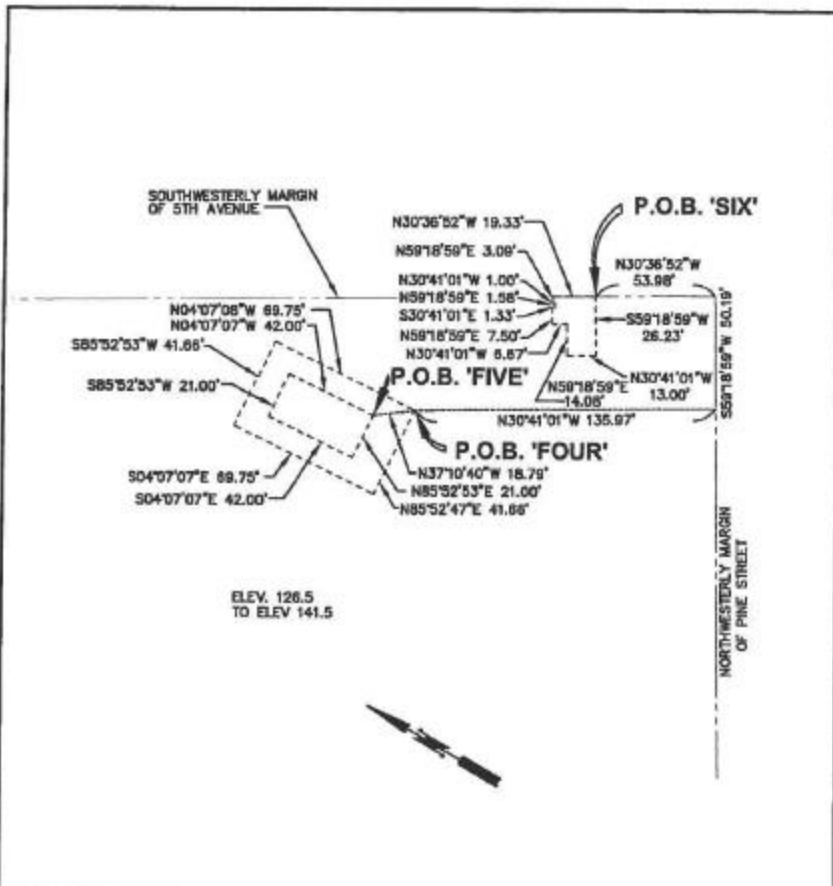
15541 26th Avenue NE  
Shoreline, Wa. 98155



**TRANSIT STATION  
ACCESS EASEMENT EXHIBIT  
METRO LEVEL**

WESTLAKE CENTER  
SEATTLE, WA.

DWN. BY DPH	DATE 6/15/2013	JOB NO. 13025
CHKD. BY PLS	SCALE 1" = 20'	SHEET 1 OF 2



NE 1/4 SEC. 31, T. 25 N., R. 4 E., W.M.

*Signature*  
**Surveying &  
 Mapping, PLLC**

15541 26th Avenue NE  
 Shoreline, Wa. 98155



**MONORAIL STATION  
 ACCESS EASEMENT EXHIBIT  
 LEVEL 2**

WESTLAKE CENTER  
 SEATTLE, WA.

DWN. BY DPH	DATE 8/29/2013	JOB NO. 1302B
CHKD. BY PLS	SCALE 1" = 50'	SHEET 2 OF 3

**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 5<sup>TH</sup> 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 5<sup>TH</sup> 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 5<sup>TH</sup> 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 5<sup>TH</sup> 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.

*Signature*

**Surveying &  
Mapping, PLLC**

*"Professional & Accessible"*



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