



RFP Information

North SeaTac Park Disc Golf Course Operations & Maintenance

Issue Date: December 28, 2023

Closing Date: January 25, 2024

SeaTac Contact Information

Michael Fitzpatrick, Parks Projects & Operations Manager

Phone: 206.973.4671

Email: mfitzpatrick@seatacwa.gov

Contact Information

Group Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

All proposals must be submitted by January 25, 2024, before 5:00 p.m. local time.

City of SeaTac

4800 South 188th Street

SeaTac, WA 98188

Phone: 206.973.4671

Mfitzpatrick@seatacwa.gov

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Exhibits:

- A. Disc Golf Course Agreement Area
- B. Scope of Services
- C. Park User Agreement

1. SCHEDULE

December 28, 2023	Public announcement of Request for Proposals
January 11, 2024	Questions due, in writing not later 12:00pm local time
January 25, 2024	Proposals due, not later than 5:00pm local time
Jan. 29-Feb. 2 2024	Review Proposals + Set Interviews if necessary
February 5-9, 2024	Conduct Interviews
Feb. 12-16, 2024	Issue Agreement for signature

2. SUBMITTAL INSTRUCTIONS

If you would like to submit a hard copy proposal, please call 206-973-4671 to schedule an appointment to hand deliver the proposal or ship via commercial carrier to arrive prior to the due date and time. Electronic submittals should be submitted to mfitzpatrick@seatacwa.gov. Proposals shall contain all required information as defined within section **11 (A-I)** and be submitted to the City of SeaTac Parks and Recreation Department no later than the date, time, and place as stated on the cover page of this RFP or as amended. Proposals will not be accepted at any other City location other than SeaTac City Hall. **Late proposals will not be accepted or reviewed.**

Proposers shall be fully responsible for all costs incurred in the preparation and submittal of their proposals.

3. SUBMITTAL DUE DATE

To be eligible for consideration, if submitting in person or by mail, three (3) hard copies of a response to this Request for Proposals (hereafter called "response" or "proposal") must be received at the City of SeaTac City Hall located at 4800 South 188th Street, WA 98188-8605 no later than **5:00 p.m., January 25th, 2024**. Hand-delivered responses must be submitted in a sealed envelope with the group's name and due date clearly identified on the outside.

Envelopes should be clearly marked "Disc Golf Bids" in the lower left-hand corner.

Email Proposals should be in PDF Format, with a date/ time stamp **by 5:00pm on January 25, 2024.**

4. GENERAL INFORMATION

Incorporated in February 1990, the City of SeaTac is located in the Pacific Northwest, approximately midway between the cities of Seattle and Tacoma in the State of Washington. The City has a population of 31,740. SeaTac is a vibrant community, economically strong, environmentally sensitive, and people oriented. The City boundaries surround the Seattle-Tacoma International Airport, (approximately 3 square miles in area) which is owned and operated by the Port of Seattle.

5. DESCRIPTION OF DISC GOLF OPERATIONS

The City of SeaTac Parks and Recreation Department is seeking to enter into an operations and maintenance agreement with qualified individuals for the land use and management of a 27-hole disc golf course located within North SeaTac Park. A facility aerial photo is included as **Exhibit A** to show the facility agreement area operated/maintained by the selected proposer.

The disc golf course is open to the public when scheduled tournaments are not being conducted.

SeaTac Parks and Recreation Department envisions the disc golf course will be operated at the highest standards that will make a significant improvement to the visual quality and ambiance of the park and the community, while providing a recreational opportunity to the public. The selected proposer shall meet the goals, vision, and interests of the SeaTac Parks & Recreation Department in professionalism, consistency, and demonstrating the ability to operate a disc golf facility.

The City reserves the right to repurpose nine (9) holes of the course for park improvement(s). The selection of the nine (9) holes will be at the discretion of the City to meet the needs of the designated improvement(s). This City shall provide the Operator 90-days written notice of the proposed park improvement(s) and work with the operator to determine the most appropriate reconfiguration of the disc golf course mutually acceptable by both parties.

6. DISC GOLF COURSE BACKGROUND

In the early 2000's, the original 18-hole course was constructed within North SeaTac Park through mutual agreement between the City of SeaTac Parks and Recreation Department and local disc golf developer. The course was expanded to 27 holes in 2014. The course is noted as being heavily tree-lined, technical, well balanced and appealing to disc golfers of varying skill levels.

7. SCOPE OF SERVICES

Please see **Exhibit B** for scope of services representative of the operations/maintenance of the disc golf course.

8. CITY STAFF RESPONSIBILITIES:

- 1.** To ensure compliance with all applicable environmental laws and regulations due to Operators occupancy of the Property;
- 2.** To provide access and parking for visitors and maintenance vehicles and equipment.
- 3.** To incorporate the disc golf course into other city programs as deemed appropriate;
- 4.** Continuing open communication with selected Operator.
- 5.** Informing selected Operator of other events or projects at North SeaTac Park that may impact disc golf course.
- 6.** Reviewing and approving annual proposed schedule.
- 7.** Reviewing annual maintenance schedule provided by Operator to ensure alignment with City goals.
- 8.** Reviewing and approving codes, rules, marketing materials and other communication documents between the Operator and public.
- 9.** Provide signage, including rules and regulations, park hours and applicable codes.
- 10.** Hosting a bi-annual meeting (Spring and Fall) to discuss the course operations, maintenance, community feedback, Special Use Permit requests and review proposed projects that align with Operator mission/vision statement and City goals.
- 11.** Notify any other Departments within the City of events which may require additional support (i.e. Included and not limited to parking enforcement for larger events).

12. Periodic assessment of tree health and major maintenance, which may be outside the scope of the Operator's ability.
13. Daily pick up and dispose of litter located outside the Agreement area.
14. Quarterly assessments of the course to ensure compliance with maintenance and safety standards.
15. Other responsibilities that may be set out elsewhere in this Agreement.

9. AGREEMENT LENGTH

The Agreement is to be reviewed by the Parties annually no later than the last day of the current calendar year to determine whether a renewal is appropriate. Any renewal agreed upon by the Parties shall be in writing and this Contract shall be limited to four years, inclusive of any renewal.

10. PROPOSAL (SUBMITTAL) REQUIREMENTS

To ensure that all information provided is properly evaluated, please organize and label proposals in the structure provided below (11A, 11B, 11C, etc.). Proposals (submittals) shall include, at minimum, the following:

A. Experience/Background:

Demonstrate qualifications of group and all professional personnel to be assigned to the disc golf course operations by providing experience summaries describing their education, credentials, related experience, and their proposed roles for operations. Provide information about previous relevant experience (within the last 5 years) that is comparable. Please state whether the proposing group is a non-profit corporation with a governing board and provide Employment Identification Number (EIN). Provide an organizational chart detailing how staff or volunteers will be assigned and supervised in implementing tasks associated with proposal and their availability to perform the work.

B. Proposed Program Approach

Provide a detailed plan of your proposed operation of the agreement area. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of disc golf course operations. Please include your "Code of Conduct" and the structure of your entity and Board of Directors (i.e. an organizational chart and duties). Please include relevant experience in designing, building, and operating a disc golf facility in similar size, during the past five years. Describe approach outlining how/when programming will be offered to City of SeaTac residents.

C. Financial Responsibility & Cost

Demonstrate/describe your ability to provide the necessary capital and equipment for successful operations and ability to meet all financial responsibilities. Give a detailed explanation of your financial plan to build/install any proposed course improvements and other startup costs. A description of your experience in financing a disc golf facility in similar size, during the past five years.

D. Future Improvements, Repairs & Maintenance

Describe any proposed future capital improvements, repairs, and/or maintenance. Include a tentative schedule for completion of projects with an estimated cost/value of each, with emphasis on experience/understanding of constraints analysis (geotechnical, drainage,

proposed construction materials). The disc golf course maintenance plan should include a weekly schedule showing planned maintenance activities including but not limited to mowing the disc golf course grass and vegetation trimming as well as other customary maintenance activities. The schedule should reflect the seasonal nature of landscape maintenance duties depicting mowing/trimming frequency to achieve a uniform and tidy appearance throughout the course. The plan should also include the estimated number of hours participating specifically in urban forest restoration efforts within North SeaTac Park within the disc golf course operation area removing invasive plants and/or replanting with native vegetation.

E. Preliminary Business Plan

Provide a preliminary business plan addressing the operations and maintenance of the facility, proposed fee schedule for tournament operations, opportunities to promote the disc golf course, and any other pertinent information you would like to highlight. Additionally, indicate who is the target audience.

F. References

Provide at least three (3) references associated with disc golf or similar work. Briefly describe your relationship to the reference and note any similarities regarding the operation or project cited compared to North SeaTac Park disc golf course. Provide up-to-date contact information including name, title, e-mail address, and phone number. If referencing an operational contract, provide information on the contract length and whether the contract is currently active.

G. Parks User Agreement Terms & Conditions

By reference, the City's Park User Agreement is made part of this RFP (**Exhibit C**) and will be used as a basis for preparing a final agreement with the successful proposer compliant with applicable law and in the best interests of the City. Proposers are advised to carefully read the Park User Agreement and to indicate general acceptance of the Agreement with the provisions to be sought by the proposer and should also identify Agreement provisions the proposer considers unacceptable and suggest alternate language.

Please review the proposed agreement, provided as Exhibit B, carefully. The City will only consider changes to items identified and submitted with the proposal. Changes to agreement terms and conditions, including insurance and indemnity, requested after the proposal has been submitted will not be considered.

H. Legal Action

Disclose any current or recent (within the past five years) legal action in progress or taken against the organization or individuals.

I. Required Signature Page for Proposal

The last page is to be signed in ink by an authorized agent of the proposer's organization.

11. EVALUATION CRITERIA: Described in Submittal Requirements, **Section 11 (A-I)**.

A	Experience/Background	15%
B	Proposed Program Approach	25%
C	Financial Responsibility & Cost	20%
D	Future Improvements, Repairs & Major Maintenance	20%
E	Preliminary Business Plan	20%
F	References	Y or N
G	Reviewed Parks User Group Agreement Terms & Conditions	Y or N
H	Legal Action	Y or N
I	Required Signature Page for Proposal	Y or N
	Total Written Score	100%

12. PROPOSAL EVALUATION

- A.** The City will evaluate proposals using the criteria set forth in section **11 (A-I)** of this RFP. The City reserves the right, in its sole discretion, to reject all proposals, waive informalities and irregularities in responses, or not award.
- B.** The City may choose to invite one or more of the Proposers to demonstrate solutions or interview with the City and/or may issue Clarifications or Best and Final Offers to the highest rated Proposers.
- C.** The City reserves the right to award a Parks User Agreement with the single highest rated Proposer without proceeding with interviews or demonstrations.

13. RFP QUESTIONS/CLARIFICATIONS

Questions shall be submitted to the City of SeaTac Parks and Recreation Department by email to: mfitzpatrick@seatacwa.gov **no later than the date and time referenced in the Schedule on page 3**. Please reference the RFP in the subject line when submitting questions via email.

- A.** Oral questions will not be answered. Questions must be in written form and submitted by email. An addendum to this RFP will be issued by the SeaTac Parks and Recreation Department as a result of the questions generated under this Request for Proposals.
- B.** A Silent Period is established between the time the City develops the RFP and the time the City recommends award of the RFP. The Silent Period includes the issuance, submittal receipt, and evaluation of the RFP. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any City employee, official, or representative regarding this RFP during the Silent Period other than the Parks and Recreation Department. All communication regarding this RFP shall be directed to the email defined above. Failure to observe the Silent Period may disqualify the proposer and/or delay or void the RFP.

14. ADDENDA

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the City will issue a written addendum to the RFP and post on City website. It is the Proposer's responsibility to check for addenda and other new documents online.

15. DEBRIEF PROCEDURES

After award, submitters may contact the Parks and Recreation Department to request a phone or in person debrief conference.

16. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Insurance requirements are included in the Parks User Agreement provided as **Exhibit C**.

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other operator(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature _____

Printed Name _____

Organization Name _____

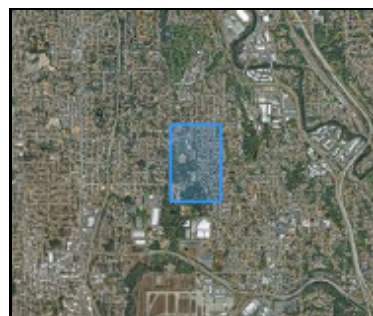
Address _____

Phone _____

Email _____

EIN Number _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL



Legend

Map Description

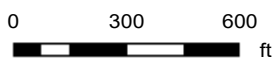
This map is not to scale and for illustrative purposes only

This document has been designed for use at 8.5 x 11 (Portrait) and is not intended for use at another size.

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Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.



Map Author: Unknown
Map Generated: Wednesday, November 29,



UNOFFICIAL

Exhibit B

Disc Golf Course Scope of Services

- 1.** Operator shall furnish, install, operate, and maintain all equipment, trash receptacles, fencing, grounds, and other improvements made to the Agreement Area. The Agreement Area is to be kept in good conditions and repair and be free of any hazardous material or waste to the satisfaction of City.
- 2.** Operator shall have the responsibility to maintain the Agreement Area.
- 3.** Operator may charge a user fee during scheduled tournaments but must otherwise allow the public to use the golf course free of charge.
- 4.** Operator shall have community programming or outreach plans to inform the public about the Disc Golf Course Operations.
- 5.** Operator shall make all improvements to the golf course at its own expense.
- 6.** Operator shall pay all expenses associated with the operation and maintenance of the Agreement Area, including any utility fees, rental fees, permits, licenses, insurance, security, personnel, tools, supplies and equipment that are necessary for the safe and efficient operation of the golf course.
- 7.** Operator shall provide all personnel, equipment, supplies necessary to serve the public as users of the golf course, ensuring that the golf course is operating in compliance with all applicable codes and regulations.
- 8.** Operator must replace and/or repair any damage to property and grounds within the Agreement Area within five (5) business days after discovery or notification of the damage. Repairs must be to the satisfaction of the City.
- 9.** Operator shall be responsible for removing graffiti placed on any of the disc golf course structures, including, but not limited to walls and fences, and must perform the removal within 24 hours of discovery or notification of graffiti.
- 10.** Operator shall request in writing in advance any permanent improvements made to the Agreement Area and such request shall be accompanied by relevant plans and drawings. Only upon written approval by City may Operator alter the Agreement Area at Operator's own cost. No permanent improvements can be made by Operator without compliance with applicable building codes and required permits. Such permanent improvements made by Operator shall belong to City at the end of the Agreement.
- 11.** Operator shall develop and enforce a Code of Conduct, to be approved by City, for members of the public who participate in the Disc Golf Course Operations.
- 12.** Operator shall provide a list of all of its annual events to City of SeaTac Parks and Recreation Department no later than March 1 or in advance of the first scheduled event of the current year, whichever is sooner.

- 13.** Operator shall provide a Maintenance Schedule for the Agreement Area for City review. Such Maintenance Schedule must include tasks to be performed weekly throughout the year. The Maintenance Schedule must include but not be limited to grass mowing, tree trimming and other botanical care. Operator's Maintenance Schedule must consider the seasonal growth habits of grass and vegetation to ensure a uniform and aesthetic appearance throughout the golf course.
- 14.** Operator shall meet with the City biannually to review contract compliance and other aspects of its operations.
- 15.** Operator shall provide portable toilets and service of the same for all scheduled tournaments at its own expense. Portable toilets shall be placed in the area(s) mutually acceptable to Operator and City before the start of each scheduled tournament. Operator shall remove these portable toilets within the same week of the completion of a scheduled tournament.
- 16.** Operator must remove debris and litter generated by the Disc Golf Course Operations by disposing them at an offsite location within a reasonable time but no later than the same week of the completion of a scheduled tournament, whichever is sooner.
- 17.** Should Operator desire to use the dumpster located at City's Maintenance Facility to dispose of debris and litter, Operator shall request and obtain consent from City in writing to access such Facility.
- 18.** Operator shall not store equipment, materials, tools, or any other items related to the Disc Golf Course Operations at the City's Maintenance Facility.
- 19.** Operator shall provide any promotional material for its operations or scheduled tournaments to City for review and approval prior to releasing the same.
- 20.** Operator's promotional and/or sponsorship signs/banners, etc., should be posted within the Agreement Area only and not displayed throughout the North SeaTac Park.
- 21.** The operator shall secure a signed release or waiver of liability from each adult participant and parent or guardian of each minor participant of the Disc Golf Course Operations.
- 22.** Operator shall maintain files of these releases/waiver of liability for a period of 3 (three) years from the date of the participation.
- 23.** Operator's Disc Golf Course Operations shall comply with City of SeaTac's National Pollutant Discharge Elimination System (NPDES) Policy and Procedure.



**AGREEMENT FOR DISC GOLF COURSE OPERATIONS
WITHIN NORTH SEATAC PARK**

THIS AGREEMENT is made and entered into effective on the date upon which the last party signs, and is by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the _____ a non-profit corporation, hereinafter referred to as “Operator”, on the following terms and conditions in conjunction with the subject matter indicated herein.

1. TERM OF AGREEMENT

This is a two-year contract commencing on _____ 2024 and ending _____, 2026. The Agreement is to be reviewed by the Parties annually no later than the last day of the current calendar year to determine whether a renewal is appropriate. Any renewal agreed upon by the Parties shall be in writing and this Contract shall be limited to four years, inclusive of any renewal.

The Contract is for Operator to conduct activities hereinafter referred to as the “Disc Golf Course Operations” upon a portion of the North SeaTac Park which is described as “the Agreement Area” and depicted in **Exhibit A**.

The City reserves the right to repurpose nine (9) holes of the course for park improvement(s). The selection of the nine (9) holes will be at the discretion of the City to meet the needs of the designated improvement(s). This City shall provide the Operator with 90-days written notice of the proposed park improvement(s) and work with the operator to determine the most appropriate reconfiguration of the disc golf course mutually acceptable by both parties.

2. OWNERSHIP & COMPASS OF AGREEMENT

Operator acknowledges that City leases the North SeaTac Park from the Port of Seattle. As a result, Operator agrees that it will abide by all terms of the Lease between City and the Port of Seattle, which is incorporated herein by reference as **Exhibit B**. Operator acknowledges and agrees that this Agreement constitutes a license to establish and maintain the Disc Golf Course Operations on the Property but shall not constitute a leasehold, sub-leasehold interest, or any other interest in real property.

Operator acknowledges and agrees further that the scope of its use of the Agreement Area within the North SeaTac Park is limited to the Disc Golf Course Operations and not for any other and further use.

City shall have ownership over disc golf course baskets.

Operator and all associated members or workers shall not be considered employees of the City because of their association with the Disc Golf Course Operations or by their presence in the North SeaTac Park for any reasons.

3. SCOPE OF RESPONSIBILITY.

City of SeaTac's responsibilities:

1. To ensure compliance with all applicable environmental laws and regulations due to Operator's occupancy and use of the Agreement Area within North SeaTac Park.
2. To provide access and parking to the public and maintenance vehicles and equipment to the North SeaTac Park.
3. To incorporate the Disc Golf Course Operations into other city programs as deemed appropriate.
4. To maintain open communication with Operator concerning the Disc Golf Course Operations and matters related to Operator's use of the North SeaTac Park.
5. To inform Operator of other events or projects at North SeaTac Park that may impact the Disc Golf Course Operations.
6. To review and approve Operator's annual proposed schedule of tournaments.
7. To review and approve all maintenance schedules proposed by Operator to ensure alignment with City's goals.
8. To review and approve codes, rules, marketing materials and other communication documents issued by Operator to the public.
9. To provide signage, including rules and regulations, park hours, and applicable codes for use of the North SeaTac Park.
10. To host bi-annual meetings with Operator to discuss the Disc Golf Course Operations, maintenance, community feedback, Special Use Permit Requests and review proposed projects for alignment between Operator's mission/vision and City's goals.
11. To notify any other city departments of Disc Golf Course Operations' tournaments which may require additional support including but not limited to parking enforcement or added security.
12. To provide periodic assessments of tree health and major maintenance or any other matters outside the scope of Operator's responsibilities under this Agreement.
13. To pick up and dispose of litter outside the Agreement Area.
14. To conduct quarterly assessment of the Disc Golf Course Operations to ensure compliance with maintenance and safety standards.
15. Other responsibilities that may be set out elsewhere in this Agreement.

Operator's Responsibilities:

1. Operator shall furnish, install, operate, and maintain all equipment, trash receptacles, fencing, grounds, and other improvements made to the Agreement Area. The Agreement Area is to be kept in good conditions and repair and be free of any hazardous material or waste to the satisfaction of City.

2. Operator shall have the responsibility to maintain the Agreement Area.
3. Operator may charge a user fee during scheduled tournaments but must otherwise allow the public to use the golf course free of charge.
4. Operator shall have community programming or outreach plans to inform the public about the Disc Golf Course Operations.
5. Operator shall make all improvements to the golf course at its own expense.
6. Operator shall pay all expenses associated with the operation and maintenance of the Agreement Area, including any utility fees, rental fees, permits, licenses, insurance, security, personnel, tools, supplies and equipment that are necessary for the safe and efficient operation of the golf course.
7. Operator shall provide all personnel, equipment, supplies necessary to serve the public as users of the golf course, ensuring that the golf course is operating in compliance with all applicable codes and regulations.
8. Operator must replace and/or repair any damage to property and grounds within the Agreement Area within five (5) business days after discovery or notification of the damage. Repairs must be to the satisfaction of the City.
9. Operator shall be responsible for removing graffiti placed on any of the disc golf course structures, including, but not limited to walls and fences, and must perform the removal within 24 hours of discovery or notification of graffiti.
10. Operator shall request in writing in advance any permanent improvements made to the Agreement Area and such request shall be accompanied by relevant plans and drawings. Only upon written approval by City may Operator alter the Agreement Area at Operator's own cost. No permanent improvements can be made by Operator without compliance with applicable building codes and required permits. Such permanent improvements made by Operator shall belong to City at the end of the Agreement.
11. Operator shall develop and enforce a Code of Conduct, to be approved by City, for members of the public who participate in the Disc Golf Course Operations.
12. Operator shall provide a list of all of its annual events to City of SeaTac Parks and Recreation Department no later than March 1 or in advance of the first scheduled event of the current year, whichever is sooner.
13. Operator shall provide a Maintenance Schedule for the Agreement Area for City review. Such Maintenance Schedule must include tasks to be performed weekly throughout the year. The Maintenance Schedule must include but not be limited to grass mowing, tree trimming and other botanical care. Operator's Maintenance Schedule must consider the seasonal growth habits of grass and vegetation to ensure a uniform and aesthetic appearance throughout the golf course.
14. Operator shall meet with the City biannually to review contract compliance and other aspects of its operations.

15. Operator shall provide portable toilets and service of the same for all scheduled tournaments at its own expense. Portable toilets shall be placed in the area(s) mutually acceptable to Operator and City before the start of each scheduled tournament. Operator shall remove these portable toilets within the same week of the completion of a scheduled tournament.
16. Operator must remove debris and litter generated by the Disc Golf Course Operations by disposing them at an offsite location within a reasonable time but no later than the same week of the completion of a scheduled tournament, whichever is sooner.
17. Should Operator desire to use the dumpster located at City's Maintenance Facility to dispose of debris and litter, Operator shall request and obtain consent from City in writing to access such Facility.
18. Operator shall not store equipment, materials, tools, or any other items related to the Disc Golf Course Operations at the City's Maintenance Facility.
19. Operator shall provide any promotional material for its operations or scheduled tournaments to City for review and approval prior to releasing the same.
20. Operator's promotional and/or sponsorship signs/banners, etc., should be posted within the Agreement Area only and not displayed throughout the North SeaTac Park.
21. The operator shall secure a signed release or waiver of liability from each adult participant and parent or guardian of each minor participant of the Disc Golf Course Operations.
22. Operator shall maintain files of these releases/waiver of liability for a period of 3 (three) years from the date of the participation.
23. Operator's Disc Golf Course Operations shall comply with City of SeaTac's National Pollutant Discharge Elimination System (NPDES) Policy and Procedure.
- 4. RESPONSIBILITY FOR EXPENSES.** Neither Party shall be responsible for expenses incurred by the other Party unless agreed to in writing prior to incurring such expenses.
- 5. PARK USER FEES & INVOICING.** Operator shall be invoiced a fee of \$100 (One Hundred Dollars) for each scheduled tournament. Payment is due to ~~the~~ City within 30 (thirty) days of invoice. Operator agrees that if it allows the invoice to be past due or delinquency of any financial obligations to City, the Disc Golf Course Operations shall cease until such financial obligations are satisfied. Operator's agreement to voluntarily cease operations shall not limit City from pursuing any other remedies City is legally entitled to, including declaring breach of this Agreement. Operator shall be assessed a \$25.00 for any payment based on insufficient funds or account closure.
- 5. EQUAL OPPORTUNITY.** Operator shall strictly abide by all local, state, and federal equal employment opportunity laws and policies relating to its employment practices. Likewise, Operator shall provide services to members of the public who use the disc golf course without discrimination.
- 6. PREVAILING WAGES.** Operator shall pay prevailing wages upon execution of this Agreement and comply with Chapter 39.12 of the Revised Code of Washington (RCW) and any other applicable prevailing wage rate provisions, as applicable. A copy of the applicable wage rates is available for viewing in our office. A hard copy of the applicable wage rates will be mailed upon request.

The following is the URL to the Department of Labor & Industries prevailing wage rates pages:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

7. WAIVER OF LIABILITY. Operator will facilitate its volunteers of the Disc Golf Course Operations to sign and return an acknowledgment and release of liability upon a form provided by City. The acknowledgment and release of liability is for any harm resulting from the volunteers engaging in activities within the Agreement Area and North SeaTac Park, or for travel to and from, or for merely being present upon these designated areas.

8. RESTRICTION AGAINST ASSIGNMENT. Operator shall not assign this Agreement or any interest herein, nor any money due or to become due hereunder without first obtaining the consent of City.

9. TERMINATION OF AGREEMENT. Either City or Operator may terminate the Agreement for failure to perform any of the provisions of this Agreement. Termination of this Agreement is accomplished by either Party giving the other Party written notice of such termination, specifying the reason for the termination, the extent and effective date thereof, by not sooner than 30 (thirty) days from the date of such notice, providing that Operator shall complete any responsibilities previously undertaken.

10. ADMINISTRATION OF AGREEMENT. This Agreement shall be administered by Vendor Contact Name on behalf of Organization Name and by Michael Fitzpatrick on behalf of City. Any written notices required by terms of this Agreement shall be served in person, emailed, or mailed as follows:

TO THE CITY:

Michael Fitzpatrick
City of SeaTac
Parks & Recreation Department
4800 South 188th Street
SeaTac, WA 98188-8605
Phone: 206.973.4671
E-mail: mfitzpatrick@seatacwa.gov

TO THE CONTRACTOR:

Contact Name
Vendor Name
Vendor Address
City, State, Zip
Phone:
Email:

11. CONSTRUCTION & VENUE, AND DISPUTE RESOLUTION. This Agreement shall be construed by the laws of the State of Washington. The Parties agree that King County, Washington, shall be the venue for any lawsuit arising from this Agreement. In the event of such lawsuit or other legal action to enforce any rights, responsibilities, or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

12. INDEMNIFICATION. Operator shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers, and agents, or any of them from any claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of Operator, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against City, its elected and appointed officers, officials, employees, volunteers, agents, and/or any of them, or jointly against City and Operator and their respective officers, employees, agents, or any of them, Operator shall satisfy the same to the extent that such judgment was due to Operator's negligent acts or omissions.

13. INSURANCE. Operator shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies with an A.M. Best's rating of A VII or better,

licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as Primary Non-Contributory Additional Insureds of said policies. Operator shall file with City a certificate of insurance evidencing that the policies are in force. Policy endorsements shall accompany the certificate as necessary to comply with these requirements.

14. LIABILITY INSURANCE. Operator shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form
\$2,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability
Blanket Contractual
OCP for Subcontractors Liability
Product and Completed Operations Liability
Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000.

AUTOMOBILE LIABILITY
\$1,000,000 per accident, bodily injury, and property damage liability, including any owned, hired, or non-owned automobile.

WORKER'S COMPENSATION
Employees of Operator are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through excess liability (umbrella) insurance. Operator must obtain a Certificate of Insurance that complies with the requirements above, which the City's Risk Management division must approve.

Failure of the Operator to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

15. MERGER AND AMENDMENT. This Agreement contains the entire understanding of the Parties concerning the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by a written instrument executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this contract.

CITY OF SEATAC

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

PORT OF SEATTLE
SEATTLE-TACOMA INTERNATIONAL AIRPORT

LEASE

THIS LEASE made as of the 6th day of JANUARY, 1994, by and between the PORT OF SEATTLE, a Washington municipal corporation, as Lessor, (herein the Port), and the CITY OF SEATAC, a municipal corporation of the State of Washington (herein the City),

WITNESSETH:

IN CONSIDERATION of their mutual promises, the parties hereto do hereby agree as follows:


LEASED
PREMISES:

1. (a) The Port hereby leases to the City, and the City hereby leases from the Port, the following described premises situated at the Seattle-Tacoma International Airport (herein the Airport), King County, State of Washington:

A tract of land consisting of approximately 205 acres legally described on Exhibit A and shown on Exhibit B, said exhibits being incorporated herein by this reference (herein the Premises), upon the terms and conditions herein.

(b) The approximate 205 acres described above includes approximately 30 acres of City streets which the City will vacate and convey to the Port pursuant to Section 4 of the Phase II Agreement Relating to the Development of North SeaTac Park.

TERM:

2. (a) This Lease shall be for a term of fifty (50) years, commencing February 1, 1995 and ending January 31, 2045 unless terminated pursuant to any provision of this Lease. PD 

(b) The City may, at its option, extend this Lease for an additional term of twenty-five (25) years by giving the Port written notice at least one (1) year prior to the expiration of the initial term of the Lease. The City must be in compliance satisfactory to the Port with the Lease at the time of giving such notice.

(c) At least one (1) year prior to the termination of this Lease or extension thereof, the City shall meet with the Port to discuss the parties' interest in negotiating a new Lease to the Premises.

RENT:

3. (a) The City agrees to pay as initial rent for the Premises the sum of TEN DOLLARS AND NO/100 (\$10.00) per year. Rent shall be payable in advance on or before the first day of each year, and shall be payable at such place as the Port may from time to time designate.

(b) In the event the City decides to use a portion of the Premises for a public works maintenance facility pursuant to Paragraph 4(b) of this Lease, it shall pay the Port rent for the portion(s) so used in an amount to be negotiated by the parties, in addition to its rental obligation under section (a) of this paragraph. The City's obligation to pay said additional rental shall terminate at the time the City discontinues use of any portion of the Premises for a public works facility.

USE OF
PREMISES:

4. (a) The City shall use the Premises to develop, operate and maintain North SeaTac Park. If any federal or state laws or regulations concerning the operation of Sea-Tac International Airport should be enacted in the future which would interfere with the City's use of the Premises, the City and the Port agree to modify the Lease to reflect such change in use.

A&C FILE # 1318
DATE 1/7/94
CO. Port of Seattle

(b) Notwithstanding the uses set forth in section (a) of this paragraph, the City may use portion(s) of the Premises, not to exceed two and one-half (2-1/2) acres for a public works facility at a location on the Premises to be agreed on by the parties. Provided that, said use shall not interfere with the public's use and enjoyment of North SeaTac Park as contemplated by all the parties to the Phase I and Phase II agreements relating to the development of North SeaTac Park. It is understood by the parties that the City's potential use of any portion(s) of the Premises for a public works facility is not intended to be permanent in nature. In the event the City's economic, financial and operational needs results in its continued use for any portion(s) of the Premises for a public works facility for longer than a ten (10) year period, the City and the Port shall meet and make a good faith effort to negotiate an extension of such use.

(c) In the construction of any improvements or other development on the Leased Premises, the City shall comply with all obligations, covenants and restrictions on construction contained in the Phase I Agreement Relating to the Development of North SeaTac Park, dated May 15, 1990 and the Phase II Agreement relating to the development of North SeaTac Park, dated July 9, 1991, attached hereto as Exhibits C and D, respectively, and incorporated by this reference as if set forth fully herein.

(d) The City shall not erect, nor permit the erection of, any structures or allow the growth of natural objects on the Premises that would constitute an obstruction to air navigation. For the purposes of this paragraph, the City agrees that no structure or growth shall be permitted that does not conform with Title 14 Code of Federal Regulations, Part 77.

(e) The City shall prohibit any activity on the Premises which would interfere with or be a hazard to the flight of aircraft over the property or interfere with air navigation and communication facilities serving the Airport.

(f) In developing the Park, the City shall conform to and abide by inner and outer safety zones and extended runway centerline corridor shown in the attached Exhibit E and based on the "Airport Land Use Planning Handbook" (California Department of Transportation, Division of Aeronautics, 1983). These areas may be modified by the Port in the future to reflect changes in airport facilities or operations. As a general guide, the farther away from the end of the runways, the more intense the uses may be. Closer to the airport, uses with dispersed numbers of people can be encouraged. Uses involving large assemblies of people shall be discouraged. Within the inner safety zone, no structures are permitted and a maximum of 10 people per acre at any time is permitted. Within the outer safety zone, outdoor uses are limited to a maximum of 50 people per acre at any time and indoor uses are limited to a maximum of 150 people per building at any time. Along the extended runway centerline corridor beyond the outer safety zone, large concentrations of people along the runway centerlines should be discouraged.

**ACCEPTANCE
OF PREMISES:**

5. The City has examined the Premises, accepts them in their present condition and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to the City's use of the Premises in accordance with paragraph 4 above.

EASEMENTS:

6. (a) The parties recognize that the Port facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port and its agents shall have the right on reasonable notice to the City, at its cost, to enter the Premises and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair, and operate

sewer, electrical, water and drainage lines and service, and all other facilities required by the Port for its use; provided that the Port shall restore the improvements on the Premises to their original condition within a reasonable time thereafter. The Port hereby reserves such continuous easements as the Port now believes or may hereafter determine to be necessary within the Premises without any additional cost to the Port for the purposes expressed hereinabove. The City and the Port agree that this right shall not lessen or eliminate the City's obligation under the Lease to maintain the Premises. The Port shall cooperate with the City in minimizing any disruption to the City's use of the Premises.

(b) The Port reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing or taking off from operation on the Airport. The City agrees the Premises shall be subject to a permanent and nonexclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Premises with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereinafter made by the Port or its successors and assigns and for the benefit of the Port, its successors and assigns, guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport. Said easement and burden, together with all things which may be alleged to be incident to or to result from the use and enjoyment of said easement, including, but not limited to, noise, vibrations, fumes, deposits of dust or other particulate matter (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other things which may be alleged to be incident to or to result from the normal operation or control of aircraft over or in the vicinity of the Premises or in landing at or taking off from the Airport, shall constitute permanent burdens on the Premises. The burdens and conditions described within this easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. The City furthermore waives all damages and claims for damages against the Port caused or alleged to be caused by or incidental to the normal operation or control of aircraft over or in the vicinity of the Premises or in landing or taking off from the Airport. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereinafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air. The City also agrees to make any sublessee aware of this easement.

**TITLE TO
IMPROVEMENTS:**

7. Prior to the expiration or sooner termination of this Lease, title to the buildings and other improvements constructed by the City on the Premises shall remain vested in the City. At the expiration or sooner termination of this Lease, the Port may, at its option, require the City to remove all or a portion of the buildings and/or other improvements at the City's cost. If the Port exercises this option, the City shall at its sole expense on or before the expiration or sooner termination of this Lease remove the buildings and/or other improvements as directed by the Port, including the foundations, and generally

grade the area to its pre-construction condition. If the Port does not exercise such option, the buildings and other improvements shall remain on the Premises and shall become the property of the Port without obligation to the City. All personal property and trade fixtures shall remain the property of the City provided that: (a) they are removed from the Premises by the City at its expense at or prior to Lease termination; and (b) the City repairs any damage caused to the Premises by such removal. No buildings or improvements constructed upon the Premises during the lease term shall be removed without the prior written approval of the Port.

RESPONSIBILITIES OF THE CITY:

8. (a) The City shall be responsible for, and shall pay throughout the term of this Lease, all charges for all utility services furnished to the Premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal and janitorial services.

(b) The City and Port shall have concurrent law enforcement jurisdiction in the Premises, including police patrol services, enforcement of the City Park Rules as well as other City Codes and applicable state statute and prosecution through either SeaTac Municipal Code or the revised Code of Washington. Provided, however, the City shall be responsible for E-911 response to the Premises; and provided further, that the Port shall retain primary responsibility for all law enforcement related to airport operations.

(c) The City shall be responsible for fire protection services to the Premises; provided however, the Port shall retain primary responsibility for fire protection services to the Premises when related to airport operations, including aircraft emergency situations. The City agrees to notify the Port and obtain its agreement prior to implementing or undertaking changes or alterations to the Premises' access road or hydrant system.

MAINTENANCE AND REPAIR:

9. The City shall at its sole expense, keep the Premises and all improvements thereon neat, clean, and in a safe and sanitary condition and good state of repair, and shall permit no waste of any kind.

INSPECTION:

10. The Port shall have the right, but not the obligation, to inspect the Premises at any and all reasonable times throughout the term of this Lease including for the purposes of insuring compliance with Paragraph 26, provided that the Port shall not interfere unduly with Lessee's operations. The Port shall have no liability for failure to make such inspections.

INDEMNIFICATION - LIABILITY INSURANCE:

11. (a) The Port, its officers, employees and agents, shall not be liable for any injury (including, without limitation, death) to any persons or for damage (including, without limitation, loss of business income) to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by the City or by others (including but not limited to all persons directly or indirectly employed by the City, and any agents, contractors, subcontractors, licensees and invitees of the City), as a result of any existing or future hazardous, unsafe, defective or other condition or occurrence (including, without limitation, failure or interruption of utility service) whatsoever related in any way to the Premises (including but not limited to any improvements constructed thereon by the City) or related in any way to the City's use or occupancy thereof or of the areas adjacent thereto, except to the extent any such liability results from injury or damage caused by the sole negligence of the Port. The City agrees to indemnify and to hold the Port harmless from all liability and expenses (including, when incurred, reasonable attorneys' fees, costs, and all expenses of litigation) incurred in connection with any such items of actual

or alleged injury or damage; except when such injury or damage is caused by the sole negligence of the Port. If any such action or proceeding is brought against the Port alleging such liability, the City shall, at the request of the Port, defend the same at the City's expense by counsel reasonably satisfactory to the Port; provided that to the extent this Lease is construed to be subject to RCW 4.24.115, this provision shall not be construed to require the City to indemnify the Port for the Port's sole negligence, and where such injury or damage arises from the concurrent negligence of the Port and the City, the City's indemnity shall extend only to its negligence. THE CITY AND THE PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

(b) At all times, the City shall at its own expense maintain in full force, and in carriers rated A+, A or A- by Best's Insurance Rating Guide, liability insurance in form, on terms and conditions approved by the Port, in the minimum single limit of ONE MILLION AND NO/100 (\$1,000,000.00) (or equivalent satisfactory to the Port) and hereafter in such increased amounts or on such revised terms and conditions as the Port may from time to time specify, to indemnify both the Port and Lessee against any liability or expense relating to this Paragraph 11. The Port shall be named as an additional insured, and shall be furnished with appropriate written evidence to establish that the City's insurance obligations as herein required have been and continue to be met, and that the insurance policy or policies as herein required are not subject to cancellation without at least forty-five (45) days' advance written notice to the Port. The inclusion of the Port as an additional insured shall not create any premium liability for the Port.

(c) The City shall obtain and maintain in its files written evidence of liability insurance from its Sublessees in the same amount and on the same terms and conditions as provided for in Paragraph 11. (a) above.

(d) In consideration of the Port's execution of this lease, the City hereby waives any immunity the City may have under applicable workers' compensation benefit or disability laws, (including but not limited to Title 51 RCW) in connection with the foregoing indemnity. Such waiver shall not prevent the City from asserting such immunity against any other persons or entities. THE CITY AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

**WAIVER OF
SUBROGATION:**

12. The Port and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the Port or the City.

TAXES:

13. The City shall be liable for, and shall pay throughout the terms of this Lease, all license fees and all excise taxes payable for, or on account of, the activities conducted on the Premises and all taxes on the property of the City on the Premises and any taxes on the Premises and/or on the Leasehold interest created by this Lease and/or any taxes levied in lieu of a tax on said Leasehold interest and/or any taxes levied on, or measured by, the rentals payable hereunder, whether imposed on the City or on the Port. The City shall reimburse the Port for all such taxes paid or payable by the Port. With respect to any such taxes payable by the Port which are on or measured by the rent payments hereunder, the City shall pay to the Port with each rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the

Port is or will be entitled to reimbursement from the City shall be payable by the City to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved, provided, that the City shall be entitled to a minimum of ten (10) days written notice of the amounts payable by it.

**COMPLIANCE
WITH PORT
REGULATIONS
AND WITH ALL
LAWS:**

14. (a) The City shall comply with all applicable rules and regulations pertaining to the Airport, the improvements or other realty of which the Premises are a part, promulgated from time to time by the Port; provided that such rules and regulations are not inconsistent with the reasonable exercise by the City of any rights or privileges granted to it hereunder. The City agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations including without limitation any regulations imposed by the FAA respecting the Premises and those relating to environmental matters. The Port and the City reserve the right to challenge any law, ordinance or regulations.

(b) Any fees for any inspection of the Premises during or for the Lease term by any federal, state or municipal officer and the fees for any "certificate of occupancy" shall be paid by the City.

**ASSIGNMENT
OR SUBLEASE:**

15. (a) The City shall not assign or transfer this Lease or any interest therein nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise.

(b) The City shall not sublet any portion of the Premises without obtaining prior approval of the Port's Managing Director, Aviation. Subleases with the following are approved upon the full execution of this Lease: North Sea-Tac Park BMX Association, North Sea-Tac Park Equestrian Association and State of Washington, Department of General Administration (for the Division of Archives).

For all other proposed subleases, the Port must be notified at least forty-five (45) days prior to the date of occupancy of the sublessee. Upon notification of a proposed sublease, the Port shall have thirty (30) days to notify the City of its disapproval of the sublease. Any proposed sublease not disapproved by the Port within thirty (30) days of notification shall be deemed approved. The City shall not proceed with any subleases disapproved by the Port in the manner provided herein and it shall be an event of default under this Lease if the City enters into any sublease in disregard of the Port's disapproval. The Port's disapproval of any proposed sublease shall not be exercised unreasonably or arbitrarily.

DEFAULTS:

16. Time is of the essence of this Agreement. The City shall pay interest monthly at the annual rate of eighteen percent (18%) or the maximum rate permitted from time-to-time by applicable law, whichever is less, on all sums owing to the Port and unpaid under this Lease, commencing on the date the same is first due and payable. In the event of the failure of the City to pay the rents, interest and any and all other charges provided for in this Lease at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, including, without limitation, the City's covenant to use and maintain the Premises as a public park, the Port may, and at any time more than thirty (30) days after the Port has notified the City of such default and the City has failed to cure such default, the Port may elect to terminate this Lease and re-enter and take possession of the Premises, with or without process of law. Payment by the City to the Port of interest on rents and on any other charges due and owing under this Lease shall not cure or excuse the City's default in connection with such rents and other charges. Interest, default and all other remedies of the

Port hereunder are cumulative and not alternative. If upon such reentry there remains any personal property of Lessee or of any other person upon the Premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and the City shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to the City, after it has been stored for a period of thirty (30) days or more, the process of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from the City to the Port, and balance, if any, shall be paid to the City. Notwithstanding any such termination or reentry, the liability of the City for the full rents and interest provided for herein shall not be extinguished for the balance of the term of this Lease, and the City shall make good to the Port any deficiency arising from a reletting of the Premises at a lesser rental than that hereinbefore agreed upon. The City shall pay such deficiency each month as the amount thereof is ascertained by the Port.

TERMINATION:

17. This Lease may be terminated in advance of its scheduled expiration date in any of the following events:

(a) If any federal, state or local government or agency or instrumentality thereof shall, by condemnation or deed or conveyance in lieu thereof, take title, possession or the right to possession of the Premises or any substantial part thereof, the Port may by written notice terminate this Lease as of the date of such taking.

(b) If any court having jurisdiction in the matter shall render a decision which has become final and which will permanently or for a substantial period of time prevent the performance by the Port of any of its material obligations under this Lease, then either party hereto may by written notice terminate this Lease as of the date such performance is first prevented. This right of termination shall be and remain effective whether or not the Port, by taking affirmative action or by inaction, could have prevented the rendering of the decision or could have caused the vacation thereof before the same became final.

(c) Default by the City under this Agreement, including the City's failure to observe and/or perform any covenant, condition or agreement required under this Lease, including, without limitation, the City's covenant to use and maintain the Premises as a public park.

In the event of termination of this lease under any of the above subparagraphs, all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of such termination) shall thereupon terminate, and if the City is not in default under any of the provisions of this lease on the effective date of termination, any rent prepaid by the City shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to the City.

NONWAIVER:

18. The acceptance of rent by the Port for any period or periods after a default by the City hereunder shall not be deemed a waiver of such default unless the Port shall so advise the City in writing. No waiver by the Port of any default hereunder by the City shall be construed to be or act as a waiver of any subsequent default by the City.

**SURRENDER
OF PREMISES:**

19. At the expiration or sooner termination of this Lease, the City shall promptly surrender possession of the Premises to the Port, and shall deliver to the Port all keys that it may have to any and all improvements on the Premises. All personal property and trade fixtures shall remain the property of the City.

**ATTORNEYS'
FEES:**

20. If either party shall be required to bring any action to enforce any provision of this Lease, or shall be required to defend any action brought by the other party with respect to this Lease, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts. In the event the Port is represented by public attorneys in such action, such attorney's fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle.

**ADVANCES BY
PORT FOR
CITY:**

21. If the City shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Port may, at its sole option, upon reasonable notice to the City (with the City having reasonable time to cure) do such act or thing on behalf of the City, and upon notification to the City of the cost thereof to the Port, the City shall promptly pay the Port the amount of that cost.

**LIENS AND
ENCUMBRANCES:**

22. The City shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the Port's request, the City shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

NOTICES:

23. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Port:

Port of Seattle
Seattle-Tacoma International Airport
P.O. Box 68727
Seattle, WA 98168

To the City:

City of SeaTac
19215 - 28th Avenue South
SeaTac, WA 98188
Attn: City Manager

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

**NONDISCRIM-
INATION:**

24. (a) The City for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or

otherwise operated on the Airport for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the City shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The City for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the City shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The City assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the City or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the City or any transferee for the longer of the following periods: (a) the period during which the property is used by the Port or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

(d) In addition, the City agrees that, whether or not this Agreement is conducted with, or benefits from, Federal assistance, it shall in all matters pertaining to the performance of this Agreement conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap.

(e) The City will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals.

(f) It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in the Airport and Airway Improvement Act, as amended, and as implemented by Federal regulations shall have the maximum opportunity to participate in the performance of Leases as defined in 49 CFR 23.5. Consequently, this Lease is subject to 49 CFR Part 23 as applicable.

(g) The City will, at the timely request of the Port, provide any information needed in preparation of necessary reports, forms, documents, and other data relative to equal employment.

(h) The City hereby assures that it will include the above clauses in any sub-Leases approved by the Port and cause sub-lessees to similarly include clauses in further subLeases.

**HOLDING
OVER:**

25. If the City shall, with the Port's consent, hold over after the expiration or sooner termination of the term of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be a periodic month-to-month tenancy and may be terminated by either party at any time on thirty (30) days written notice.

**ENVIRONMENTAL
STANDARDS:**

26. (a) "Law or Regulation" as used herein shall mean environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.

(b) The City shall not allow the presence in or about the Premises of any Hazardous Substance in any manner that could be a detriment to the Premises or in violation of any Law or Regulation. The City shall not allow any Hazardous Substances to migrate off the Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters or air. The City shall provide the Port with The City's USEPA Waste Generator Number, and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence the City receives from, or provides to, any governmental unit or agency in connection with Lessee's handling of Hazardous Substances or the presence, or possible presence, or any Hazardous Substance on the Premises.

(c) If the City, or the Premises, is in violation of any Law or Regulation concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, the City shall promptly take such action as is necessary to mitigate and correct the violation. If the City does not act in a prudent and prompt manner, the Port reserves the right, but not the obligation, to come onto the Premises, to act in place of the the City (the City hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that the City is in violation of any Law or Regulation, or that the City's actions or inactions present a threat of violation or a threat of damage to the Premises, the Port reserves the right to enter onto the Premises and take such corrective or mitigating action as the Port deems necessary. All costs and expenses incurred by the Port in connection with any such actions shall become immediately due and payable by the City upon presentation of an invoice therefor.

(d) The Port shall have access to the Premises to conduct an annual environmental inspection. In addition, the City shall permit the Port access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at the Port's expense. The City shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Port's written consent. The City shall promptly inform the Port 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 City, and the City shall provide copies to the Port.

(e) Prior to vacation of the Premises, in addition to all other requirements under this Lease, the City shall remove any Hazardous Substances placed on the Premises during the term of this Lease or the City's possession of the Premises, and shall demonstrate such removal to the Port's satisfaction.

(f) No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from the City whenever the Port incurs any costs resulting from the City's use or management of Hazardous Substances on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Lease).

(g) In addition to all other indemnities provided in this Lease, the City agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises, or the migration of any Hazardous Substance from the Premises to other properties or into the surrounding environment, whether

(i) made, commenced or incurred during the term of this Lease, or

(ii) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the term of this Lease.

**MISCEL-
LANEOUS:**

27. (a) It is understood and agreed that for convenience "the City" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease.

(b) All of the covenants, conditions and agreements in this Lease shall extend to and bind the legal successors and assigns of the parties hereto.

(c) This Lease shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Lease shall be in King County, Washington.

(d) The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

(e) If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability

materially interferes with the City's use of the Premises or the improvements to be constructed by the City thereon at which time the City shall have the right to terminate the Lease.

(f) This Lease constitutes the entire Agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

**SURVIVAL OF
INDEMNITIES:**

28. All indemnities provided in this Lease shall survive the expiration or earlier termination of this Lease. In any litigation or proceeding within the scope of any indemnity provided in this Lease, the City shall, at the Port's option, defend the Port at the City's expense by counsel satisfactory to the Port.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

PORT OF SEATTLE
A municipal corporation.

By: Gary Grant

Its: GARY GRANT President

Attest: Patricia Davis

Its: PATRICIA DAVIS Secretary

CITY OF SEATAC

By: [Signature]

Its: City manager

Attest: Juanita L. Gray

Its: City clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ON THIS 26th day of October, 1993, before me,
personally appeared GARY GRANT and PATRICIA DAVIS, to me
known to be the President and Secretary of the Port Commission of the PORT OF
SEATTLE, a municipal corporation, the corporation that executed the within and
foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute said
instrument.

WITNESS my hand and official seal hereto the day and year
in this certificate first above written.

Gloria A. Matteta
Notary Public in and for the State of
Washington, residing at Meacham Island
GLORIA A. MATTEA
My Appointment Expires May 15, 1997

STATE OF Washington)
) ss.
COUNTY OF King)

ON THIS 6th day of January, 1994,
before me personally appeared D. Scott Rohlf and
Judith L. Cury, to me known to be the City Manager
and the City Clerk, respectively, of the CITY OF SEATAC, the municipal
corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year
in this certificate first above written.

Diane L. Likes
Notary Public in and for the State of
Washington, residing at Tacoma
Diane L. Likes
My Appointment Expires 10-9-1996.

