

EMERGENCY ADDENDUM TO LICENSE AGREEMENT

Between

The City of Seattle

and

Friends of Waterfront Seattle

This Emergency Addendum (“Addendum”) dated September 16, 2020, modifies and is made a part of that certain License Agreement dated September 16, 2020 (the “License Agreement”) between the City of Seattle, a municipal corporation of the State of Washington (“City”) and Friends of Waterfront Seattle, a public benefit non-profit corporation registered in Washington State (“Licensee”).

RECITALS

Under the License Agreement, the City granted Licensee the right to use, activate and manage those certain City-owned properties commonly referred to as Pier 58 and Piers 62/63 which are more completely described in the License Agreement (“the “Premises”), all on the terms and conditions of the License Agreement.

After mutual agreement to be bound to the terms of the License Agreement but before opening of the Premises to the public, there have been emergency circumstances not anticipated by the parties at the time of negotiating the License Agreement.

Currently, there is a public health emergency related to the novel coronavirus pandemic (“COVID 19 Emergency”). As a result of the COVID 19 Emergency, the City of Seattle is subject to a proclamation of civil emergency issued by Mayor Durkan on March 3, 2020, and a state of emergency declared by Governor Inslee on February 29, 2020, as amended, including the issuance of a "Stay-Home Stay-Healthy" order on March 23, 2020, as extended, and a "Safe Start" program on May 31, 2020, which orders are subject to amendment and extension and impact the anticipated activities under the License Agreement.

The COVID 19 Emergency has also resulted in economic and social impacts that are anticipated to have long-term, dynamic, and unpredictable local and regional consequences for the life of the License Agreement. These impacts may affect the operation and maintenance of the Waterfront and Premises as contemplated under the License Agreement, which may include changes for the safe operations of the Premises, limitations on hosting large gatherings and other programming, and the supports needed to create and maintain a safe and welcoming environment when downtown is sparsely populated.

In addition to the COVID 19 Emergency, the City has had to close Pier 58 to the public given structural deterioration, and has initiated an emergency demolition of the pier which will preclude any public use of the pier for the duration of this License Agreement.

In light of the COVID 19 Emergency and the emergency related to Pier 58, the parties wish to remove Pier 58 from the scope of the agreement, and to establish flexibility in exercising their respective responsibilities under the License Agreement to allow Piers 62/63 to be activated and managed in a manner that meets the intent of the License Agreement, meeting the goals and commitments agreed to by the Parties to the maximum extent practical, while allowing for them to work together to adaptively manage the Premises in real-time.

Additionally, the parties recognize that the changing nature of the COVID 19 Emergency and the demolition of Pier 58 makes it difficult to anticipate all possible needs for flexibility and

therefore the parties wish to establish a clear process for managing their respective rights and obligations under the License Agreement in a flexible manner that is responsive to the emergency situations.

AGREEMENT

In consideration of the foregoing and mutual promises herein, the parties agree as follows:

Section 1. The above recitals and definitions are made a part of this Addendum. All references in this Addendum to “the Emergency” shall mean the COVID 19 Emergency and the emergency removal of Pier 58.

Section 2. This Addendum shall take effect when signed by an authorized representative of each party and shall continue until the date when the License Agreement expires.

Section 3. Effective immediately, the Premises do not include Pier 58 and Licensee shall have no rights or responsibilities under the License Agreement with respect to Pier 58.

Section 4. The parties hereby affirm the Commencement Date is September 20th, 2020. Additionally, to achieve the intent of allowing for a two-year pilot agreement, the termination date under Section 3 of the License Agreement is extended to September 30, 2022.

Section 5. The parties agree to use the process in this Section 5 for any modifications or changes that are required to the License Agreement because of the conditions cited above (“Authorized Modifications”).

5.1 Authorized Modifications may include:

5.1.1 Changes to the event programming on Exhibit B-2 that are necessary due to governmental orders and related conditions; and

5.1.2 Reductions to SPR maintenance activities outlined in Exhibit C that are not required due to removal of Pier 58; and

5.1.3 Changes to the public benefits in Section 7 or the funding commitments of either party under Section 8, appropriate because the ability to provide events and other public benefits as listed in Section 7 and 8 may no longer be appropriate given the Emergency.

5.2 Each party may propose an Authorized Modification by submitting such Authorized Modification to the other in writing.

5.3 The City Staff Lead and the Licensee Staff Lead shall consider the proposed Authorized Modification at the next Weekly Operations Meeting (as described in


Section 9.1.1 of the License Agreement) following receipt of the proposed Authorized Modification.


5.4 The respective Staff Lead for each party may approve the proposed Authorized Modification. The parties agree to work in good faith to consider the proposed Authorized Modification and to render a decision in a timely fashion.

5.5 If the Staff Leads are unable to agree upon a proposed Authorized Modification, the conflict resolution provisions of Section 9.2 of the License Agreement shall apply.

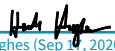
Section 6. This Addendum is made a part of the License Agreement. Except as expressly modified in this Addendum, all remaining rights and obligations under the License Agreement remain in full force and effect.

THE CITY OF SEATTLE

By: 
Jesús Aguirre (Sep 17, 2020 15:06 PDT)
Signature
Jesús Aguirre
Superintendent
Seattle Parks and Recreation

By: 
Marshall Foster (Sep 16, 2020 13:08 PDT)
Signature
Marshall Foster
Director
Office of the Waterfront and Civic Projects

FRIENDS OF WATERFRONT SEATTLE

By: 
Heidi Hughes (Sep 14, 2020 08:28 PDT)
Signature
Heidi Hughes
Executive Director
Friends of Waterfront Seattle