

Agreement Between the Seattle Legislative Department and the Washington State Liquor Control Board

November 2006

1. Introduction and Purpose of Agreement

This is an agreement between the City of Seattle acting through its Legislative Department ("Department") and the Washington State Liquor Control Board ("Board"). The purpose of the agreement is to fund an evaluation of mandatory restrictions on alcohol sales in two Alcohol Impact Areas in Seattle, recognized in the Board's Resolution Recognizing the City of Seattle's Central Core and North Alcohol Impact Areas adopted on August 30, 2006.

2. Duration

This agreement shall become effective when executed by both parties and shall terminate on March 31, 2009.

3. Termination

- A. For Cause: Either party may terminate this agreement if the other party is in material breach of any of the terms of this agreement, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. For Convenience: Either party may terminate this agreement at any time, without cause and for any reason including for convenience, upon written notice to the other party at least 60 days prior to the effective date of the termination.

D. Nonappropriation of Funding: Notwithstanding any other provision of this Agreement, if the term of this agreement extends beyond the Department's fiscal year in which this agreement is executed, then, in the event the Department's legislative authority does not appropriate sufficient funds for the purpose of continuing the project or work contemplated under this agreement, this agreement shall automatically terminate as of the last day of the last year for which funding was appropriated, and neither party shall be liable to the other for any service

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or work performed or to be performed after the termination date or for compensation due for the same.

4. Mailing Addresses

All notices, reports and correspondence to the respective parties of this agreement shall be sent to the following:

Seattle Legislative Department
attn: Central Staff Director
P. O. Box 34025
Seattle, Washington 98124-4025

Washington State Liquor Control Board
attn: Karen McCall, Retail Licenses Manager,
Licensing & Regulation
3000 Pacific Avenue SE
Olympia, WA 98504-3080

5. Alcohol Impact Areas

This agreement pertains to the Central Core and North Alcohol Impact Areas (AIAs) created by Seattle Ordinance 121487, passed in June 2004. Pursuant to Seattle Ordinance 121999, passed in December 2005, the Seattle Department of Neighborhoods and Seattle Chief of Police requested that the Board recognize and impose restrictions on sales of alcohol in these two AIAs. As of August 30, 2006, the Board recognized these AIAs and imposed restrictions on alcohol sales that went into effect on November 1, 2006.

6. Purpose and Design of Evaluation

The purpose of the evaluation is to determine the effects of any restrictions the Board may impose in the two AIAs. The evaluation shall measure the restrictions' effects on chronic public inebriation and on illegal activity associated with the sale or consumption of alcohol; shall use the best feasible and affordable scientific methods; shall include an analysis of secondary data and a systematic survey of public perceptions of chronic public inebriation and associated illegal activity; shall compare secondary data and public perceptions before the restrictions are imposed to secondary data and public perceptions approximately two years after the restrictions are imposed; and shall compare the Central Core and North AIAs to adjacent neighborhoods and the rest of the city.

7. Contract for Evaluation

The Board shall contract with Washington State University to perform the evaluation as described in Exhibit A attached "Service Center Agreement"

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(hereinafter referred to as "Consultant Contract"). The Board shall provide the Department the opportunity to review and approve any amendments to the Consultant Contract before the amendments are executed.

The Department shall bear half the cost of the Consultant Contract, in its original form as in Exhibit A or as amended and approved by the Department. The Board shall invoice the Department for services rendered under the Consultant Contract upon completion of the Pre-Seattle AIA phase of the evaluation (target completion date in February 2007). The invoices shall describe the consultant work performed and shall include the deliverables specified in the Consultant Contract.

The Board may invoice the Department for the full cost (but not to exceed \$44,500) of the rendered services that constitute the Pre-Seattle AIA evaluation activities specified in the Consultant Contract; if so, and subsequent amendments reduce the cost of the Consultant Contract or the consultant does not perform all the contracted services, the Board shall reimburse the Department so that the Department bears no more than half the ultimate cost of the services performed under the Consultant Contract.

In the event that WSU's effort to seek additional funding (approx. \$12,000) to cover the full cost of the Post Seattle AIA telephone survey of community residents with a goal of 1,200 completed interviews is unsuccessful, the Department will collaborate with the Board and WSU to seek alternative funding. If alternative funding is not available, then the Board and the Department will each share half the cost.

8. Indemnification

The Department shall indemnify and hold harmless the Board and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, resulting from any act or omission of the Department, its officers, agents, and employees, or any of them, arising out of this Agreement

In the event that any suit based upon such a claim, action, loss, or damage is brought against the Board, the Department shall defend the same at its sole cost and expense; provided, that, the Board retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the Board and its officers, agents, and employees, or any of them, or jointly against the Board and the Department and their respective officers, agents, and employees, or any of them, the Department shall satisfy the same.

The Board shall indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, resulting

from any action or omission of the Board, its officers, agents, and employees, or any of them arising out of this Agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the Board shall defend the same at its sole cost and expense; provided that the Department retains the right to participate in the said suit at its own expense, if any principle of governmental or public law is involved; and if final judgment be rendered against the Department, and its officers, agents, and employees, or any of them, or jointly against the Board and the Department and their respective officers, agents, and employees, or any of them, the Board shall satisfy the same.

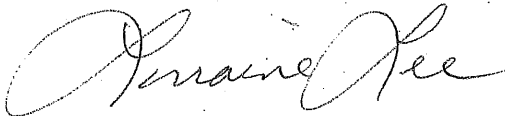
9. Amendments

This agreement may be amended at any time by mutual written agreement of the parties.

10. Venue

The venue of any action brought hereunder shall be in the Superior Court of King County.

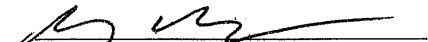
11. Signatures



Lorraine Lee
Director of Licensing & Regulation
Washington State Liquor Control Board

11-15-06

Date



Ben Noble
Central Staff Director
Seattle Legislative Department

11-27-06

Date

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**Amendment to Agreement Between the Seattle Legislative Department and the
Washington State Liquor Control Board**


In November 2006, the City of Seattle acting through its Legislative Department and the Washington State Liquor Control Board agreed to fund an evaluation of mandatory restrictions on alcohol sales in two Alcohol Impact Areas in Seattle. The agreement is attached.

Section 2 of the agreement says the agreement will terminate on March 31, 2009.

By this amendment, the parties hereby agree to extend the agreement termination date to June 30, 2009.

All other terms of the agreement remain the same.

Signatures:



Alan E Rathbun
Director of Licensing & Regulation
Washington State Liquor Control Board

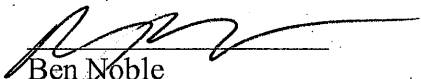
2-11-09

Date

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FEB 24 2009

LICENSING DIVISION



Ben Noble
Central Staff Director
Seattle Legislative Department

2-18-09

Date