

Attachment C

Central Waterfront Operations & Maintenance (O & M) Term Sheet

The following draft term sheet includes, but is not limited to, terms and conditions by the City and Friends that shall be incorporated in the Pilot Agreement and future Management Agreement for the Waterfront Park and Public Spaces, as identified in Attachment E. The Pilot Agreement shall cover the operations and maintenance (O&M) of Pier 62 and may also include portions of Waterfront Park where Friends currently provides summer programming. The Management Agreement shall cover the O&M of the Waterfront Park and Public Spaces and shall be approved by City Council. Where scope in the Pilot Agreement is determined by both parties to be of such a nature that dedicated staff members are not required by either party as described below due to the limited geography covered in the Pilot Agreement, both parties shall agree upon an appropriate FTE allocation.

Friends of Waterfront Seattle

1. Friends shall provide services necessary to carry out cultural, recreational and educational programming in the park and shall generally ensure free, open and public access to the Waterfront Park and Public Spaces. Friends shall be allowed to host a specified number of fundraising and ticketed events to provide revenue generation which shall support free public programming and operations of the Waterfront Park and Public Spaces.
2. Friends shall manage permitting and scheduling of activation, programming, concessions and vending, and events for those parks and public spaces covered by the agreement, excluding First Amendment expressive activities.

3. Friends shall provide, either through in-house or contracted staff, sufficient personnel and general staffing necessary to promote and support the effective operation of all programs and events, including:
 - a. Operations
 - b. Hospitality
 - c. Concessions
 - d. Safety and Outreach
 - e. Event and Permitting Coordination for non-First Amendment expressive activities
4. Any in-house or contracting procured for the activities described in subsection 3 above that are funded from the Seattle Park District or any other City resource shall include provisions for area standard wages and benefits and shall also include labor harmony protocols. These requirements shall also apply to any promoter of any ticketed event requiring a Special Event Permit from the City's Special Events Committee.
5. Friends and the City shall develop an operating budget which includes public funding and private funding raised by Friends. All proceeds derived from revenue generation within the area governed by the agreement shall be applied towards programming and activation in that same area, and/or to fund O&M requests to City departments that would be additional to defined base level of O&M scope.
6. Recognizing the Waterfront Park and Public Spaces shall have a unique branding and visual identity, Friends shall create a Communications & Style Guide for the Waterfront Park and Public Spaces, subject to City input and approval, which shall be co-branded Friends and the City.
7. Friends shall have the ability to organize and lead volunteer programs, including maintenance, in coordination with DPR and subject to City labor requirements that are consistent with other City parks.

8. Notwithstanding the benefits naturally occurring in public parks, Friends shall commit to a series of public benefits that shall:
 - a. Ensure programming and activation is representative of and directed towards underserved communities and that such programming and activation is actively marketed to underserved communities with free or reduced cost access provided to such communities.
 - b. Assure recruitment of underserved communities for concession and other vending opportunities
9. Friends, in consultation with DPR and the Oversight Committee, shall conduct an annual O&M planning process no later than September 15 of each year for the succeeding year. Such process shall include a comprehensive programming and activation plan and budget and shall specify how the spaces covered by the agreement will be operated and maintained in a manner consistent with the Performance Standard defined in Section 5 of this ordinance.
10. Friends, in consultation with DPR and the Oversight Committee, shall coordinate an annual reporting process based on the Performance Standard metrics under which Friends shall report on the performance of their responsibilities for programming and activation of the spaces covered by the agreement. Such reports shall include such data as Friends may reasonably determine necessary and appropriate for evaluating their performance under the applicable annual plans and the agreement. For the Pilot Agreement, these reports will include, but are not limited to:
 - a. A summary of programs and activities;
 - b. Detailed revenue costs and expenditures, and budgetary forecasts;
 - c. Participation by underserved communities;
 - d. Community surveys or other feedback tools, and measurements to indicate the

levels of participation in events and activities; and

- e. An assessment of set aspirational targets for Women- and Minority-Owned Business Enterprises (WMBE) contracts, vendors, and concessions, as well as actual outcomes regarding those targets.

This report shall be reviewed by the Oversight Committee prior to submission to the City, who shall provide recommendations on annual spending allocations based on the prior year's performance. This feedback shall accompany the annual report and be presented jointly with City and Friends' leadership to the City Council each year.

11. Friends shall have a reasonable right of termination as recourse if there is significant and lasting breach of the terms of the agreement by the other party. This right shall be subject to a cure period during which time the City shall make a good faith effort to resolve the identified issues.

City of Seattle

1. The City, generally through DPR or other departments as designated by the City, shall regulate the permitting of, and maintain responsibility for, all First Amendment expressive activities and events, in accordance with applicable City rules and regulations.
2. The Pilot Agreement shall include funding from the Seattle Park District of \$310,000 in 2019 and \$315,250 in 2020 to support maintenance services for waterfront spaces that DPR is responsible for providing. Recommended levels of maintenance services shall be informed by task hour summaries prepared by ETM Consultants in 2018 and the Performance Standard.
3. It is anticipated that funding for the Management Agreement will come from Seattle Park District funds, the DPR operations and maintenance budget that had been previously allocated to Pier 62 and Waterfront Park, the City's general fund support and

commercial parking taxes and shall be sufficient to provide a high-quality, consistent level of maintenance and safety and security. Based on the ETM Report, the City has determined that, as of 2023 when the Waterfront Park and Public Spaces are completed, baseline funding in the amount of \$4.8 million will be needed for operation and maintenance and safety and security of the Waterfront Park and Public Spaces.

4. DPR shall create a dedicated team of maintenance staff who shall be responsible for amenities located in the Waterfront Park and Public Spaces. The initial scope of the Pilot Agreement shall be Pier 62; the scope of the future Management Agreement shall be the Waterfront Park and Public Spaces as shown in Attachment E.
 - a. DPR and Friends shall agree upon protocols for Friends to provide input into the qualifications and skill necessary for selection of DPR dedicated staff.
 - b. DPR and Friends shall agree upon protocols for Friends to request work changes and establish clear communication and work coordination channels that allows for timely response and follow through.
 - c. SDOT shall maintain maintenance responsibilities for right of way infrastructure, including but not limited to the roadway, sidewalks, dedicated bike path, signals, and lighting.
 - d. Other City departments, such as Seattle Public Utilities, shall maintain responsibility for their assets unless they reach an agreement with either Friends or another City department to provide those services.
 - e. Any services above baseline funding for routine or emergency maintenance on city-owned property shall be purchased from DPR and shall not be performed by Friends or any contractor or sub-contractor. However, Friends shall have the right to provide non-mechanical limited maintenance of any furnishings, temporary installations or equipment to support programming and activities, if

necessary.

5. DPR, in consultation with Friends and the Oversight Committee, shall conduct an annual operation and maintenance planning process no later than September 15 of each year for the succeeding year. Such process shall include (a) a comprehensive prospective annual operating and routine maintenance plan and budget; and (b) identification of priority capital replacement investment needs aligned with the City's budget process such that relevant aspects of the plan may be reflected in the budget proposals of the respective City departments. The process shall also include an updated ten-year rolling capital replacement and investment plan reflective of the ETM Report, relevant experience and any comprehensive reviews of the Performance Standard. The plans shall specify how the Waterfront Park and Public Spaces will be operated and maintained in a manner consistent with the Performance Standard.
6. DPR, in consultation with Friends and the Oversight Committee, shall coordinate an annual reporting process based on the Performance Standard metrics under which DPR shall report on their performance of their respective responsibilities for operation, management and maintenance of the Waterfront Park and Public Spaces. DPR's reporting shall take the form of the existing Park Inspection Program. Such reports shall include such data as DPR may reasonably determine necessary and appropriate for evaluating its performance under the applicable annual plans of either the Pilot Agreement or future Management Agreement.
7. The City shall have a reasonable right of termination as recourse if there is significant and lasting breach of the terms of the agreement by the other party. This right shall be subject to a cure period during which time Friends shall make good faith effort to resolve the identified issues.