



Legislation Text

File #: CB 119448, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the funding, operations, and management for Central Waterfront improvements; identifying philanthropic funding for construction and operations and maintenance and safety and security of public spaces on the Central Waterfront; identifying a timeline for philanthropic fundraising and contributions; authorizing the Seattle Department of Transportation and the Department of Parks and Recreation to execute a two-year pilot agreement in preparation for a long-term agreement with Friends of Waterfront Seattle to operate and manage public spaces on the Central Waterfront; dissolving the Central Waterfront Steering Committee; and creating the Central Waterfront Oversight Committee.

WHEREAS, in January 2011, the Seattle City Council (Council) adopted Resolution 31264, creating the

Central Waterfront Committee (CWC) to oversee development of the waterfront conceptual design and framework plan, ensuring robust and innovative public engagement, identifying public and private funding sources, and establishing the foundation for a lasting civic partnership; and

WHEREAS, in that same resolution, the Council directed the implementation of the Central Waterfront Initiative according to the Central Waterfront Guiding Principles; and

WHEREAS, in that same resolution, the Council directed the implementation of the Central Waterfront Improvements to, among other things, engage the entire city, remain focused on public uses and activities that attract people from all walks of life, and provide a “waterfront for all,” as articulated in the Central Waterfront Guiding Principles; and

WHEREAS, in August 2012, the Council adopted Resolution 31399, which endorsed the Central Waterfront Concept Design and Framework Plan, developed following broad and inclusive public engagement over two years; and

WHEREAS, Resolution 31399 endorsed the CWC’s Strategic Plan, which established a funding plan and set of

action steps to implement improvements to Seattle’s Central Waterfront, including endorsement of a funding strategy which called for leveraging a mix of public, private, and philanthropic sources to achieve the public’s vision for the Central Waterfront; and

WHEREAS, through Resolution 31399, the Council recognized that other cities had successfully established relationships with non-profit organizations to provide consistent management of complex public spaces, and the Strategic Plan recommended developing such relationships; and

WHEREAS, through Resolution 31399, the Council supported the creation of the non-profit Friends of Waterfront Seattle (Friends) to advocate for implementing the Central Waterfront Framework Plan and Concept Design; and

WHEREAS, Friends was incorporated in 2012 to champion the “Waterfront Seattle” Program through outreach initiatives, to raise the funds necessary to complete its construction and to ensure the Central Waterfront Improvement Program’s long-term success as a vibrant public park through ongoing maintenance and programming; and

WHEREAS, in March 2014 the CWC recommended the City consider contracting with a non-profit organization to perform a range of services for the renovated Central Waterfront, including operations and maintenance and safety and security; and

WHEREAS, in August 2014, Seattle voters approved creation of the Seattle Park District, and funds collected by the District pay for operations and maintenance of Seattle parks, including an annual \$3.5 million budget with cost inflation dedicated to operations and maintenance of the Central Waterfront parks and public spaces; and

WHEREAS, the City has a history of working successfully with non-profit entities to program and activate public spaces in a way that increases access, vibrancy, and safety for all users; and

WHEREAS, since July 2015, Friends, with financial support in part from the City, has implemented a pilot program to provide programming and activation along certain sections of the Central Waterfront,

engaging more than 40,000 people in free public programming on the Central Waterfront; and

WHEREAS, in September 2016, the City and Friends entered into a joint funding agreement (Funding Agreement) to construct the Pier 62 Phase 1 Rebuild, in which Friends committed to contributing \$8 million of the total capital cost of the project, which Friends has now successfully raised; and

WHEREAS, in the Funding Agreement, the City and Friends indicated their intent to enter into an Operating Agreement for the Operations, Maintenance and Programming of the renovated Pier; and

WHEREAS, the City recognizes the unprecedented public and private investment, including a \$160 million Local Improvement District and \$110 million philanthropic contribution, in the design, planning, and construction of the Central Waterfront Improvements and recognizes the need to identify and fund an operations and maintenance and safety and security program that protects and enhances this investment and ensures new public spaces will be safe, well-maintained and inviting to the public over the long term; and

WHEREAS, in September 2017, the Council adopted Resolution 31768, in which the City stated its intent to work with Friends to reach an agreement for the long-term provision of high-quality operations and management services commensurate with the quality of programming envisioned in the public planning for the waterfront and as reflected in the improvements included in the Central Waterfront Improvement Program; and

WHEREAS, in that resolution, the City stated its expectation that any future agreement with Friends would include a scope of work that identifies a standard of care commensurate with the Waterfront Seattle investment and in which all maintenance activities shall be provided by a dedicated and consistent team of Department of Parks and Recreation staff working in partnership with Friends; and

WHEREAS, the City, consistent with Resolutions 31399 and 31768, seeks to work with Friends to further define a joint management approach to protect public and private investment by providing operations, management, and programming services to the Central Waterfront; and

WHEREAS, it is the City's intent for this joint management approach to apply to the parks and open spaces created as part of the Central Waterfront Improvement Program, the implementation of which relies on the complete funding of the program, including the passage of the Local Improvement District; and

WHEREAS, given the phased completion of the Central Waterfront area that will occur from 2020 and beyond, it is desired to establish a two-year pilot agreement (Pilot Agreement) with Friends that will govern the operations, management and programming services for Pier 62, which may include portions of Waterfront Park where Friends currently provides summer programming; and

WHEREAS, it is anticipated that a long-term agreement (Management Agreement) will be developed and approved at the end of the two-year period, covering the entire completed Waterfront area; and

WHEREAS, the Pilot Agreement will provide helpful information for development of the Management Agreement; and

WHEREAS, the Oversight Committee established in Section 5 of this ordinance will be responsible for reviewing and providing input on the Management Agreement, prior to its submittal to Council for review and approval; and

WHEREAS, Friends and City staff shall provide to the Civic Development, Public Assets & Native Communities Committee a briefing on the Pilot Agreement prior to its execution and Council shall review and provide feedback, specifically on public benefits, at that time; and

WHEREAS, any future Management Agreement shall be subject to Council approval; and

WHEREAS, the City shall separately pursue a Memorandum of Understanding with Friends of Waterfront Seattle and the Pike Place Market Public Development Authority to determine the operations and maintenance for the Overlook Walk and all associated buildings and open spaces, which shall be submitted to Council for its consideration following completion of the Overlook Walk 60 percent design milestone; and

WHEREAS, the Mayor and Council wish to express their appreciation for the extensive volunteer efforts of the

Central Waterfront Steering Committee, as well as the Committee's invaluable advice and leadership in supporting the City's efforts to design, develop, and manage new public spaces on the Central Waterfront; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Friends of Waterfront Seattle (Friends) shall be responsible for and use its good faith best efforts to secure \$110 million of commitments and collect on pledges from private individuals, corporations, foundations, and other non-City sources to contribute to the construction of the Central Waterfront parks and public spaces per the contribution schedule found in Attachment A to this ordinance. The \$110 million is inclusive of \$8 million previously committed to the City for the Pier 62 rebuild. Any costs of financing Friends may need in order to ensure timely payments to the City shall be borne by Friends and will not reduce the amount of any payment due to the City. Generally, all funding raised by Friends for the Central Waterfront parks and public spaces shall be provided through Friends.

No later than March 31, 2019, Friends shall submit to the City Budget Director for his or her review and approval its plan (Fundraising Plan) for raising the remaining \$102 million in private funds. Friends also shall annually, no later than October 1 of the year prior to any year which Friends is committed to provide funds, update the Fundraising Plan, and submit such updates to the Budget Director for his or her review and approval. The Fundraising Plan shall include annual targets for amounts to be raised and pledges secured; sequential solicitation strategies; recognition opportunities for specific Central Waterfront parks and public spaces elements; assumptions as to when pledge payments shall be made; collection strategies and internal resources needed to secure pledges sufficient to meet the fundraising schedule; a proposed progress reporting mechanism to provide quarterly updates to the City on accomplishment of fundraising milestones; financing arrangements in place or under development to ensure the timely availability of funding as needed to meet Friends' obligations to provide funds consistent with the attached schedule; and any other issues the parties mutually agree to include in the Fundraising Plan. The basic information to be included in such Fundraising Plan and

subsequent annual updates shall be summarized as reflected in the form of the Fundraising Plan and Reporting Schedule found in Attachment B to this ordinance.

Friends' donor pledges may be reviewed by the City Budget Director upon request under mutually agreed procedures to protect the confidentiality of donors' and Friends' donor information as permitted by law.

Section 2. The Director of the Office of the Waterfront and Civic Projects, the Director of Transportation, and the Superintendent of Parks and Recreation and/or their respective designees are jointly authorized to negotiate and, with approval from the Mayor, authorized to execute for and on behalf of the City of Seattle a two-year pilot agreement (Pilot Agreement) with Friends that shall govern the operations, management, and programming services for the completed Pier 62, and may also include portions of Waterfront Park where Friends currently provides summer programming. This agreement shall be negotiated by the City and Friends and include at a minimum the terms found in Attachment C to this ordinance. The Pilot Agreement shall be submitted to City Council for its review.

A. The Pilot Agreement shall be consistent with the Central Waterfront Guiding Principles, articulated in Attachment D to this ordinance, with the goal of creating a "waterfront for all." In particular, the Pilot Agreement shall ensure the new waterfront public spaces shall be open to the public and publicly accessible, be democratic and inclusive in their character, and be managed to:

- Encourage use by people of all ages, incomes, and abilities;
- Support free expression;
- Provide the public with access to high-quality and safe parks and recreation, enhanced by regular programming, concessions that support the public's use and enjoyment of the Central Waterfront, and free public access to civic and cultural events; and
- Provide living wage jobs associated with operating and maintaining waterfront parks and public spaces for local residents regardless of their age, ethnicity, gender, or sexual orientation.

To further these goals, the Pilot Agreement shall include requirements for regular public activities and activation events which shall be open to the general public without a fee being charged and shall be marketed to underserved communities. Friends shall be authorized to host revenue generating events in order to support its ability to provide these activities free of charge.

B. The Pilot Agreement is anticipated to commence in 2019 and shall have a maximum term of two years. At the end of the Pilot Agreement, the City anticipates that a long-term agreement (Management Agreement) with Friends shall be developed with review and input by the Oversight Committee established in Section 5 of this ordinance. The Management Agreement shall be submitted to the City Council for review and approval.

In the event Friends is unable or unwilling to perform its duties hereunder, the City shall, with the advice of the Oversight Committee, designate a substitute operating partner (Operating Partner).

C. The Pilot Agreement shall include funding from the Seattle Park District of \$310,000 in 2019 and \$315,250 in 2020.

D. Friends shall provide all additional funds necessary to provide programming and activation that complements the Department of Parks and Recreation's (DPR) operations and encourages public use of the parks, consistent with the scope of work under the agreement. All funds derived from revenue generation by Friends in the parks and public spaces subject to the Pilot Agreement (and thereafter, if applicable, the Management Agreement) shall be applied towards programming and activation in the areas covered by the agreement.

E. The Pilot Agreement shall identify preconditions to Friends' capacity to operate the area covered by the plan, including but not limited to staffing requirements, facility or technical staff capacity that must be in place, and funding required to ensure initial operations.

F. The Pilot Agreement shall include provisions requiring DPR to retain the responsibility to regulate the permitting of, and maintain responsibility for, all free speech activities and events in the areas covered by

the plan. DPR and Friends shall closely coordinate permitting of events with the goal of accommodating public access seamlessly. Pursuant to further authorization from the City, DPR may delegate its responsibility to regulate the permitting of, and maintain responsibility for, all free speech activities and events in the areas covered by the plan.

G. Recognizing that the future waterfront parks and public spaces (including Pier 62) are designed to accommodate large events and are intended to be actively programmed and managed by Friends (or the Operating Partner), the City shall evaluate Seattle Municipal Code Chapter 15.52 (SMC 15.52) as it relates to the current Seattle Special Event Committee policies and make recommendations to amend the chapter to consider providing direct input and approval by Friends (or the Operating Partner) for permits in the areas covered by the agreement. If deemed necessary, then the Executive will submit legislation to the Council amending SMC 15.52 accordingly.

H. For non-First Amendment events, the City shall delegate to Friends (or the Operating Partner) the permitting process (including review, approvals, and fees) for the areas covered by the agreement. Any fee revenues generated from such events shall be applied towards programming and activation in the areas covered by the agreement.

I. The Pilot Agreement shall require Friends to provide an annual report in a format approved by DPR and the Seattle Department of Transportation (SDOT) on outcomes, measurements, and assessments of activation and programming services including, but not limited to:

1. A summary of programs and activities;
2. Detailed revenue, costs and expenditures, and budgetary forecasts;
3. Participation by underserved communities;
4. Community surveys or other feedback tools;
5. Measurements to indicate the levels of participation in events and activities;
6. Conformance with the Performance Standard, as described in Section 5 of this

ordinance, once in place;

7. Intended targets for Women- and Minority-Owned Business Enterprises (WMBE) contracts, vendors, and concessions, as well as including actual outcomes regarding those targets; and

8. A summary of implementation of labor harmony protocols as described in Attachment C.

The first annual report shall be due in February of the year after the approval of the Pilot Agreement.

Section 3. In addition to the Pilot Agreement, DPR and SDOT shall, upon approval of the Mayor, submit legislation to the City Council establishing a Park Boulevard, or Park Boulevards in the parks and public spaces not already under DPR jurisdiction, as depicted in Attachment E to this ordinance (the “Park Boulevard Legislation”), and the Park Boulevard Legislation shall be adopted and signed into law prior to the execution of the Management Agreement.

Section 4. The City anticipates entering into a Management Agreement with Friends, or their successor (interchangeably referred to as the Operating Partner herein) at the conclusion of the Pilot Agreement. This Management Agreement shall be informed by the Pilot Agreement and comply with the Term Sheet described in Attachment C to this ordinance. Maintenance of the parks and public spaces shall be the responsibility of the City, primarily through DPR or its designee or successor, and shall be carried out in accordance with the Waterfront Seattle Operations and Maintenance Report prepared by ETM Associates, L.L.C. and dated July 2018 (ETM Report) and the Performance Standard. The Operating Partner shall be responsible for the operations and programming of the parks and public spaces pursuant to the conditions described herein. The City and Operating Partner shall provide that the operations and programming of the parks and public spaces shall be conducted in accordance with the Performance Standard.

A. The area to be covered by the Management Agreement shall be substantially similar to the parks and public spaces as described in Attachment E to this ordinance (Waterfront Park and Public Spaces).

B. The City, in consultation with the Oversight Committee, shall assess the readiness of a prospective Operating Partner prior to entering into a Management Agreement. Such requirements shall include but not be

limited to:

1. Successful management of Pier 62 under Friends' two-year pilot agreement with the City;
2. Financial stability, including reasonably sufficient and funded operating reserves;
3. Overall operating and capital budgets reasonably acceptable to the City;
4. Staffing plans, including appropriately credentialed and experienced leadership and management personnel;
5. Successful relationships with the Office of the Waterfront and Civic Projects (OWCP), DPR, SDOT, the Oversight Committee and relevant third-party stakeholders including the Downtown Seattle Association/Metropolitan Improvement District (DSA/MID), the Pike Place Market Public Development Authority (PPMPDA), the Alliance for Pioneer Square, the Seattle Historic Waterfront Association and the Seattle Aquarium Society (SEAS); and
6. Successful adoption of labor harmony protocols and implementation of area standard wages and benefits, as described in Attachment C.

If the assessment of readiness is positive or any shortcomings can be addressed in a Management Agreement, the City shall negotiate a Management Agreement with such prospective Operating Partner.

C. It is anticipated that future City funding for the Management Agreement will come from Seattle Park District funds, the Department of Parks and Recreation (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 operations and 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 (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. Consequently, the City shall include in the City's annual budget and in the City's annual budget requests for Seattle Park District funding, Baseline Funding for the operation and maintenance of the Parks and Public Spaces in the

total amount of \$4.8 million annually beginning in 2023, which shall increase annually by no less than 2.5 percent consistent with the Seattle Park District Financial Plan (as to the Seattle Park District component of the funding) and otherwise with the City's annual budget.

Funding for the programming and implementation of events and activities in the Parks and Public Spaces, as well as any additional maintenance activities required for special events not covered in the Management Agreement, shall be the separate responsibility of the Operating Partner and shall not be funded from Baseline Funding.

In the case of a significant economic downturn, Baseline Funding in any Fiscal Year shall also be governed by and subject to the following fiscal emergency provisions. For purposes of this Agreement, a "fiscal emergency" shall arise when the annual growth rate of inflation-adjusted total City General Fund Revenue is reasonably forecast to be negative at the time of adopting the City's upcoming annual budget. Seattle Area Consumer Price Index for Urban Wage and Clerical Workers (CPI-W) is the measure of inflation.

In the event of a fiscal emergency, the Baseline Funding and inflationary adjustment can be reduced from the amount provided the previous year by up to the percentage decline in expected General Fund revenue or by 5 percent, whichever is less. In subsequent years when the fiscal emergency criterion no longer applies, the Seattle Park District portion of the Baseline Funding shall be increased annually from the prior year's amount by no less than 2.5 percent (consistent with the Seattle Park District's planned escalation).

To the extent Seattle Park District funds are needed to fund Baseline Funding in any given year, such amounts of the Baseline Funding shall be included in annual City budget requests for District funding. For each District planning cycle, beginning with the cycle that includes 2021 through 2026, the City shall include the District's projected year-by-year share of the Baseline Funding in the proposed spending plan it submits to the District and the District's plans going forward shall incorporate such Baseline Funding amounts recommended by the City.

The Management Agreement shall provide that, in any year in which the City fails to appropriate

budgeted Baseline Funding as required under this ordinance, except for temporary reductions as provided herein, the Operating Partner may terminate such Agreement or suspend its performance under such Agreement until full Baseline Funding is restored. Similarly, in any year in which the Operating Partner cannot perform its duties or provide the financial support contemplated in this Agreement, the City may terminate or suspend the Management Agreement.

D. DPR, in consultation with OWCP, the Oversight Committee and the Operating Partner, shall include the Waterfront Park and Public Spaces within its annual park inspection program. The results of such inspections, together with projected needs or recommendations reflected in annual reviews by the Oversight Committee, shall form the basis for a rolling ten-year capital replacement and investment plan, which shall inform budget recommendations to be made by DPR, SDOT, and OWCP regarding capital replacements and investments for inclusion in the City's five-year capital improvement program for the appropriate City department.

E. The Management Agreement shall require corrective action to address deficiencies in the performance of the Operating Partner identified in annual performance evaluations or otherwise. Such corrective action shall include specific measures needed to address identified deficiencies. If necessary, the City, with the advice of the Oversight Committee, shall have the opportunity to reduce the scope of the Operating Partner's responsibilities, including termination of its Management Agreement. Supporting or successor Operating Partners should be required to demonstrate readiness to assume some or all of the responsibilities contemplated under the Management Agreement.

F. Safety and security of the Waterfront Park and Public Spaces shall be the joint responsibility of both the Operating Partner and the City. As part of the City's Baseline Funding, it shall fund and implement a public safety and security strategy such that the Waterfront Park and Public Spaces shall at all times be maintained and operated in a way that ensures the safety and comfort of all visitors to the Waterfront Park and Public Spaces and provides for the satisfaction of the Performance Standard. To that end, the Park Rules shall be posted in

prominent areas and safety personnel shall be hired and/or funded in order to ensure that Park Regulations are enforced and the Performance Standard is satisfied.

G. The rules codified in Seattle Municipal Code Chapter 18.12 relating to the operation of City parks (including the Waterfront Park and Public Spaces) and including any administrative rules adopted in relation thereto, including Multi-Departmental Administrative Rule 17-01 (Park Rules) and Department of Parks and Recreation Rule/Policy number P 060 7.21.00 or its successor rule or policy (Code of Conduct) (collectively, the Park Regulations) shall be posted and enforced in the Waterfront Park and Public Spaces.

If DPR or the City intends to propose any modifications to the Park Regulations, or adoption of special park rules for the Waterfront Park and Public Spaces (whether through rulemaking or other action of the DPR Superintendent), the City shall consult with the Oversight Committee regarding any such new or modified Park Regulations prior to publication for public comment.

Section 5. There is established the Central Waterfront Oversight Committee (Oversight Committee). This Committee shall advise and provide feedback to the City and Operating Partner on the operations and maintenance and safety and security of the Waterfront Park and Public Spaces that shall include maintenance, public safety, outreach, communications, partnerships, and programming and activation. The Committee shall help ensure there is clear planning, coordination, and delivery of high-quality, public space management services, broad, inclusive programming and activation and a safe and inviting environment for pedestrians and visitors. The Committee shall also review and provide input on the Management Agreement that shall be developed between the City and Operating Partner. The Central Waterfront Steering Committee established by Resolution 31543 is dissolved, and this ordinance supersedes Resolution 31543. The Oversight Committee shall exist and fulfill its duties hereunder for a period of not less than 20 years.

A. The Committee shall consist of 19 appointed members, appointed to position numbers 1 through 19, and four ex officio members: the Directors of SDOT and OWCP, the DPR Superintendent, and the Seattle Police Department Chief of Police, or their successors. Composition and appointment of the members shall be

as follows:

<i>Representation</i>	<i>Position Number</i>	<i>Appointment</i>
Community At-Large Members	1-6	1, 3, and 5 by the Mayor; 2, 4, and 6 by City Council
<i>Those Within the LID Assessment Area</i>		
Residential Tenant	7	Mayor
Commercial Tenant	8	City Council
Owner of a Hotel Property	9	Mayor
Owner of a Condominium Property	10	City Council
Owner of a Residential Apartment Property	11	Mayor
Owner of an Office Property	12	City Council
Owner of a property on or within one block of Pike Street or Pine Street	13	Mayor
Owner of a Commercial / Retail Property	14	City Council
<i>Non-Profit With Expertise in Public Area Operations and Maintenance</i>		
Pike Place Market Public Development Authority	15	Executive Director (or designee)
Downtown Seattle Association / Metropolitan Improvement District	16	Chief Executive Officer (or designee)
Seattle Historic Waterfront Association	17	Executive Director (or designee)
Alliance for Pioneer Square	18	Executive Director (or designee)
Seattle Aquarium Society	19	Chief Executive Officer (or designee)

Positions 1-6 shall reside outside of the final local improvement district (LID) boundaries, as currently represented by the preliminary Central Waterfront LID Special Benefit Study and included in Attachment F to this ordinance, and shall include individuals with expertise and perspectives from the labor, environmental and broader Seattle community as represented by Council Districts. Positions 7-14 shall be located within the final LID boundaries.

B. Initial terms shall be three years for Positions 4-10 and two years for all others; all subsequent

positions shall be two years, with the exception of Positions 15-19, which shall be permanent. Terms shall start by December 31, 2019. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment. A member whose term is ending may continue serving on an interim basis as a member with voting rights until such time as a successor for that position has been appointed by the Mayor or City Council.

C. The Committee may select a chair or chairs from its membership, establish a meeting schedule, select and engage advisors to support its work, and otherwise establish procedures necessary to perform its functions. The Committee shall adopt bylaws that provide for transparency in its procedures and operations, along with any other subject the Committee may determine necessary and appropriate for its work.

D. Meetings shall be conducted consistent with the Open Public Meetings Act, chapter 42.30 RCW.

E. A member's service on the Committee is voluntary and shall not be compensated other than for reimbursement of expenses pursuant to Seattle Municipal Code Chapters 4.70 and 4.72. The City shall explore providing on-site childcare and a transit subsidy to members of the Committee.

F. The Oversight Committee shall have the following responsibilities:

1. OWCP, the Operating Partner, and DPR shall work with the Oversight Committee to develop a detailed set of performance metrics collectively referred to as the "Performance Standard," for incorporation into the Management Agreement, and for use in reviewing DPR and the Operating Partner's performance annually and as otherwise provided under this Ordinance. At a minimum, the Performance Standard shall be consistent with the standard of care established in the ETM Report and shall incorporate the Parks Regulations. The Performance Standard shall also be informed by best practices of national and local park assets recognized for their operations and maintenance excellence (including Highline Park and Bryant Park in New York and Millennium Park in Chicago), DPR's existing Park Inspection Program, the experience of the Operating Partner and DPR during the Pilot Agreement, and shall be used as the basis for ongoing evaluation by the Oversight Committee of the operating performance of DPR and the Operating Partner. The metrics in the Performance Standard shall include:

- a. Levels of accessibility and use by communities from across the city;
- b. Measurements of public satisfaction and perception, including public surveys and park utilization metrics such as male-female ratios;
- c. Criteria for the cleanliness, safety, and repair of assets;
- d. Public safety and security indicators that include, but are not limited to, incident reports and Security Events, and the timeliness of the City in addressing Park Regulations violations;
- e. Levels of social service outreach training provided to Waterfront Park and Public Space employees and successful relationships with relevant social service and programs;
- f. Types and frequency of events;
- g. Successful relationships with relevant third-party stakeholders including community and neighborhood organizations from across the city, DSA/MID, PMPDA, SEAS, and SDOT;
- h. The provision of public benefits by the Operating Partner consistent with the Management Agreement;
- i. The timeliness with which any violations of Park Regulations are resolved; and
- j. Such other criteria as the Oversight Committee may recommend (initially and over time) in consultation with the OWCP or its successor, the Operating Partner and DPR.

The Performance Standard shall be established by the City in consultation with the Oversight Committee no later than the completion and submission of the Management Agreement to the City Council for its review and approval.

The Performance Standard shall be comprehensively reviewed every five years and updated as appropriate. As part of this review the City shall hire a consultant to review the Performance Standard as a tool for measuring success and make recommendations based, in part, on national best practices. As part of the review, the consultant shall review and recommend any necessary changes to the twenty-year capital investment forecast in the ETM Report. In the period between each five-year comprehensive review, the

Oversight Committee may recommend modifications to the Performance Standard to reflect changed circumstances, experience in managing the Waterfront Park and Public Spaces and best practices. Updates should take into account experience in the operations and maintenance and safety and security of the Waterfront Park and Public Spaces and reflect the evolution of best practices and discernible requirements for successful operations and maintenance and safety and security of comparable park and public space assets in other cities of comparable in scale, complexity and public use to the Waterfront Park and Public Spaces.

2. The City and the Oversight Committee shall annually monitor security incidents within the Waterfront Park and Public Spaces, including, without limitation, violations of Park Rules, incidence of crimes (both misdemeanor and felony) and interaction records of Park security personnel and the police (collectively, Security Events). If in any given year the incidence of Security Events or crimes in the Waterfront Park and Public Spaces increases by more than ten percent over the previous year (weighted in proportion to annual attendance to the Waterfront Park and Public Spaces), the Oversight Committee may conduct a comprehensive review of programming, security and outreach practices in the Waterfront Park and Public Spaces and recommend strategies to the Mayor and City Council to address the situation.

3. The Oversight Committee may, from time to time, make recommendations to the City and DPR regarding special park rules for the Waterfront Park and Public Spaces.

4. Operations and Maintenance Planning and Reporting.

a. DPR, in consultation with the Operating Partner and the Oversight Committee, shall conduct an annual operations and maintenance planning process no later than September 15 of each year for the succeeding year (Operations Plan). 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.

b. DPR and the Operating Partner, in consultation with the Oversight Committee, shall coordinate an annual reporting process based on the Performance Standard measurements under which the Operating Partner, DPR and SDOT each report on their performance of their respective responsibilities for operations and maintenance and safety and security of the Waterfront Park and Public Spaces. In the case of DPR, reporting shall take the form of the existing Park Inspection Program. Such reports shall include such data as the City and the Operating Partner may reasonably determine necessary and appropriate for evaluating each of their performances under the applicable annual plans and this Agreement.

c. OWCP or its successor, in consultation with DPR and the Operating Partner, shall provide to the public an annual evaluation of operations and maintenance and safety and security of the Waterfront Park and Public Spaces based on the Performance Standard and shall review the evaluation with the Oversight Committee.

In the event any evaluation identifies areas for improvement, DPR and the Operating Partner shall take reasonable steps to promptly identify and accomplish measures to address any such deficiencies in forthcoming operations and maintenance and capital replacement and investment planning and shall report these measures to the Oversight Committee for its review. The Oversight Committee may recommend any corrective actions or reallocation of funding between activities for the following year.

6. Beginning in 2020, the Oversight Committee shall provide an annual report to the Mayor and City Council such that the City's annual budgeting process may be well informed about the status of operations and maintenance and safety and security of the Waterfront Park and Public Spaces. Such reports shall include the findings from annual evaluations of operations and maintenance, and safety and security by the Operating Partner, DPR and SDOT and identification of any deficiencies found and corrective actions taken or recommended.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2019, and signed by me in open session in authentication of its passage this _____ day of _____, 2019.

President _____ of the City Council

Approved by me this _____ day of _____, 2019.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2019.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Attachment A - Friends of Waterfront Seattle Contribution Schedule
- Attachment B - Friends of Waterfront Seattle Fundraising Plan and Reporting Schedule
- Attachment C - Central Waterfront Operations & Maintenance (O & M) Term Sheet
- Attachment D - Central Waterfront Guiding Principles
- Attachment E - Waterfront Park: Management Agreements and Park Boundaries
- Attachment F - Waterfront Local Improvement District Preliminary Boundaries