

WATERFRONT OPERATIONS and MANAGEMENT AGREEMENT

Between

The City of Seattle

and

Friends of Waterfront Seattle

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This Operations and Management Agreement (“Agreement”) is made \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between The City of Seattle, a municipal corporation of the State of Washington (“City”) and Friends of Waterfront Seattle (“Friends”), a public benefit non-profit corporation registered in Washington State. The City and Friends are at times referred to in this Agreement as “a Party” and collectively as “the Parties”.

### 1. DEFINITIONS

- “Activation” means providing semi-permanent or regularly available amenities such as, but not limited to, moveable furniture, seasonal flowers that are not within City landscaped areas, ping-pong tables, temporary art, information and concession kiosks, and other elements, and undertaking certain tasks and activities set forth in Section 7 that create a welcoming atmosphere and encourage people to use the Licensed Areas for cultural, educational, and recreational purposes.
- “CEN” means the Department of Seattle Center.
- “Central Waterfront” means the area along the downtown Seattle waterfront, as generally bounded by Railroad Way to the south, Virginia Street to the north, the waterfront to the west, and the east side of Alaskan Way to the east.

- “Central Waterfront Oversight Committee” or “Oversight Committee” means the committee created by Ordinance 125761, comprised by members appointed by both City Council and Mayor, and five (5) members appointed by other parties, whose tasks include providing guidance and feedback on the operations and maintenance of the Licensed Areas.
- “City” means The City of Seattle.
- “City Marks” means all existing or future trade names, trademarks, word marks, service marks, product or service names, messages, symbols, logos, or other graphic or written identifications, whether registered or not, that are (i) created by or for the City and (ii) identify, relate to, or are associated with the City of Seattle and any of its departments, the Central Waterfront, and Waterfront Park and Public Spaces.
- “City Party” or “City Parties” means individually or collectively, City, its departments, or any of City’s elected officials, advisory bodies, directors, employees, contractors, agents, or representatives, but not any of the Friends Parties.
- “Claims” means all demands, suits, losses, damages, fines, penalties, liabilities and expenses (including actual and reasonable personnel and overhead costs and attorneys’ fees) resulting from (i) any actual or alleged injury (including death) of any person, (ii) any actual or alleged loss of or damage to, any property, (iii) regulatory fines or penalties asserted under federal, state or local laws or regulations, or (iv) actual or alleged infringement of any copyright, patent, trademark, or other intellectual property rights.
- “Concessions” means the right to sell food, beverages, or goods.
- “DNR Aquatic Land Lease Agreement” is defined in Section 5.
- “Effective Date” is defined in Section 2.
- “Event” means a meeting, show, competition, performance, festival, or other use for which all or a portion of the Licensed Area may be used on a temporary or limited recurring basis, including all related activities such as move-in, move-out, rehearsal, practice, and other activities that are required to facilitate the use of the Licensed Area for the authorized purpose.
- “Expressive activity” shall have the meaning set forth in SMC 15.52.005, which as of the Effective Date is: “conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means of opinion, views, or ideas that are likely to be understood as such in the surrounding circumstances. Expressive activity includes the assembly of persons for such purposes. Expressive activity includes the sale of merchandise that is inextricably intertwined with a statement carrying a religious, political, philosophical, or ideological message.”
- “Existing City Agreements” is defined in Section 5.
- “Free Speech Event” shall have the meaning set forth in Ch. 15.52 SMC, which as of the Effective Date is: “an event, other than an athletic, commercial, community, or citywide

event, that consists solely of expressive activity. 'Free speech event' does not include any event that includes any commercial activity such as commercial food or sales vendors, exhibitors, or restricted access/paid admission. 'Free speech event' may include a 'march' as defined in Section 11.25.020."

- "Friends" means Friends of Waterfront Seattle.
- "Fundraising Event" is an event that is produced to bring in financial support to Waterfront Park.
- "Hazardous Substance" means any material or substance, including any petroleum product, that is identified as a potential risk to human health or the environment, or that is regulated or in the future becomes regulated under any environmental law, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW ; Washington's Sediment Management Standards, WAC Chapter 173-204; the Washington Clean Water Act, RCW 90.48, and associated regulations; and the federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, and associated regulations, including future amendments to those laws and regulations.
- "Installations" means any semi-permanent structure that requires a review process by CEN to determine the feasibility of design and placement in the park of the structure and impact(s) to maintenance operations.
- "Labor harmony protocols" means the commitment from an employer to not interfere with the ability of its employees to endeavor to become represented by a union and the commitment from the employees not to disrupt the workplace.
- "License Agreement" means the License Agreement between The City of Seattle and Friends of the Waterfront Seattle dated September 16, 2020.
- "Licensed Areas" is defined in Section 2.
- "Friends Marks" means all existing or future trade names, trademarks, word marks, service marks, product or service names, messages, symbols, logos, or other graphic or written identifications, whether registered or not, that are (i) created by or for Friends and (ii) identify, relate to, or are associated with Friends as a non-profit entity.
- "Friends Party" or "Friends Parties" means individually or collectively, Friends, or any of Friends' assignees, sublicensees, or permittees and their respective agents, servants, employees, representatives, contractors, licensees and invitees, but not including any City Party.
- "Maintenance" means a formulated plan of cleaning and routine repairs of the Licensed Area and the facilities thereupon to maintain them in good condition that is safe and enjoyable for the public to be carried out according to the roles and responsibilities assigned in this Agreement.
- "Operations" means a formulated plan of Activation, Programming, and Events and



permitted activities provided with respect to the Licensed Areas according to the roles and responsibilities assigned in this Agreement.

- “Overlook Walk Pavilion” means the café space provided at Overlook Walk for concessions.
- “OWCP” means the Office of the Waterfront and Civic Projects.
- “Park Ambassador” means a customer-focused Friends staff member that provides information, directions, verbal reminders regarding park rules to park patrons.
- “Park Hours” means 7:00 am – 10:00 pm or as may be amended by the SPR Superintendent.
- “Performance Standard” means the detailed set of metrics titled “Waterfront Seattle Park Operations and Maintenance Performance Standard dated July 28, 2022”, which the City developed jointly with the Oversight Committee pursuant to Ordinance 125761, as may be amended from time to time.
- “Permit Fee” means a fee charged by Friends to a third-party user of the Licensed Areas for the limited right to use a portion of the Licensed Areas for non-Special Event programs.
- “Programming” means scheduled recreational classes, activities, and entertainment that bring participants to the parks, including without limitation, community events, classes, readings, sports games and tournaments, or other open public activities.
- “Protected Speech” means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, carrying signs, artistic performances, or other activities recognized by courts as entitled to protection under the Federal or Washington constitutions.
- “Public Safety Staff” means a CEN Employee that will have the authority to enforce Waterfront Park and Public Space rules in the Licensed Areas.
- “Seattle Park District” or “Park District” means the metropolitan parks district, approved by Seattle voters in 2014, which provides funding for City parks and recreation, including maintaining parklands and facilities.
- “SMC” means Seattle Municipal Code.
- “Shoreline Substantial Development Permit” means the permit obtained by the City to allow for programming and activations by Friends within the Shoreline Environment.
- “Special Event” means any event required to obtain a Special Event permit through the City of Seattle Special Events Office, as described in Seattle Municipal Code (“SMC”) Section 15.52.
- “Sponsorship Fee” means the fee collected by Friends from the sale of Sponsorship Benefits pursuant to Section 17. Sponsorship Fees shall not be considered Permit Fees.

- “Sponsorship Benefits” means those certain benefits and privileges provided by Friends to a sponsor in consideration of the payment of a Sponsorship Fee and/or other valuable consideration. Sponsorship Benefits may include such benefits and privileges as (i) designation as presenting partner and/or varying levels of sponsorship of a particular Event to be held on the Licensed Areas; (ii) signage at the Licensed Areas (subject to restrictions set forth in this Agreement); (iii) hospitality benefits at Events held at the Licensed Areas; (iv) media benefits – mentions in Friends broadcast, print and/or social media efforts; (v) community relations – mentions in Friends community marketing; (vi) on-site activation/facility use.
- “SPR” means Seattle Parks and Recreation.
- “Temporary Art” means art that is installed on a temporary basis and does not require permanent infrastructure and is not gifted to the City.
- “Ticketed Event” means an Event that will have an admission fee applied to it and closes a portion of the Park to the public for the duration of the Event.
- “Waterfront Park and Public Spaces” means the Habitat Bench, the Washington Street Boat Landing, Pier 58, Pier 62, Railroad Way, and the Waterfront Park Boulevard established under Ordinance 126444, all illustrated in Exhibit A.
- “Waterfront Park Rules” means the rules applicable to users of Waterfront Park and Public Spaces, as adopted by the Superintendent of SPR and as amended from time to time.
- “Waterfront Seattle” means the program of capital improvements to the Central Waterfront, as initially identified in the Central Waterfront Concept Design and Framework Plan, which was endorsed by City Council in Resolution 31399.
- “Waterfront Operations Liaison” means the lead CEN City staff coordinating with Friends in regard to the Operations Management Agreement.

## **2. GRANT OF LICENSE; DELIVERY OF USE; CONDITION OF LICENSED AREAS**

The City hereby grants Friends the right to use those portions of the Seattle Central Waterfront commonly referred to as Waterfront Park, as depicted on the attached EXHIBIT A (the “Licensed Areas”). The City grants Friends the right to use and occupy the Licensed Areas solely for the purpose of Friends carrying out its activities, roles, and responsibilities under this Agreement and at all times subject to its terms and conditions. Friends shall not acquire any property rights in the Licensed Areas, however, Friends’ right to use the Licensed Areas under this Agreement shall be nonrevocable except upon expiration or termination of the Agreement.

As of the Effective Date, certain portions of the Waterfront Park are still under construction and are not physically complete or open to the public. As a result, the City shall deliver use of those portions of the Licensed Areas to Friends in phases as shown on EXHIBIT B.

The Parties will use the following process for delivery of the Licensed Areas: once the City has determined that the applicable area is physically complete and suitable for public use, the City will provide Friends written notice specifying (i) the specific portion of the Licensed Areas that is being delivered for Friends' use, and (ii) the date on which the specific area shall be deemed delivered to Friends for its use. No later than two weeks after the date of delivery specified in the City's notice, Friends will begin its Operations at that specified portion of the Licensed Areas. Public Programming will begin as soon as practical given the season and lead time necessary for program implementation.

Friends accepts the Licensed Areas in their AS-IS condition as of the Effective Date or the date of delivery by the City, as applicable.

### **3. TERM**

This Agreement shall be effective on the date signed by an authorized representative of each Party (the "Effective Date") and shall expire on December 31<sup>st</sup>, 2028. This Agreement may be extended by mutual agreement for up to an additional year on the same financial terms, conditioned on sufficient City appropriations. Upon the Effective Date, the License Agreement shall automatically terminate, and this Agreement shall govern.

Any use permits Friends has granted to any third party under the License Agreement shall continue in effect but shall be subject to the terms of this Agreement unless otherwise specifically approved in writing by CEN.

### **4. GENERAL**

Friends and CEN shall carry out their respective roles and responsibilities under this Agreement for the Licensed Areas in a manner to achieve the goals set forth in Ordinance 125761.

Friends daily staffing levels will support effective Operations for the Licensed Areas as appropriate for Operations and account for seasonality.

## 5. PERMITS

This Section describes regulatory permits reasonably anticipated by the Parties to be required from time to time for Operations to be conducted by Friends under this Agreement. Friends shall remain responsible for obtaining, or causing its permittees to obtain, all additional regulatory permits and licenses required for Friends' Operations under this Agreement, including all associated costs.

### Park Use Permit

This Agreement shall function as a Park Use permit for purposes of SMC Chapter 3.26. As such, Friends is exclusively authorized to conduct Operations at the Licensed Areas, and is authorized to grant other parties permission to use the Licensed Areas, in compliance with limitations and applicable provisions of this Agreement, the Waterfront Park Rules, and without payment of any separate park use or Park permit fees to SPR; provided however, that the City, not Friends, shall be responsible for granting permits for use of the Licensed Areas for any Protected Speech Event as further described below. When granting permits or entering agreements with third parties for use of the Licensed Areas, Friends shall comply with the provisions of the Waterfront Park Rules applicable to licenses and permits.

### Free Speech Permits

Friends shall allow any Protected Speech activity at the Licensed Areas that is allowed under the Waterfront Park Rules without requiring any permit. Additionally, Friends shall staff and manage any speech activities at any Friends' gated event. Otherwise, the City shall retain the sole responsibility for issuing permits for any Protected Speech activity or Free Speech Event that requires a permit under either the Waterfront Park Rules or the Seattle Municipal Code. Friends shall not be responsible for providing any additional staff for City-permitted Free Speech Special Events or Protected Speech activities requiring a permit issued by CEN.

If Friends receives a request for use of any portion of the Licensed Areas for a Protected Speech event that requires a permit under the Waterfront Park Rules or Free Speech Event that may be reasonably anticipated to require a Special Event Permit, such as a march, Friends shall forward the request to CEN within one business day of receipt and shall provide CEN with relevant information regarding any existing Events or Activations scheduled by Friends to assist CEN in any permitting decisions.

Friends will work cooperatively with CEN to accommodate Free Speech Events and shall comply with the City's written instructions regarding any rules, policies, practices, or actions of Friends relating to Protected Speech and Expressive Activity occurring in the Licensed Areas. Friends will follow all City policies, practices, rules, and laws regarding the regulation of Expressive Activity in City parks that are publicly available or provided by the City to Friends.

For those Free Speech Events that require a Special Event Permit, the City acknowledges and agrees that Friend's use of the Licensed Areas under this Agreement is substantially similar to and should be accommodated in the same manner as are "concurrent events, the rights of abutting owners, [and] the needs of the public to use streets, parks, or other public service" described in SMC 15.52.50.

#### Special Events Permits

For an Event on the Licensed Areas that requires a Special Event permit, Friends shall utilize the following process:

- If the Special Event qualifies as needing a Special Event permit from the City, Friends will consult with CEN regarding the proposed Event and then submit an application to the Special Events Committee pursuant to Chapter 15.52 SMC.
- All applications to the City for a Special Event Permit that includes the Licensed Areas, other than Free-Speech Events, shall be made by Friends directly, or by Friends together with a third-party sponsor.
- Friends shall be responsible for payment of all Special Event Permit fees.

#### Liquor Permits

Although the Licensed Areas are a City Park, prohibitions on the serving and consumption of alcoholic beverages in a Park shall not apply and Friends may permit alcoholic beverages to be served in the Licensed Areas for Friends-sponsored Programming and Events subject to the following conditions: (i) alcoholic beverages may not be served or consumed on the Floating Dock or at Habitat Beach; (ii) Friends is responsible for obtaining or requiring any tenant, licensee, permittee, or concessionaire to obtain all required liquor permits/licenses; and (iii) Friends shall comply with, and shall require its tenants, licensees, permittees, and concessionaires to comply with, the applicable licenses/permits.

### Fire Department Permits

Friends shall apply for and obtain from the Fire Department all permits related to ingress, egress, and temporary occupancy/assembly required for Friends' Operations.

Friends shall obtain or require any permits needed for fire-related Operations, such things such as fire pits, barbeques, food preparation, propane.

Friends shall be responsible for all applicable permit fees.

### Parking Permits

Friends shall apply for and obtain parking permits needed for Friends' Operations through the Seattle Department of Transportation.

### Shoreline Substantial Development Amendments

The City has obtained Shoreline Substantial Development permits for Pier 58, Pier 62, and the Main Corridor, attached as Exhibit C for illustrative purposes, to allow for temporary structures and amenities for Operations. Friends shall comply and require any third parties to comply with the Shoreline permit terms.

If Friends needs an amendment to any of the Shoreline Substantial Development permits to carry out Friends' Operations, they will be responsible for leading the application process and fees associated with an amendment, while also coordinating with CEN and Seattle Department of Construction and Inspections.

## **6. AGREEMENTS AND LIMITATIONS**

### **A. Current Agreements**

As of the Effective Date, the City has certain contractual obligations with respect to the Waterfront Park and Public Spaces ("Existing City Agreements") and Friends accepts the use of the Licensed Areas subject to the limitations and requirements of the Existing City Agreements listed in this Section.

Tribal Agreements (each a “Tribal Agreement”)

- “Memorandum of Agreement for the Operation of Pier 62/63 Replacement Project between the City of Seattle Office of the Waterfront and Civic Projects, Seattle Parks and Recreation, and the Muckleshoot Indian Tribe”; and
- “Memorandum of Agreement for the Pier 62 Reconstruction Project between the City of Seattle Office of the Waterfront, Seattle Parks and Recreation, and the Suquamish Tribe”.

Friends acknowledges receipt of the Tribal Agreements and agrees that Friends’ rights and obligations under this Agreement are subject to each Tribe’s rights and the City’s obligations under the applicable Tribal Agreement. While it is acknowledged that Friends does not have any contractual obligations under the Tribal Agreements, Friends shall conduct its Operations under this Agreement in a manner that is consistent with each Tribe’s rights and the City’s obligations under the Tribal Agreements. Friends will not interfere with the Tribes’ rights of access to Habitat Beach, Pier 62, and the Floating Dock.

Department of Natural Resources (DNR)

Friends acknowledges that its rights and responsibilities under this Agreement are authorized by the City subject to the DNR Aquatic Lands Lease No.22- 080794 (DNR Lease), a copy of which has been provided to Friends. The parties acknowledge that under the DNR Lease, the Department of Natural Resources may levy a rental charge to the City if the public use and access does not meet the requirements for free or reduced rent under WAC 332-30-131(“DNR Aquatic Use Fee”). Friends shall be solely responsible for and shall pay all DNR Aquatic Use Fees that arise from activities for which Friends collects revenue, whether directly or through its permittees. The City shall pay DNR Aquatic Use Fees that arise from any activity for which the City collects revenue directly. Additionally, Friends shall conduct its activities under this Agreement in compliance with the DNR Aquatic Lease.

Habitat Beach

Friends shall comply with agreements that the City has in place with DNR, Tribes, Pioneer Square Alliance and WSDOT/PORT in relation to Habitat Beach operations.

**B. Future Agreements**

The City will consult with Friends with respect to future agreements that are still under negotiation between the City and third parties that relate to Waterfront Park operations and

may reasonably be expected to interface with or impact Friends' activities under this Agreement. The CEN will provide Friends copies of all agreements related to Waterfront Operations.

#### Railroad Way Plaza

Friends will be the lead partner organization for Stadium Plaza and Railroad Way Programming and Activation. CEN will support Friends with coordination among the business owners, property owners, and the Stadiums.

#### Washington Street Boat Landing

Friends will lead public selection processes for a concessionaire for the Washington Street Boat Landing and will include representation from the Alliance for Pioneer Square on the selection panel. A concession agreement between Friends and the selected party will be implemented after a public selection process. Terms of the concession agreement will be at CEN discretion and as agreed upon with Friends and the concessionaire.

Any concessionaire improvement buildout is subject to CEN approval and must be reviewed and approved in writing before any work occurs, which will include the concessionaire responsibilities for maintenance related to their operations. CEN will serve as the primary contact for any issues related to the structural integrity of the facility, and exterior maintenance not under the responsibility of the concessionaire.

The review and approval by CEN shall be for the purposes of the City as the owner of Waterfront Park, shall not be the basis for any liability of the City, and shall not substitute for any regulatory approval.

Any revenues or concession fees between a concessionaire and Friends will be retained by Friends and used for overall Waterfront Park operations support.

#### Overlook Walk (Aquarium/Market/City/Friends)

There will be a future agreement regarding use, operation, and maintenance of Overlook Walk negotiated between the Pike Place Market, the Aquarium, Friends, and the City prior to Operations and Maintenance beginning at Overlook Walk. The term sheet, EXHIBIT D outlines anticipated roles and responsibilities for each party. The term sheet will serve as the guiding principle for the City as it negotiates the future agreement with parties other than Friends, provided that any final agreement remains subject to the City's discretion and mutual agreement with the other parties to the agreement.



### C. City Adjustment Rights

Certain improvements to the Central Waterfront, including improvements that constitute Licensed Areas, have been or may in the future be financed using proceeds of tax-exempt municipal bonds. Friends agrees that Operations on those portions of the Licensed Areas financed by tax-exempt municipal bonds must comply with federal tax laws and regulations with regard to private use. For mutual reference, these requirements are currently set out in 26 CFR §1.141-3. For illustrative purposes, use by any nongovernmental person that conforms to either of the following do not constitute private business use under the above regulations in effect as of the date of this Agreement: (A) use on the same basis as any other member of the public, on the basis of rates that are generally applicable and uniformly applied; or (B) use pursuant to an arm's length negotiated arrangement under which use by the nongovernmental user may not exceed a total of 50 days (which need not be consecutive) during a calendar year, including all renewal options. In the event the above-referenced regulations or related regulatory guidance (either in the current forms or as they may be changed from time to time) adversely impact Friends' ability to carry out its activities under this Agreement, the Parties agree to work in good faith and cooperate in taking steps necessary to amend any affected use agreements to conform to the above-cited regulations.

## 7. PROGRAMMING and ACTIVATION

Friends shall provide free public programming and daily activations throughout the entire operating year (e.g., ongoing classes, book clubs, table games, art cart, recreational sports).

While programs are to be free for the public to access, rental or equipment fees associated with program participation may be applied by Friends but must be applied to help recover costs associated with offering free public programming and activations.

Any fee-based programs will be assessed by Friends to determine if a method of free access to the program can be offered to participants that may face financial hardship. Friends will charge fees that are consistent with comparable fees and facilities in the Seattle Parks and Recreation Fee Schedule as adopted by ordinance from time to time. Friends will include data from fee-based programs and any financial accommodations made in its annual report for review by the Oversight Committee.

Daily programming and activations should consider seasonality, with peak season being May-September. If any programming or activations are to take place outside of normal Waterfront Park hours of operations, Friends will work with CEN on proper notification to the public.

Friends will provide CEN programming schedules for review and coordination monthly for non-peak season and weekly during peak season. CEN may make additional requests to programming and activation schedules at its discretion. If there are any installations or amenities that require City review, Friends will follow the process outlined in Section 17.

#### Surveys

Program participant surveys and intercept surveys should be conducted as outlined in the Performance Standards.

### **8. AMENITIES**

Friends will provide temporary rotating recreational and park amenities daily except during periods of inclement weather or when otherwise impractical due to site conditions or restrictions. Examples would include one, or more at the discretion of Friends, of the following: sports fields/sports tables/ recreational equipment, games, firepits, play areas, outdoor furniture.

### **9. SPECIAL EVENTS**

#### Free Public Events

Friends will provide a range of diverse free public Events throughout the year. An annual event schedule will include a variety of Events that range in anticipated attendance as follows:

- Small Events (0-250)
- Medium Events (250-2500)
- Large Events (2500+)

A quarterly schedule of planned Events will be shared with CEN staff during non-peak season, and weekly during peak season.

### Ticketed/Fundraising Events

Friends may host up to 12 days of ticketed and/or fundraising Events throughout the Licensed Areas on an annual basis. Maintaining public access must be a priority and Friends must maintain free public access in at least two major public spaces at all times. For purposes of this Agreement, Pier 58, Pier 62, and Overlook Walk are each a major public space. Friends may propose additional ticketed Events or fundraising Events, and additional closures of major public spaces, which must be approved by CEN in writing.

Funds raised through ticketed and fundraising Events must be retained and used by Friends to support Waterfront Park Operations.

In the interim period of 2023-2024 Friends may close Pier 62 with written approval from CEN for ticketed Events given that Pier 58 and OLW will not be open to the public yet.

### Overlook Walk

Ingress and egress must be maintained on Overlook Walk at all times, including during any Ticketed or fundraising Event.

### Sound management

Friends shall comply with City noise ordinances when executing Events at Waterfront Park. At a minimum, all amplified sound will take place between the hours of 7am-10pm (Monday-Friday) or 9am-10pm (Saturday-Sunday) and shall not exceed an average L eq of ninety-five (95) Db(A) for one (1) minute as measured fifty feet (50') from the source or sources, whether or not the sounds are live or recorded.

### Event Surveys

Event surveys will be conducted for at least 4 Events/year to gauge public satisfaction under the Performance Standard.

### Event Coordination

Friends will coordinate with waterfront businesses/partners on key annual waterfront Events as outlined in the Performance Standard. An on-line shared calendar resource will be provided for

scheduling purposes at key locations such as Overlook Walk, Pier 58, Pier 62 and for awareness in other areas of Waterfront Park.

## **10. PARTNER/STAKEHOLDER COORDINATION**

### Meetings

Friends will schedule and hold programming meetings with the City and third-party stakeholders/partners a minimum of 2x/year prior to the peak and off-peak programming seasons.

Friends will schedule and hold public safety meetings with the City and third-party stakeholders/partners a minimum of 2x/year prior to the peak and off-peak seasons.

Coordination meetings with Partners and Stakeholders will be conducted as outlined in the Performance Standards.

### Resources

Friends will maintain a shared calendar of activities and events sponsored/delivered to key stakeholders and partners monthly that includes all regular day/evening programs, activations, and events held throughout the year. Any scheduling changes will be communicated appropriately.

Public Safety information will be shared on a weekly basis with the City for coordinated efforts.

## **11. RENTAL OF PREMISES FOR EVENTS/ACTIVITIES**

Friends may, at its option, provide temporary park rental opportunities subject to limitations in any Existing Agreements or subsequent City Agreements that the City has provided to Friends. Friends has the discretion to develop its own intake system for parties interested in holding events at the Licensed Areas. Friends agrees to share this intake system with CEN prior to its implementation.

Friends may set temporary rental/Permit Fees that are consistent with the Waterfront Park Fee Schedule attached as Exhibit E. Friends will assess the need for a fee reduction process.

Friends shall use all proceeds from temporary rental and Permit Fees as follows: 1) pay for actual and reasonable costs incurred by Friends associated with the use, and 2) for Friends' Operations of the Licensed Areas.

Private party rentals may include events such as weddings, photography, parties, and will be limited to zones outlined in Exhibit F. Friends may request in writing to CEN exceptions to these areas and CEN will consider the impact on public access prior to the approval of any additional rental locations.

## **12. PREMISE SPECIAL CONSIDERATIONS TO PROGRAMMING/ACTIVATIONS**

### **Floating Dock**

Friends shall conduct or authorize periodic events and activities that utilize and activate the Floating Dock and engage the public in maritime, marine health, and related topics, all subject to the terms and conditions of this Agreement, the Tribal Agreements, the DNR Lease, and subject to applicable permits and land use regulations. These activities may include kayak tours and other water activities.

Friends shall not be required to but may operate the Floating Dock for use as a boat launch, dock, moorage, or other short-term usage by the general public.

Friends shall exercise its reasonable efforts to provide that permittees using the Floating Dock or any concessionaires providing activities (such as kayak tours) comply with all applicable laws. Friends shall require all permittees using the Floating Dock to have necessary commercial licenses and sufficient liability insurance to protect the City and Friends from liability and to serve the public safely and successfully.

### **Pioneer Square Habitat Beach**

Friends may provide programming at Habitat Beach with human powered, hand launched vessels. Any safety boats that need access to or launch from the beach may have a powered motor.

## **13. PUBLIC SAFETY**

CEN and Friends will provide public safety services at the minimum level outlined in EXHIBIT G and will work together to exercise best judgement, when appropriate, based on season, hours

of operation, and levels of programming/activations that may call for adjustment to staffing levels.

Staffing adjustments may be necessary to allow for flexibility on zones and real-time responses and adjustments to situations.

Friends shall provide the following:

- Funding to CEN to support public safety in the amounts outlined in Exhibit H. The annual payment shall be due in equal monthly installments payable in advance on or before the first day of each month, provided that the first payment will be due within thirty (30) days of invoice from CEN. Payment shall be delivered to the City Finance Director, c/o Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington 98109, or to such other address as the CEN may specify by notice.
- Friends shall retain a designated staff member to coordinate with social service providers, SPD, and community partners with the goal of addressing security- and social service-related incidents.
- Friends shall create and staff a Central Waterfront Safety and Outreach Committee. This group will include adjacent property owners, law enforcement representatives, waterfront stakeholders, appropriate staff representatives provided by the City and Friends, relevant City departments representatives (SDOT, CEN, SPR) and partners that convene on a regular basis to evaluate ongoing issues and identify steps to address changing dynamics at the Waterfront Park and Public Spaces.
- Friends may close or limit public access to a portion of the Licensed Areas for a discreet period if it reasonably determines that such closure or limitation is necessary to protect public safety due to present risk or danger. Friends shall notify CEN of any closure under this section as soon as practical under the circumstances. Closure of Waterfront Park in its entirety shall only be at the direction of the City.

#### Park Ambassadors

Friends shall provide Park Ambassadors that will provide information, hospitality, coordination with public safety personnel, Waterfront shuttle ambassadors, and other services to the Waterfront Park users while also providing an additional presence on the Licensed Areas.

#### Social Service Outreach

Friends shall provide social service outreach support at Waterfront Park, either through a contracted agency, or professional staff.

Friends shall work with outreach programs such as the City's Homeless Encampment/Navigation Teams, Law Enforcement Assisted Diversion program ("LEAD") and the Metropolitan Improvement District ("MID") Outreach Team, as well as other existing social service providers, to help facilitate access to services for vulnerable populations present in the Licensed Areas.

#### Private Event Security

Friends shall provide private event security for medium and large-scale Events outlined in Section 9.

The City shall provide the following:

#### Public Safety Staff

CEN City Employees that will have the authority to enforce Waterfront Park Rules, attached as Exhibit I, and coordinate with the Seattle Police Department and any other appropriate law enforcement agencies, as necessary as it relates to City, State, or Federal Laws.

#### Notification systems

A system has been set in place by Friends for notifications between the City and Friends of any Park rule violations and situations so that both Parties can be aware of and can also communicate with nearby business owners/partners as needed. Friends will provide the City permission to utilize the Alert Media notification system currently being used by Friends for public safety notifications. If CEN elects to implement an alternative notification system, Friends will utilize the City's system upon written notice from CEN.

#### Trespass and Exclusion Tracking

The CEN shall track all trespass and exclusions at Waterfront Park and share with the safety team on an ongoing basis, so the team is aware of patrons, behaviors, and duration of trespass and exclusions.

### **14. MAINTENANCE**

CEN and Friends will coordinate on an ongoing basis to facilitate priority maintenance tasks that may impact Friends' Operations.

### City Daily Maintenance

The City is responsible for the Maintenance services for the Licensed Areas and, subject to appropriations, will have dedicated City of Seattle staff for the Waterfront Park maintenance team to fulfill Maintenance responsibilities outlined in the Performance Standards.

Subject to appropriations, the City will timely repair permanent infrastructure components of the Licensed Areas, so they are usable for Friends Operations as contemplated by this Agreement. If the City determined that it is necessary to close any portion of the Licensed Areas for public safety or to do repairs, CEN will notify Friends in writing, including the anticipated repair timeline, with updates as appropriate.

For the portion of the Licensed Areas that are newly constructed, punch list items, construction close-out, warranty items, faulty and unfinished construction and construction disputes are the responsibility of the City, and the City will use reasonable efforts to resolve issues as expeditiously as possible and avoid impairing operations on the Licensed Areas once delivered to Friends for use.

CEN will track and report on the status of work order requests from Friends during weekly coordination meetings, or as tasks are closed out.

### Friends Maintenance

Friends shall be responsible for Maintenance of amenities, installations, and temporary art installations that are purchased, installed by, or provided by Friends.

Friends, may coordinate with the City to provide limited Maintenance through their park ambassadors, including litter pick-up, garbage-liner replacement, provision of recycling/compost, wiping down of furniture to support programming and activities, if necessary to augment the City's established staff levels for Maintenance. Friends shall not use any power equipment for this Maintenance. The City shall not reduce or replace any City staff by virtue of this Agreement.

Friends will promptly notify CEN if Friends becomes aware of any biohazard, damages, or special maintenance repairs needed. Friends will secure the area for safety as needed.

Recognizing that giveaways can have an impact on park maintenance, Friends will work with third parties to limit giveaways that may have a maintenance impact on the Licensed Areas.



### Event Maintenance

After Programming, Activations, and Events, Friends will restore, or cause its permittees to restore, the Licensed Areas back to their prior condition. After large scale events, a walk through with CEN staff shall occur, to evaluate the Licensed Area for any maintenance needs, excessive cleanup, or damages.

## **15. TEMPORARY ART**

The Office of the Waterfront and Civic Projects (OWCP), in partnership with the Office of Arts & Culture (OAC), has developed art plans for the waterfront that provide guidance on the types of permanent art projects that would be commissioned with 1% for Art funds. The City has commissioned permanent artwork pieces that will continue to be completed in phases through 2025.

In addition to the permanent installations, there may be occasions where other agencies or organizations may submit requests to Friends or the City to program art activities in the Licensed Areas. A small committee shall review any proposed temporary art that will be installed longer than 4 months and the committee will include a representative of Friends, CEN, and OAC.

Friends shall follow the process outlined in Exhibit J to review any temporary art installation proposals in the Licensed Area. Friends shall not install any work of visual art on the Licensed Areas without the prior written approval by the City, which may be conditioned upon artist waivers or demonstration that the artwork may be removed without damage or defacement.

## **16. MARKETING AND BRANDING; INTELLECTUAL PROPERTY**

### Co-Branded Style Guide

The City and Friends have developed the co-branded Waterfront Park Communications and Style Guide (Style Guide). The Style Guide includes all City Marks, designs, colors, brands, identifications and designations of or relating to the Waterfront Park.

Friends shall use the Style Guide for all branding and design of marketing, sponsorships, communications, and other publicity relating to specific portions of the Licensed Areas and the Waterfront Park and Public Spaces as a whole. Friends may make changes to the Style Guide,

subject to CEN prior written approval. If CEN wishes to make changes to the Style Guide, CEN will consult with Friends.

#### Website and social media

Friends shall maintain a Waterfront Park website and social media accounts. Both CEN and Friends acknowledge and agree that Friends shall have the primary responsibility for all programming, online, and social media communications and marketing of the Waterfront Park and Public Spaces.

The CEN will also maintain a website for Waterfront Park and Public Spaces containing information on public safety and maintenance, as it relates to Waterfront Park.

Both websites will provide links to the other Parties' websites.

#### Intellectual Property

**City Marks.** Friends acknowledges that the City is the owner of the entire right, title, and interest in and to the City Marks, including all associated goodwill existing now or in the future. The City grants Friends the exclusive, sublicensable, royalty-free right and license to use the City Marks in connection with Friends' Operations during the Term of this Agreement. The license granted to Friends includes the right to use the City Marks on merchandise, posters, maps, books, and publications associated with Waterfront Park, provided that all goods, materials, and services that utilize the City Marks shall be of good quality and shall be subject to the City's prior written approval. Friends' use of the City Marks shall not create in Friends any right, title, or interest in or to the City Marks, and Friends' use of the City's Marks shall inure to the benefit of the City.

**Friends Marks.** The City acknowledges that Friends is the owner of the entire right, title, and interest in and to the Friends Marks, including all associated goodwill existing now or in the future. Friends grants to City the exclusive, sublicensable, royalty-free right and license to use the Friends Marks in connection with the Waterfront Park and Public Spaces and the City's activities during the Term of this Agreement.

**Copyrighted Materials.** Each Party shall retain ownership of all copyrights and patents that it may create or invent in the course of operating and managing Waterfront Park, whether before or after the Effective Date. In partial consideration for this Agreement, Friends grants to the City

a non-exclusive, irrevocable, unlimited, fully-paid, perpetual, royalty-free license to use any and all copyrighted or patented material that Friends creates or causes to be created as part of Friends' Operations or that in any way identifies or relates to the City or Waterfront Park, including but not limited to copyrighted materials, logos, and designs that are included in the Style Guide.

Friends shall not register any tradename, service mark, or other identifying mark that incorporates or in any way refers to Waterfront Park without the prior written approval of the City. If the City elects to register any City Mark, Friends shall reasonably cooperate with the City.

Each Party shall have the right, in its discretion, to enforce its Marks, including bringing an action with respect to any infringement. Each Party shall provide assistance as may be reasonably requested by the other in connection with any enforcement action, provided that neither Party shall be required to incur additional expenses to protect the other Party's Marks.

Friends shall not use any trademarks, trade names, or service marks that are confusingly similar to the City Marks. The City shall not use any trademarks, trade names, or service marks that are confusingly similar to the Friends Marks.

Upon the expiration or termination of this Agreement, unless otherwise authorized by CEN in writing, Friends shall (i) cease using the City Marks, (ii) cease using any Friends Marks that relate to Waterfront Park, and (iii) transfer the domain name associated with the Waterfront Park website to the City.

## **17. INSTALLATIONS AND ALTERATIONS**

As used in this Section, minor installation(s) means equipment and personal property placed on or affixed to the Licensed Areas, and may include, but is not limited to, temporary staging, canopies and tents, food carts, concession and vending kiosks, sports and recreational amenities, playground equipment, temporary lighting, or generators. Friends may place minor installations in the Licensed Areas as needed to carry out activities authorized in this Agreement subject to prior approval through the process and limitations in this Section.

For installations that will be in place for less than four months, approval will be made, and documented at the regular Waterfront operations meeting between Friends and CEN.

Friends shall convene a small review committee, consisting of representatives from Friends, CEN, SPR, and a minimum of one CWOC member to review and approve in writing any installations that will be in place longer than four months. This committee will ensure Waterfront Park's mission/goal, approved engineering design standards, and all regulatory codes and ADA requirements are met.

Friends right to install equipment and machinery on the Licensed Areas is limited to (i) installation of items that may be removed from the Licensed Areas without damaging the Licensed Areas or the improvements existing at the commencement of the Term, and (ii) installations that are not in violation of any City collective bargaining agreements, and (iii) installations that do not impact or increase the City's Maintenance costs. Any other improvement, fixture or installation requires prior written approval of the City, which may be conditioned upon approval of DNR.

Subject to any required City permitting approvals, Friends shall provide regularly serviced portable restrooms available to the public on Pier 62.

Any minor installation, equipment, or personal property, whether affixed or free standing, placed by Friends on the Licensed Areas, shall remain the property of Friends, shall be placed at Friends' risk, and the City shall not be responsible for any damage to or loss of Friends' property.

## **18. CONCESSIONS**

Friends shall have the exclusive right to sell, and to permit third parties to sell, concessions on the Licensed Areas consistent with Waterfront Park Rules. Friends shall submit to CEN a vending/concession plan prior to execution for approval on locations within the Licensed Areas.

Friends is authorized to manage and collect fees for concession activities on the Licensed Areas subject to the Waterfront Fee Schedule attached as EXHIBIT E.

Concessions should consider:

- Impact on adjacent businesses
- Seasonality
- Cultural diversity from Seattle's neighborhoods and communities
- Access opportunities for interested parties in vending/concessions

## **19. SPONSORSHIP**

Friends shall have the exclusive right to sell sponsorships of Events and activities occurring on or related to the Licensed Areas with prior written approval from the City; and to license the use of Friends Marks in connection with the sponsorship. All revenues from sponsorship shall be used for the support of Friends' Operations and for supporting free and public access to Events and activities. Recognizing that sponsorship revenue supports the free programming of the Licensed Areas, Friends and City nonetheless share the goal of reducing, to the extent reasonable, the aesthetic and environmental impact of commercial signage on the Licensed Areas.

In addition, Friends shall follow all sign-related regulations as dictated by SMC 23.5 and SMC 23.60 and acquire the appropriate permits and permissions from Seattle Department of Construction and Inspections. Friends shall include terms in its permits and sponsorship agreement to require its permittees and sponsors to whom it grants signage rights to do the same.

Friends shall be responsible for the maintenance of Friends-sponsored plaques in the Licensed Areas. Any damage to a plaque will be addressed by Friends within a 48-hour period with an estimated timeline to CEN on replacement or repair to the damaged plaques, understanding that manufacture and repair time may vary. The City shall have no responsibility or liability for damage to Friends-sponsored plaques.

## **20. PUBLIC BENEFIT, EQUITY, AND INCLUSION**

Friends is a Washington public benefit non-profit corporation created to support, facilitate, and provide funding to support the public spaces created by the Waterfront Seattle program, including the Licensed Areas. Friends provides public benefits through the Operations and management of the Licensed Areas for the citizens and visitors of Seattle. Any revenue-generating activity undertaken by the Friends on the Licensed Areas is for the purpose of benefiting, operating, and activating the Waterfront Park. There shall be no other benefit or consideration paid to or received by Friends in exchange for its responsibilities under this Agreement.

Friends is committed to creating public benefits by providing free, accessible, and inclusive cultural, recreational, and educational programming, as well as vending and concession opportunities for women and minority owned enterprises.

The Parties share the core value of operating the Licensed Area with the specific intention of promoting equity, access and inclusion, particularly for traditionally underserved communities in the Seattle area. To achieve these goals, Friends will employ a variety of strategies outlined in the Waterfront Park Performance Standards.

## **21. PERFORMANCE STANDARD**

Seattle City Council outlined performance metrics for Waterfront Park in Ordinance 125761. The Central Waterfront Oversight Committee in collaboration with the City has developed a set of Performance Standards that will be used to evaluate park operations on an ongoing basis. Friends and CEN will each be responsible for requirements and reporting commitments to the Oversight Committee as outlined in Exhibit K, and provide data as additionally requested.

The Waterfront Performance Standard attached as Exhibit K and Park Inspection attached as Exhibit L will be amended from time to time based on the Oversight Committee's recommendations to Council and the Mayor's Office. Exhibit M is a matrix that outlines the portions of the Performance Standard that each Party is responsible for.

## **22. TAXES, UTILITIES, AND SERVICES**

### Taxes

Friends shall pay, before delinquency, all taxes (including any leasehold excise tax to SPR unless otherwise exempted), levies, and assessments arising from its activities on or occupancy of the Licensed Areas. For any concessionaire that is required to pay leasehold excise tax, Friends shall collect and remit LET to the state unless otherwise agreed upon in writing between the Parties.

### Utilities

The City shall supply the Licensed Areas with electrical, water and sewer services necessary to provide for typical daily use of the Licensed Areas at no additional expense to Friends. The City

will monitor the utility usage annually and will identify and communicate to the Friends an average baseline for utilities to be provided by the City.

For any Friends Activations and Programming at the Licensed Areas that may reasonably be anticipated to result in utility costs that exceed those typically associated with open space and park use, Friends will reimburse the City for the additional utility expenses, as reasonably determined by the City based upon the annual monitoring of utility usage and utility usage of comparable City parks facilities.

Friends shall provide and pay for trash and recycle services for medium and large-scale Events. Friends shall provide compost services for any Operations that require compost services to be provided given the number of concessionaires or vendors in any portion of the Licensed Area.

The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of utility services due to any causes whatsoever.

### **23. COMMUNICATIONS AND COORDINATION**

#### Shared Resources

Friends shall maintain an electronic calendar for the Licensed Areas that is accessible to CEN staff and provides accurate and detailed information about scheduled events, programs, and activities as outlined in the Performance Standards.

CEN will maintain a daily Public Safety report that will be sent via email to the public safety team for awareness of previous day safety incidents, and any trespass or exclusions issued.

#### Meetings

- Weekly Operations Meetings: Each week, designated staff from both CEN and Friends will meet to coordinate on weekly operations. Weekly meetings should include, but not be limited to:
  - A review of the previous week's activities and any noted successes or challenges
  - A review of the current week's calendar of activities, maintenance needs, and/or anticipated challenges
  - Calendar of events for the next two weeks
  - Current and/or outstanding work orders or facility issues
  - Major incidents and communications or resolution needed

- Coordination on any temporary art or installation review processes
  - Joint communication or messaging coordination, including information about pending or scheduled seasonal events that require additional resources or a deviation from scheduled resources
  - CEN and Friends will both designate a lead staff person and provide the other Party with their contact information. Either Party may change its lead staff person, provided any changes will be communicated to the other Party by notice as provided under Section 40
- Weekly Public Safety Meetings: Each week, designated staff from both the City and Friends, will meet to discuss pertinent public safety data and coordinate any upcoming programs and events.
  - CEN and Friends shall convene quarterly Executive Leadership between the CEN Director and Friends CEO/President.

#### Conflict Resolution

All conflicts related to the performance of either Party's fulfillment of its obligations or any other matter under this Agreement will be brought to, and attempted to be addressed at, the Weekly Operations Meetings. If a conflict is not resolved within one calendar week after presentation at the Weekly Operations Meeting, an email will be sent to both Friends Chief Operating Officer, and the CEN's Waterfront Operations Manager for resolution.

If needed, the Friends Chief Operating Officer, and the City's Waterfront Operations Manager will convene to resolve conflict and reach a resolution in a timely manner.

If further elevation is needed, a meeting between the President of Friends and Director of Seattle Center will be initiated to resolve the manner.

#### Contacts

Each Party will provide the other a list of key contact information and organizational charts on or before the start of the Term, and provide updates as personnel, contact, or organizational changes occur.



## **24. REPORTING**

Annually, Friends and CEN will submit annual reports on Park Operations by the last working day of March to the Waterfront Operations Liaison. Both Friends and CEN will include reporting data and narratives as outlined in Exhibit N and coordinate with the Oversight Committee to develop a combined annual report for the Mayor and City Council, which shall be submitted by the last working day of April, each year.

Friends and CEN will each provide data and information needed for the ongoing evaluation of the Performance Standards conducted by the Oversight Committee. Evaluation dates and criteria is outlined in the Performance Standard and will be provided to both CEN and Friends.

Friends and CEN will jointly review feedback and corrective measures from the CWOC Performance Standard reviews. If corrective measures are desired by the CWOC, CEN and Friends follow the process outlined in the Performance Standard.

## **25. FINANCIAL AND ACCOUNTING PROCEDURES/BUSINESS RECORDS**

### Accounting Procedures

Friends shall employ a method of accounting for all funds it expends, Permit Fees collected, revenue and expenses in connection with the activation and programming services for the Licensed Areas that correctly and accurately reflects the gross receipts and disbursements received or made by Friends for performance under this Agreement.

Friends shall establish and implement internal controls for this operation and cashing and cash handling activities that comply with GAAP.

Friends shall maintain all accounting and financial records in a manner to provide accountability and verification that all funds derived by Friends from permitting, concessions, vending, and ticketed Events on Licensed Areas and public property are solely used for the purposes authorized under this Agreement.

### Reports and Transactions

If requested by CEN, Friends shall provide a copy of every bank deposit slip and every credit card batch settlement for previous month(s), and a revenue report that separates the revenue by category and source approved by CEN (excluding revenue derived from sponsorships, contributions,

donations and grants from individuals, foundations, other city or other public, private or non-profit entities to Friends).

CEN may request additional reports that detail previous transactions related to activities described in this Agreement.

#### Types of Business Records

Friends shall keep and store within King County, Washington the following records and documents, which shall be subject to review and audit by the City upon reasonable notice. Friends shall retain the following documents for a period of 7 years:

- Regular books of account, such as general ledgers;
- Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements;
- Sales tax returns and checks and other documents proving payment of sums shown;
- Cash register tapes or computerized records for the identification of day-to-day sales; logs showing the dates and times of programming activities and events that generated revenue; and
- Any other accounting records that the City, exercising reasonable discretion, deems necessary for proper reporting of receipts.

#### Annual Financial Statements

CEN may request and Friends shall provide audited financial statements of Friends' business activities performed pursuant to this Agreement.

#### Public Records

All information the City uses in connection with its inspections of Friends records or audits or Friends performance under this Agreement, and all information that Friends submits to the City may be or become subject to public inspection and/or reproduction as public records. CEN agrees to give Friends notice of any public records request that seeks disclosure of Friends financial reporting documents. It shall be Friends obligation to seek a court order enjoining such disclosure under RCW42.56.540 if Friends so chooses. The City shall not assert an exemption from disclosure on Friends' behalf.

## **26. ENVIROMENTAL PROTECTION**

The Parties understand and agree that flammable or Hazardous Substances, including explosives, petroleum products, paint, solvents, and resins, are not allowed on the Licensed Areas without the express written permission from CEN. CEN hereby grants Friends permission to have on the Licensed Areas flammable or Hazardous Substances in small quantities customarily used for the routine Operations authorized under this Agreement, provided that Friends use and storage must be consistent with manufacturer's recommendations and subject to permit requirements through the Seattle Fire Department. If CEN provides Friends written permission to store any other flammable or Hazardous Substances, disposal of such materials shall be in a legal manner by the Friends.

In addition to its general indemnification obligation under Section 30, Friends shall indemnify, hold harmless and defend the City and its officials and employees from any costs and Claims or other liability or responsibility under Federal, state or local law resulting from any release, discharge, emission, spill, storage, or disposal of flammable or Hazardous Substances on or from the Licensed Areas to the extent caused by the Friends, or any of its officers, employees, permittees, or contractors.

In addition to its general indemnification obligation under Section 30 and except as limited by law, the City shall indemnify, hold harmless and defend the Friends and its officers and employees from any costs and Claims or other liability or responsibility under Federal, state or local law resulting from any release, discharge, emission, spill, storage, or disposal of flammable or Hazardous Substances on or from the Licensed Areas to the extent caused by the City, or any of its officers, employees, permittees, or contractors.

This provision shall survive the expiration or termination of this License, and each Party's obligations hereunder shall apply whenever the other Party incurs costs or liabilities for the other Party's actions.

## **27. LABOR HARMONY PROTOCOLS**

Consistent with the requirements set forth in subsection 4 of the Friends of Waterfront Seattle section of Attachment C of Ordinance 125761, any Friends' in-house or Friends' contracting procured for operations, hospitality, concessions, safety and outreach, and event and permitting coordination for non-Free Speech activities that are funded from the Seattle Park District or any other City resource (other than generally available grants made by departments other than SPR and

CEN) must include provisions for market rate wages benefits and shall also include labor harmony protocols.

In order to be eligible for Friends to perform these foregoing activities in-house with City funding, or for any entity to enter into a contract with Friends to perform such activities with City funding, Friends or the employer, respectively, must provide the City documentation demonstrating that it has entered into an agreement to be bound by labor harmony protocols. Such agreement must be with a labor organization that either represents, or seeks to represent, the hourly employees who will be performing the City-funded in hour or contracted work.

## **28. DAMAGE OR DESTRUCTION**

In the event that all or a portion of the Licensed Areas (a) are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render them unusable in whole or in substantial part; or (b) are destroyed, the City shall not be obligated to rebuild the Licensed Areas nor to compensate the Friends for any loss occasioned thereby. Friends shall not be liable for any loss, damage, or destruction of the Licensed Areas, except to the extent of loss, damage, or destruction is caused by the waste, willful, or negligent action of the Friends, or failure of the Friends to perform its obligations under this Agreement. If a portion of the Licensed Areas is damaged or destroyed but other portions of the Licensed Areas are functional, this Agreement shall continue to apply with respect to the remaining functional portions of the Licensed Areas. The City shall not be obligated to restore the functionality of any portion of the Licensed Areas; provided that in the event of loss, damage, or destruction to the whole of the Licensed Areas, if the City elects not to restore functionality of the Licensed Areas, Friends may terminate this Agreement with not less than sixty (60) days prior written notice.

Friends' placement, use, or storage of property, equipment, and amenities on the Licensed Areas shall be solely at Friends' risk; provided that any damage caused by the negligence of the City or its employees or contractors shall be the responsibility of the City, which shall replace or repair, or cause its contractors to replace or repair, such property, equipment and amenities as necessary and agreed with Friends.

## **29. COMPLIANCE WITH LAW**

### General Requirement

In carrying out the activities contemplated by this Agreement, each Party at its sole cost and expense shall comply with all applicable laws of the United States of America, the State of

Washington, and the Charter and ordinances of the City, as well as all Codes, rules, and regulations of any such governmental entity including environmental, occupational safety and health, and coastal, and all requirements associated with any funding source for the improvement of, or operations on, the Licensed Areas. The Parties shall not knowingly permit any illegal activity as defined by federal, state, and local statutes and ordinances to occur within the confines of the Licensed Areas.

#### Licenses and Similar Authorizations

The City, at no expense to Friends, shall secure and maintain in full force and effect during the Term of this Agreement all necessary licenses, permits, regulatory approvals and similar legal authorizations required for the City's performance of the City's obligations under the Agreement. These necessary licenses, permits, regulatory approvals and similar legal authorizations shall include any necessary authorizations from the Washington State Department of Natural Resources for use of tidelands and bedlands for the use of the Licensed Areas by Friends and its permittees under this Agreement.

The Friends, at no expense to the City, shall secure and maintain in full force and effect during the Term of this Agreement, all necessary licenses, permits, regulatory approvals and similar legal authorizations from all applicable authorities as required for Friends' Operation and use of the Licensed Areas and performance of its obligations under this Agreement, and Friends shall comply with all requirements thereof. The Friends, at no expense to the City, shall also require through legally binding contracts that any permittees secure necessary licenses, permits, regulatory approvals, and similar legal authorizations required for the temporary operation and use of the Licensed Areas. Nothing herein shall be construed as assurance that any such approvals will be granted or that the City, acting in its regulatory capacity, will grant consents, approvals or modifications hereunder for the purpose of compliance with the conditions of any permit, approval or license sought or obtained by the Friends.

#### Nondiscrimination

Friends shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States and the State of Washington, and the City including without limitation, SMC Chapters 14.04, 14.10, and 20.45 (Nondiscrimination in Benefits) and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

Americans with Disabilities Act. Friends acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability.

With respect to its Operations, Friends shall comply with the ADA and any other federal, state or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. Friends shall not discriminate against any individual with a disability in the provision of services, benefits or activities pursuant to this Agreement.

Friends shall provide reasonable accommodations for Event participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. Friends may establish reasonable timeframes for requests for accommodations and will communicate the timeframes in any Event advertising. Friends shall promptly respond to and resolve any complaints regarding accessibility of its Events and shall notify the City of all accessibility complaints relating to Waterfront Park within 72 hours of receipt.

### **30. INDEMNIFICATION**

#### Friends Indemnification of the City

Friends shall defend (using legal counsel reasonably acceptable to City), indemnify, and save City and the City Parties harmless from all Claims to the extent arising out of or in connection with (a) the Operations, occupation, use or improvement of the Licensed Areas by Friends or the Friends Parties, (b) Friends' breach of any provision of this Agreement, or (c) any negligent or wrongful act or omission of Friends or any of the Friends Parties in or about the Licensed Areas during the Term of this Agreement.

#### City's Indemnification of Friends

Except as otherwise limited by law, City shall defend (using legal counsel reasonably acceptable to Friends), indemnify, and save Friends and the Friends Parties harmless from all Claims to the extent arising out of or in connection with (a) the occupation, use or improvement of the Licensed Areas by the City or the City Parties (other than the Friends Parties), (b) the City's breach of any provision of this Agreement, or (c) any negligent or wrongful act or omission of City in or about the Licensed Areas during the Term of this Agreement, except to the extent that City is acting in any regulatory or other sovereign capacity or is immune from liability for such act or omission pursuant to RCW 4.24.210 or any successor provision or other applicable law. This indemnity with respect to acts or omissions during the Term shall survive termination or expiration of this Agreement.

#### Recreational Land Use Statute Immunity

Each party's obligation to defend and indemnify the other party under this Section 28 shall not operate as a waiver of either party's right to assert immunity from liability for any Claim under the Recreational Land Use Statute, RCW 4.24.210, as currently existing or hereafter amended, and each party reserves the right to assert immunity from liability. If the immunity is determined by a court of competent jurisdiction to be inapplicable to the Claim, the provisions of this Section 28 shall remain in full force.

#### RCW Title 51 Waiver

Each Party agrees that the obligations to defend and indemnify the other extend to Claims made by a Party's own employees. Accordingly, each Party agrees that this Section 30 shall act as a waiver of each Party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, for any Claims brought by a Party's employee(s) against the other Party, provided that the waiver shall apply only as to the other Party and to the extent necessary to fulfill the obligation to provide defense and indemnity to the other under this Section 30. Each Party shall promptly notify the other Party of casualties or accidents occurring in or about the Licensed Areas of which a Party has actual knowledge.

#### RCW 4.24.115

In compliance with RCW 4.24.115 or any successor provision, all provisions of this Agreement pursuant to which either Party ("Indemnitor") agrees to indemnify the other Party ("Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Licensed Areas, (a) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents, contractors or employees, and (b) to the extent caused by or resulting from the concurrent negligence of Indemnitee's agents, contractors or employees, shall apply only to the extent of the Indemnitor's negligence.

The obligations under this Section were mutually negotiated and shall survive any termination or expiration of this Agreement.

### **31. INSURANCE**

#### Required Insurance

Prior to the commencement of this Agreement and at no expense to the City, Friends shall secure and maintain during the term of this Agreement policy or policies of insurance as enumerated

below. Evidence of such insurance shall be delivered as outlined in Section 40. Said policy(ies) (1) shall be subject to approval by the City's Risk Manager as to Company, Form and Coverage, and primary to all other insurance the City may secure, and (2) must protect the City from any negligence claims in connection with any activity performed by Friends by virtue of this Agreement or any use and occupancy of the Licensed Areas under the Agreement.

Coverage and/or limits may be altered or increased as necessary, by agreement of the Parties. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Agreement. The following documents must be provided as evidence of insurance coverage:

#### Declarations

A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

#### Required Separation of Insured Provision and Endorsement; Cross-Liability Exclusion and other Endorsements Prohibited:

Friends insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Friends shall provide the City a copy of the endorsement naming the City of Seattle and its officers, officials, employees, agents and volunteers as an Additional Insured, showing the policy number and signed by an authorized representative, on Form CG2026 (ISO) or comparable. A copy of the "Endorsements Form" to the policy that shows endorsements issued on the policy, and which include any company-specific or manuscript endorsements. A copy of an endorsement stating that "The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle."

Friends' insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under Friends insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Friends failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Friends or reduced and/or offset against the Contract.



### Commercial General Liability (CGL) insurance

A policy of Commercial General Liability Insurance, written on an occurrence form, including the following coverages:

- Premises/Operations Liability,
- Products/Completed Operations,
- Personal/Advertising Injury,
- Contractual Liability,
- Owners and Contractors Protective Liability, and
- Stop Gap or Employers Contingent Liability.

Such policy(ies) must provide the following minimum limit:

- Bodily Injury and Property Damage
- \$5,000,000 each occurrence
- \$5,000,000 annual aggregate

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

Friends CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, and (e) any "Insured vs. Insured" or "cross-liability" exclusion.

### Business Automobile Liability insurance

When a vehicle is used on City property under this Agreement then a policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles is required. Such policy(ies) must provide the following minimum limit:

- Bodily Injury and Property Damage
  - \$1,000,000 per person
  - \$1,000,000 per occurrence

### Worker's Compensation insurance

A policy of Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers' compensation and occupational disease requirements shall include coverage for all employees suffering bodily injury (including death) by accident or disease, which arises out of or in the connection with the performance of this Agreement.

#### Liquor liability insurance

When an event, other than a Special Event, is held that includes the sale or distribution of alcohol on the Licensed Areas, then a policy of Liquor Liability is required. Such policy(ies) must provide a minimum limit of \$2,000,000 Combined Single Limit (CSL) per occurrence.

### **32. ASSIGNMENTS**

The rights, responsibilities, and mutual promises of the Parties under this Agreement are personal to the Parties. This Agreement is not assignable in whole or in part by either Party without the prior written approval of the other Party. For purposes of this Section 32, any change in Friends' non-profit status shall be deemed an assignment that requires the City's approval.

### **33. DEFAULT; TERMINATION; DISPUTE RESOLUTION**

#### Default Defined.

Friends shall be in material breach ("Default") under this Agreement in any of the following circumstances:

- (i) Friends has failed to pay any amount due to the City in the time required under this Agreement if the failure continues for more than thirty (30) business days following written demand from the City.
- (ii) Friends fails to carry the insurance required under this Agreement and the failure continues for more than five (5) days following written notice from the City.
- (iii) Friends has assigned its interest in this Agreement.
- (iv) Friends has filed a petition in bankruptcy, or for reorganization, or the adjudication of Friends as being bankrupt or insolvent; or the appointment of a receivership for Friends if such appointment remains in force or unstayed for a period of thirty (30) days.
- (v) Friends has failed to comply with or has violated any other term or provision of this Agreement if the failure or violation continues after written notice from the City

specifying (a) the failure or violation, (b) the requested cure, and (c) a reasonable period of time for the cure, which shall not be required to exceed thirty (30) days; provided that Friends shall not be in Default if the nature of the cure requires more than thirty (30) days to complete and Friends has commenced the cure within thirty (30) days after the City's written notice and thereafter Friends diligently pursues the cure to completion.

City's Remedies for Friends' Default.

If Friends is in Default, the City may, in its sole discretion, exercise any one or more of the following remedies:

- (i) Cure the Default on Friends' behalf and thereafter charge the actual cost to Friends, which charges shall be due and payable by Friends within thirty (30) days of invoice from the City;
- (ii) Seek specific performance or other equitable or injunctive relief;
- (iii) Recover monetary damages permitted at law; and
- (iv) Provide Friends with (15) business days written notice of the City's intent to terminate this Agreement for Default, and thereafter, if the Default remains uncured, terminate this Agreement by written notice to Friends, which termination shall automatically terminate Friends rights under this Agreement and rights to use the Licensed Areas and City Marks, and which shall further entitle the City to re-enter the Licensed Areas and conduct Operations through the City's own efforts or through a third-party. Notwithstanding the foregoing, if Friends is in Default for failure to carry the insurance required under this Agreement, the City may terminate by written notice without the additional 15 business day cure period.

15.3 City Default Defined.

The City shall be in material breach ("Default") under this Agreement if the City fails to comply with or violates any term of this Agreement if the failure or violation continues after written notice from Friends specifying (a) the failure or violation, (b) the requested cure, and (c) a reasonable period of time for the cure, which shall not be required to exceed thirty (30) days; provided that the City shall not be in Default if the nature of the cure requires more than thirty (30) days to complete and the City has commenced the cure within thirty (30) days after Friends' written notice and thereafter the City diligently pursues the cure to completion.

15.4 Friends' Remedies for City Default.

If the City is in Default under this Agreement, Friends may, in its sole discretion, exercise any one or more of the following remedies:

- (i) Seek specific performance or other equitable or injunctive relief;
- (ii) Recover monetary damages permitted at law; and
- (iii) Provide the City with fifteen (15) business days written notice of Friends' intent to terminate this Agreement for Default, and thereafter, if the Default remains uncured, Terminate this Agreement by written notice to the City, which termination shall automatically terminate all of Friends' rights under this Agreement, including any right to use the City Marks or right to use the Licensed Areas.

15.5 Remedies cumulative.

The remedies specified in this Agreement are cumulative, and neither Party shall be deemed to have waived the right to any remedy allowable at law or equity by virtue of exercising any right specified in this Agreement.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered substantially impossible or impractical for a period exceeding thirty (30) business days due to Force Majeure.

Termination for Public Interest: This Agreement may be terminated by the City for reasons of overriding public interest as determined by the Mayor and City Council by resolution. CEN must provide Friends at least fifteen (15) business days prior written notice of intent to seek a City Council resolution terminating this Agreement for public interest.

Actions upon Terminations: If termination occurs through no fault of Friends, Friends shall be reimbursed for any actual out of pocket costs or legally obligated costs that may not be cancelled and were incurred prior to termination and that are not covered by applying revenues received by Friends prior to the date of termination, provided that the City's obligation to reimburse any costs shall be based upon auditable records provided by Friends. Friends agrees this reimbursement shall fully and adequately compensate Friends and all sub consultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon the expiration of this Agreement or its prior termination, all rights of the Friends to use the Licensed Areas shall immediately cease. The Licensed Areas will be assessed to determine any damage above reasonable wear and tear of the Licensed Areas from Friends programming

and activation. Friends agrees that, to the extent that Friends' use shall have caused the Licensed Areas, including all improvements, alterations, changes and additions thereto, to be in a condition materially different from and less valuable than that existing as of the date of delivery to Friends, Friends shall immediately restore the Licensed Areas to such prior condition.

Friends, on or before said termination date, shall remove from the Licensed Areas all Friends' personal property. All property not removed by the Friends shall be deemed to have been abandoned by Friends and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Friends and without obligation to account therefor. If the Agreement shall be terminated as to a portion of the Licensed Areas then this Section shall apply to such portion, together with all related personal property.

#### Dispute Resolution

The City and Friends shall each make best efforts to resolve any disputes relating to this Agreement or matters relating to their respective rights and obligations under this Agreement, as expeditiously as possible, in a manner that protects the public's interest in the use of Waterfront Park. If any dispute arises under this Agreement that is not resolved under the conflict resolution process in Section 23, then as a condition to and before bringing any lawsuit with respect to the dispute, the Parties will agree to a third-party neutral to mediate the dispute and will participate in good faith in mediation. If the Parties are unable to agree upon a mediator within ten (10) business days of written request of either Party after following the process under Section 23, the Parties agree to have a mediator appointed by the Seattle Office of Judicial Dispute Resolution, LLC, or any similar organization. Mediation shall be scheduled at a mutually agreed-upon time and both Parties shall participate in good faith and equally share the cost. If the dispute remains unresolved following mediation, either Party is free to pursue a lawsuit or other legal means of resolution.

#### **34. CONSENT OR APPROVAL**

Whenever a Party's consent or approval in writing to any act to be performed by the other Party is required under this Agreement, (a) the Party must obtain a consent or approval in writing expressly for purposes of this Agreement, regardless of whether a consent or approval shall have been granted by the a Party in its regulatory, public utility, or other capacity; and (b) unless otherwise expressly stated herein, such consent or approval may not be unreasonably withheld, conditioned or delayed.

No permission, consent, or approval of the City contained herein or given pursuant to this Agreement is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with applicable laws, regulations, ordinances or codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing.

### **35. AUTHORITY AND RELATIONSHIP**

#### Friends

As of the date of this Agreement and thereafter, Friends hereby represents and warrants that (a) it is a non-profit public benefit corporation duly organized, validly existing and in good standing under the laws of State of Washington and is qualified to do business in Washington State, and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery, and performance by the Friends under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by Friends, and (d) this Agreement constitutes the legal, valid and binding obligation of Friends and is enforceable against Friends in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or other similar laws related to the rights of creditors generally.

#### City of Seattle

As of the date of this Agreement and thereafter, City hereby represents and warrants that (a) it is a municipal corporation and first-class city duly organized, validly existing and in good standing under the laws of the State of Washington and is qualified to do business in Washington State, and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery and performance by City under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by City, and (d) this Agreement constitutes the legal, valid and binding obligation of City and is enforceable against City in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the rights of creditors generally.

### No Partnership

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Friends or any party associated with the Friends in the conduct of Friends business or otherwise. This Agreement does not make the City the agent or legal representative of Friends for any purpose whatsoever. In no event shall Friends be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the City or any party associated with the City in the conduct of the City's business or otherwise. This Agreement does not make Friends the agent or legal representative of the City for any purpose whatsoever. This Agreement shall not be construed to have created any tenancy or interest in land.

### **36. AMENDMENTS**

No alternation or modification of the terms or conditions of this Agreement shall be valid and binding unless made in writing and signed by the authorized representatives of the Parties hereto.

### **37. NO WAIVER OF DEFAULT**

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement to be performed, kept, and observed by the other Party.

### **38. BINDING EFFECT**

This License shall be binding upon the successors of the Parties hereto.

### **39. NEGOTIATED AGREEMENT**

The Parties to this Agreement acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

#### **40. NOTICE**

Any notice to be given by either party to the other shall be in writing and shall be hand delivered to the respective Parties at the address specified below (or to such address specified by a Party to the other Party in writing) or sent electronically to the following email addresses below with confirmation of receipt.

If to the City:

Marshall Foster, Interim Director  
Seattle Center  
305 Harrison Street, Seattle, Washington 98109  
[Marshall.Foster@seattle.gov](mailto:Marshall.Foster@seattle.gov)

If to Friends:

Joy Shigaki, President and CEO  
119 1<sup>st</sup> Ave S #100, Seattle, Washington 98104  
[joy@waterfrontparkseattle.org](mailto:joy@waterfrontparkseattle.org)  
Friends of Waterfront Seattle

Notices shall be deemed to have been received by the Parties three (3) business days after hand or electronic delivery. The Parties, by notice given, may designate any further or different addresses to which subsequent notices or other communications shall be sent.

#### **41. CAPTIONS**

The headings of various Articles and Sections of this Agreement are for convenience only and shall not be in any manner be construed as modifying, amending or affecting in any way the express terms and provisions herein.

#### **42. INVALIDITY OF PROVISIONS**

Should any term, provision, condition or other portion of this Agreement be held to inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Agreement, and the remainder of this Agreement shall be effective as if such term, provision, condition, or portion were not a part hereof.



#### **43. FORCE MAJEURE**

No Party shall be responsible or otherwise liable for any failure to act in compliance with this Agreement if that Party's performance or action is prevented by force majeure. As used in this provision, "force majeure" means an act of God, act of nature, national emergency, war (declared or undeclared), epidemic, act or threat of terrorism (including, without limitation, safety or security concerns relating thereto), labor dispute of other parties to the Agreement, failure of utilities, damage or destruction of the majority of the Licensed Areas, interruption or preemption due to an event of overriding public interest, , legal enactment, government order or regulation , or any other event, circumstance that is not reasonably foreseeable and is beyond the reasonable control of the Party claiming force majeure.

#### **44. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any legal action under the Agreement shall be King County Superior Court.

#### **45. AGREEMENT CONTENTS**

This Agreement, including all exhibits and attachments hereto, embodies the entire agreement and understanding between the Parties with respect to the Licensed Areas and supersedes all other understandings or agreements, written or oral, between the Parties relating to the subject matter of this Agreement.

**EXHIBITS:**

- Exhibit A: Waterfront Park and Public Spaces Map
- Exhibit B: Phased O&M Schedule
- Exhibit C: Shoreline Permits (Pier 58, Pier 62, Main Corridor)
- Exhibit D: OLW Term Sheet
- Exhibit E: Waterfront Park Fee Schedule
- Exhibit F: Friends Rental Zones
- Exhibit G: Public Safety Staff Level Commitment
- Exhibit H: Public Safety Funding
- Exhibit I: Waterfront Park Rules
- Exhibit J: Art approval process
- Exhibit K: Performance Standard
- Exhibit L: Performance Standard: Park Inspection
- Exhibit M: Performance Standard Responsibility Matrix
- Exhibit N: Annual Report Requirements

Next page for signatures

Signed:

SEATTLE PARKS AND RECREATION

By: \_\_\_\_\_

*Signature* \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRIENDS OF WATERFRONT SEATTLE

By: \_\_\_\_\_

*Signature* \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SEATTLE CENTER

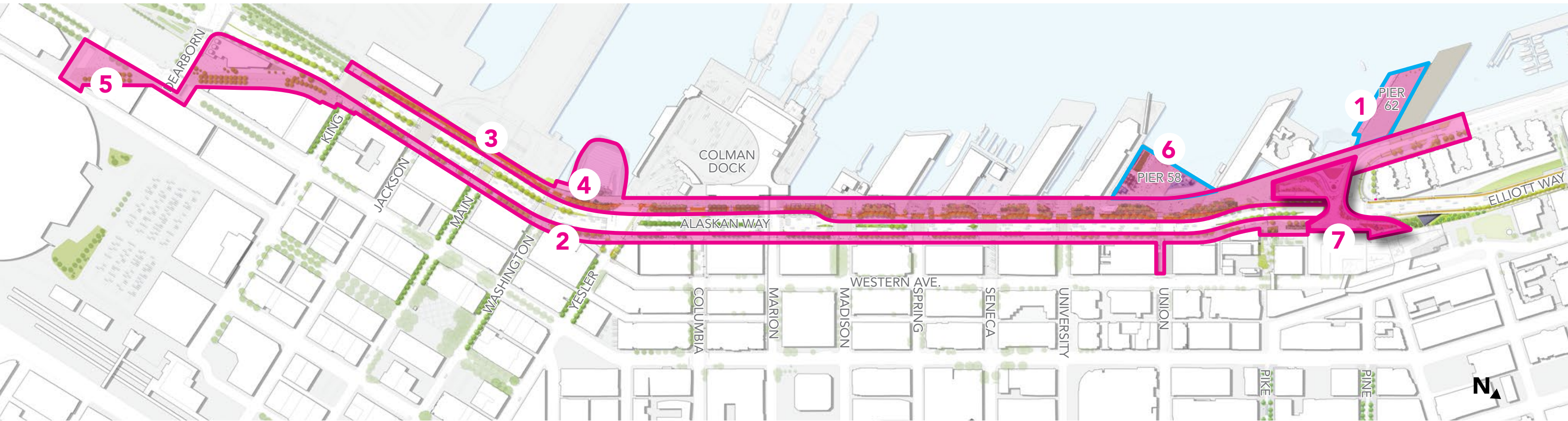
By: \_\_\_\_\_

*Signature* \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A WATERFRONT PARK AND PUBLIC SPACES



● CURRENT SPR PARK PROPERTY    ● WATERFRONT PARK AND PUBLIC SPACES

### PILOT AGREEMENT (2020 - 2022)

- 1 Pier 62 and Floating Dock**  
Rebuilt to once again to support free public concerts and events.

### MANAGEMENT AGREEMENT (2023)

- 1 Pier 62 and Floating Dock**
- 2 Alaskan Way East and Union Street**  
Widened sidewalk, landscaping and green storm-water features. A new pedestrian bridge and elevator at Union Street will connect Western Avenue to the Waterfront Promenade.
- 3 Waterfront Promenade**  
A few linear park with walkways, lighting, landscaping, seating and green storm-water features. In Elliott Bay, new underwater habitat improvements will help restore the native inter-tidal habitat.
- 4 Habitat Bench and Washington Street Boat Landing**  
Restored landmark pergola structure that will serve the public through small concessions and a new public beach that supports the ecosystem, including the salmon corridor.
- 5 Railroad Way**  
A pedestrian gateway linking the waterfront to Pioneer Square and the stadiums. Railroad Way will encourage new circulation and activities throughout the year and on game days at Lumen Field and Safeco Field.

- 6 Pier 58**  
Rebuilt park with an urban plaza and children's playground.
- 7 Overlook Walk**  
A new, accessible connection between Pike Place Market and the Waterfront. It will take pedestrians over the new Alaskan Way without crossing the street and will include seating, informal play areas and views.

## EXHIBIT B PHASED CITY/FRIENDS WATERFRONT PARK OPERATIONS AND MAINTENANCE SCHEDULE



### PHASE 1 - END OF 2020

- PIER 62
- ALASKAN WAY SOUTH - KING TO COLUMBIA ON THE EAST SIDE

### PHASE 2 - JANUARY 2022

- WASHINGTON STREET BOAT LANDING
- HABITAT BEACH
- ALASKAN WAY, KING TO COLUMBIA, WEST SIDE
- ALASKAN WAY, COLUMBIA TO UNION - EAST SIDE

### PHASE 3 - OCTOBER 2022 (OPENING IN TWO BLOCK SEGMENTS)

- EAST SIDE, UNION TO PIKE

### PHASE 4 - OCTOBER 2022

- UNION STREET PEDESTRIAN BRIDGE

### PHASE 5 - JUNE 2023 - END OF 2024

- RAILROAD WAY
- PIKE TO THE NORTH ON THE WEST SIDE
- PROMENADE, WEST SIDE (IN TWO BLOCK SEGMENTS)

### PHASE 6 - EARLY 2025

- OVERLOOK WALK
- PIER 58
- RESTROOM



# Seattle Waterfront - Waterfront Programming Plans

## Shoreline Permit - Attachment A

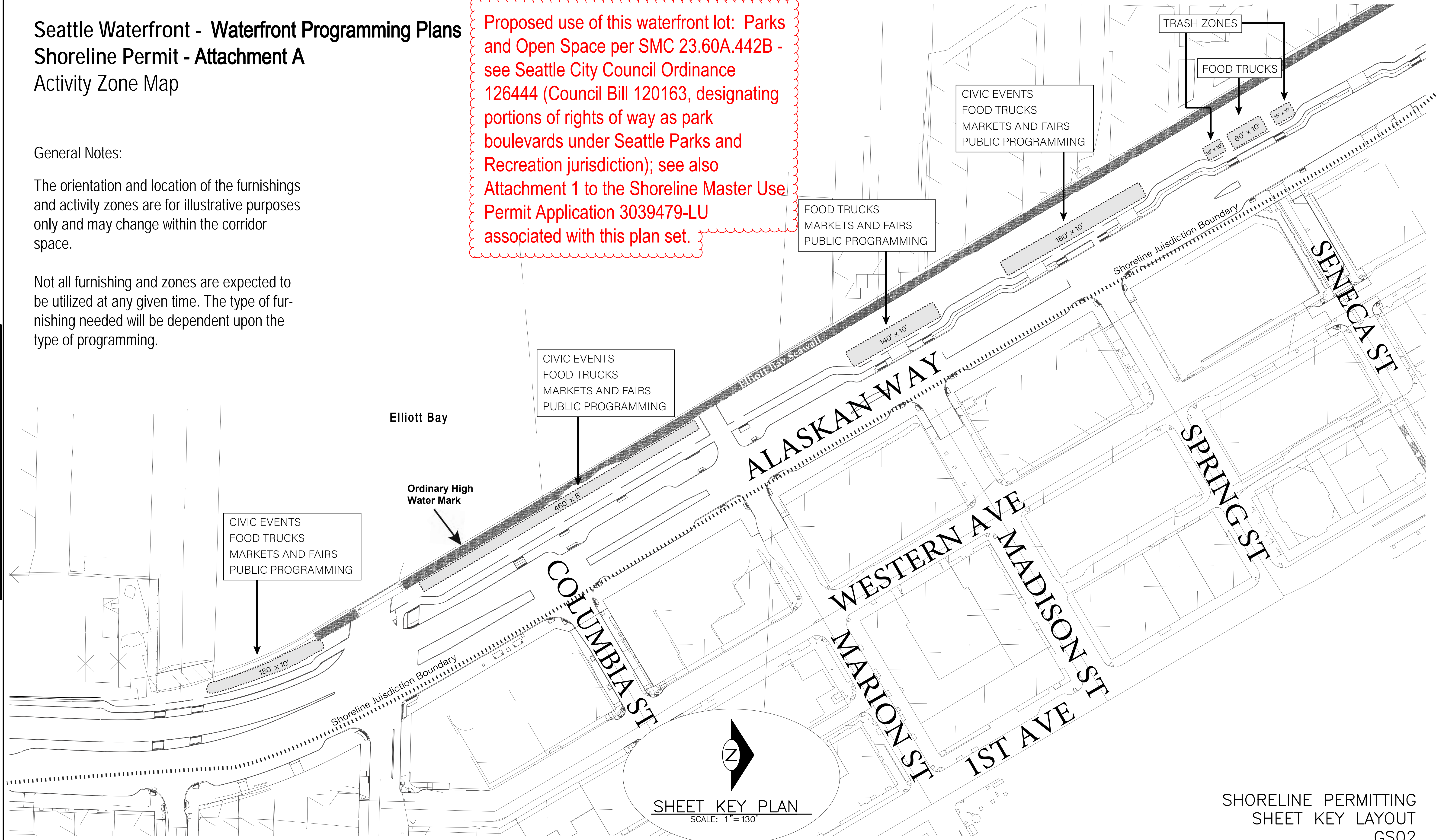
### Activity Zone Map

#### General Notes:

The orientation and location of the furnishings and activity zones are for illustrative purposes only and may change within the corridor space.

Not all furnishing and zones are expected to be utilized at any given time. The type of furnishing needed will be dependent upon the type of programming.

Proposed use of this waterfront lot: Parks and Open Space per SMC 23.60A.442B - see Seattle City Council Ordinance 126444 (Council Bill 120163, designating portions of rights of way as park boulevards under Seattle Parks and Recreation jurisdiction); see also Attachment 1 to the Shoreline Master Use Permit Application 3039479-LU associated with this plan set.



VAULT SERIAL NO.	DATE	MARK	NATURE	MADE CHKD	REV'D

C:\projects\wfsa\pub\661564\szobaszteig\wfsa3039479\WFS-P-SP-KM.dwg Dec-21-17 12:11 pm

SHORELINE PERMITTING  
SHEET KEY LAYOUT  
GS02

APPROVED FOR ADVERTISING LIZ ALZEER DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES SEATTLE, WASHINGTON ..... 20 ..  BY: ..... CITY PURCHASING & CONTRACTING SERVICES DIRECTOR	INITIALS AND DATE	INITIALS AND DATE
	DESIGNED	REVIEWED:
	CHECKED	DES. CONST.
		SDOT PROJ. MGR.
	DRAWN	RECEIVED
	CHECKED	REVISED AS BUILT
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-02.3 OF THE PROJECT MANUAL.		

**Seattle**  
Department of  
Transportation

ORDINANCE NO. PW NO.  
SUBPROJECT ID: TC367330  
SCALE: 1"=300'

**WATERFRONT SEATTLE**

3039479-LU

NO.	PC
JOB	R/W
	CO
VAULT PLAN NO.	
SHEET 1 OF	



# Seattle Waterfront - Waterfront Programming Plans

## Shoreline Permit - Attachment A

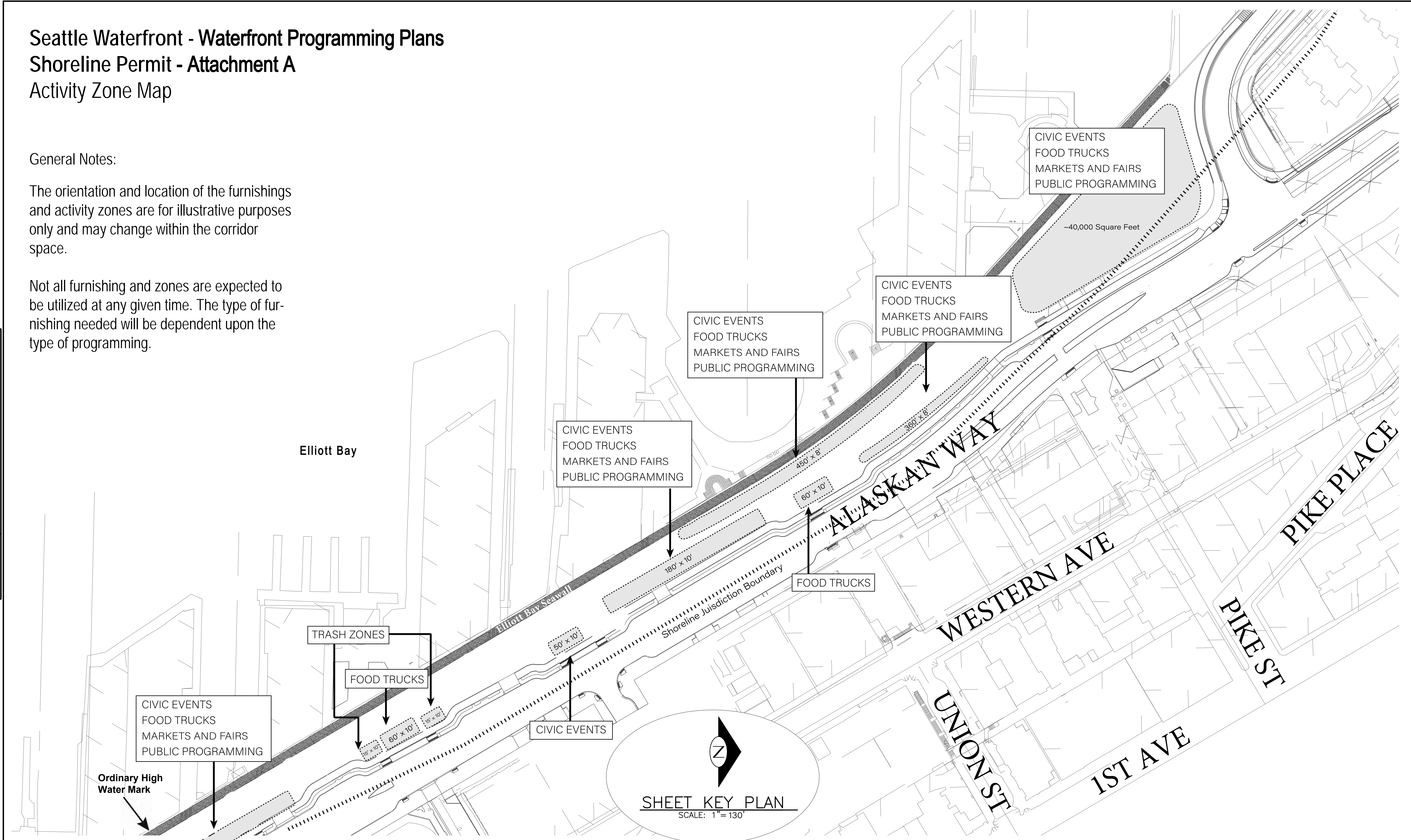
### Activity Zone Map

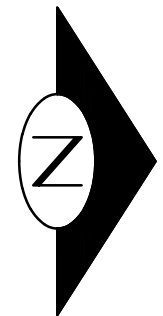
#### General Notes:

The orientation and location of the furnishings and activity zones are for illustrative purposes only and may change within the corridor space.

Not all furnishing and zones are expected to be utilized at any given time. The type of furnishing needed will be dependent upon the type of programming.

VAULT SERIAL NO.	DATE	MARK	NATURE	MADE CHG/D	REV/D



  
**SHEET KEY PLAN**  
 SCALE: 1" = 130'

APPROVED FOR ADVERTISING LIZ ALZEER DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES SEATTLE, WASHINGTON . . . . . 20 . . . . .		INITIALS AND DATE DESIGNED CHECKED	INITIALS AND DATE REVIEWED: DES.                    CONST. SDOT                    PROJ. MGR. RECEIVED REVISED AS BUILT
BY: . . . . . CITY PURCHASING & CONTRACTING SERVICES DIRECTOR		ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-02.3 OF THE PROJECT MANUAL.	

ORDINANCE NO.	PW NO.
SCALE:	

JOB NO.	PC
R/W	
CO	
VAULT PLAN NO.	
SHEET 2 OF	



# Seattle Waterfront - Waterfront Programming Plans

## Shoreline Permit - Attachment A

### Structures Layout

#### General Notes:

The orientation and location of the furnishings and activity zones are for illustrative purposes only and may change within the corridor space.

Not all furnishing and zones are expected to be utilized at any given time. The type of furnishing needed will be dependent upon the type of programming.

CIVIC EVENTS  
FOOD TRUCKS  
MARKETS AND FAIRS  
PUBLIC PROGRAMMING

SMALL TENT  
(20' X 20')

LARGE TENT  
(20' X 40')  
SEE  
EXAMPLE C

STAGE / TRUSS  
(20' X 30' X 12')  
SEE EXAMPLE B

PORTA POTTYS (5' X 5')

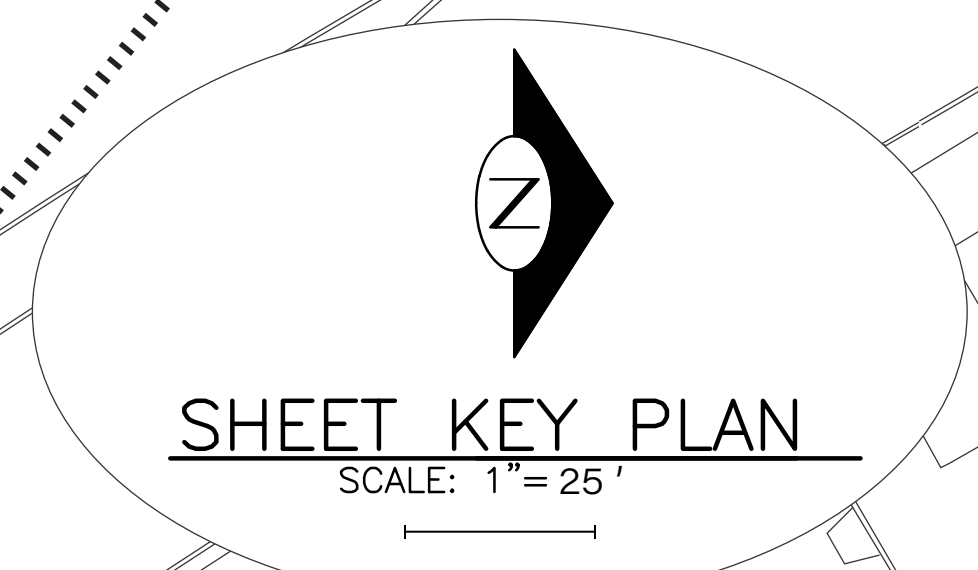
BLEACHERS / PUBLIC SEATING  
(15' X 20')  
SEE EXAMPLE A

RACE CLOCK (8' X 10')

TALL SIGNS

Elliott Bay

Ordinary High Water Mark



Shoreline Jurisdiction Boundary

ALASKAN WAY

ALASKAN WAY

ELLIOTT WAY

VAULT SERIAL NO.	DATE	MARK	NATURE	REVISIONS	MADE CHKD	REV'D

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Dec-21-17 12:11 pm

APPROVED FOR ADVERTISING LIZ ALZEER DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES SEATTLE, WASHINGTON . . . . . 20 . . . . .		INITIALS AND DATE		INITIALS AND DATE	
DESIGNED	CHECKED	DES.	SDOT	CONST.	PROJ. MGR.
DRAWN	CHECKED	RECEIVED		REVISED AS BUILT	
BY: . . . . . CITY PURCHASING & CONTRACTING SERVICES DIRECTOR		ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-02.3 OF THE PROJECT MANUAL.			

ORDINANCE NO.	PW NO.
SCALE:	

NO.	PC
JOB	R/W
CO	CO
VAULT PLAN NO.	
SHEET 3 OF	

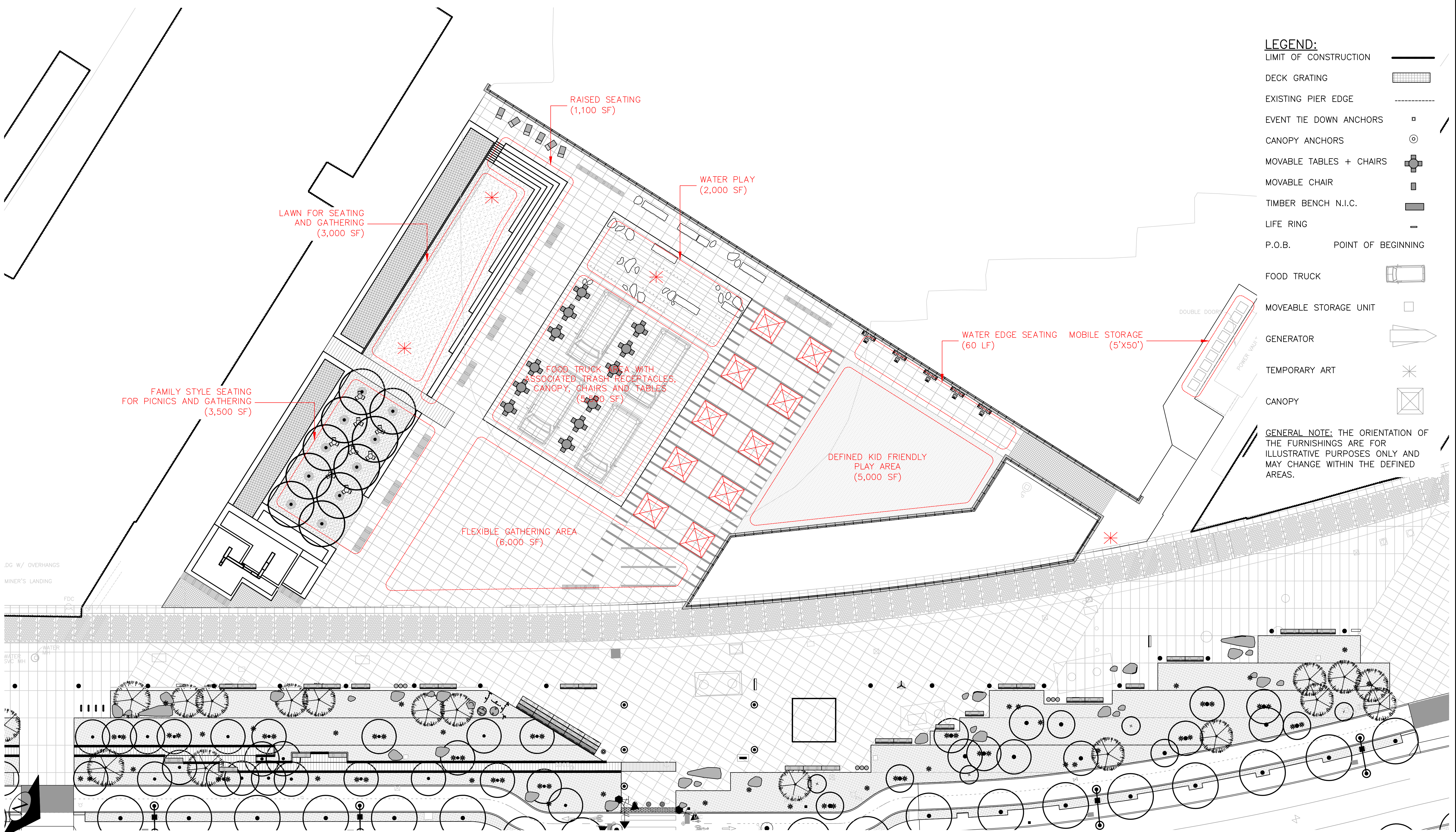






- LEGEND:**
- LIMIT OF CONSTRUCTION
  - DECK GRATING
  - EXISTING PIER EDGE
  - EVENT TIE DOWN ANCHORS
  - CANOPY ANCHORS
  - MOVABLE TABLES + CHAIRS
  - MOVABLE CHAIR
  - TIMBER BENCH N.I.C.
  - LIFE RING
  - P.O.B. POINT OF BEGINNING
  - FOOD TRUCK
  - MOVEABLE STORAGE UNIT
  - GENERATOR
  - TEMPORARY ART
  - CANOPY

GENERAL NOTE: THE ORIENTATION OF THE FURNISHINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY CHANGE WITHIN THE DEFINED AREAS.



VAULT SERIAL NO.	DATE	MARK	NATURE	MADE CHKD REVD
37290				

DC W/ OVERHANGS  
MINER'S LANDING

WATER SVC MH



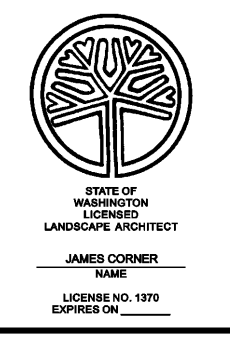
PIER 58 PROGRAM



APPROVED FOR ADVERTISING  
LIZ ALZEER  
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES  
SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED	AT 11/7/18	REVIEWED:	
CHECKED	TB 11/7/18	DES.	CONST.
		SDOT	PROJ. MGR.
DRAWN	SM 11/7/18	RECEIVED	
CHECKED	TC 11/7/18	REVISED AS BUILT	

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-02.3 OF THE PROJECT MANUAL.



**Seattle Department of Transportation**  
ORDINANCE NO. 125475 PW NO. 2018-085  
SUBPROJECT ID: TC367330  
SCALE: 1"=20'

**WATERFRONT PARK / PIER 58**

JOB NO.	PC TS5766A
R/W	
CO	
VAULT PLAN NO.	790-621
SHEET	OF

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Feb-14-20 10:58am











## EXHIBIT D OLW Term Sheet

Overlook Walk / Aquarium Ocean Pavilion  
Roles and Responsibilities for Operations and Management  
**UPDATED DRAFT 3/3/2022**

	Overlook Lid (bluff, public areas crossing road)	Overlook Pavilion/Cafe	SPR Storage and Maintenance Space	Salish Steps and North/South Stairs	Ocean Pavilion Roof/ Open Space	Aquarium Plaza/Promenade areas in front of Aquarium and west facing stairs	Ocean Pavilion Elevator and Stairs
<b>Landscape Maintenance</b>	Seattle Center	n/a	n/a	Seattle Center	SEAS, subject to management agreement with City.	Seattle Center	n/a
<b>Hardscape Maintenance (paving, seating, lighting, railings, furnishings)</b>	Seattle Center	Seattle Center	Seattle Center	Seattle Center	SEAS, subject to management agreement with City	SPR Supplemental support from SEAS for daily cleaning / troubleshooting, subject to management agreement with City.	SEAS
<b>Security</b>	Seattle Center Coordinating role with PPM between bluff and Marketfront	Seattle Center	n/a	Seattle Center	SEAS	Seattle Center Supplemental support from SEAS security, subject to management agreement with City.	SEAS
<b>Daily Programming</b>	Friends	Friends	n/a	Friends	SEAS, in coordination with Friends	Friends, in coordination with SEAS	n/a
<b>Special Events</b>	Friends Ability for PPM to also host events	Friends Ability for PPM, SEAS to also host events	n/a	Friends Ability for SEAS to also host events	SEAS Ability for Friends to host events	Friends, in coordination with SEAS	n/a
<b>Property Management</b>	n/a	Tenant lease with Friends and Property Management by Seattle Center	SPR (SDOT will need access for structural/utility elements)	n/a	SEAS, subject to management agreement with the City	SEAS, subject to management agreement with the City	SEAS, subject to management agreement with the City
<b>Public Art</b>	n/a	n/a	Seattle Center (Screen Wall) City Office of Arts and Culture (OAC) for Ann Hamilton's commission	OAC for the Indigenous Commission	SEAS	SEAS for Ocean Pavilion entry elements	n/a

**Major Maintenance:**

- SDOT is responsible for the Overlook Walk overall – and specifically the AASHTO bridge structures (OLW and Bluff bridges) and will conduct regular inspections of the structure and will manage it as part of their Asset Management System.
- SDOT is the asset owner of the Overlook Walk café. Any major structural repairs or replacements will be their responsibility.
- Seattle Center is responsible for the Overlook walk finishes, landscapes and appurtenances (irrigation, lighting, seating, trash receptacles, etc.).
- Seattle Center is responsible for daily maintenance of playscape elements and Seattle Parks and Recreation is responsible for major playscape element repairs or replacement.
- SEAS responsible for the Ocean Pavilion structure including Aquarium spaces under the Salish Steps, finishes, landscapes and appurtenances (lighting, seating, trash receptacles, etc.) Need to define boundaries, subject to OMA.
- OLW Stairway and Retaining Walls Maintenance at Salish steps: SDOT is the asset owner

Note: Future agreement(s) may be subject to City Council approval

## EXHIBIT E PARK USE FEES

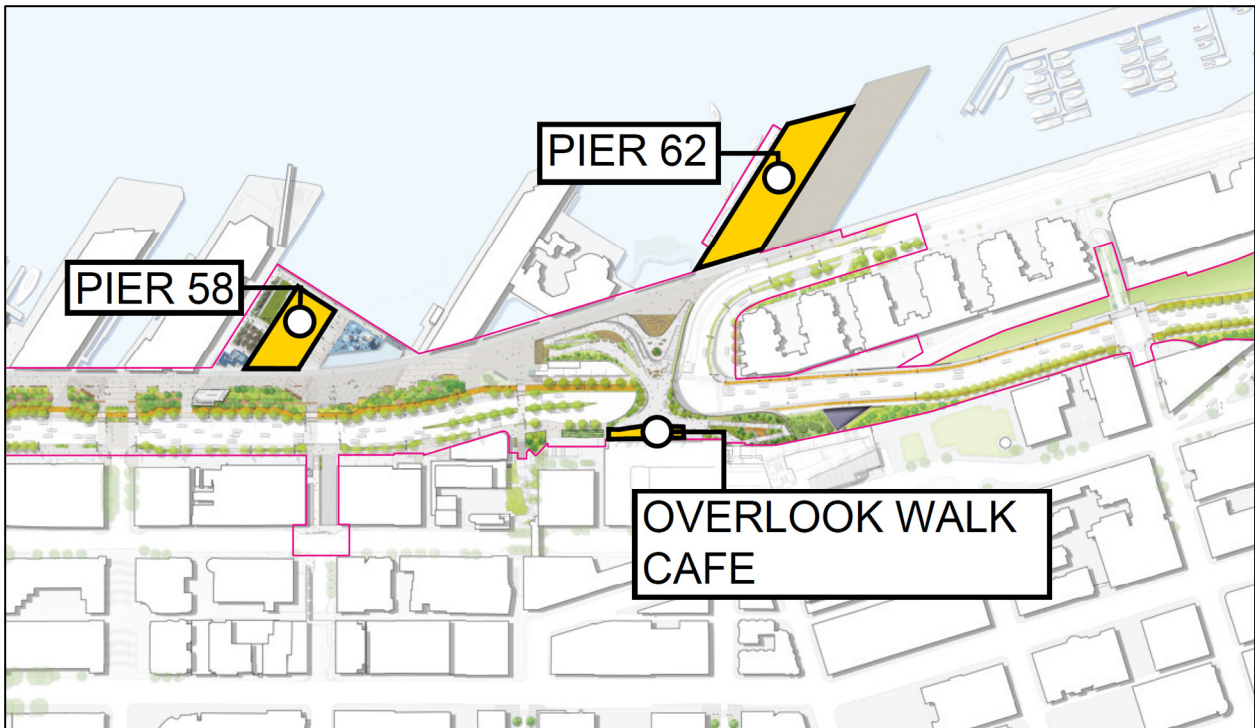
Facility	Use fee range: non-profit or government, free public events		Use fee range: non-profit, private events		Use fee range: Commercial, free public events		Use fee range: Commercial private events		Use fee range: Weddings and similar private events: Low public use impact (1)		Use fee range: Weddings and similar private events: High public use impact (2)	
	Minimum Fee	Maximum Fee	Minimum Fee	Maximum Fee	Minimum Fee	Maximum Fee	Minimum Fee	Maximum Fee	Minimum Fee	Maximum Fee	Minimum Fee	Maximum Fee
Pier 62 - less than 50% of area	\$ 2,000	\$ 7,500	\$ 4,000	\$ 12,000	\$ 4,000	\$ 12,000	\$ 3,000	\$ 30,000	N/A	N/A	\$ 5,000	\$ 12,000
Pier 62 -above 50% of area	\$ 2,500	\$ 15,000	\$ 5,000	\$ 20,000	\$ 5,000	\$ 20,000	\$ 6,000	\$ 50,000	N/A	N/A	\$ 7,500	\$ 20,000
Pier 62 - 100% of area	\$ 3,000	\$ 25,000	\$ 6,000	\$ 40,000	\$ 6,000	\$ 40,000	\$ 12,000	\$ 75,000	N/A	N/A	\$ 10,000	\$ 40,000
Pier 58	\$ 2,000	\$ 7,500	\$ 4,000	\$ 40,000	\$ 4,000	\$ 40,000	\$ 10,000	\$ 50,000	N/A	N/A	N/A	N/A
Overlook Walk Café	\$ 500	\$ 7,500	\$ 1,500	\$ 10,000	\$ 1,500	\$ 10,000	\$ 5,000	\$ 20,000	N/A	N/A	\$ 1,000	\$ 15,000
Other facilities	\$ 200	\$ 4,000	\$ 500	\$ 7,500	\$ 500	\$ 10,000	\$ 500	\$ 50,000	\$ 50	\$ 1,000	\$ 1,000	\$ 10,000
Facility Surcharge			up to \$10 per ticket or paid admission	up to \$10 per ticket or paid admission			up to \$10 per ticket or paid admission	up to \$10 per ticket or paid admission				
On site sales				up to 10% of gross sales				up to 10% of gross sales				

- Protected, free speech events are not subject to use fees.
- Use fees may be waived for events co-produced by Friends of Waterfront Seattle, or produced by tribal governments and their affiliates.

- Use fees may be adjusted up to once per year at a rate equal to the change in the CPI-U Seattle MSA since the previous adjustment (or Q2-2023 for the first adjustment) rounded up to the nearest \$10.
  - A surcharge may be imposed should a government fee or tax be established or increased. (Example a Leasehold Excise Tax increase). The surcharge reflect the direct cost or the newly established or increased tax or fee.
  - Direct costs associated with the facility use are in addition to the use fees above. Examples of direct costs include, but are not limited to, required permits, catering, event security, production personnel, trash and recycling, equipment rentals, and utilities.
  - The use fees table above does not apply to commercial filming, parades, or events that would significantly restrict free, public access to the park. Use fees for such events will be determined in consultation with the appropriate City department (e.g. Film Office) or Seattle Center.
- <sup>1</sup> "Low public use impact" events are weddings and other personal celebrations that do not restrict the use of the park for other members of the public. Example: No barriers erected, no decorations, no amplified music, and no seating (except for accessibility)
- <sup>2</sup> "High public use impact" events restrict use by other members of the general public. Examples include catered events, use of canopies, tent, seating, barricades or amplified music.



## EXHIBIT F FRIENDS RENTAL ZONES



Map of Rental Areas listed on EXHIBIT E: USE FEES



# PUBLIC SAFETY RECOMMENDATION 2023/2024 STAFFING PROPOSAL

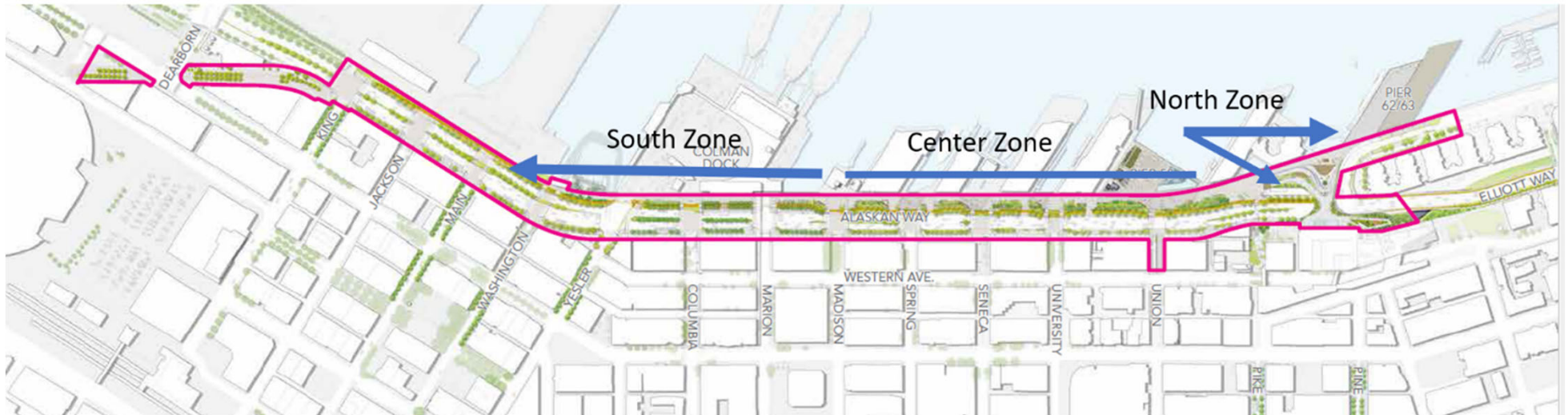
2023/2024	Peak-Season	Shifts	Total Staff
ESU Team	10 daily, 3 shifts (24/&7) *	2-overnight 4-day shift (two zones) 4-swing shift (two zones)	15 FTE
Park Ambassadors	4 daily, 2 shifts (7A-10P)*	2 in each zone for each shift	4 FTE
Social Services	Daily (8:30A-3:30P)		2 FTE



# PUBLIC SAFETY RECOMMENDATION 2025+ STAFFING PROPOSAL



2025+	Peak-Season	Shifts	Total Staff
<b>ESU Team</b>	15 daily, 3 shifts (24/7)*	3-overnight 6- day shift (three zones) 6- swing shift (three zones)	21 FTE
<b>Park Ambassadors</b>	6 daily, 2 shifts (7A-10P)**	2 staff in each zone	15 FTE
<b>Restroom Concierge</b>	2 daily, 2 shifts (7A-10P)		2 FTE
<b>Social Services</b>	Daily (8:30A-3:30P)		2 FTE



# PUBLIC SAFETY TIERED RESPONSE

<b>Tier 1</b>	Social Services	Outreach to assist visitors in need of support resources. This is currently provided by REACH, under contract to Friends.
<b>Tier 2</b>	Park Ambassadors	Customer-focused staff wearing Friends' branded clothing/uniform. Provides information, directions, verbal reminders re: rules. Friends' front-line team to ensure a positive visitor experience. Reports issues to enforcement and maintenance teams as needed.
<b>Tier 3</b>	Basic Park Rules Enforcement	City staff that can enforce Waterfront Park Rules
<b>Tier 4</b>	Criminal Enforcement	SPD response to criminal activity or life-threatening situations.

**EXHIBIT H**  
**Waterfront Public Safety**  
**2023-2028 Funding**

	2023	2024	2025	2026	2027	2028
<b>Seattle Park District (MPD)</b>	\$376,170	\$430,814	\$1,652,354	\$1,711,663	\$1,773,174	\$1,836,973
<b>Friends</b>	\$596,250	\$945,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>TOTAL</b>	\$1,147,628	\$1,810,814	\$2,652,354	\$2,711,663	\$2,773,174	\$2,836,973

\*2023 is a hybrid staffing model with Friends providing contracted security services until the City safety team is hired and onboarded. The Friends funding amount shown in the funding table for 2023 shows Friends' payments for **City** staff positions only.

# EXHIBIT I

## Waterfront Park

### Park Rules

#### **A: General Provisions**

Waterfront Park is a series of parks, park boulevards, and public spaces on Seattle's Central Waterfront, connected by a park promenade that runs along Alaskan Way from King to Pine Streets. These parks, boulevards, and public spaces include newly rebuilt parks at Piers 58 and 62, the Overlook Walk connecting Pike Place Market to the Seattle Aquarium, and specific elements including the Washington Street Boat Landing and Pergola, the Pioneer Square Habitat Bench, and widened sidewalks along the east side of Alaskan Way. The City's established goal with Waterfront Park is to create a high-quality park experience for a diverse range of users, and to create a safe, welcoming and dynamic environment that supports a range of recreational, cultural and other programming to serve the public

The Superintendent of Parks and Recreation intends to delegate responsibility for maintenance and enforcement of Waterfront Park Rules to the Seattle Center Director. The Waterfront Park Rules described below are applied from the adopted Seattle Center Rules, except for the addition of specific rules intended to address unique waterfront assets, which are noted in *Italics*.

#### **B: Purpose and Findings**

These rules are intended to provide, preserve, and protect Waterfront Park as a public space for the safe enjoyment of all that Seattle's Central Waterfront has to offer. Prohibited and inappropriate behavior diminishes precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities, and peaceful repose that parks are intended to preserve in an urban setting.

In addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal and/or disorderly behavior can transform a park into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance.

Compliance with these Waterfront Park Rules will be enhanced by the immediate administrative sanction of excluding from the Waterfront Park those who violate these Rules. In addition, for repeat offenders and for more serious offenses, exclusion for extended periods of time will provide a necessary additional remedy to protect Waterfront Park and the public.

#### **C: Superintendent's Authority – Rulemaking – Enforcement**

The Seattle Parks and Recreation (SPR) Superintendent may, in accordance with [Chapter 3.02](#) adopt, amend, and rescind rules and regulations in order to manage and control Waterfront Park including rules that:

- A. Clarify, interpret, or apply Waterfront Park Rules;
- B. Regulate the use and conduct;



- C. Designate restricted areas;
- D. Establish times for opening and closing to public use and/or for entry or use by motor vehicles;
- E. Restrict and/or prohibit the use of any skateboard, roller skates, coaster, or other similar device on Waterfront Park. This prohibition shall not apply to a person with a disability, who uses wheeled equipment in order to be ambulatory;
- F. Impose a speed limit on use of any or all park paths, promenade, boardwalk, piers, improved and unimproved. Such speed limit may apply to pedestrians and/or those persons using roller skates, skateboards, coasters, bicycles, carts, or any similar device or conveyance.

The provisions of these Rules apply to Waterfront Park as defined in Section D.A.17. To the extent that other Rules generally applicable to Seattle Parks conflict with the provisions of these Rules, these Rules shall control.

#### **D: Definitions**

- A. Unless clearly inconsistent with the context in which used, the following definitions apply:
  - 1. "Adequate leash" means a leash of 8 feet in length or shorter
  - 2. "At Large" means a dog or other animal inside Seattle, off the premises of the owner, and not under control by adequate leash.
  - 3. "Buildings" means the Washington Street Boat Landing Pergola, Pier 58 Restroom, and Overlook Walk Pavilion, and any other interior spaces that are provided within the footprint of waterfront park on a permanent or temporary basis.
  - 4. "Camp" means to erect a tent or other shelter; or to use sleeping equipment such as sleeping bags, blankets, cardboard, tarps, a vehicle, or a trailer camp, for the purpose of sleeping or in such a way as will permit remaining overnight.
  - 5. "Commercial activity" means any activity conducted for monetary or commercial gain including the sale of all goods, liquids, edibles (including food vending), or services, and the marketing of those goods or services. "Commercial activity" includes, but is not limited to, providing individual or group lessons, classes, or activities that have a fee or other monetary barrier to entry. Commercial activity also includes any lesson, class, or commercial activity taking place on City property that is associated with any trade, occupation, profession, business, or franchise or are offered to promote products or services. "Commercial activity" does not include activities conducted on the City's behalf or in conjunction with the City, such as those provided pursuant to a concession agreement or agreement for services. Examples of commercial activity include but are not limited to boot camps, running clubs, and workout groups offered only to paying participants.
  - 6. "Exclusion Notice" means that the recipient is no longer invited, licensed, permitted, or otherwise privileged to remain on the premises of which they were ordered to leave.

7. "Exclusion Warning" means a written notice to a person that there is probable cause to believe that the person has violated these Waterfront Park and Public Space Rules
8. "Knowingly" means to act when:
  - a. One is aware of a fact, facts, circumstances, or result described by a statute or ordinance defining an offense; or
  - b. One has information that would lead a reasonable person in the same situation to believe that facts exist, which facts are described by a statute or ordinance defining an offense.
9. "License" or "Permit" means a written authorization for a person or entity to engage in a specific use or activity on a portion or all of the Waterfront Park.
10. "Off-leash area" means an area designated in subsection [18.12.080.B](#) where dogs, and no other animal, shall be allowed to run at large.
11. "Park rule" means those rules or codes of conduct the Superintendent has adopted and designated, by rule, as those for which a violation may lead to exclusion from a park.
12. "Protected Speech" means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, carrying signs, artistic performances, or other activities recognized by courts as entitled to protection under the Federal or Washington constitutions.
13. "Reviewing Officer" means the designated staff who shall have the authority to waive, reduce, maintain or extend the Exclusion Notice based upon evidence during the review.
14. "Superintendent" means the Superintendent of Seattle Parks and Recreation and authorized agents of the Superintendent.
15. "Use" means the exercise of dominion or control over or occupation of all or part of a public place, or the right to do so. It includes constructing, storing, erecting, placing upon, or maintaining, operating any inanimate thing or object in, upon, over or under any public place. "Use" includes the placement of a table, equipment, or other similar object. "Use" does not include the placement of an inanimate object in such a location and for such a limited duration of time that, under the circumstances, no reasonable person could conclude that the public's right to use or enjoy the public space, in whole or in part, has been or potentially could be interfered with.
16. "Violation" means an act or omission or combination thereof that is contrary to any park rule or any civil or criminal provision of the Revised Code of Washington or the Seattle Municipal Code, or other applicable law.



17. "Waterfront Park" means the Habitat Bench, the Washington Street Boat Landing, Pier 58, Pier 62, and the Waterfront Park Boulevard established under Ordinance 126444.
18. "Weapon" means any firearm or any instrument designed or intended to propel a missile of any kind, or any knife having a blade of three inches or more, or any straight-edge razor, spring stick, metal knuckles, blackjack, bat, club or other bludgeon-type instrument, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, such as nun chahkas, nunchakus or shurikens, or chains, or whips, or stars, or darts, or stun gun, or any disc having at least two points or pointed blades which is designed to be thrown or propelled.
19. "Weapon violation" means possession or use of a weapon in violation of Chapter 9.41 of the Revised Code of Washington or [Chapter 12A.14](#) of the Seattle Municipal Code, or other applicable statute or ordinance.

#### **E. Waterfront Park Hours of Operation**

The pedestrian promenade/sidewalks, roadways, and cycle tracks are open 24 hours/day to preserve the transportation function of the boulevards, Overlook Walk and other areas under the jurisdiction of SPR and accommodate the free passage of pedestrians and vehicles.

General hours of operation for Waterfront Park are as follows: 7am-10pm.

Waterfront Park may be opened different hours seasonally, for special events or closed completely for maintenance, private events or public safety reasons. Signage will be posted accordingly.

#### **F. Licenses, Permits, and Concessions Commercial activities** (*\*current City process*)

1. The following activities require a licenses, permit, or other written authorization prior to engaging in the activity within Waterfront Park:
  - a. Conducting any Commercial Activity on the grounds or in any buildings
  - b. Festivals, programs, performing, and other events
  - c. Reserving all or a portion of Waterfront Park
  - d. Using any outdoor electrical power outlet; or laying cables or extending wires in or over a park; or using any park or facility during the hours it is closed to the public;
  - e. Posting, placing, or erecting any unattended signs, posters, and notices in or on the waterfront requires prior written approval.
  - f. Sound-amplifying devices and equipment, other than battery-powered equipment as provided in section G(3).
  - g. The placement of a table, stand, or other structure
  - h. Storage of any belongings, supplies, equipment
  - i. The use of any flammable liquids
  - j. Any other activities that constitute an exercise of dominion or control over a portion of the Waterfront Park, thereby limiting the general public's use.

## **2. Terms and Conditions of Licenses and Permits**

The Seattle Parks and Recreation Superintendent may condition a license or permit to impose such terms and conditions as appropriate to protect the health, safety, and welfare of the public and/or Waterfront Park; to protect property; to avoid or limit unnecessary interference with other uses or users of the waterfront to minimize disturbance of the surrounding neighborhood, and require the user to leave the area in a condition after the activity or event as it was beforehand. For this purpose, the Superintendent may require the user to furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage that results from the event or activity, and/or to make a reasonable security and damage deposit, or provide a bond. The Superintendent shall have authority to immediately suspend or terminate a license or permit without prior notice upon violation of an applicable law, a Waterfront Park Rule, or any other material term or condition of the license or permit.

The Superintendent may temporarily suspend a license or permit during activities or events that have been granted exclusive use rights to Waterfront Park. Exclusive use activities and events can include festivals, sporting events, programming, City of Seattle co-sponsored events, or other exclusively licensed activities.

All licenses shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice, or if the license so states, upon shorter notice. This does not apply to Waterfront Park Operating Licensee, as terms are outlined in the Management Agreement.

## **3. License Fees**

The Superintendent is authorized to charge fees for licensed activities. Fees can be based solely upon or in combination with a percentage of gross sales, a one-time flat fee, a fee per each instance the licensed activity is exercised, or the recovery of the City's costs or those of its Operating Partner associated with the license issuance and authorized activities (or such other fee structure as may be negotiated). Issuance of a license shall also be subject to payment of fees, taxes, or charges as required by ordinance or authorized by resolution of the Seattle City Council, or pursuant to King County of State of Washington requirements, or all applicable laws.

## **4. Permit Fees**

The Superintendent may establish, and charge application fees and permit fees as provided in other applicable laws or rules.

## **5. Refund of Deposits and Fees**

The Superintendent is authorized to refund fees, on a prorated basis, upon cancellation of a license or permit and to return all or any portion of any security and damage deposit no longer needed or after costs that may be charged against the license or permit have been paid.

## **6. Non-Transferability of Licenses & Permits**

Licenses and permits are, unless provided otherwise in the license or permit, non-transferable. Trading, selling, or transferring permits is prohibited and may result in immediate revocation of a permit.

## **G. Protected Speech Activities**

1. Certain Protected Speech Activities do not require a permit and are allowed without any advance notice to Seattle Parks and Recreation. These activities include the following.

- a. Leafleting and Gathering Signatures

No permit is required to engage in political speech activities such as the distribution of literature or the gathering of signatures unless the activity is accompanied by conduct that requires a permit under these rules. Leafleting and signature gathering must not interfere with normal passage of people or vehicles, unless otherwise permitted by the Superintendent.

- b. Carrying Signs

The carrying of signs or placards is allowed at Waterfront Park so long as it is done in a manner consistent with these rules and all applicable laws. Unattended signs or placards are prohibited without a permit or license. Those engaged in protected speech activities may request and receive voluntary donations, which are not considered commercial activity under these rules. A voluntary donation means a person may participate in the activity or receive an offered item of value without regard to whether or not they make a donation. Solicitation of donations may not impede pedestrian or vehicle traffic.

- c. Amplified Sound

Except as authorized by the Superintendent for specific events and times, or except as necessary for the preservation of public peace or safety, it is unlawful to use any public address system, loudspeaker or other sound-amplifying device. It is unlawful to exceed noise levels prescribed by [Section 25.08.520](#).

2. Applicability of Speech Rules to Major Events

- a. Gated Events or Exclusive Use

Inside reserved or gated areas, the event organizers may control speech activities, both commercial and protected, and all commercial activities. Individuals who wish to engage in commercial activities, or commercial speech activities inside gated, or reserved areas should contact the event organizers for permission.

3. Designated Protected Speech Locations

The Superintendent may designate locations for protected speech activities that would otherwise require a permit (use of table, equipment, or structure, amplification, as provided in these Rules). Each location has a capacity based on factors such as its size, location, and common other nearby uses.

- a. Designated locations are available on a first come, first serve basis with no permit required.
- b. The Superintendent may establish additional designated locations, either temporarily or indefinitely.
- c. Signage will designate protected speech locations with the maximum capacity of speakers and audience and maximum equipment size at that particular location. The Superintendent may modify the maximum capacity of a specific designated location, based upon factors such as other authorized uses in the vicinity or anticipated congestion or mobility problems.
- d. In designated protected speech locations, the Superintendent shall allow the use of battery powered portable amplification without a permit. Such equipment must not be operated at a volume that exceeds the noise levels prescribed in SMC 25.08.520.
- e. In designated protected speech locations the Superintendent shall allow one small (no greater than 3 feet by 3 feet by 3 feet high) structure may be placed in conjunction with related protected speech activities, so long the structure is 1) not left unattended; and 2) is not placed in a way as to interfere with passersby or other Waterfront Park uses.
- f. A map of the designated protected speech locations, along with each location's permissive uses and limitations, will be available to the public.
- g. A schedule will be published that shows which areas are unavailable because of permitted activities.
- h. If all designated sites are occupied, a person may request that the Superintendent approve a temporary location. Factors used to evaluate the request include other authorized uses in the vicinity, anticipated congested or mobility problems, and public safety.

## **G. Property Regulations** (*\*current City process*)

1. No-Trespassing Areas – Removal or Destruction of Property – Structure or Obstructions
  - a. It is prohibited for any person except as duly authorized Seattle Parks and Recreation employee, or agent or other person duly authorized pursuant to law, to enter or go upon any area which has been designated and posted by the Superintendent as “no admittance”, “no trespassing”, “not open to the public,” or other similarly designated area.

- b. It is prohibited for any person except a duly authorized Seattle Parks and Recreation employee or agent or other person duly authorized pursuant to law, to remove, destroy, damage, mutilate or deface any structure, spray paint or paint, lawn, fountain, wall, railing, vehicle, bench, shrub, tree, plant, flower, lighting system, sprinkling system, bollard, barricade, lock, art installation, play equipment or other property lawfully in Waterfront Park.
- c. It is prohibited for any person other than a duly authorized employee or agent of the Seattle Parks and Recreation Department to place or erect a structure or obstruction of any kind without a license from the Superintendent.

#### **H. Rules of Conduct:**

##### **1. Aggressive Behavior** (*\*current City Rule*)

No person shall treat any person in an aggressive, menacing, or abusive manner that would place a reasonable person in fear for their property or personal safety.

##### **2. Liquor Offenses and Controlled Substances** (*\*current City Rule*)

Possession or consumption of liquor/alcohol is prohibited at Waterfront Park to consume, as defined in SMC Section 12A.24.010 C, or other applicable law, except as authorized by a Waterfront Seattle License, Permit, or other agreement and a Permit issued by the Washington State Liquor Control Board or its succession.

Possession, sale, or use of illegal drugs in violation of RCW 69.50, the Uniform Controlled Substances Act, is prohibited.

##### **3. Animals** (*\*current City Rule*)

Animals are allowed at Waterfront Park if they fall under the following.

- a. American with Disabilities Act (ADA) service animals, defined as an animal that provides a medically necessary support for the benefit of a person with a disability.
- b. Animals on the waterfront are on adequate leashes and under the control of an individual physically able to restrain the animal. Any person with an animal in their possession shall be responsible and liable for the conduct of the animal, shall carry equipment for removing feces, and shall place feces deposited by such animal in appropriate receptacle.
- c. Horses or dogs used by public law enforcement agencies and under the control of a law enforcement officer
- d. Animals that are a part of Seattle Parks and Recreation or licensed/sponsored activities.

Major Events Exception (*\*current City Rule*)

For the safety of both patrons and animals, the Superintendent may prohibit all animals, except ADA service animals, from Waterfront Park during high traffic events such as, but not restricted to, ticketed events, festivals and concerts, major sporting fanfare events.

4. *Weapons (\*current City Rule)*

It is prohibited to, unless used as a tool for work by Waterfront Park employees or their authorized agents, to carry concealed on his/her/their person any weapon. Waterfront Park employees are subject to the City's Firearm Policy.

- a. It is prohibited for any person to possess or display a firearm unless permitted by applicable law.

5. *Contraband (\*current City Rule)*

The following items are prohibited at Waterfront Park: illegal drugs, weapons, explosive devices, spray paint, lasers.

6. *Urinating or Defecating Prohibited Except in Restrooms (\*current City Rule)*

Urinating or defecating, except in facilities specifically provided for the purpose is in violation of [Section 12A.10.100](#) shall be subject to punishment as provided in [Section 12A.02.080](#).

7. *Stickers (\*current City Rule)*

It is prohibited to distribute stickers or adhere stickers to any building, structure, or other surface along the Waterfront Park without the expressed authorization of the Superintendent.

8. *Wheeled Devices*

*Wheeled devices such as bicycles, skateboards, roller skates, inline skates, and scooters, are allowed in the cycle track for transportation purposes. The use on the waterfront promenade of all wheeled devices, is prohibited except for:*

1. *Wheeled equipment used by disabled individuals to be ambulatory*
2. *Children's strollers*
3. *Programmed activities or events*
4. *Other uses expressly authorized by the Superintendent*

9. *Vehicular Access*

*Vehicular access for Waterfront Park requires express authorization.*

- a. *Exceptions*
  1. *In designated parking areas.*
  2. *Authorized by an unload/load pass.*

3. *Supply deliveries and vehicle support services to organizations and businesses on the waterfront are allowed from curb zones based on curb zone designations or pier aprons*
4. *Support vehicles to programming/activations to the promenade and Piers.*
5. *City support and maintenance vehicles performing work along the promenade and Piers.*
6. *If vehicle support is needed for building or pier maintenance a permit is required, and vehicles must not exceed a 30-foot single unit vehicle (SU30). Larger vehicles must use the street*
7. *Emergency services such as police or fire do not require a permit.*
8. *Otherwise specifically authorized by the Superintendent.*

b. *Areas Closed to General Vehicular Access (\*current City Rule)*

Except as authorized by the Superintendent, it is prohibited to drive, operate or park a motor vehicle in an area which is designated as being closed to general vehicle traffic access, including all landscaped areas, social intersections, pedestrian walkways and in all other areas not specifically authorized for vehicular traffic.

10. *Littering – Trash (\*current City Rule)*

It is prohibited to throw or deposit any refuse or other material, except in designated receptacles. It is also prohibited for any person(s) to dig in, rummage in, in anyway disturb trash in any receptacle.

11. *Smoking (\*current City Rule)*

Smoking is prohibited within all publicly accessible portions of Waterfront Park. “Smoke”, or “Smoking” means the carrying, holding, or smoking of any kind of lighted pipe, cigar or cigarette or any other lighted smoking equipment and *includes electronic smoking devices.*

12. *Motorized Models (\*current City Rule)*

It is prohibited to operate any motorized model aircrafts, drone, dirigible, vehicle or motorized model watercraft, unless expressly authorized by the Superintendent or their designee.

13. *Fires (\*current City Rule)*

It is prohibited to ignite or maintain any fire or to participate in igniting, maintaining or using any fire unless expressly authorized by the Superintendent.

14. *Camping (\*current City Rule)*

It is prohibited to camp on any portion of Waterfront Park.

15. *Operation or landing of watercraft*

*It is prohibited to moor or otherwise attach any boat, float, raft or other watercraft at Pioneer Square Habitat Beach, to Pier 58, Pier 62 and/or the floating dock associated with Pier 62 unless approved in writing by the Superintendent for such purposes.*

*Launching of any craft, hand powered or otherwise, is not permitted.*

*This prohibition does not apply to Treaty Tribes when exercising their recognized Tribal fishing rights in their usual and accustomed places.*

#### 16. Diving and Swimming in the Harbor

*No diving or swimming is allowed at Waterfront Park unless part of a licensed or permitted program or event.*

#### 17. Fishing

##### a. Commercial Fishing (*\*current City Rule*)

It is unlawful at any park boat launch ramp or parking area associated with any park boat launch ramp to engage in or attempt to engage in any fishing activities for "commercial purposes" as defined by RCW 75.04.080, including handling, processing or otherwise disposing of or dealing in food fish or parts thereof for profit, or by sale, barter or trade, or in commercial channels, or to have, keep, launch, land or operate any boat equipped with gear unlawful for fishing for personal use as specified by the State Director of Fisheries pursuant to RCW Title 75; provided that this section shall not be applied to impair the exercise of any right protected by the Treaty of Point Elliott (12 Stat. 927 (1859)).

Commercial fishing associated with a licensed or permitted event or programs are permissible.

##### b. Recreational fishing

*Fishing is permissible subject to any local, state, and Federal regulations, prohibitions, closures and/or license requirement(s).*

*Fishing equipment must be always attended to. Fishing equipment adhered to park property or left unattended will be removed and disposed of. Fishing is not allowed at the Washington Street Boat Landing or Pioneer Square Habitat Beach.*

#### 18. Violations of These Rules or other Applicable Law

A violation of these rules or of other applicable laws may, in addition to any applicable civil or criminal penalties, result in the revocation of a person's permission to remain on the any or all of Waterfront Park.



**I. Waterfront Park Exclusion** (*\*current City process*)

1. Exclusion Warning

- a. The Superintendent may deliver an Exclusion Warning to any person who violates any provisions of these rules or any other applicable Waterfront Park Rules, any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law. The Warning shall state that there is a probable cause to believe that the person has committed a violation, shall clearly identify such law or rule, shall state the date, time and location of the violation, and shall describe the facts and circumstances relating to the violation. The Exclusion Warning shall state that the person shall be subject to exclusion from Waterfront Park and Public Spaces for a period from 1 to 365 days for any repeat violation. The Exclusion Warning shall be signed by the Superintendent. The person receiving such Exclusion Warning shall sign an acknowledgement that they have received and been apprised of the contents of the Warning, but failure of the person to sign shall not affect the effectiveness of the warning.
- b. If the conduct that results in an Exclusion Warning creates a significant risk of personal injury or property damage, then the person may be removed and excluded from Waterfront Park for the remainder of the day that the violation occurred.

2. Exclusion Notice

The Superintendent may, by delivering an Exclusion Notice to the offender, exclude from Waterfront Park for a period of 1 to 365 days, anyone who, after receiving a written Exclusion Warning citing a violation of any provision of these rules or any other applicable Waterfront Park Rules, any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law, repeats the same or similar violation while at Waterfront Park.

- a. The Superintendent is authorized to adopt guidelines that may:
  - 1) Include a matrix of violations and the range of exclusion periods corresponding to those violations, including repeat violations; and
  - 2) Designate in writing who may issue exclusions, for which offenses, or for what periods of time.
- b. The individual need not be charged, tried, or convicted of any crime or infraction in order for an Exclusion Notice to be issued or effective. The Exclusion may be based upon activities observed by the Superintendent, a Waterfront Park employee, or upon the sort of civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

- c. Upon such Notice being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain within Waterfront Park.
- d. If the Exclusion Notice is for more than seven (7) days, the person being excluded is entitled to an administrative review of the Exclusion Notice. The Superintendent shall designate a Reviewing Officer who shall have the authority to waive, reduce, maintain or extend the Exclusion Notice based upon evidence during the review.
- e. A request for an administrative review must be emailed to \_\_\_\_\_ or mailed to below address, postmarked within ten (10) days of the Exclusion Notice. The request must include: the name and return address or alternate means of contacting the person being excluded; and the date and time the Exclusion Notice was issued. The person seeking the review shall include in the request any written documents they seek to have considered in the review process. The Exclusion Notice shall remain in effect pending administrative review.
- f. Administrative reviews are typically confined to the written record and generally do not include witnesses or sworn testimony. The Reviewing Officer may, at his or her discretion, allow the excluded individual the opportunity to meet with the Reviewing Officer to orally present their side of the story. If applicable, a date and time for an in-person hearing shall be determined and communicated back to the person being excluded. The terms of the Exclusion Notice shall be temporarily waived on the date and time of the in person hearing but shall otherwise remain in effect unless the Exclusion is waived, reduced, or otherwise altered by the Reviewing Officer such that it shall no longer be in effect.
- g. Requests for an administrative review shall be mailed to:

Waterfront Operations at Seattle Center  
305 Harrison St  
Seattle, WA 981069

The Exclusion Notice shall be in writing and shall contain the date of issuance. The Exclusion Notice shall specify the length and places of exclusion. The issuing individual shall sign it. Warning of the consequences for failure to comply shall be prominently displayed on the notice. The receipt will be given the opportunity to sign the original Exclusion Notice, but a refusal to sign does not invalidate the Exclusion.

### **Trespass**

Criminal Trespass for Waterfront Park shall include any person who knowingly:

1. Enters or remains at Waterfront Park without permission or from which they have been excluded during any period covered by an Exclusion Warning or an Exclusion Notice pursuant to these rules.

2. Enters, remains, or is otherwise present within the premises of Waterfront Park during hours within which the Waterfront Park is not open to the public, or within an area not open to the public, unless the person is present to participate in an activity either conducted by Waterfront Park Operators or conducted pursuant to the terms of a license or permit issued by the City.

#### Discrimination prohibited

1. It is the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of the Waterfront Park and its facilities for all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.
2. It is prohibited for any person occupying or using the Waterfront Park for any program, activity or event open to the public, whether or not under a license or permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such program, activity, or event because of race, creed, sex, marital status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

## **EXHIBIT J**

### **Temporary Art Approval Process**

#### **Temporary Art Installations for Waterfront Park**

These guidelines refer to long-term temporary projects. Any proposed permanent artwork projects will be subject to review and approval under the City's Gifts Policy, administered by the Office of Arts & Culture, and the City's Gifts Ordinance.

Seattle Center and Friends of Waterfront Seattle have a small committee for review of any proposed temporary art for Waterfront Park that will be installed longer than 4 months. Temporary art that will be installed less than 4 months will be reviewed by Friends to ensure all site-specific guidelines are met. Additionally, art installations that may not be removed without damage or defacement will require a written waiver of VARA rights from the artist(s).

#### **Proposals**

Proposals for temporary art installations must include the following to be considered for review:

- Description of artwork, including:
  - materials,
  - dimensions,
  - attachment methods
- A detailed schedule/timeline for:
  - design
  - fabrication
  - installation and de-installation (including timeline and review milestones)
- Process for obtaining special permits if necessary
- Maintenance plan that includes:
  - Responsibility and budget for ongoing maintenance (not performed by Friends of the City)
  - Graffiti mitigation
  - Removal or replacement of any damaged portion of the temporary art
- *Proposals should include if a request for a waiver of the artist's rights under the Visual Artists Rights Act is required.*

#### **Impact on installation due to Park Use/Operations**

- Artwork may be on a walking surface and covered on many occasions, depending on programming/event/maintenance usage and needs
- Vehicles access Waterfront Park for a multitude of uses and there may be driving over/on an installation
- Temporary activations, including art happen frequently in the Park and the art installation will be temporary or fully covered due to infrastructure placement for activations.

#### **Physical Requirements**

- Due to potential damage in the Park, drilling into the pier deck/concrete slabs/boardwalk is not allowed.

- Surface materials applied must be fully removable without making any permanent changes to the surfaces or railings.
- Proposed product specifications will need to be reviewed by the City from an environmental perspective to ensure materials used will not create any “run off” into Elliott Bay/Puget Sound. Due to environmental concerns paint and paint removers cannot be applied on the shoreline.
- Coordination with the City on ADA accessibility is necessary to ensure compliance with ADA regulations and access.
- Ingress/egress for events as well as the required fire lane must be maintained
- In-ground and other lighting, vaults, hose bibs, canopy anchors, and other utilities cannot be covered or obstructed.
- Limitations to use of spaces around City of Seattle existing permanent artworks
  - Any proposed artwork should not be attached to or immediately adjacent to the public artworks commissioned by the city for the waterfront. This applies to dance and musical performances as well.
  - Any proposed performances that will be adjacent to the city’s permanent artwork will have to be presented to the artists of the permanent artwork. These artists will have the ability to deny the request to include their artwork in any performances.

**EXHIBIT K**  
**WFS Performance Standard**

**WATERFRONT SEATTLE**  
**PARK OPERATIONS AND MAINTENANCE**  
**PERFORMANCE STANDARD**

**FINAL**

**July 28th, 2022**

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## **Introduction**



## **Introduction**

In January 2019, Seattle City Council approved the O&M Ordinance ([Ordinance 125761](#)) that outlined a detailed set of performance metrics to be developed into a performance standard to help ensure successful operations and maintenance of the new waterfront park spaces being developed as part of the City's [Waterfront Seattle](#) Program.

The O&M Ordinance defines that as a “Waterfront for all”, operations should encourage and support public use of all ages, incomes, ethnicity, 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”.

The City’s Central Waterfront Oversight Committee (CWOC) was tasked with establishing the performance standard for the new waterfront park spaces and will be responsible for evaluating park operations on an ongoing basis, including coordination between the City, its operating partners, stakeholders, and the public. The CWOC, with the support of ETM Associates and the City’s Office of the Waterfront and Civic Projects (OWCP) has finalized the Performance Standard.

The performance standard focuses on three primary Groups: Maintenance, Programming and Activation, and Public Safety. Several key Metrics have been defined for each of the three Groups that define performance. Measurable Performance Standards are defined for each metric.

Performance Standards defined in this document are developed to accurately assess the performance of the Waterfront and the Operating Licensee and Maintenance Provider responsible for operations delivery. Each individual Performance Standard can be evaluated by using evaluation tools such as park data analysis, park inspections, and survey responses. These tools will be the primary resources for the CWOC reviewers to evaluate performance.

Performance evaluation forms have been developed that include all Performance Standards within a Group (Maintenance, Programming and Activation, Public Safety) that allow reviewers to evaluate and score performance. Each Performance Standard will be individually evaluated and aggregated for an overall group **met or not met** rating. The CWOC will provide a Review Recommendations Summary report to the Operating Licensee and Maintenance Provider after each review. If the performance standard is **not met** for an entire group, a “corrective action” state will be implemented, and recommendations will be provided to the Operating Licensee and Maintenance Provider.

**SECTION 1**  
**Performance Standards**

## **PERFORMANCE STANDARD OVERVIEW**

The guiding principles outlined in [Ordinance 125761](#) provide a framework to develop performance standards. Applicable performance criteria defined by the ordinance include:

- 1) Levels of accessibility and use by communities from across the city.
- 2) Measurements of public satisfaction and perception, including public surveys and park utilization metrics such as male-female ratios.
- 3) Criteria for the cleanliness, safety, and repair of assets.
- 4) Public safety indicators that include, but are not limited to, incident reports and security events, and the timeliness of the city in addressing park regulations violations.
- 5) Levels of social service outreach training provide to Waterfront Park and Public Space employees and successful relationships with relevant social service and programs.
- 6) Types and frequency of events.
- 7) Successful relationships with relevant third-party stakeholders including community and neighborhood organizations a from across the city.
- 8) The provision of public benefits by the Operating Partner consistent with the Management Agreement.
- 9) The timeliness with which any violations of Park Regulations are resolved.
- 10) Such other criteria the OWCP may recommend (initially and over time) in consultation with OWCP or its successor, the Operating Licensee and Maintenance Provider.

The Performance Standard criteria are categorized into the following three primary operations Groups:

- 1) Maintenance
- 2) Programming and Activation
- 3) Public Safety

This document defines the performance standards, baseline requirements, evaluation methods, review process and schedule.

## Maintenance Performance Standard

The Performance Standard for Maintenance defines the minimum standards for ongoing cleanliness, maintenance, safety, and long-term repair of Waterfront assets as defined in the Management Agreement. Strong collaborative relationships between the Operating Licensee, Maintenance Provider, key stakeholders and operating partners are also key factors in determining performance. Evaluation tools including site inspections, review of maintenance and repair records, survey results, and performance reviews will determine performance.

The Maintenance performance standards are defined by two key metrics that focus on criteria for cleanliness, safety, and repair of Waterfront assets, and successful relationships with partner agencies and stakeholders.

### Maintenance performance standard metrics:

1. Criteria for cleanliness, safety, and repair of assets.
2. Successful relationships with relevant third-party stakeholders including community and neighborhood organizations from across the city.

### Maintenance Performance Standards for Metric 1:

*Criteria for cleanliness, safety, and repair of assets*

Evaluation Type	Performance Standard
<b>Park Inspections (cleanliness, safety, repair)</b>	Park inspections show the park is being maintained to standards as defined in the Maintenance standard inspection forms. (See Inspection Evaluation Form – Appendix C)
<b>Daily/Preventive/Capital Maintenance and Repair Logs</b>	Maintenance logs confirm 90% adherence to agreed upon cleaning and maintenance schedules.  Capital replacement log is annually reviewed.
<b>Safety Inspections</b>	Play features and safety equipment pass all scheduled safety inspections.
<b>Work Orders (cleanliness, safety, repair)</b>	Work orders are assigned within 48 hours for unscheduled work requests.

### **Cleanliness Baseline Requirements:**

- Establish and maintain a dedicated maintenance crew for the Waterfront that addresses all daily cleaning and maintenance tasks.
- Regularly scheduled maintenance protocols are followed by dedicated maintenance staff all the time.
- Graffiti to be removed within 48 hours of notification (reduce timeline to 24 hours if graffiti is derogatory in nature).
- Maintenance schedules are established that consider seasons and levels of anticipated use as well as programming and events.
- Implement a work order system that tracks repairs and a system for tracking the status of all assets.
- Establish a Waterfront inspection program that fully evaluates the condition of all Waterfront assets (inspections to occur 4x/year).

**Safety Baseline Requirements:**

- Safety concerns that put the public at risk are addressed immediately.
- Schedule is established for all elements requiring safety checks; including but not limited to life rings, playground equipment, safety surface, etc.
- Monthly scheduled safety walks by maintenance staff.
- All safety elements meet safety requirements.
- All identified safety concerns are addressed within 2 weeks by staff or qualified contractors.

**Repair Baseline Requirements:**

- Establish and maintain a warranty log that is accessible by all maintenance personnel/partners.
- Preventive maintenance schedule is established.
- Warranty periods for assets are logged and tracked (including replacement components with applicable warranty periods).
- A maintenance manual is made available for all maintenance personnel (and updated as needed to accurately reflect current assets).
- Preventive maintenance schedule established for all necessary assets. (e.g., graffiti coating applied to seawall railing wood components annually).
- Timely response for repair of broken or damaged assets.
- Review work order data annually and evaluate trends for potential asset course correction.
- Capital replacement and anticipated life expectancy schedule annually updated and reviewed for capital funding priority.

**Maintenance Performance Standards for Metric 2**

*Successful relationships with key stakeholders and organizations*

Evaluation Type	Performance Standard
<b>Stakeholder Survey</b>	Over 80% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Maintenance Provider.
<b>Stakeholder Executive Review</b>	Over 80% of executive review summaries are positive in nature and reveal a supportive response to Maintenance Provider.

**Baseline Requirements:**

- Established resources (email hotline or find it/fix it) that allow partners/stakeholders to report issues for repair/maintenance/cleaning.
- Regular schedule with City Departments on maintenance/repair/cleaning needs of shared assets as needed. (Irrigation, daily maintenance vs. major maintenance of assets).
- Annual review with partner organizations/key stakeholders to evaluate coordination efforts and protocols. Outcomes to be distributed to the Waterfront Operations and Management Liaison and CWOC for review.
- Annual online survey focused on partner satisfaction with Maintenance Provider conducted of stakeholders/partners.
- Individual Executive review of Maintenance Provider performance with key partners/stakeholders.

## **Programming and Activation Performance Standard**

The Performance Standard for Programming and Activation defines the minimum standards for the frequency and diversity of programming and events, levels of participation and use, and most importantly public satisfaction and perception of the provided activations. Minimum standards must be met to produce a range of recreational, educational, and cultural events consistent with the requirements defined in the Management Agreement. Evaluation tools including public survey results, attendance tracking analysis, review of programming and outreach initiatives, and key partner/stakeholder performance reviews will determine performance.

The Programming and Activation performance standards are defined by four key metrics that focus on accessibility, free community programming and activation, and successful relationships with the community and stakeholders.

### **Programming and Activation performance standard metrics:**

1. Measurement of public satisfaction and perception
2. Levels of accessibility and use by communities from across the city
3. Type and frequency of events
4. Successful relationships with relevant stakeholders including community and neighborhood organizations from across the city

### **Programming and Activation Performance Standards for Metric 1**

#### *Measurement of Public Satisfaction and Perception*

Evaluation Type	Performance Standard
<b>Public Satisfaction Survey</b>	85% of survey respondents view offered amenities/installations, programs, and events positively.

#### **Baseline Requirements:**

- Use of various surveying methods to measure public satisfaction and perception as appropriate. Surveys to be formatted with questions that provide clear measurable responses (e.g. positive/negative or scale 1-10) that provide a basis to evaluate performance. Survey methods include:
  - Intercept surveys conducted at least 4x/year (non-class-based programming such as table games).
  - Program participant survey conducted at least 2x/year.
  - Event surveys conducted for at least 4 events/year (participant survey conducted on-site as intercept survey or online if registered with email address, event administrator/sponsor survey conducted post event with an email survey).
  - Online surveys conducted 1x/year using park programming user “listserve” database.

## **Programming and Activation Performance Standards for Metric 2**

*Levels of accessibility and use by communities from across the city*

Evaluation Type	Performance Standard
<b>Park Use</b>	Attendance tracking and observation surveys show that park visitation represents a diverse range of park users utilizing the parks for various uses.
<b>Accessibility Survey</b>	85% of survey responses can identify ways to access the waterfront and have positive feedback.
<b>Outreach Survey</b>	85% of survey respondents can identify and respond positively to outreach initiatives outlined in the engagement strategies (see baseline criteria).
<b>Community Connections Committee (CCC)</b>	The CCC meetings generate positive outcomes that lead to community driven programming initiatives. The Operating Licensee has also made clear effort to promote meeting attendance and engagement.
<b>Accessibility Initiatives</b>	At least 2% of all users benefit from and utilize transportation accessibility strategies.
<b>Engagement Strategies</b>	All ongoing website, social media platforms, and email listserves are actively maintained to stay current with local demographics and programming. (50% of total events and programs that have a targeted audience of 250+ have engaged outreach strategies outside of social media platforms annually.)

### **Baseline Requirements:**

- Robust attendance from a broad diversity of park users. Attendance counts for all programs and daily general visitation (conducted daily). All data to be tracked.
- Schedule, promote and support free, general use of the park.
- Surveys:
  - Public surveys conducted 2x/year, once during summer season and once winter season. Survey methods may include a mix of online surveys, intercept surveys, and program participant surveys. Survey questions to focus on ease of access, perceived barriers to access, diversity of programming, and park use experience.
  - Observation surveys to be conducted a minimum of 8x/year. Surveys to be conducted twice each season (1x during weekday and 1x during weekend day) on non-event days. The guiding framework of the observation surveys aim to capture general visitor data (e.g., visitor counts, who is attending (families, age groups, etc.), how long people are staying, what they are doing, etc.).
- Manage a Community Connections Committee (CCC) as per the current License Agreement, or future Management Agreement.
- Accessibility Initiatives: Transportation accessibility strategies are provided which may include shuttle service from various Seattle communities to Waterfront events or subsidized parking opportunities at neighboring parking garages). The Operating Licensee to provide a summary of accessibility initiatives 2x/year.
- Operating Licensee to engage in community outreach to promote accessibility and usage through a variety of methods. A detailed report with all implemented engagement strategies to be provided to the Waterfront Operations and Management Liaison 2x/year.
- Website: Operating Licensee website provides information on:
  - Accessibility to waterfront by various transportation modes including public transit (bus, ferry, water taxi, light rail) walking, biking, driving, and parking options.

- Provide language translation on public *webpage*. Printed language translation to be provided in Seattle’s top tiered languages, or as appropriate for outreach engagement.

**Programming and Activation Performance Standards for Metric 3**

*Type and Frequency of Programming and Events*

Evaluation Type	Performance Standard
<b>Park Programming Schedule</b>	The schedule of amenities, installations and park programming and events is met every month per the Management Agreement and 85% of programming and events are free to the public.
<b>Program &amp; Event Type and Frequency Survey</b>	85% of survey respondents view offered amenities/installations, programs, and events as sufficient in frequency and type.
<b>Programming Survey</b>	85% of survey respondents believe that offered programming is diverse in nature.
<b>Park Programming Panel (PPP)</b>	The PPP meeting generates positive outcomes that foster inclusive, community curated programs. The Operating Licensee has also made clear effort to promote meeting attendance and inclusivity.

**Baseline Requirements:**

- Provide free daily public programming throughout the entire operating year (e.g., ongoing classes, book clubs, table games, art cart, recreational sports, etc.). Variety of programming to include recreation, cultural and educational programs as the core. Maintain a diverse annual programming schedule as defined in the current License Agreement, or future Management Agreement.  
Programming schedule to include:
  - Amenities & installations
  - Park programs
  - Events
    - small events (0-250 attendees)
    - medium events (250-2500 attendees)
    - large events (2500+ attendees)
- Operating Licensee to provide a detailed programming and event summary report with list of monthly programs, program frequencies, cost per program, and participation/attendance data (to be provided to the Waterfront Operations and Management Liaison 4x/year).
- Programming and Event Type and Frequency Survey – Public surveys conducted 2x/year, once during summer season and once winter season. Survey methods may include a mix of online surveys, intercept surveys, and program participant surveys.
- Maintain Park Programming Panel (PPP) as per the current License Agreement, or future Management Agreement that allows broad public participation and includes representation from historically underserved communities, to develop inclusive and community curated programs for the Waterfront. The PPP shall include representatives of all key stakeholders particularly, underserved communities.
- Public access maintained as priority.



## **Programming and Activation Performance Standards for Metric 4**

*Successful relationships with key stakeholders and organizations*

Evaluation Type	Performance Standard
<b>Stakeholder Survey</b>	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee.
<b>Stakeholder Executive Review</b>	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee.

### **Baseline Requirements:**

- Schedule and hold programming meetings between Operating Licensee and third-party stakeholders/partners a minimum of 2x/year prior to peak programming seasons. (April/September) to evaluate/identify upcoming programming season and coordinate efforts.
- Develop a shared calendar of activities and events sponsored/delivered by all key stakeholders. The calendar must include all regular day/evening programs, activations, and events held throughout the year. Any scheduling changes will be communicated appropriately.
- Coordination with waterfront businesses/partners on key annual waterfront events.
- Annual survey conducted with stakeholders/partners. Annual review to be conducted as an online survey with focus on partner satisfaction with Operating Licensee.
- Individual Executive review meetings with key partners/stakeholders/OWCP of Operating Licensee's performance. Meeting summaries to be prepared.

## Public Safety Performance Standard

The Performance Standard for Public Safety defines the minimum standards for how public safety is proactively addressed along the Waterfront including how park regulation violations and incidents are addressed, staff training and preparedness, incident reporting, and the strength of collaborations between the Operating Licensee, Maintenance Provider, key stakeholders, and operating partners. Tools to evaluate performance include review of incident tracking and response, social service outreach data and survey responses, staff training logs and survey response reviews, and key partner/stakeholder performance reviews

The Public Safety performance standards are defined by the five key metrics outlined below that focus on security events and responses, personnel training, social services, and successful relationships with the community and coordination with stakeholders and partners.

### Public Safety performance standard metrics:

1. Response to violations of Park Regulations
2. Levels of social services outreach and successful relations with relevant social service and programs
3. Levels of staff training
4. Successful relationships with relevant third-party stakeholders
5. Incident reporting and notifications

### Public Safety Performance Standards for Metric 1

#### *Response to violations of Park Regulations*

Evaluation Type	Performance Standard
<b>Incident Resolution</b>	Maintain a minimum 80% rate of incident resolution without reaching third level enforcement response (SPD, Park Rangers).
<b>Repeat Incidents</b>	Maintain minimal repeat rules violation occurrences from same persons. Less than 5% of all rule violations from repeat offenders.
<b>Graffiti</b>	Graffiti incident communication logs confirm a proactive coordination effort with the Maintenance Provider to maintain prompt graffiti notification and removal.

#### **Baseline Requirements:**

- Implement a tiered model for park violation responses.

<b>WATERFRONT PARK VIOLATION RESPONSE CHART</b>		
<b>Violation Response</b>	<b>Criminal. Dangerous or Life threatening</b>	<b>Non-Threatening</b>
<b>First Response</b>	Safety team <i>immediately</i> calls Seattle Police Department	Safety Team <i>immediately</i> notifies Park user of violation or calls for outreach services, if appropriate.
<b>Second Response</b>	Safety team follows Incident Response Matrix	Safety team notifies user of park violation within <b>15 minutes</b> of first notification
<b>Third Response</b>	N/A	Safety team contacts park rangers, or SPD within <b>5 minutes</b> depending on incident, if park user continues park violation

- Park rules and regulations are clearly posted.
- Maintain a public reporting service (phone or online) to report posted rules violations/behaviors.
- Review Park rules/regulation violations and incidents at the scheduled weekly safety/security coordination meetings.
- Incident patterns are tracked, and public safety adjustments have been made as needed to mitigate incident occurrences.

**Public Safety Performance Standards for Metric 2**

*Levels of social services outreach and successful relations with relevant social services and programs*

Evaluation Type	Performance Standard
<b>Social Service Outreach</b>	Operating Licensee actively maintains a social service outreach program for the Waterfront.
<b>Social Service Survey</b>	85% of partner/stakeholder organization survey responses are positive in nature.
<b>Camping</b>	Outreach and safety/security reports show that overnight sleeping and encampments have been actively discouraged by public safety personnel.

**Baseline Requirements:**

- Social service data and summary of services submitted 2x/year, or as requested to Operating Licensee from social service provider. Summary to highlight variances in relation to previous year social services data with rationale for successes and challenges.
- At a minimum social services outreach should include:
  - Providing individual connections
  - Medical care
  - Mental health assistance
  - Substance abuse issue assistance
  - Legal assistance
  - Providing support seeking shelter
- Operating Licensee to actively coordinate with partner social service outreach agencies including DSA/MID and SPD.
- Partner Social Service Survey: Coordination efforts with partner organizations will also be summarized and partner organizations will provide survey responses regarding coordination efforts.

**Public Safety Performance Standards for Metric 3**

*Levels of staff training*

Evaluation Type	Performance Standard
<b>Training Logs</b>	Training logs indicate full adherence to defined staff training schedules.
<b>Staff Training Survey</b>	85% of staff training survey responses are positive in nature.

**Baseline Requirements:**

- All Operating Licensee and Maintenance Provider staff receive varying levels of training (based on position) and certifications maintained as required (where applicable).
  - **All Staff** will be trained on:
    - Park operations mission/goals/values
    - Access and wayfinding to/from/within the Waterfront
    - Cultural competency and racial equity awareness
    - Incident response
  - **Safety/Security** staff will additionally be trained on:
    - Aid/SPR/AED
    - De-escalation
- Training logs established that includes all staff members and training data.
- Annual staff survey to determine if they:
  - Understand the mission/goals/values of the Waterfront
  - Feel prepared and adequately trained to handle typical situations/interactions with the public
  - Feel any training opportunities have been missed or are lacking
  - Feel prepared for emergency situations

**Public Safety Performance Standards for Metric 4**

*Successful relationships with key stakeholders and organizations*

Evaluation Type	Performance Standard
<b>Stakeholder Survey</b>	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee and Maintenance Provider.
<b>Stakeholder Exec. Review</b>	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee and Maintenance Provider.

**Baseline Requirements:**

- Weekly Public Safety coordination meetings with key day to day partners.
- Monthly Public Safety coordination meetings during peak season regarding safety/security for levels of awareness and staffing coordination.
- Maintain a calendar of all activations and events that is distributed weekly to partner organizations others as needed for shared security coordination.
- Coordination meetings with key partners prior to major special events on the waterfront.

- Partner/Stakeholder Survey: Annual review to be conducted as an online survey with focus on partner satisfaction with Operating Licensee and Maintenance Provider.
- Individual Executive review with key partners/stakeholders/OWCP of Operating Licensee’s and Maintenance Provider’s performance.

**Public Safety Performance Standards for Metric 5**

*Incident reporting and notifications*

Evaluation Type	Performance Standard
<b>Incident Tracking</b>	90% of logged incidents include baseline reporting criteria and follow incident response matrix with necessary staff being notified.
<b>Active Coordination</b>	All notifications and reports (100%) are provided to the necessary personnel/agencies within timeframes defined in the Incident Response Matrix (See Incident Response Matrix - Appendix B).

**Baseline Requirements:**

- Maintain an electronic Waterfront Incident log.
- Maintain detailed incident reports for all incidents. Incidents at a minimum must include:
  - An incident number for every occurrence
  - Date/time/location
  - Person reporting, names of person(s) involved
  - Description of incident
  - Photos of damage/scene, if available
  - Resolution of incident, if applicable
  - SPD report case number, if applicable
- Incident Response matrix is developed, and incidents are assigned a priority level based on a defined priority response protocol.
- Necessary personnel/agencies notified of incidents within required time frames as per defined priority response protocols.
- Monthly summary reports prepared with incident patterns tracked, and public safety adjustments being made as needed to mitigate repeat incident occurrences.
- Detailed monthly log of incidents sent to the Waterfront Operations and Management Liaison and disseminated, as needed.

## **SECTION 2**

### **Evaluation Methodology and Forms**

## **Evaluation Overview**

The CWOC is responsible for conducting performance evaluations on an ongoing basis. The frequency of evaluations will be determined based on operations performance being in a steady or non-steady state. The Operating Licensee and Maintenance Providers will provide the Waterfront Operations and Management Liaison with the necessary data (survey responses, maintenance logs, etc.) in advance of scheduled review periods and performance evaluation forms will be provided in a live file (Microsoft Excel) for reviewers to input evaluation scores. On-site maintenance inspections will be conducted in a format that allows for live evaluation (such as ARCSurvey123).

The performance evaluation forms include all Performance Standards within a Group (Maintenance, Programming and Activation, Public Safety) that allow reviewers to evaluate and score performance. Each performance standard will be individually evaluated and aggregated for an overall group **met or not met** rating.

Each group is weighted such that essential standards drive outcomes for all three Groups. For example, it's not possible to receive a **met** rating for maintenance unless park inspections (cleanliness, safety, repair) receive a passing score. Weighted scoring substantially narrows opportunities to pass, regardless of performance percentages assigned category by category.

The CWOC may make recommendations for individual Metrics or Evaluation types for improved performance, even if that Group receives a **met** rating on the standard.

## Waterfront Seattle Performance Standard Evaluation Forms and Scoring

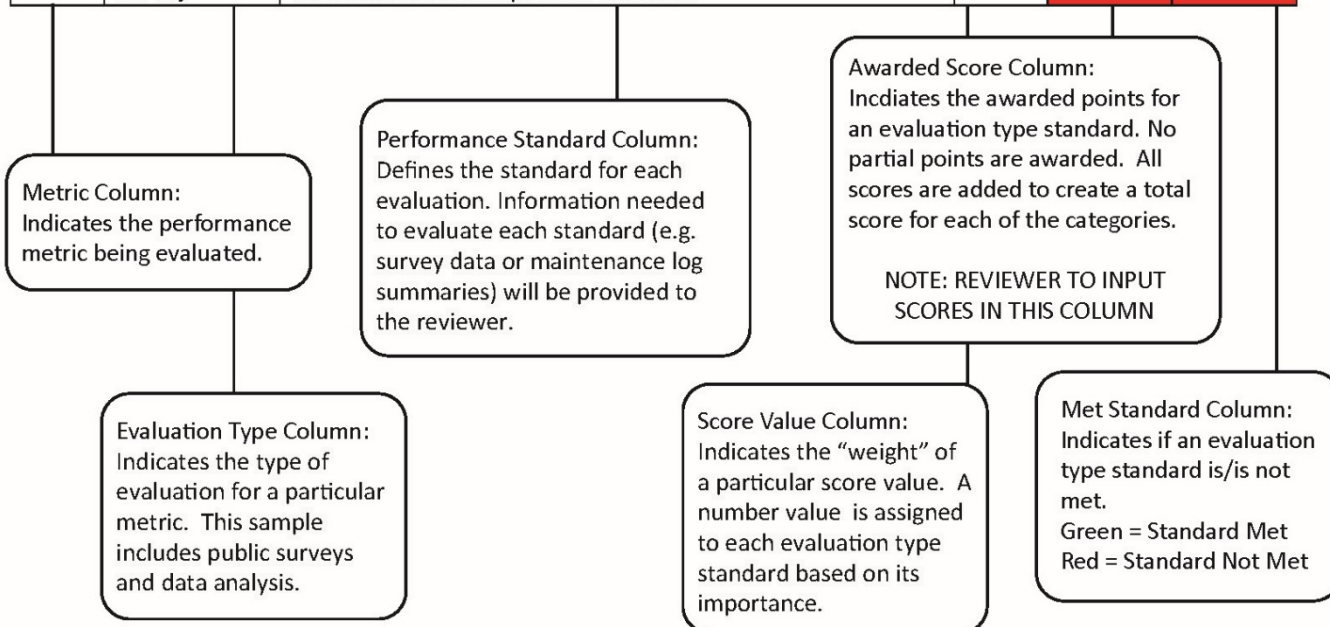
The evaluation forms in this section define the Performance Standard for specific metrics in each Group. Each metric *Evaluation Type* is assigned a *possible score* value of 1-4 based on the importance or “weight” of the individual Type as some more meaningfully define performance than others. The weighting of each Type has been carefully considered to accurately define the threshold for meeting performance standards. If a Type is determined to have been met then the full point value is granted, meaning if a possible score of 2 is awarded to an Evaluation Type, then a score of 2 is awarded. If the Evaluation Type is not met, 0 points are awarded (no partial scores are given).

### Performance Standard EXAMPLE METRIC Evaluation:

The example below illustrates a typical metric evaluation table. Each metric includes a standardized evaluation table that allows the reviewer to input evaluation scores that automatically tabulate a **MET/NOT MET** score.

#### Programming and Activation:

Metric	Evaluation Type	Performance Standard	Score Value	Awarded Score	Standard Met?
1	Public Satisfaction Survey	85% of survey respondents view offered amenities/installations, programs, and events positively.	4	4	Yes
2	Park Use	Attendance tracking and observation surveys show that park visitation represents a diverse range of park users utilizing the parks for various uses.	3	3	Yes
2	Accessibility Survey	85% of survey responses can identify ways to access the waterfront and have positive feedback.	2	0	No





## Performance Standard Evaluation – Maintenance

### Maintenance Performance Standard metrics:

1. Criteria for cleanliness, safety, and repair of assets
2. Successful relationships with relevant third-party stakeholders including community and neighborhood organizations from across the city.

### Maintenance Performance Standard Evaluation

Metric	Evaluation Type	Performance Standard	Score Value	Awarded Score	Standard Met?
1	<b>Park Inspections (cleanliness, safety, repair)</b>	Park inspections show the park is being maintained to standards as defined in the Maintenance standard inspection forms.	3	3	Yes
1	<b>Daily/Preventive /Capital Maintenance and Repair Logs</b>	Maintenance logs confirm 90% adherence to agreed upon cleaning and maintenance schedules.  Capital replacement log annually reviewed.	2	2	Yes
1	<b>Safety Inspections</b>	Play features and safety equipment pass all scheduled safety inspections.	2	2	Yes
1	<b>Work Orders (cleanliness, safety, repair)</b>	Work orders are assigned within 48 hours for unscheduled work requests.	1	0	No
2	<b>Stakeholder Survey</b>	Over 80% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Maintenance Provider.	1	0	No
2	<b>Stakeholder Executive Review</b>	Over 80% of executive review summaries are positive in nature and reveal a supportive response to Maintenance Provider.	1	0	No
<b>Group Performance Standard Score</b> Note: A score of 9 points out of a possible 10 points (90%) indicates standard is met (Pass)			<u>10</u>	<u>7</u>	<b>NO</b>

**Note:** Live evaluation forms will be provided to reviewers (in excel or other format) to input performance standard evaluation scores. This table is shown with the 2 right columns filled out (with example awarded scores) to show for illustrative purposes how boxes will automatically indicate if individual standards are met (yes/no and green/red). Individual scores are added to determine if the Group Performance Standard total score is MET/NOT MET.

## Maintenance Review Schedule

<b>Maintenance Review Schedule</b>			
<b>Review Action</b>	<b>Metric</b>	<b>Frequency</b>	<b>Notes</b>
Park Inspections	1	4x/year	
Maintenance and Repair Logs	1	1x/year	
Safety Inspection Logs	1	1x/year	
Work order system response time data	1	1x/year	
Third party stakeholder survey responses	2	1x/year	
Partner agency/stakeholder executive review summary	2	1x/year	During "Steady State" when standards are being met
	2	2x/year	During periods when standards are <b>not</b> being met

## Performance Standard Evaluation – Programming and Activation

### Programming and Activation Performance Standard metrics:

1. Measurement of public satisfaction and perception
2. Levels of accessibility and use by communities from across the city
3. Type and frequency of events
4. Successful relationships with relevant stakeholders including community and neighborhood organizations from across the city

### Programming and Activation Performance Standard Evaluation

Metric	Evaluation Type	Performance Standard	Score Value	Awarded Score	Standard Met?
1	<b>Public Satisfaction Survey</b>	85% of survey respondents view offered amenities/installations, programs, and events positively.	4	4	Yes
2	<b>Park Use</b>	Attendance tracking and observation surveys show that park visitation represents a diverse range of park users utilizing the park for various uses.	4	4	Yes
2	<b>Accessibility Survey</b>	85% of survey responses can identify ways to access the waterfront and have positive feedback.	2	0	No
2	<b>Outreach Survey</b>	85% of survey respondents can identify and respond positively to outreach initiatives outlined in the engagement strategies (see baseline criteria).	2	2	Yes
2	<b>Community Connections Committee (CCC)</b>	The CCC meetings generate positive outcomes that lead to community driven programming initiatives. The Operating Licensee has also made clear effort to promote meeting attendance and engagement.	2	2	Yes
2	<b>Accessibility Initiatives</b>	At least 5% of all users benefit from and utilize transportation accessibility strategies.	1	1	Yes
2	<b>Engagement Strategies</b>	All ongoing website, social media platforms, and email listserves are actively maintained to stay current with local demographics and programming. 50% of total events and programs that have a targeted audience of 250+ have engaged outreach strategies outside of social media platforms annually.	1	1	Yes
3	<b>Park Programming Schedule</b>	The schedule of amenities, installations and park programming and events is met every month per the Management Agreement and 85% of programming and events are free to the public.	4	4	Yes
3	<b>Program &amp; Event Type and Frequency Survey</b>	85% of survey respondents view offered amenities/installations, programs, and events as sufficient in frequency and type.	3	3	Yes
3	<b>Programming Survey</b>	85% of survey respondents believe that offered programming is diverse in nature	2	2	Yes

3	<b>Park Programming Panel (PPP)</b>	The PPP meeting generates positive outcomes that foster inclusive, community curated programs. The Operating Licensee has also made clear effort to promote meeting attendance and inclusivity.	1	0	No
4	<b>Stakeholder Survey</b>	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee.	2	2	Yes
4	<b>Stakeholder Executive Review</b>	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee.	2	2	Yes
<b>Group Performance Standard Score</b> Note: A score of 27 points out of a possible 30 points (90%) indicates standard is met (Pass)			<u>30</u>	<u>27</u>	<b>YES</b>

### Programming and Activation Review Schedule

<b>Programming and Activation Review Schedule</b>			
Review Action	Metric	Frequency	Notes
Public satisfaction survey data	1	1x/year	During "Steady State" when standards are being met
	1	2x/year	During periods when standards are <b>not</b> being met
Programming report, attendance count, observation survey data, CCC Meeting summaries	2	1x/year	
Transportation and Outreach accessibility survey response summaries	2	1x/year	
Programming report, attendance count, observation survey data, PPP Meeting summaries Event data summary and survey responses	3	1x/year	During "Steady State" when standards are being met
	3	2x/year	During periods when standards are <b>not</b> being met
Third party stakeholder survey responses Partner agency/stakeholder executive review summary	4	1x/year	During "Steady State" when standards are being met
	4	2x/year	During periods when standards are <b>not</b> being met

## Performance Standard Evaluation - Public Safety

### Public Safety Performance Standard metrics:

1. Frequency and nature of incident reports and security events
2. Timeliness in response to violations of Park Regulations
3. Levels of social services outreach and successful relations with relevant social service and programs
4. Levels of staff training
5. Successful relationships with relevant third-party stakeholders

### Public Safety Performance Standard Evaluation form

Metric	Evaluation Type	Performance Standard	Score Value	Awarded Score	Standard Met?
1	<b>Incident Resolution</b>	Maintain a minimum 80% rate of incident resolution without reaching third level enforcement response (Park Rangers, SPD).	3	0	No
1	<b>Repeat Incidents</b>	Maintain minimal repeat rules violation occurrences from same persons. Less than 5% of all rule violations from repeat offenders.	2	2	Yes
1	<b>Graffiti</b>	Graffiti incident communication logs confirm a proactive coordination effort with the Maintenance Provider to maintain prompt graffiti notification and removal.	1	1	Yes
2	<b>Social Service Outreach</b>	Operating Licensee actively maintains a social service outreach program for the Waterfront.	3	3	Yes
2	<b>Social Service Survey</b>	85% of partner/stakeholder organization survey responses are positive in nature.	2	2	Yes
2	<b>Camping</b>	Outreach and safety/security reports show that overnight sleeping and encampments have been actively discouraged by public safety personnel.	1	1	Yes
3	<b>Training Logs</b>	Training logs indicate full adherence to defined staff training schedules.	2	2	Yes
3	<b>Staff Training Survey</b>	85% of staff training survey responses are positive in nature.	1	1	Yes
4	<b>Stakeholder Survey</b>	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee.	2	2	Yes
4	<b>Stakeholder Exec. Review</b>	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee.	2	2	Yes
5	<b>Incident Tracking</b>	90% of logged incidents include baseline reporting criteria and follow incident response matrix with necessary staff being notified.	1	0	No
5	<b>Active Coordination</b>	All notifications and reports (100%) are provided to the necessary personnel/agencies within timeframes defined in the incident response protocols (Incident Response Matrix - appendix B).	1	1	Yes
<b>Group Performance Standard Score</b>			<u>21</u>	<b>17</b>	<b>NO</b>

**Note: A score of 19 points out of a possible 21 points (90%) indicates standard is met (Pass)**

**Public Safety Review Schedule**

<b>Public Safety Review Schedule</b>			
<b>Review Action</b>	<b>Metric</b>	<b>Frequency</b>	<b>Notes</b>
Safety/security summary reports	1	1x/year	During “Steady State” when standards are being met
	1	2x/year	During periods when standards are <b>not</b> being met
Social services summaries	2	1x/year	
Training logs and staff survey summaries	3	1x/year	
Partner agency/stakeholder survey response summaries	4	1x/year	
Partner agency/stakeholder executive review summary	4	1x/year	During “Steady State” when standards are being met
	4	2x/year	During periods when standards are <b>not</b> being met
Safety/security incident response summaries	5	1x/year	During “Steady State” when standards are being met
	5	2x/year	During periods when standards are <b>not</b> being met

**SECTION 3**  
**Evaluation Framework**

## **INTRODUCTION**

Maintaining and evaluating the Performance Standards for the waterfront will be the primary role of the CWOC. There are many participants with a variety of roles and responsibilities that will contribute to the overall operations. The Operating Licensee and Maintenance Providers are responsible for capturing performance data and key partners and stakeholders will have opportunities to inform ongoing operations. Detailed criteria have been established to support this process and this section defines these key roles, processes, and tools used to maintain and evaluate performance standards.

## **WATERFRONT ENTITIES**

Multiple agencies, partners, and third-party stakeholders will play key roles in operations, maintenance, coordination, and oversight of the Waterfront. The entities involved and their roles include:

- Office of the Waterfront and Civic Projects (OWCP) – Current City Department responsible for the development of the Waterfront and serves as the primary coordinating entity for Operating Licensee, Maintenance Provider, and third-party stakeholders regarding ongoing operations and maintenance. Future responsibility for coordination will be overseen by the Waterfront Operations and Management Liaison.
- Central Waterfront Oversight Committee (CWOC) – A mayoral and council volunteer appointed committee responsible for ongoing operational guidance and oversight of the Waterfront. The Committee consists of 19 appointed members representing the local community and key stakeholders.
- “Operating Licensee” - Responsible for programming, activation, permitting; safety and outreach, and marketing and branding of the Waterfront.
- “Maintenance Provider” – Responsible for regular cleaning, maintenance, and repair of the Waterfront.
- Operations Partners (Public Safety) – City Departments or organizations that provide support for the daily operations along the Waterfront:
  - Park Rangers – Seattle Parks and Recreation and compliance teams
  - SPD – Seattle Police Department
  - DSA/MID – Downtown Seattle Association/ Metropolitan Improvement District
- Third-Party Stakeholders – Businesses and organizations with interests in the successful operation of the Waterfront and local agencies responsible for supporting the Waterfront in daily operations:
  - PPMDA – Pike Place Market Development Authority
  - SEAS- Seattle Aquarium Society
  - APS – Alliance for Pioneer Square
  - SHWA – Seattle Historic Waterfront Association
  - Residential property owners (Condominium and Apartment Properties)
  - Commercial property owner (Hotels, Commercial/Retail Properties)
  - SPR – Seattle Parks and Recreation
  - SDOT – Seattle Department of Transportation
  - SPU – Seattle Public Utilities
  - DSA/MID – Downtown Seattle Association/ Metropolitan Improvement District



## **ROLES AND RESPONSIBILITIES**

### **Operating Licensee and Maintenance Provider**

The Operating Licensee and Maintenance Provider will be responsible for delivering dedicated operations for the Waterfront (Public Safety, Programming and Activation, and Maintenance) in addition to all development and reporting of performance standard data. (e.g., survey responses, observation data, programming and event summaries, maintenance work logs, etc.). Data and report submissions will be coordinated through the Waterfront Operations and Management Liaison and given to the CWOC for review based on a defined review schedule.

### **Office of the Waterfront and Civic Projects (OWCP)**

The Office of the Waterfront and Civic Projects (OWCP) currently serves as the primary Waterfront Operations and Management Liaison between the Operating Licensee and Maintenance Provider, third-party stakeholders, and the CWOC. The Waterfront Operations and Management Liaison will also serve as the “first line” for Operating Licensee and Maintenance Provider reporting of incidents and important information (event scheduling, etc.) and will direct information to the CWOC, other City agencies and third-party stakeholders as needed.

### **Central Waterfront Oversight Committee (CWOC)**

The CWOC will serve as the primary oversight group to ensure that Operating Licensee and Maintenance Provider are performing to set standards and will provide regular reports on their performance to the Mayor and City Council, as well as suggest any corrective actions or additional resources needed.

## **PERFORMANCE STANDARD REVIEW PROCESS**

### **Operating Licensee and Maintenance Provider Performance Data Submission Overview**

Regular performance data, reports, and survey summaries will be prepared by the Operating Licensee and Maintenance Provider for distribution to the Waterfront Operations and Management Liaison and the CWOC. The CWOC will be responsible for reviewing the performance data on a set schedule. The Operating Licensee and Maintenance Providers are required to compile data and provide performance review materials to the Waterfront Operations and Management Liaison 30 days prior to scheduled CWOC review dates. The data must be well organized and labeled to coincide with the evaluation metrics outlined in this document to support review by the CWOC.

### **Evaluation Timelines**

The CWOC will be responsible for evaluating performance on an ongoing basis. Park inspections will be conducted four times a year (seasonally) and a full evaluation of the performance will be conducted once annually unless park operations are not in a steady state. The Management Agreement will outline review phases throughout the year by the Waterfront Operations Liaison and information will be disseminated to CWOC as needed. Detailed review schedules are included in the Performance Standard Evaluation Section of this document.

### **Operating “States”**

Performance evaluations will be a useful tool in determining if the Waterfront Operating Licensee and Maintenance Provider (Operations and Maintenance) are/are not performing to standards. A classification of “Steady State” or “Non-Steady State” will be assigned to the Waterfront based on the previous evaluation scores. This operating “State” will trigger certain requirements for both the Operating Licensee and Maintenance Provider s (corrective actions) and the CWOC (increased review intervals for some metrics (never more than 4x/year)).

### **CWOC Recommendations and Operating Licensee and Maintenance Provider Corrective Actions**

CWOC performance evaluations may trigger the need for Licensee corrective actions. If a performance metric or entire performance group is deemed to not meet performance standards, the CWOC will make recommendations for corrective actions in a Summary Report as a method to help the Operating Licensee and Maintenance Provider improve their performance and return to a “steady state” that meets performance standards. The Operating Licensee and Maintenance Provider will have the next three-month operating period to implement recommended corrective actions and work toward returning to a “steady” operating state.

### **PERFORMANCE EVALUATION TOOLS**

Evaluation of the performance metrics for the Waterfront will be accomplished using several methods or tools. Information such as daily visitor counts, public perception of safety, and condition of the Waterfront will be evaluated using regularly recorded data, citizen and third-party stakeholder feedback, and on-site park inspections.

#### **Recorded Data**

The Operating Licensee and Maintenance Provider will be responsible for recording and collecting park information to provide data and track any changes that may occur over time. Daily visitation, rules violation incidents, and maintenance logs are examples of regularly recorded metrics that will offer insights regarding performance. Both the Operating Licensee and Maintenance Provider will record a myriad of data, taken throughout the operating year to provide valuable performance evaluation data.

#### **Inspections**

Park inspections are an effective method of evaluating park maintenance of the waterfront. Regular inspections will be performed throughout the year to review the cleanliness, condition, and state of repair of site amenities, softscape, and hardscape features. Inspections will focus on clearly definable metrics such as cleanliness of public restrooms or appearance of planting beds with clear standards to define whether a feature is performing to standards (i.e., Pass/Fail grade).

#### **Surveys**

Soliciting feedback from park users and third-party stakeholders is key to performance evaluation. Feedback will be primarily gathered through surveys and be one of the main evaluation tools for each of the 3 primary performance standard groups. A “menu” of survey methods has been identified for use in the performance standard evaluation process. Survey questions will be developed by the Operating Licensee. Questions should

be designed to provide information that helps inform the performance of programming/activation, safety/security, and maintenance of the waterfront.

Survey methods may include:

- Intercept: conducted onsite orally or with a written survey card
- Program participant: conducted onsite orally or with a written survey card (either on tablet or paper form) to participants in programs
- Event: conducted onsite or online; provided to event participants and event administrator/sponsor(s)
- Observation: conducted onsite by volunteers or hired staff, trained with criteria on usage and behaviors to observe
- Stakeholder: regularly scheduled to evaluate ongoing coordination and successful relationships with Operating Licensees and Maintenance Provider
- Online: conducted using park programming user "listserv" database

Survey questions (regardless of the method) will be formatted to include data points that measure or monitor levels of performance success. These metrics can be measured using a rating scale (1-10), yes/no, or multiple choice.

Example Questions:

1. Rating Scale Question: Please rate your experience on the waterfront (1-10).
2. Yes/No Question: Do you feel adequate public transportation is provided to the Waterfront in your community? Answer: (Yes/No).
3. Multiple Choice Question: What community do you travel from to enjoy the Waterfront? (List out various neighborhoods in Seattle) Answer: List of neighborhoods that can be checked off.

## **APPENDICES**

## **APPENDIX A - CWOC Annual Performance Standard Review Schedule**

Regular performance data, reports, and survey summaries will be prepared by the Operating Licensee and Maintenance Provider for distribution to the Waterfront Operations Liaison and the CWOC. The CWOC will be responsible for reviewing the performance data on a scheduled basis, as defined in the Management Agreement.

The Operating Licensee and Maintenance Provider are required to provide performance review materials to the Waterfront Operations Liaison 30 days prior to scheduled CWOC review date.

<b>Maintenance Review Schedule</b>			
<b>Review Action</b>	<b>Metric</b>	<b>Frequency</b>	<b>Notes</b>
Park Inspections	1	4x/year	
Maintenance and Repair Logs	1	1x/year	
Safety Inspection Logs	1	1x/year	
Work order system response time data	1	1x/year	
Third party stakeholder survey responses	2	1x/year	
Partner agency/stakeholder executive review summary	2	1x/year	During “Steady State” when standards are being met
	2	2x/year	During periods when standards are <b>not</b> being met

<b>Programming and Activation Review Schedule</b>			
<b>Review Action</b>	<b>Metric</b>	<b>Frequency</b>	<b>Notes</b>
Public satisfaction survey data	1	1x/year	During “Steady State” when standards are being met
	1	2x/year	During periods when standards are <b>not</b> being met
Programming report, attendance count, observation survey data, CCC Meeting summaries	2	1x/year	
Transportation and Outreach accessibility survey response summaries	2	1x/year	
Programming report, attendance count, observation survey data, PPP Meeting summaries Event data summary and survey responses	3	1x/year	During “Steady State” when standards are being met
	3	2x/year	During periods when standards are <b>not</b> being met
Third party stakeholder survey responses	4	1x/year	During “Steady State” when standards are being met

Partner agency/stakeholder executive review summary	4	2x/year	During periods when standards are <b>not</b> being met
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<b>Public Safety Review Schedule</b>			
<b>Review Action</b>	<b>Metric</b>	<b>Frequency</b>	<b>Notes</b>
Safety/security summary reports	1	1x/year	During "Steady State" when standards are being met
	1	2x/year	During periods when standards are <b>not</b> being met
Social services summaries	2	1x/year	
Training logs and staff survey summaries	3	1x/year	
Partner agency/stakeholder survey response summaries	4	1x/year	
Partner agency/stakeholder executive review summary	4	1x/year	During "Steady State" when standards are being met
	4	2x/year	During periods when standards are <b>not</b> being met
Safety/security incident response summaries	5	1x/year	During "Steady State" when standards are being met
	5	2x/year	During periods when standards are <b>not</b> being met

**APPENDIX B**  
**INCIDENT RESPONSE PROTOCOL MATRIX**

# Waterfront Incident Response Matrix

Refer to and use with the Waterfront Call Tree

Level	Description	Incident Management	Notification & Incident Report
Green	<p>An incident that <u>does not</u> require notification of 911. For example, but not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Violation of Park Rules</b></li> <li><input type="checkbox"/> <b>Injury:</b> That requires basic first aid</li> <li><input type="checkbox"/> <b>Repair:</b> A minor facility repair/maintenance issue to be resolved with a work order request. Does not disturb functionality of Pier operations</li> <li><input type="checkbox"/> <b>Behavioral:</b> That is resolved after talking to the community member</li> <li><input type="checkbox"/> <b>Vehicle:</b> Minor damage to a vehicle that does not damage pier, minor negative interaction with vehicle on pier</li> <li><input type="checkbox"/> <b>Near Miss:</b> Near miss that could have resulted in serious injury or repair</li> </ul>	<p>Safety Team</p> <p>Park Ambassadors</p>	<p><b>NO CALL NECESSARY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Notification:</b> Note incident on <u>Daily Log</u>.</li> <li><input type="checkbox"/> <b>Incident Report:</b> Complete and email an <u>E-09 Incident Report</u> to the Operations Licensee Manager within 24 hours.</li> <li><input type="checkbox"/> <b>Green Level Incident Analysis:</b> Reviewed within one week by Operations Licensee Manager. Green Level Incident Reports will be compiled, logged for metrics, and shared with the City, and Safety team contacts monthly.</li> </ul>
Yellow	<p>Serious, but non-life or limb threatening injury, behavioral incident, moderate repair, vehicle collision, or <u>any non-Level Red call to 911</u>. For example, but not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Injury:</b> That requires a call to 911.</li> <li><input type="checkbox"/> <b>Lost/Alone:</b> A youth is reported missing for up to 15 minutes but then found.</li> <li><input type="checkbox"/> <b>Repair:</b> A moderate facility repair/maintenance issue to be resolved by sectioning off the impacted area. Disturbs a portion of the functionality of Pier operations, but the Pier remains open.</li> <li><input type="checkbox"/> <b>Behavioral:</b> Potential safety situation such as verbal harassment; racial or gender discrimination; escalating threatening behavior. Suspicion of intoxication.</li> <li><input type="checkbox"/> <b>Vehicle:</b> Incident with significant damage to a vehicle but no personal injury, a vehicle incident resulting in an insurance claim, or involving multiple vehicles. No damage caused to pier.</li> <li><input type="checkbox"/> <b>First Amendment:</b> Unscheduled or non-permitted first amendment activity</li> <li><input type="checkbox"/> <b>Weather/Conditions:</b> Severe weather or other conditions that temporary requires closure of the site</li> <li><input type="checkbox"/> <b>Other:</b> <u>Any non-Level Red call to 911</u>.</li> </ul>	<p>Operations Licensee</p>	<p><b>Operations Licensee called ASAP</b> (after situation stabilized)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Notification:</b> Immediate notification to Operations Licensee Manager. Operations Manager will receive a situation report and then notify by text (<i>prefacing the text with [YELLOW]</i>) or phone call to the City and Safety team contacts as soon as possible. See Call Tree for details.</li> <li><input type="checkbox"/> <b>Incident Report: Safety team to complete and email an <u>E-09 Incident Report</u></b> to the Operations Licensee Manager within two hours of incident resolving.</li> <li><input type="checkbox"/> <b>Yellow Level Incident Analysis:</b> Reviewed within 48 hours by Operations Licensee Manager. Yellow Level Incident Reports will be compiled, logged for metrics, and shared with the City once reviewed by Operations Licensee Manager.</li> </ul>
Red	<p>Critical, time-sensitive situations that require immediate response, engagement, or notification.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Fatality</b></li> <li><input type="checkbox"/> <b>Injury:</b> A serious bodily injury, cardiac event, spinal cord injury, amputation, brain injury, loss of eyesight or hearing, or potential for loss of limb or other permanent injury or illness.</li> <li><input type="checkbox"/> <b>Lost/Alone:</b> A youth is missing for more than 30 minutes on land and 10 minutes on water</li> </ul>	<p>Operations Licensee Executive Director and Operations Manager</p>	<p><b>Operations Licensee called ASAP</b> (after situation stabilized)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Notification:</b> <ul style="list-style-type: none"> <li>• Immediate notification to Operations Licensee Manager.</li> <li>• Operations Licensee Manager will notify by text (<i>prefacing the text with [RED]</i>) or phone call to the City. See Call Tree for details.</li> </ul> </li> </ul>



	<ul style="list-style-type: none"><li><input type="checkbox"/> <b>Repair:</b> A severe facility repair/maintenance issue that shuts down or threatens to shut down Pier operations</li><li><input type="checkbox"/> <b>Behavioral:</b> Any incidents <u>involving law enforcement</u> including but not limited to: sexual misconduct, harassment, assault of any kind, serious self-harm, physical threatening behavior towards staff or community members serious incidents involving members of the public.</li><li><input type="checkbox"/> <b>Vehicles:</b> Vehicle incidents that result in serious personal injury or damage to the Pier</li><li><input type="checkbox"/> <b>Extensive property damage</b></li></ul>	<ul style="list-style-type: none"><li>• Operations Licensee Senior Leadership will notify the Senior and Executive Leadership for the City, Safety team and Park Ambassadors.</li><li><input type="checkbox"/> <b>Incident Report:</b> Safety team to complete <u>E-09 Incident Report</u> immediately and email to the Operations Manager as part of on- going documentation of the incident.</li><li><input type="checkbox"/> <b>Red Level Incident Analysis:</b> Reviewed as soon as possible by Operations Licensee. Red Level Incident Reports will be compiled, logged for metrics, and shared with the City once review has been completed.</li></ul>
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**APPENDIX C**  
**MAINTENANCE INSPECTION EVALUATION FORMS**

**(SEE SEPARATE FILE)**

## EXHIBIT L

# Waterfront Seattle Maintenance Inspection Forms -Appendix B

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### **Waterfront Seattle Maintenance Performance Standard:**

In 2019, as part of the Operations and Management plan for the Central Waterfront, the City Council passed Ordinance 125761, which created a Central Waterfront Oversight Committee (CWOC). The CWOC was tasked with developing performance standards for Maintenance, Programming and Activation, and Public Safety that the waterfront park will be evaluated on.

The following base metrics were outlined for the Maintenance Performance Standard.

- Cleanliness, safety, and repair of assets
- Successful relationships with relevant third-party stakeholders including community and neighborhood organizations from across the city.

The Waterfront Park and Public Spaces spans from Railroad Way along Alaskan Way/Elliott Way north to Bell Street. A Park Boulevard was formed by the City Council in 2021, that allowed for park rules and regulations to be applied in the park areas along the waterfront and the transportation corridor to remain under SDOT jurisdiction.

The following zones have been defined as new park space and will be maintained by the city. In each zone, assets will be identified with the following elements tracked:

- Initial installation and manufacturer
- Warranty period and timeline for City responsibility
- Expected life span
- Maintenance work assigned and performed
- Repairs needed/performed
- Capital replacement

## **Waterfront Performance Zones**

For the purposes of the performance standard evaluation process, the Waterfront is divided into clearly definable zones. Each of these 9 “Performance Zones” will be evaluated individually to simplify the inspection process and provide a more accurate performance evaluation for the entire Waterfront.

<b>Zone</b>	<b>Name</b>	<b>Description</b>
1	Pier 62	Built deck pier along promenade with moveable seating, temporary structures and program areas
2	Pier 58 (Waterfront Park)	Built deck park with lawn area, play area
3	Promenade	Linear waterfront park/plaza space: features numerous site amenities, plantings, and diverse paving types.
4	Overlook Walk	0.9-acre central plaza space: features amphitheater seating stairs, site furnishing, lighting, children’s play area, café structure, paving, and perennial/shrub/tree plantings
5	Pier 58 Restroom Area	Restroom structure, landscape perimeter, and surrounding plaza area with seating and shrub plantings
6	Washington Street Boat Landing	3,000 sf historic structure and outdoor area: features metal and glass structure, site furnishing elements, and paving
7	Habitat Beach	0.75-acre sand beach: features rock armor edging, shrub and tree plantings, and rock seating boulders
8	East Sidewalks	Sidewalk areas along streets within defined project area; Roadways include Alaskan Way, Elliott Way, and Lower Union Street; Features paving, perennial/shrub/tree plantings, lighting, an elevator, and signage elements
9	Railroad Way	3.8-acre street scape adjacent to Lumen Field: features bench seating, perennial/shrub/tree plantings, lighting, and signage elements



## **Waterfront Performance Inspection Framework**

Each of the 9 Waterfront Performance Zones include multiple park elements and features such as benches, various plantings, paving types, and structures. To further simplify the inspection process, these elements and features have been grouped into 14 “Performance Categories”.

### **Waterfront Maintenance Performance Categories**

- 1. Turf Lawn**
- 2. Landscape Areas**
- 3. Beach**
- 4. Play Areas**
- 5. Water Features**
- 6. Site Furnishing and Amenities**
- 7. Trash/Recycling Stations**
- 8. Signage Elements**
- 9. Railing/Fencing/Planter walls**
- 10. Pedestrian Paving**
- 11. Lighting Elements**
- 12. Restroom interior**
- 13. Buildings/Structures**
- 14. Floating Dock (concrete, pilings, ramp)**

### **Performance Zone and Category Summary**

The following tables outline each of the 9 Performance Zones, the various Performance Categories that can be found within them, and a listing of the element within each category. This table will serve as a quick reference during inspections to ensure a comprehensive review.

<b>Zone</b>	<b>Zone Name</b>	<b>Performance Categories Present</b>	<b>Elements Present Within Each Zone/Category</b>
1	Pier 62	Trash/Recycling	T/R stations
		Pedestrian Paving	Concrete plank paving on pier
		Site Furnishing	Moveable seating, tables, assorted amenities
		Signage Elements	Mounted signs
		Railing/Fencing	Pier perimeter railing
		Lighting	Pole lighting elements, lighting bollards
		Restrooms	Port-a-pottys, comfort station
		Floating Dock	Ramp connection to Pier 62 (railing and decking)
2	Pier 58	Trash/Recycling	T/R stations
		Turf Lawn (Synthetic)	Lawn area
		Landscape Areas	Raised Planters (perennial, shrub, tree)
		Play Area	Safety surfacing, play structures, concrete seating
		Water Feature	Fitzgerald Fountain
		Site Furnishings	Wood benches, moveable seating, assorted amenities
		Signage Elements	Mounted signs, paving markers
		Railing/Fencing/Walls	Handrails, seawall balustrade
		Pedestrian Paving	Concrete plank paving on pier
		Lighting	Pole lighting elements, lighting bollards
3	Promenade	Water Features	Tsutakawa Fountain
		Landscape Features	Raised Planters (perennial, shrub, tree), sidewalk planters
		Site Furnishing	Wood benches, moveable seating, assorted amenities
		Signage Elements	Mounted signs, paving markers
		Railing/Fencing/Planter Walls	Handrails, seawall balustrade, concrete and weathering steel planters
		Pedestrian Paving	Concrete, asphalt, wood boardwalk, pavers
		Lighting	Pole lighting elements, lighting bollards, in-ground up-lighting
4	Overlook Walk	Landscape Features	Raised Planters (perennial, shrub, tree)
		Play Area	Safety surface, slides, play elements



		Site Furnishing	Wood benches, moveable seating, assorted amenities
		Signage Elements	Mounted signs, paving markers
		Railing/Fencing/Planter Walls	Handrails, guardrails, concrete planter walls
		Pedestrian Paving	Concrete, asphalt, wood boardwalk, pavers
		Lighting	Pole lighting elements, lighting bollards, in-ground up-lighting
		Buildings/Structures	Café, shade Structure
5	Pier 58 Restroom	Trash/Recycling	T/R stations
		Landscape Features	Raised Planters (perennial, shrub, tree)
		Site Furnishing	Wood benches
		Signage Elements	Pole lighting elements, lighting bollards, in-ground up-lighting
		Railing/Fencing/Planter Walls	Weathering steel planter walls
		Pedestrian Paving	Concrete, pavers
		Lighting	Pole lighting elements, lighting bollards, in-ground up-lighting
		Restrooms	Multiple stalls and wash stations
		Buildings/Structures	Restroom structure
6	Washington Street Boat Landing	Trash/Recycling	T/R stations
		Site Furnishing	Wood benches, moveable seating, assorted amenities
		Signage Elements	Mounted signs, paving markers
		Lighting	Pole lighting elements, lighting bollards
		Buildings/Structures	Boat Landing structure
7	Habitat Beach	Landscape Features	In-ground plantings within beach
		Beach	Sand, gravel, soil, shells, rocks
8	East Sidewalks	Trash/Recycling	T/R stations
		Landscape Features	Raised Planters (perennial, shrub, tree), sidewalk planters
		Signage Elements	Mounted signs, paving markers
		Pedestrian Paving	Concrete, pavers
		Lighting	Pole lighting elements
9	Railroad Way	Trash/Recycling	T/R stations
		Landscape Features	Raised Planters (perennial, shrub, tree), sidewalk planters
		Site Furnishing	Wood benches, moveable seating, assorted amenities
		Signage Elements	Mounted signs, paving markers
		Pedestrian Paving	Concrete, pavers
		Lighting	Pole lighting elements, lighting bollards, in-ground up-lighting

**Waterfront Performance Standard**  
**Maintenance Inspection Metrics**

**Turf Lawn (Synthetic)**

Inspection Scope - Synthetic lawn area is visually inspected for cleanliness and condition.

TURF LAWN			
No.	Metric	Maintenance Standard	Standard Met Yes/No
1	Cleanliness	Turf is free of litter - No more than 5 pieces of litter for entire lawn area	
		No evidence (visual or odor) of feces or urine present within entire turf lawn area <u>Notes:</u> <ul style="list-style-type: none"> <li>• Examples of litter include cigarette butts, food wrappers and containers, bottles, etc.</li> <li>• The maintenance standard is not met if broken glass, needles, condoms, or feces are present.</li> <li>• Leaves or grass clippings are not considered litter</li> </ul>	
2	Material Condition	100% of synthetic turf area “grass blades” are upright and not overly worn	
		No peeling edges or torn seam present	
		Antimicrobial sand infill layer is consistently level with no bare/thin/heavy spots	
3	Drainage	At least 95% of turf surface areas are free of standing water	
<u>Comments:</u>			

### Landscape Areas

Inspection Scope – Landscape areas including planting beds, landscaped areas, and trees are visually inspected for cleanliness, health, and levels of care (pruning and weeding).

Landscape Areas			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	Planting beds/areas are free of litter - No more than 2 pieces of litter per 1,000 SF (20'x50' area) Notes: <ul style="list-style-type: none"> <li>• Examples of litter include cigarette butts, food wrappers and containers, bottles, etc.</li> <li>• Leaves are not considered litter (unless leaf layer exceeds typical daily autumn leaf drop)</li> </ul>	
2	Weediness	Planting beds/areas mostly weed free - No more than 20 SF of total planted area per 1,000 SF.	
		No weeds are taller than 6"	
3	Plant Condition	Trees – Healthy with no broken/damaged/dying branches, heaving roots, or visible deficiencies (thin canopy, poor leaf color)	
		Shrubs – Healthy with no broken/damaged/dying branches, exposed rootball, or visible deficiencies (dropping leaves, poor leaf color, disease)	
		Perennials/groundcovers - Healthy with vigorous vegetation, no exposed rootball, or visible deficiencies (dropping leaves, poor leaf color, wilting, or disease)	
4	Pruning	All plant material has the appropriate size and shape to suit location.	
		Plants appear natural in form, with no overly coarse growth	
5	Mulching	Mulch cover (organic or stone covering) fully covers landscape area and appears level.	
		No evidence of erosion present.	
<u>Comments:</u>			

**Beach**

Inspection Scope – Sand Beach area including sand and gravel surfacing, and coastline protection elements are visually inspected for cleanliness, and maintenance levels.

Sand Beach			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	Dry beach surface areas are free of litter - No more than 2 pieces of litter per 1,000 SF (20'x50' area)	
		Beach edge is mostly free of collected floating debris – No more than 2 linear feet (LF) of debris per 100 LF of beach edge <ul style="list-style-type: none"> <li>• Examples of litter include cigarette butts, food wrappers and containers, bottles, etc.</li> <li>• Leaves and floating organic material are not considered litter</li> <li>• Examples of floating debris include Styrofoam, plastic bottles, rope/twine, lumber</li> </ul>	
2	Weediness	Sand beach surface is mostly free of weeds - No more than 20 SF of total beach area per 1,000 SF.	
		No weeds are taller than 6"	
3	Surface Material Condition	Sand and gravel areas are in good condition, surfaces are even with no large holes or hollows and there is no evidence of erosion	
		Boulders and armor rock elements are clean and free of graffiti	
<u>Comments:</u>			

**Play Area**

Inspection Scope – Play Area include all rubber safety surfacing play features (slides, climbing structures, play elements). All play area elements are to be inspected for cleanliness, maintenance, and repair (safety). Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Play Areas			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	Safety surface – free of litter with no more than 2 pieces of litter per 1,000 SF (20’x50’ area)	
		Climbing structures and play elements – no visible stains, stickers, or graffiti on surfaces.	
2	Maintenance and Repair (Safety)	Safety surfacing is in good repair with no visible damage such as cracking or tears (poured in place rubber surface) or deeply eroded areas (EWF or sand surfacing).	
		Climbing structures and play elements – All structures and elements in good repair	
		<ul style="list-style-type: none"> <li>All mechanical connections are secure</li> </ul>	
		<ul style="list-style-type: none"> <li>No cracks or broken wood or plastic components</li> </ul>	
		<ul style="list-style-type: none"> <li>No peeling paint/coating finishes or visible rusting on metal play components</li> </ul>	
		<ul style="list-style-type: none"> <li>No frayed rope or netting elements</li> </ul>	
<u>Comments:</u>			

**Water Features**

Inspection Scope – Water feature materials (concrete/metal/stone/etc.) are visually inspected for cleanliness and good repair and the fountain is inspected for proper function (water is flowing and integrated lighting elements are working). Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Water Features			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	Water surface – Pool surface is 100% free of all floating debris (note: a small amount of fallen leaves is acceptable)	
		Hard surfaces and fountain basin (if applicable) – All built surfaces are clean with little to no visible dirt or mineral deposits present.	
		No visible stains or graffiti on surfaces.	
		Integrated art elements (if applicable) – all surfaces are very clean with no visible dirt, staining, mineral deposits, or graffiti.	
2	Function	<p>The fountain is operating as intended with no clogged nozzles or outfalls (visually observe fountain in operation) and all integrated lighting elements are functional.</p> <p>Note: If fountain is not in operation due to seasonal winter shutdown operations, a maintenance log confirmation of proper function at time of seasonal shutdown will meet standard.</p>	
3	Maintenance and Repair	Hard surfaces and fountain basin (if applicable) – All built surfaces are in good repair with no visible cracks, chips, missing pieces or delamination present.	
<u>Comments:</u>			

### Furnishing and Site Amenities

Inspection Scope – Furnishing and site amenities include benches, tables, moveable seating, game tables, safety life rings, and temporary art pieces. Materials include painted/coated/bare metals, wood, plastic, and concrete. All items are visually inspected for cleanliness and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Furnishing and Site Amenities			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 90% of items, surfaces, and components are clean with little to no visible dirt or debris present	
		No visible stains, graffiti, or stickers on surfaces present	
2	Maintenance and Repair	Hard surfaces– At least 95% of built surfaces are in good repair with no visible cracks, chips, rust, or delamination present.	
		All amenities are in place and no pieces are missing (e.g. bench slats)	
		Wood items are not cracked or warped.	
		Individual items – 95% of items such as chairs and benches are not visibly broken or damaged (missing pieces, cracks, chips, etc.).	
		100% of safety life rings are present and in good condition.	
<u>Comments:</u>			



### Trash/Recycling Stations

Inspection Scope – Trash/Recycling stations will be visually inspected for cleanliness, fullness, and condition. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Trash/Recycling Stations			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 90% of all T/R stations are clean with no visible stains or graffiti on receptacle surfaces or stickers present	
		No T/R station have a strong unpleasant odor	
2	Fullness	T/R stations are not overflowing with trash and very little trash is located adjacent to stations	
3	Maintenance and Repair	Surfaces– All surfaces are in good repair with no visible cracks, chips, rust, or missing pieces (bonnets or swing doors) and all stations are securely fastened to ground (if applicable)	
<u>Comments:</u>			

**Signage Elements**

Inspection Scope – Signage elements include all freestanding signs and signage elements attached to other surfaces/items. Materials include painted/coated metals, wood, plastic, and concrete. All items are visually inspected for cleanliness and good repair. Clear evidence of efforts to repair damaged or graffitied areas qualify as a passing item.

Signage Elements			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 90% of items, surfaces, and components are clean with little to no visible dirt or debris present.	
		No visible stains, graffiti, vandalism, or stickers on surfaces present.	
2	Maintenance and Repair	Hard surfaces– At least 95% of built surfaces are in good repair with no visible cracks, chips, or delamination present.	
		All amenities are in place and no pieces are missing.	
<u>Comments:</u>			

**Railing/Fencing/Planter Walls**

Inspection Scope – Railing, fencing, and walls include the waterfront balustrade, handrails along ramps and stairs, concrete walls, and weathering steel planter walls. Materials include painted/coated/bare metals, wood, and concrete. All items are visually inspected for cleanliness and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Railing/Fencing/Planter Walls			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 90% of surfaces, and components are clean with little to no visible dirt or debris present.	
		At least 95% of all surfaces have no visible stains, graffiti, or stickers on surfaces present.	
2	Maintenance and Repair	Hard surfaces - At least 95% of built surfaces are in good repair with no visible cracks, chips, or delamination present.	
		No rust is present on metal components (other than weathering steel components (e.g. planter walls)	
		Wood components are not cracked, warped, broken	
		All components are in place and no pieces are missing	
<u>Comments:</u>			

### Pedestrian Paving

Inspection Scope – Pedestrian paving includes concrete paving (solid paving and concrete planks on piers, asphalt bike path, wet and dry set pavers, inlay paving markers, and wood boardwalk. All paving visually inspected for cleanliness, maintenance, and good repair. Clear evidence of efforts to remove graffiti and repair vandalism (such as graffiti) qualify as a passing item.

Pedestrian Paving			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 95% of paving surfaces are clean with little to no visible litter or debris present. <ul style="list-style-type: none"> <li>• Examples of litter include cigarette butts, food wrappers and containers, bottles, etc. Leaves are not considered litter</li> <li>• The maintenance standard is not met if broken glass, needles, condoms, or feces are present.</li> </ul>	
		99% of all surfaces have no visible stains, graffiti, or gum on surfaces present.	
2	Drainage	At least 95% of pedestrian paving areas are free of standing water one day after a rain event.	
3	Weediness	At least 95% of dry-laid paving is free of weeds between paver joints. 100% of wood boardwalk areas are free of weeds between paver joints.	
4	Snow Removal	At least 70% of all pedestrian paved areas are cleared of snow and 100% of main circulation routes) within 12 hours of a snow event.	
5	Maintenance and Repair	At least 95% of paving surfaces are in good repair with no visible cracking, heaving, tripping hazards, or unlevel surfaces	
		100% of wood boardwalk surface material is in good condition with no cracked, warped, or broken boards.	
<u>Comments:</u>			

### Lighting Elements

Inspection Scope – Lighting elements include pole lighting (freestanding lights on poles), lighting elements mounted on walls and structures, integrated lighting within site furnishing elements (e.g. strip lighting on benches and railings), and inground lights within paving and planting beds. All items are visually inspected for cleanliness, function, and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Lighting Elements			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	At least 90% of surfaces, and components are clean with little to no visible dirt or debris present	
		At least 95% of all surfaces have no visible stains, graffiti, or stickers on surfaces present	
		Clear evidence of effort to remove graffiti and repair vandalism qualify as a passing item	
2	Function	100% individual lights (pole/wall/floor mounted) are functional	
		95% of all integrated strip lights within paving/seating/wall elements are functional	
3	Maintenance and Repair	Hard surfaces– At least 95% of built surfaces are in good repair with no visible cracks, chips, or delamination’s present.	
		No rust is present on metal components (other than weathering steel components (e.g. planter walls)	
		Wood components are not cracked, warped, broken.	
		All components are in place and no pieces are missing.	
		In-ground lighting lenses are not excessively scratched (affecting light levels)	
<u>Comments:</u>			

**Restroom Interiors**

Inspection Scope – Restrooms include permanent restroom interiors, port-a-pottys, and temporary restroom trailers. All items are visually inspected for cleanliness, function, and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Restrooms			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	All interior surfaces (tile floors/walls, counters, partitions, painted surfaces) are clean with little to no visible litter, debris, or bodily waste present	
		No visible stains or graffiti on surfaces or stickers present	
		No strong odors present	
		Toilets, urinals, sinks, soap dispensers, hand dryers, and diaper changing stations are clean.	
2	Functionality	All bathroom equipment (toilets, urinals, sinks, soap dispensers, hand dryers, and diaper changing stations, and lighting elements) are fully functional (no leaks, all flush, lights fully operable)	
3	Supply Inventory	Fully stocked with toiled paper, paper towels, and soap/hand sanitizer (no missing inventory)	
4	Maintenance and Repair	All built surfaces (tile walls and floors) are in good repair with no visible cracks, chips, or missing pieces present	
		All features (partitions, counters, doors and locks) are in good condition	
5	Trash Receptacles	Clean and not overflowing	
<u>Comments:</u>			

### Buildings/Structures

Inspection Scope – Includes the Washington Street Boat Landing structure, promenade restroom building, and café located on the Overlook Walk. All buildings/structures are inspected for cleanliness, function, and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Buildings/Structures			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	All exterior surfaces (roof, eaves, walls, trim, exterior doors/windows) are clean with little to no visible dirt or discoloring.	
		No visible stains or graffiti on surfaces or stickers present.	
2	Functionality	All functional systems (heating/cooling systems, ventilation systems, and lighting elements) are fully functional.  Note: If heating/cooling system is not in operation due to suitable outside temperatures, a maintenance log confirmation of proper function at time of inspection will meet standard.	
4	Maintenance and Repair	All built surfaces (roof, eaves, walls, trim, exterior doors/windows) are in good repair with no visible cracks, chips, peeling, or missing pieces present.	
<u>Comments:</u>			

## Floating Dock

Inspection Scope – Includes the floating dock and ramp adjacent to Pier 62. All components are inspected for cleanliness, function, and good repair. Clear evidence of efforts to remove graffiti, repair vandalism, and repair damaged areas qualify as a passing item.

Buildings/Structures			
No.	Metric	Maintenance Standard	Standard Met? Yes/No/N.A.
1	Cleanliness	All surfaces (dock surface, ramp surface, and railings) are clean with little to no visible dirt or discoloring.	
		No visible stains or graffiti on surfaces or stickers present.	
2	Functionality	The dock is properly affixed to secure pilings and dock floats evenly without listing.	
		Ramp leading from Pier 62 leading to floating dock is securely fastened to connecting points and ramp angle adjusts to tide levels.	
4	Maintenance and Repair	All dock and ramp surfaces, and railings are in good repair with no visible issues such as loose connections, cracks, holes, or deformations.	
<u>Comments:</u> 			



## EXHIBIT M

### Performance Standard Responsibility Matrix

Group	Metric #	Metric	Evaluation Type	Performance Standard	Score Value	Primary Responsible Party for achieving standard
Maintenance	1	Criteria for cleanliness, safety, and repair of assets.	Park Inspections (cleanliness, safety, repair)	Park inspections show the park is being maintained to standards as defined in the Maintenance standard inspection forms. (See Inspection Evaluation Form – Appendix C)	3	Seattle Center
			Daily/Preventive/Capital Maintenance and Repair Logs	Maintenance logs confirm 90% adherence to agreed upon cleaning and maintenance schedules. Capital replacement log annually reviewed.	2	Seattle Center
			Safety Inspections	Play features and safety equipment pass all scheduled safety inspections.	2	Seattle Center
			Work Orders (cleanliness, safety, repair)	Work orders are assigned within 48 hours for unscheduled work requests.	1	Seattle Center
	2	Successful relationships with relevant third-party stakeholders including community and neighborhood organizations from across the city.	Stakeholder Survey	Over 80% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Maintenance Provider.	1	Seattle Center
			Stakeholder Executive Review	Over 80% of executive review summaries are positive in nature and reveal a supportive response to Maintenance Provider.	1	Seattle Center

Group	Metric #	Metric	Evaluation Type	Performance Standard	Score Value	Primary Responsible Party for achieving standard
Programming and Activation	1	Measurement of public satisfaction and perception	Public Satisfaction Survey	85% of survey respondents view offered amenities/installations, programs, and events positively.	4	Friends
	2	Levels of accessibility and use by communities from across the city	Park Use	Attendance tracking and observation surveys show that park visitation represents a diverse range of park users utilizing the parks for various uses.	4	Shared
			Accessibility Survey	85% of survey responses can identify ways to access the waterfront and have positive feedback.	2	Shared
			Outreach Survey	85% of survey respondents can identify and respond positively to outreach initiatives outlined in the engagement strategies (see baseline criteria).	2	Friends
			Community Connections Committee (CCC)	The CCC meetings generate positive outcomes that lead to community driven programming initiatives. The Operating Licensee has also made clear effort to promote meeting attendance and engagement.	2	Friends
			Accessibility Initiatives	At least 2% of all users benefit from and utilize transportation accessibility strategies.	1	Shared
			Engagement Strategies	All ongoing website, social media platforms, and email listserves are actively maintained to stay current with local demographics and programming. (50% of total events and programs that have a targeted audience of 250+ have engaged outreach strategies outside of social media platforms annually.)	1	Friends

Group	Metric #	Metric	Evaluation Type	Performance Standard	Score Value	Primary Responsible Party for achieving standard
Programming and Activation	3	Type and frequency of events	Park Programming Schedule	The schedule of amenities, installations and park programming and events is met every month per the Management Agreement and 85% of programming and events are free to the public.	4	Friends
			Program & Event Type and Frequency Survey	85% of survey respondents view offered amenities/installations, programs, and events as sufficient in frequency and type.	3	Friends
			Programming Survey	85% of survey respondents believe that offered programming is diverse in nature	2	Friends
			Park Programming Panel (PPP)	The PPP meeting generates positive outcomes that foster inclusive, community curated programs. The Operating Licensee has also made clear effort to promote meeting attendance and inclusivity.	1	Friends
	4	Successful relationships with relevant stakeholders including community and neighborhood organizations from across the city	Stakeholder Survey	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee.	2	Friends
			Stakeholder Executive Review	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee.	2	Friends

Group	Metric #	Metric	Evaluation Type	Performance Standard	Score Value	Primary Responsible Party for achieving standard
Public Safety	1	Response to violations of Park Regulations	Incident Resolution	Maintain a minimum 80% rate of incident resolution without reaching third level enforcement response (SPD, Park Rangers).	3	Shared
			Repeat Incidents	Maintain minimal repeat rules violation occurrences from same persons. Less than 5% of all rule violations from repeat offenders.	2	Shared
			Graffiti	Graffiti incident communication logs confirm a proactive coordination effort with the Maintenance Provider to maintain prompt graffiti notification and removal.	1	Shared
	2	Levels of social services outreach and successful relations with relevant social service and programs	Social Service Outreach	Operating Licensee actively maintains a social service outreach program for the Waterfront.	3	Friends
			Social Service Survey	85% of partner/stakeholder organization survey responses are positive in nature.	2	Friends
			Camping	Outreach and safety/security reports show that overnight sleeping and encampments have been actively discouraged by public safety personnel.	1	Seattle Center

Group	Metric #	Metric	Evaluation Type	Performance Standard	Score Value	Primary Responsible Party for achieving standard
Public Safety	3	Levels of staff training	Training Logs	Training logs indicate full adherence to defined staff training schedules.	2	Separate responsibilities within each partner
			Staff Training Survey	85% of staff training survey responses are positive in nature.	1	Separate responsibilities within each partner
	4	Successful relationships with relevant third-party stakeholders	Stakeholder Survey	Over 85% of annual stakeholder/partner survey responses are positive and confirm a mutually supportive working relationship with Operating Licensee.	2	Shared
			Stakeholder Exec. Review	Over 85% of executive review summaries are positive in nature and reveal a supportive response to Operating Licensee.	2	Shared
	5	Incident reporting and notifications	Incident Tracking	90% of logged incidents include baseline reporting criteria and follow incident response matrix with necessary staff being notified.	1	Shared
			Active Coordination	All notifications and reports (100%) are provided to the necessary personnel/agencies within timeframes defined in the incident response protocols (Incident Response Matrix - appendix B).	1	Shared

# EXHIBIT N

## REPORTING COMMITMENTS

Friends and CEN have identified the following reporting protocol based on their experience working together and the commitments described in Ordinance 125761. In addition to the established Performance Standard for Waterfront Park operations, which is the tool that Central Waterfront Oversight Committee (CWOC) will use on an ongoing basis to evaluate Friends and CEN on park performance, Friends and CEN will each submit to CWOC on an annual basis the following information:

### Friends

- Detailed revenue from the previous year including;  
Financials
  - Rentals
  - Special Events
  - Concessionaire
  - Fees collected for programming/activation
  - Grants
  - Philanthropy
- Detailed expenses from the previous year including;
  - Staffing costs by Department
  - Special Event costs, including line item expenses
  - Programming
  - Amenity and installation
- Total Friends operating budget, including revenues and expenses, for year reporting on
- One-year budget forecast for the upcoming year including revenues and expenses
- Narrative for any information that the City should be aware of

### Programming/Events/Activation

- Highlights for the year on Programming/Events/Activations
- Any lessons learned from the year
- Summary of Events, Programs and Activations conducted, indicating if they were free and open to the public, ticketed and open to the public, or private events, as well as which events were Special Events.
- All parties who approached Friends to hold an event that required a Special Event Permit and why, if, inquiries did not result in events.
- Any requests that had to be declined, and why
- Looking ahead: Any significant Programming/Events planned for the next year
- Summary of community partnerships and BIPOC engagement

### Outreach Services

- Data from the total impact of services for the year, including

- Number of contacts made
- Services offered
- Summary of outcomes for services, including hours of operation and challenges/successes

## **Seattle Center**

### Maintenance

- Annual maintenance activities, including;
  - Total FTE and specific maintenance activities associated with job classifications
  - Total work orders and categories, indicating total time to close out
  - Summary of any unexpected maintenance issues and path to resolution

### Public Safety

- Summary of public safety incidents, including SPD coordination
- Summary of major challenges
- Summary of successes
- Summary of partner coordination

### Financial

- Budget actuals, including FTE
- Any underspent Seattle Park District funds
- Any contracted services and amount incurred for services