

**AGREEMENT BETWEEN THE CITY OF SEATTLE  
AND  
THE DOWNTOWN BUSINESS IMPROVEMENT ASSOCIATION**

**OPERATIONS AND MANAGEMENT AGREEMENT: PR00A23-037  
ACTIVATION AND PROGRAMMING FOR BELL ST. PARK, OCCIDENTAL SQUARE,  
PIONEER SQUARE AND WESTLAKE PARK**

This Operations and Management Agreement for activation and programming services of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park is entered into by and between the City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, (“the City” or “SPR”), and DBIA Services, a Washington State non-profit corporation (hereinafter referred as “DBIA”). Both the City and DBIA are collectively referred to as “Parties” within this Agreement.

**WHEREAS**, pursuant to Article XI of the Seattle Charter, the Seattle Parks and Recreation Superintendent has the responsibility for operation and control of the parks and recreation system of the City; and

**WHEREAS**, in 2006, the Downtown Parks and Public Spaces Task Force Report put forth a “charge and vision for downtown parks” with a recommendation to “foster a Downtown Parks Renaissance through a new partnership between the City and the downtown community;” and

**WHEREAS**, since 2006, SPR has partnered with the downtown community to carry out the Task Force’s recommendations to employ programming and events to deter negative activity and bring positive uses to our downtown parks; and

**WHEREAS** DBIA, is an experienced nonprofit organization, and a long-standing partner with SPR to create safe and lively downtown public parks; and

**WHEREAS**, in 2010, the Center City Parks Task Force formed to follow up on the work of the earlier Downtown Parks and Public Spaces Task Force and took on the mission to “identify and support processes whereby a new management model and/or organizational entity can be created to provide the management and finances necessary to support and improve downtown Seattle parks in a sustainable manner;” and

**WHEREAS** SPR and DBIA are focused on making downtown Seattle a great place to live, work, shop and play through public realm management, economic development and marketing; and

**WHEREAS**, on August 5, 2014, Seattle voters approved the Seattle Park District, a Metropolitan Park District Fund authorized by Chapter 35.61 of the Revised Code of Washington, providing funding for the Center City Activation investment to “expand programming and activation and provide research and money for a new management/operations model for downtown parks;” and

**WHEREAS**, SPR formed a one-year Pilot Agreement for the Activation and Programming of Westlake Park and Occidental Square from May 5, 2015 through April 30, 2016 with DBIA to significantly increase the activation and programming services of Westlake Park and Occidental Square; and

**WHEREAS**, the Center City Activation investment, as part of the Seattle Park District's six-year plan, supports the opportunity to fund a long-term sustainable activation plan to activate Westlake Park and Occidental Square; and

**WHEREAS**, in December 2015, SPR invited all Community Organizations interested in a multi-year partnership with the City for activating and programming of Westlake Park and Occidental Square to submit proposals to the City through a publicly advertised Request for Proposal process; and

**WHEREAS**, upon mutual agreement as set forth herein, DBIA will work in collaborative partnership with SPR for activation, programming, and coordination services to assure Bell St. Park, Occidental Square, Pioneer Square and Westlake Park are operated effectively and efficiently to increase opportunities for positive public use and enjoyment of these parks; and

**WHEREAS**, DBIA acknowledges this Agreement is subject to available City funding, which must be properly leveraged and efficiently used according to the terms herein, and all services shall be performed in strict compliance with all terms in this Agreement to ensure the positive, open, public use and enjoyment of Bell St. Park, Occidental Park, Pioneer Square and Westlake Park; and

**WHEREAS**, the COVID-19 pandemic has had a lasting impact on the activity and vibrancy of our downtown spaces, making activation efforts needed more than ever. Additionally, the pandemic delayed the renewal of SPR's agreement with DBIA for two years; and

**WHEREAS**, SPR and DBIA have worked in partnership under a formal agreement for the previous five years, including City approved, COVID extensions, with the goal of sustaining safe and vibrant activation downtown; and

**WHEREAS**, the SPR strategic plan and surrounding community engagement continue to underscore the need for safe, engaging public spaces in our downtown core, with activities that are innovative, equitable and support the department's mission of equitable programming that reflects the communities we serve; and

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance by both Parties of this AGREEMENT and the incorporated Exhibits contained herein, the City and DBIA mutually agree as follows:

## **1. DEFINITIONS FOR THIS AGREEMENT**

"Activation" means providing semi-permanent or regularly available amenities such as moveable furniture, seasonal flowers, ping-pong tables, temporary art, information kiosks, and other elements, tasks and activities set forth in the Scope

of Work that shall create a welcoming atmosphere and encourage people to use the park for positive reasons.

“Agreement” or “Partnership Agreement” means this mutually executed agreement, including any incorporated exhibits.

“Bell St. Park” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“City” means the City of Seattle, a municipal corporation and its elected officials and any department or subdivision thereof, including without limitation, Seattle Parks and Recreation.

“Citywide Special Events” means events permitted by the City of Seattle Special Events Office.

“DBIA Services” means the Washington State nonprofit corporation organized under RCW Chapter 24.03.

“Effective Date” means the date this Agreement is executed by both parties and commencing as of January 1, 2023.

“Expressive activity” means conduct protected by the First Amendment primarily intended to convey a particular message and is likely to be understood as such in the surrounding circumstances. The principal object of expressive conduct is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinion, views or ideas. Expressive activity includes, but is not limited to, public oratory and the distribution of literature, including the assembly of persons for such purposes. All expressive activity shall include, without limitation, all such activity that occurs on City property, including at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park.

“Free speech activity or event” means an event that includes expressive activity as one or more of its stated purposes.

“Parks” means Bell St. Park, Occidental Square, Pioneer Square and Westlake Park collectively.

“Pioneer Square” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“Programming” means scheduled activities and entertainment and associated staffing that bring participants to the parks, including without limitation, community events, classes, readings, musical performances, chess tournaments, or other open public activities.

“Occidental Square” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“Scope of Work” or “Work” means the services provided by DBIA, and on behalf of SPR, related to the primary activation and programming of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park.

“SPR” means Seattle Parks and Recreation.

“Superintendent” means the Superintendent of Seattle Parks and Recreation.

“Westlake Park” means the City-owned property as legally described and depicted in **EXHIBIT F**.

## **2. TERM OF AGREEMENT**

The term of this Agreement shall commence upon on the Effective Date, which shall be January 1, 2023, and end on December 31, 2028, unless terminated earlier under the provisions herein.

## **3. OBJECTIVES**

Both parties agree and understand that the City expects to achieve the following outcomes through this Partnership Agreement, including, but not limited to providing a safe, welcoming and vibrant environment:

- i. **Safe Environment:** Activation and Parks programming that are perceived by the Seattle community to be safe. Achieve best practices such as: regularly scheduled staff in the parks, enforcement of park rules, good maintenance of grounds, appropriate lighting, and substantial use in a positive way. DBIA will increase or maintain heavy park activations and programming year-over-year in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park between the years 2023-2028.
- ii. **Welcoming Environment:** Equitable activation and programming that will reflect and welcome the community, including underserved communities in the area such as unhoused populations, low-income households, Black Indigenous People of Color, specialized populations, and the LGBTQ community - as demonstrated and documented through ongoing communication tools with the diverse downtown community.
- iii. **Vibrant Environment:** Demonstrated proof that the community supports vibrant activation and programming strategies through regular people counts (minimum of twice daily and event-based), regular community surveys, park intercept surveys or other professionally implemented mechanisms.
- iv. All funds raised and collected in the Parks will go towards programming and activation of these same Parks, as documented in bi-annual reports.

## **4. SCOPE OF WORK**

The scope of work of this Agreement is as described below and as further defined in **EXHIBIT A**.



**A. Programming and Activation Services of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

- i. DBIA shall provide services for, and on behalf of SPR, related to the primary activation and programming of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park, and shall generally ensure free and open public access to the public Park properties while providing these services.
- ii. DBIA shall provide supervision and oversight services to ensure sufficient personnel and the general staffing necessary to promote and support the effective operation of all programs and events at the Parks. This includes providing security services as needed to protect property and ensure effective operation of programs and events at the Parks (excluding expressive First Amendment activities and events sanctioned and approved by the City).
- iii. DBIA will manage permitting and scheduling of activation, programming, concessions and vending, as well as events in Bell St. Park, Occidental Square, Pioneer Square and Westlake Park – with the exception of expressive activities and Citywide Special Events. A representative from DBIA will attend Citywide Special Events meetings and provide comment and questions for all Citywide Special Events in or around Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. DBIA will notify SPR immediately upon the receipt of a permit application for any expressive activities/free speech requests in accordance with the instructions set forth in **EXHIBIT B**. DBIA may, at its discretion, provide funding to SPR for SPR programs and events to be implemented by SPR in Bell St. Park, Occidental Square, Pioneer Square and/or Westlake Park as mutually agreed upon by both Parties.
- iv. DBIA's responsibilities will include managing public requests for events and activities other than free speech events. DBIA shall only charge fees as set forth by and approved by SPR in the Fee schedule included in **EXHIBIT B**. DBIA shall not be required to pay any City permit fees during any activation and programming events sponsored by DBIA.
- v. DBIA will work with permit applicants to ensure their events and activities are appropriate for the applied-for park, comply with all applicable city policies, rules, laws, and regulations, and configured in such a way as to fit successfully within the overall operation of the park.
- vi. DBIA will maintain an electronic calendar for Bell St., Occidental Square, Pioneer Square, and Westlake Park that is accessible to SPR staff and provides accurate and detailed information about all scheduled events, programs, and activities, and allows for coordination with SPR's maintenance services. The calendar will indicate start and end times including set-up and take-down times if relevant, siting within the park, expected attendance, equipment, and other information that may be requested by SPR to allow SPR to manage maintenance, park ranger access and patrols, and free speech issues in a well-informed manner.

- vii. DBIA and SPR will work together to coordinate the permitting by DBIA of events and activities not related to free speech and the permitting by SPR of free speech events as described in **EXHIBIT B**.
- viii. Representatives of DBIA and SPR shall meet as may be requested SPR or DBIA to review DBIA's performance and SPR's service levels under this Agreement and discuss any problems or emerging issues.
- ix. DBIA and SPR will engage with human service and nonprofit social services organizations to prioritize human and wrap-around services to marginalized populations around the parks, delivering relevant services and activations to these populations (i.e., providing supply/care kits, informational hand-outs, connections to human services agencies) ensuring the parks are spaces for all while adhering to SPR park use rules.

DBIA will prioritize the inclusion of marginalized and underserved communities when planning programming, activating the Parks and representation on the program planning task force. DBIA will follow the WMBE including Plan (defined below) and carry out robust outreach and inclusion efforts with a goal of using contractors, vendors and concessionaires that reflect the diversity of the City and its Downtown community.

#### **B. Activation and Programming Services: First Amendment Activities Protected**

- i. SPR will regulate the permitting of, and maintain responsibility for, all free speech activities and events in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park; and all events permitted through the Citywide Special Events Committee, in accordance with applicable City rules and regulations.
- ii. DBIA recognizes that Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park are traditional public forums for purposes of the First Amendment of the U.S. Constitution and Article 1, Section 5 of the Washington Constitution.
- iii. DBIA will comply with SPR instructions regarding any rules, policies or practices or actions of DBIA relating to free speech events occurring in the Parks. DBIA will follow all City policies, practices, rules and laws regarding the regulation of speech in City parks that are provided to DBIA by the City.
- iv. DBIA will immediately forward any formal and informal applications or requests for free speech activities or events to SPR.
- v. DBIA will work cooperatively with SPR and, at SPR's instruction, to accommodate free speech events and will provide SPR with clear and accurate information regarding time, location, equipment, and expected attendance for events and programming scheduled by DBIA so that SPR may determine whether the available space can accommodate a free speech event.
- vi. DBIA shall configure amenities and furniture in such a manner as to allow free speech events such as rallies and assemblies to occur safely.

- vii. In performance of all other services in the Partnership Agreement, DBIA agrees not to regulate or manage Expressive activity or other First Amendment activities in Bell St. Park, Occidental Square, Pioneer Square, Westlake Park. DBIA will be fully responsible, legally liable, and hold the City harmless for any First Amendment violations that the DBIA commits during performance of the Partnership Agreement.

### **C. Additional Services**

DBIA will provide the following additional services, including but not limited to:

- i. Providing at DBIA's discretion and own cost, new furniture and amenities to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park necessary to support, promote, and facilitate any activation and programming services provided by DBIA. All new furniture and amenities added to the Parks by DBIA will comply with the principles and thresholds defined in **EXHIBIT C**.
- ii. Providing security services to protect property purchased by DBIA to ensure effective operation of programs and events.
- iii. Providing supervision and oversight services to ensure sufficient personnel and general staffing necessary to promote and support the effective operation of programs and events.
- iv. Developing, permitting, managing, and maintaining liability and responsibility for all of DBIA's activation, programming activities and DBIA's permitted activities and events at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, which shall include without limitation:
  - a. Any damage, losses, or liability, in any form, arising from DBIA's conduct or omissions in performance of any terms and conditions of this Partnership Agreement, including all DBIA activation and programming activities at Westlake Park and Occidental Square,
  - b. Any damage, losses or liability, in any form, arising from the unlawful or negligent conduct of any DBIA permittee user at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park;
  - c. Any damages, losses or liability, in any form, asserted by a DBIA Permittee against the City related in any way to a DBIA permitted event, or a DBIA activation and programming activity or event, occurring at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park;
  - d. DBIA shall require its Permittees for activation and programming to ensure the City is an additional insured as an insurance requirement of the DBIA permit, and that the user fully indemnifies the City for any act or omission by the DBIA permit user, and that the City is added as a third-party beneficiary to any DBIA permit for activation and programming at Westlake Park and Occidental Square.
- v. Including the SPR name and/or logo in all branding of the partnership. DBIA shall be authorized to develop event, programming, and social media collateral so long as said materials are consistent with a City-approved style guide for collateral materials which shall govern any branding of Bell St. Park,

- Occidental Square, Pioneer Square, and Westlake Park or the use of the City of Seattle or Seattle Parks and Recreation's name, logos, likeness or images. The City shall review and within three business days of receipt act on any requests to use marketing or collateral material that materially deviate from the approved style guide which will be updated at the end of the year in 2023.
- vi. Immediately correct any unsafe physical conditions to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park that result from DBIA's performance of services under this Partnership Agreement, and notify SPR of any potentially unsafe conditions, as well as any potentially unsafe conduct that it observes.

#### **D. Additional Maintenance and Beautification to Support Activation and Programming**

- i. In accordance with **EXHIBIT A**, DBIA may, at its discretion and own cost, purchase, or fund the purchasing of temporary equipment and other non-capital assets including but not limited to installations, activation elements, kiosks, artworks, and signage to add to the beautification or enjoyment of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park DBIA shall not undertake any improvements, additions, alterations or changes to Bell St. Park, Occidental Square, Pioneer Square and/or Westlake Park or appurtenant facilities that fall outside the principles and thresholds defined in **EXHIBIT C** without the prior, written approval of SPR.
- ii. DBIA reserves the right to provide limited maintenance of any temporary installations or equipment purchased when added amenities and/or increased programming directly and specifically results in a greater need for maintenance beyond the current baseline described in **EXHIBIT D**, to the extent available, DBIA will provide funding to SPR to accomplish the necessary work, based on current labor protocols and service levels indicated in **EXHIBIT D**. This in no way relinquishes SPR from the duties of providing adequate service to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, should the demand for these parks increase over time.
- iii. In addition, DBIA may hang banners, pick-up litter, replace garbage liners and wipe down furniture to support programming and activities if needed.
- iv. DBIA will participate in a site walk with SPR staff to identify maintenance and infrastructure needs to help guide a plan of action to address maintenance and infrastructure needs.
- v. DBIA may recommend changes to the basic look and design of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, including the location of benches, signs, and other permanent or semi-permanent features, which may generally be implemented by SPR to collaboratively implement this Agreement, provided any DBIA recommendations are consistent with the programming and aesthetic vision as outlined in **EXHIBIT A** and do not exceed the threshold of maintenance and beautification described therein.

#### **E. Report Outcomes and Assessment**

It is the responsibility of DBIA to define and measure success through a variety of communication tools, surveys or other professionally implemented mechanisms.

- i. DBIA will provide to the City an assessment of 25% for Women and Minority Owned Business Enterprises (WMBE) contracts, vendors and concessions, and will include actual outcomes in a bi-annual report.
- ii. DBIA will conduct culturally relevant outreach that is inclusive of historically underserved communities which include but are not limited to BIPOC, LGBTQ+, unhoused, specialized populations and low-income populations to ensure planning, community feedback, measurements and assessments of the activation and programming of the Parks, including the perspective of underserved communities in the area. DBIA will report the methods and outcomes in a bi-annual report to SPR.
- iii. DBIA will provide a bi-annual report to SPR on outcomes, measurements and assessments of activation and programming services, including, but not limited to, summary of programs and activities, detailed revenue costs and expenditures, community surveys or other feedback tools, and measurements to indicate the levels of participation in events and activities, and the average number of people in the park at any one given time.

#### **F. Community Organization Financial Commitment**

All funds raised and collected by DBIA under this agreement will be applied towards programming and activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, and will be subject to the Financial and Accounting Procedures set forth by SPR. The City shall temporarily assign to DBIA the City's right to collect revenues from permit fees and/or revenue generating activities occurring within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park related to activation and programming activities, and limited authorization for DBIA to apply such revenues directly towards paying for or offsetting of DBIA's costs of performing activation and programming services within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. To the extent any revenues are collected by DBIA from permit fees and/or any revenue generating activities occurring within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park (excluding revenue derived from sponsorships, pass-through payments of DBIA collections, contributions, donations and grants from other City or other public, private or nonprofit entities to DBIA) and remain unspent by DBIA at the time of the expiration or termination of this Agreement then all such revenues shall be remitted by DBIA to SPR within five business days of the expiration or termination of this Partnership Agreement.

- i. DBIA funding sources will meet a ratio of a minimum of three private sector dollars to every one public investment dollar for the duration of the contract and document in DBIA's financial reporting.
- ii. If necessary, DBIA will purchase from SPR any additional maintenance services needed in the Parks that are a direct and specific result of added

- amenities and/or increased programming and that are above and beyond the baseline maintenance already provided by SPR, which is reflected in **EXHIBIT D** – Baseline Parks Maintenance for Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park.
- iii. DBIA will report to SPR on a bi-annual basis, the outcomes, measurements and assessments as set forth in **EXHIBIT E**, and include a detailed revenue, cost and expense report in a form acceptable to the City. If the Superintendent does not approve the bi-annual report, DBIA shall take all corrective action and submit a revised report to the Superintendent for review and approval.
  - iv. DBIA and the City agree that the attached and incorporated **EXHIBIT D** establishes measurable levels of service that include maintenance, infrastructure repairs, the presence and enforcement actions of park rangers. Such levels shall reflect a “maintenance of effort” standard under which SPR’s support for functions and responsibilities reserved for it under this agreement represent not less than its commitment to other similarly situated, highly utilized or maintenance intensive SPR assets. Under no circumstances shall resources provided by or through DBIA result in or justify reductions in SPR’s support for its own functions and responsibilities. DBIA acknowledges that SPR maintenance and park ranger activities are budget-related and are subject to the City’s needs and funding limitations.
  - v. DBIA will provide SPR with a copy of its parks-related financials as reported on DBIA’s yearly tax filings for 2023 through 2028, and as set forth below in the financial reporting requirements of this Agreement.

## **5. CITY’S RESPONSIBILITIES**

### **A. Ownership/Operational Services of Westlake Park and Occidental Square**

The ownership of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, including any pre-existing structures, buildings, equipment or improvements thereto or thereon, merchandise, maintenance equipment constructed or acquired by the City, or used by DBIA on behalf of the City (if applicable), and all alterations, additions or betterments thereto, shall remain with and be owned by the City. The ownership of all non-permanent amenities purchased by DBIA Services shall remain the property of DBIA unless otherwise agreed to by both Parties.

The City will:

- i. Provide funding over the next six years for the activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park through the Seattle Park District’s Center City Activation investment.
- ii. Continue to maintain all properties and to provide park rangers, as available.
- iii. Continue to permit free speech activity or events; and permit Citywide Special Events through the City of Seattle Special Events Committee, taking into consideration all comments and questions posed by DBIA to the Citywide Special Events Committee regarding Citywide Special Events in or around Occidental Square and Westlake Park.

- iv. Notify DBIA of requests for Citywide Special Events to occur in Bell St. Park, Occidental Square, Pioneer Square, and/or Westlake Park and, if so, seek counsel from DBIA regarding approval of these events. SPR will provide oversight and staffing as appropriate for Citywide Special Events (these are not to be responsibility of DBIA staff).
- v. Provide, or an approved third-party provider, a minimum of eight hours of Race and Social Justice training for all staff related to developing, implementing, or overseeing programming and activation of the Parks.
- vi. Continue SPR park concierge staffing in Pioneer Square to at least meet the 2022 staffing levels.

**B. The City's Collaborative Programming and Activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

- i. SPR will utilize DBIA Services in the role of permitting and scheduling activation and programming activities and events, except those related to free speech events at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. SPR will immediately forward all requests for event permits in Bell St. Park, Occidental Square, Pioneer Square, and/or Westlake Park, except free speech events, to DBIA.
- ii. In the event SPR receives complaints regarding the performance of DBIA staff, the Parties shall appoint representatives to meet and confer on strategies for improving staffing and/or customer service.

**C. City's Operations of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

SPR will continue to provide the following operational services currently provided in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, as defined in **EXHIBIT D**, and including without limitation:

- i. Cleaning the Parks daily and maintaining basic infrastructure as described in **EXHIBIT D**.
- ii. Prioritizing Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park in providing park rangers on a dedicated schedule, for a uniformed and positive presence and commitment to deterring Parks Code violations through education, diplomacy, trespass warnings and collaboration with the Seattle Police.

**6. PAYMENT**

Total compensation by the City to DBIA under this Agreement shall not exceed one million six hundred twelve thousand five hundred dollars (\$1,612,500), unless modified by a written amendment to this Agreement, and at all times subject to Seattle City Council approval and authorization of the available City funds.

SPR will in good faith request to the Seattle City Council in its annual budget the anticipated funding levels set forth below to fulfill the commitments set forth in this Agreement. Anticipated funding levels for this Agreement are illustrated on the chart below.

Anticipated Funding Levels	2023	2024	2025	2026	2027	2028	Total
	\$325K	\$287,500	\$250K	\$250K	\$250K	\$250K	\$1,612,500

It is the City's intent to compensate DBIA under this Agreement in the amount set forth in the illustrative anticipated funding levels chart above, subject to Seattle City Council approval and authorization of the available funds annually under the Seattle Park District's Center City Activation investment and City budgets, which shall at all times remain at the City Council's sole discretion.

Notwithstanding the foregoing, in performance of the terms and conditions of this Agreement, DBIA will be compensated in a lump sum amount of half of the year funding amount by the City within 15 working days of the Effective Date of this Agreement, with the remaining half of the funding amount to be paid to DBIA in September of the funding year, following receipt and SPR's approval of DBIA's Bi-Annual Report which shall be due to SPR on September 1. Thereafter, if authorized and appropriated by City Council, DBIA will be compensated annually in two equal lump sum payments for all rates, expenses, costs, and any other permitted amounts incurred by DBIA to provide the activation and programming services for the Parks, upon receipt and SPR's approval of DBIA's Bi-Annual Reports. The 2023-2028 Bi-Annual Report dates shall be due the first business days of the months of March and September respectively. All work related to completing the Scope of Work referenced in **EXHIBIT A** which was performed by DBIA for this Partnership Agreement prior to the mutual execution of this Agreement is hereby retroactively ratified and eligible for reimbursement by the City, subject to SPR's review and approval of invoices submitted by DBIA, and in accordance with all other applicable terms and conditions in this Agreement.

## **7. TAXES, FEES, AND LICENSES**

DBIA shall pay and maintain all applicable fees, licenses, assessments, permit charges and other business charges and requirements to perform the professional services in this Agreement. Each party will be responsible for payment of any applicable taxes owed by it and arising from this Agreement. As authorized by Seattle Municipal Code (SMC), the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes, fees, licensures and other permit and business charges due to the City.

## **8. ACCEPTANCE AND TRANSFER**



DBIA shall keep and maintain in good, operable, usable, and sanitary order and repair all amenities, facilities, and aspects of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park that DBIA utilizes while providing activation and programming services. Upon termination or expiration of this Partnership Agreement, all employees, and agents of DBIA shall vacate the premises of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park in a condition substantially similar to that described in the SPR Walk-Through Report as documented in **EXHIBIT F**, excepting normal and reasonable wear and tear. DBIA shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, SPR-owned equipment and property, records, all inventories, and funds or revenues (if applicable) of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park back to the City. DBIA will maintain a current list of publicly recognized sponsors, vendors, and Permittees of programming and activation services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park and surrender such to the City upon transfer.

## **9. COMPLIANCE WITH LAWS**

DBIA, at no expense to the City, shall comply with all laws of the United States and the State of Washington, the Charter and ordinances of the City of Seattle, and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, DBIA shall comply with the requirements of this Section.

- i. Public access: Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park shall remain public property, with public access governed by applicable City rules, policies and laws, and nothing in this Agreement shall affect or limit the nature of open and public access to Bell St. Park, Occidental Square, Pioneer Square and Westlake Park. DBIA shall comply with all City, state and federal laws and regulations including all aspects of the Parks Code and the Department of Construction and Inspections Sign Code, including codes pertaining to off-premises advertising.
- ii. DBIA shall obtain all required permits or licenses from the appropriate regulatory agency before undertaking any regulated activity.

## **10. NONDISCRIMINATION**

DBIA will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Partnership Agreement.

DBIA shall comply with the Americans with Disabilities Act 2010 Standards for accessible design, which in addition to existing federal, state, and City non-discrimination laws, extends the same civil rights protection to persons with disabilities,

which have already been granted on the basis of race, color, religion, sex, age and national origin requirements.

DBIA shall also make every reasonable effort to increase public awareness and sensitivity to persons with disabilities. Among other things, DBIA shall:

- i. Provide advance notification of public meetings regarding its programs with statement "accommodation for persons with disabilities upon request."
- ii. Hold public meetings in accessible locations when practical and accommodation is requested.
- iii. Provide alternate forms of communication if requested.

## **11. INSURANCE**

### **A. Evidence of Insurance**

Prior to the commencement of this Partnership Agreement and at no expense to SPR, DBIA shall secure and maintain during the term of this Partnership Agreement policy or policies of insurance as enumerated below. Evidence of such insurance shall be delivered to the address shown in this Agreement. 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 DBIA by virtue of this Agreement or any use and occupancy of the SPR facilities authorized under the Partnership Agreement.

### **B. Commercial general liability insurance**

A policy of Commercial General Liability Insurance, written on an occurrence form, including all the usual coverages known as:

1. Premises/Operations Liability,
2. Products/Completed Operations,
3. Personal/Advertising Injury,
4. Contractual Liability,
5. Owners and Contractors Protective Liability, and
6. Stop Gap or Employers Contingent Liability.

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

Bodily Injury and Property Damage –  
\$1,000,000 each occurrence  
\$1,000,000 annual aggregate

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

## C. Requirements

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:

- i. Declarations: A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- ii. Required Separation of Insured Provision and Endorsement; Cross-Liability Exclusion and other Endorsements Prohibited: DBIA's 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. DBIA shall provide the City a copy of the endorsement naming the City of Seattle 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."

DBIA's 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 DBIA's 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. DBIA's 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, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. DBIA's 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 DBIA or reduced and/or offset against the Contract.

#### **D. Business automobile liability insurance**

When a vehicle is used on SPR 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

#### **E. 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.

#### **F. Rating & City approval**

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A- or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

#### **G. Changes In Insurance Requirements:**

The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Community Group. Should Community Group, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement.

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

#### **A. Accounting Procedures**

DBIA shall employ a method of accounting for all the funds, permit fees, revenues and expenses in connection with the activation and programming services of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park that correctly and accurately reflect the gross receipts and disbursements received or made by DBIA for performance under this Agreement in a separate and wholly segregated account.

- i. DBIA shall establish and implement adequate internal controls for this operation and all cashiering and cash handling that comply with GAAP, and with the City's cash handling policies to be provided by SPR prior to the execution of this Agreement.
- ii. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by DBIA.

#### **B. Monthly Reports and Transactions**

- i. DBIA shall provide to the City a Bi-annual Report of the previous six-month transactions that includes year-to-date, and income statement, as defined in **EXHIBIT E**.
- ii. As requested by the City, DBIA shall provide a copy of every bank deposit slip and a copy of every credit card batch settlement for the previous month(s), and a revenue report that separates the revenue by category and source approved by the City (excluding revenue derived from sponsorships, pass-through payments of DBIA collections, contributions, donations and grants from other city or other public, private or non-profit entities to DBIA).
- iii. After review of the above items, the City may request additional reports that detail previous transactions related to the activities described in this Agreement.

#### **C. Types of Business Records**

DBIA shall keep and store within the city limits of Seattle, Washington the following records and documents:

- i. Regular books of account such as general ledgers;
- ii. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
- iii. Sales tax returns and checks and other documents proving payment of sums shown;
- iv. 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
- v. Any other accounting records that the City, exercising reasonable discretion, deems necessary for proper reporting of receipts.
- vi. All books and records related to the activities performed pursuant to this Agreement will be turned over to the City after three years for retention in City archives, in City-authorized storage boxes with a completed City archival form attached to each box as required by the City Archivist.

#### **D. Annual Financial Statements**

The City may request and DBIA shall provide to the satisfaction of the City audits of financial statements related to the activities performed pursuant to this Agreement.

## **E. Public Records**

All information obtained in connection with the City's inspections of the records or audits and all information submitted to the City may be or become subject to public inspection and/or reproduction as public records.

## **13. AUDIT**

Upon the City's request and with 10 days' notice, DBIA shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. DBIA agrees to comply with the City's examination of all applicable records, inspection, and verification rights, and/or audit requirements related to DBIA's performance of this Agreement. This includes work of DBIA, any subcontractor, or any other person or entity that performed connected or related Work. Such books and records shall be made available at all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington, or other reasonable locations that the Agency selects. DBIA shall supply or permit the Agency to copy such books and records. DBIA shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONTRACTOR**

The relationship of DBIA to the City due to this Agreement shall be that of an independent contractor and not a City employee. Neither DBIA nor any of DBIA's employees or contractors performing services under this Agreement shall be an employee of the City. Except as set forth in this Agreement, the City has neither direct nor immediate control over DBIA nor the right to control the manner or means by which DBIA works. This Agreement prohibits DBIA to act as an agent or legal representative of the City. DBIA is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment with DBIA. If the City needs DBIA to work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose. If DBIA works on the City premises using City equipment, DBIA remains an independent contractor and does not function as a City employee.

## **15. ASSIGNMENT AND SUBCONTRACTING**

DBIA shall not assign its obligations under this Agreement. DBIA shall not subcontract its obligations under this Agreement without the City's written consent, which may be granted in the City's sole discretion but shall not be unreasonably withheld. Any

subcontract made by DBIA shall incorporate by reference this Agreement, except as otherwise provided. DBIA shall ensure that all sub consultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release DBIA from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

## **16. CITY CODE AND ETHICAL STANDARDS**

DBIA shall promptly notify the City in writing of any person who is expected to be a DBIA worker (including any DBIA employee, sub consultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

DBIA shall ensure compliance with the City Ethics Code by any DBIA worker when the Work or matter related to the Work is performed by a DBIA worker who has been a City officer or employee within the past two years.

DBIA shall provide written notice to the City of any DBIA worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for DBIA and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. DBIA shall advise their workers of this requirement.

DBIA shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to DBIA. Promotional items worth less than \$25 may be distributed by DBIA to City employees if DBIA uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **17. NO CONFLICT OF INTEREST**

DBIA confirms that DBIA and its workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in DBIA selection, negotiation, drafting, signing, administration or evaluation of DBIA's work. As used in this Section, the term DBIA includes any worker of DBIA who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **18. INTELLECTUAL PROPERTY RIGHTS**

## A. Copyrights

DBIA shall retain the copyright (including the right of reuse) to all materials and documents prepared by DBIA for the work, whether or not the work is completed. DBIA grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute every document and all the materials prepared by DBIA for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

## B. Patents

DBIA assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, DBIA does not convey to the City, nor does the City obtain, any right to any document or material utilized by DBIA created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that DBIA has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, DBIA grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the pre-existing material, but only as an inseparable part of the work.

The City may make and retain copies of such documents for its information and reference with their use on the project. DBIA does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

## 19. CONFIDENTIALITY

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. DBIA must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

### A. Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)



DBIA must determine and declare any materials DBIA may want exempted (redacted), and that DBIA believes are eligible for redaction. This includes but is not limited to DBIA's contract materials and work products.

## **B. Contract Work Products**

If DBIA wishes to assert exemptions for DBIA'S contract work products, DBIA must notify SPR at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. DBIA may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria DBIA is relying upon.

## **C. City's Response to a Public Records Act Requests**

The City will prepare two versions of DBIA's materials:

- i. Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and materials or text DBIA identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to DBIA.
- ii. Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions DBIA identified. The Limited Redaction will be released only after DBIA is provided "third party notice" that allows DBIA the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records DBIA believe are not subject to disclosure.
- iii. If any requestor seeks the Limited Redacted or original versions, the City will provide DBIA "third party notice", giving ten business days to obtain a temporary restraining order while DBIA pursues a court injunction. A judge will determine the status of DBIA's exemptions and the Public Records Act.

## **20. DISPUTES**

Any dispute or misunderstanding that may arise under this Agreement, concerning DBIA's performance, shall first be through negotiations, if possible, between DBIA's Senior Manager, Public Space Operations & Events, and the City's Center City Parks Manager. It shall be referred to the Director of Partnerships and Strategic Outreach and DBIA's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to

terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require DBIA to correct such work prior to the City payment. The City will provide to DBIA an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if DBIA provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. In the event that any dispute cannot be resolved through negotiations, venue for any litigation arising out of this Agreement shall be in King County Superior Court.

## **21. INDEMNIFICATION**

DBIA releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of DBIA's performance or nonperformance of the services to be provided under the Partnership Agreement attributable to the acts or omissions, willful misconduct, or breach of the Partnership Agreement by DBIA, or DBIA's sub consultants, servants, agents, officers or employees. This obligation to defend and indemnify the City also extends to any claims of discrimination, retaliation, harassment, and all other employment-related claims arising from the conduct of any DBIA agent or employee. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, DBIA waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. DBIA acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract amount reflects this negotiation. For any claims caused by or resulting from the concurrent negligence of the City and DBIA, DBIA only shall be obligated to defend and indemnify the City to the extent of DBIA's negligence. DBIA shall have no obligation to defend or indemnify the City for any claims caused by or resulting from the City's sole negligence.

DBIA shall defend and hold the City harmless for all claims made against the City for any violations of the First Amendment of the U.S. Constitution or Article 1, Section 5 of the Washington Constitution, related to restrictions imposed by DBIA on an applicant for a free speech event that are not approved in advance by the City or that arise out of DBIA's performance or nonperformance of the services to be provided under this Partnership Agreement. Upon the receipt of or service on the City of any such claim, lawsuit, demand or any other such complaint based on such restrictions imposed without SPR's approval, the City may tender the defense to DBIA. Upon the tender of such defense, DBIA shall vigorously and thoroughly prosecute such defense on the City's behalf. DBIA shall be responsible for and shall pay all amounts incurred by the City as a result of any such claim, lawsuit, demand or any other such complaint, including, but not limited to, the amount of any judgments, costs, fines, damages and attorneys' fees charged against the City. DBIA shall have no obligation to defend and hold the City harmless from any claims arising out of (i) the City's regulating, permitting and responsibility for Expressive Activity

and/or Free Speech Activities or Events; and (ii) City's maintenance and/or capital construction as set forth in this Agreement.

The indemnification provisions shall survive any termination or expiration of the Partnership Agreement.

## **22. TERMINATION**

### **A. For Cause**

The City may terminate the Agreement if DBIA is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

### **B. For Reasons Beyond Control of Parties**

Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout, or lockout, except labor disputes involving DBIA's own employees, sabotage, or superior governmental regulation or control.

### **C. For Convenience**

The City or DBIA may terminate this Agreement without cause and including the Party's convenience, upon thirty (30) days written notice. To the extent DBIA exercises termination for convenience it shall ensure strict compliance with all provisions in this Agreement including without limitation the financial and measurement responsibilities of DBIA in **Section 4.F. Community Organization Financial Commitment**, and the financial and accounting procedures set forth in **Section 12 Financial and Accounting Procedures/Business Records**, of this Agreement.

### **D. Notice**

Notice of termination under this Section shall be given by the party terminating this Agreement to the other not fewer than thirty (30) business days prior to the effective date of termination.

### **E. Actions upon Termination**

If termination occurs through no fault of DBIA, DBIA shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. DBIA agrees this payment shall fully and adequately compensate DBIA 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.

## **23. AGREEMENT ALTERATIONS AND AMENDMENTS**

DBIA and the City agree that the Partnership Agreement (as defined in the Recitals to this Agreement), including all terms and conditions therein, shall be rescinded and substituted with this Agreement, which covers the same subject matter and obligations and responsibilities between the Parties for the activation and programming services for Bell St. Park Occidental Square, Pioneer Square, and Westlake Park. DBIA and the City agree that upon the mutual execution of this Agreement by the Parties and the approval and authorization by ordinance by the City of Seattle City Council, this Agreement shall become effective and shall wholly supersede, substitute, and replace the Partnership Agreement.

The parties acknowledge and agree that this Agreement and the attached and incorporated Exhibits sets forth the entire understanding and complete agreement between DBIA and the City, and all prior or contemporaneous agreements, undertakings, communications, or representations of the parties with respect to the subject(s) contained herein this Agreement are null and void. No changes to provisions, price, quality, or Scope of Work, or the Exhibits attached to this Agreement will be effective without the written consent of both parties. This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **24. APPLICABLE LAW**

This Agreement shall be construed and interpreted under the laws of the State of Washington. The venue of any legal action or claim brought under this Contract shall be in the Superior Court for King County.

#### **25. SECTION HEADINGS, AND SUB-HEADINGS, INCORPORATED DOCUMENTS/EXHIBITS AND ORDER OF PRECEDENCE**

The headings used herein are inserted for convenience only and do not define or limit the contents. No verbal agreement or conversation between any officer, agent, associate or employee of The City and any officer, agency, employee or associate of DBIA prior to the execution of this Agreement shall affect or modify any of the terms or obligations in this Agreement. The following documents are incorporated by reference into this Agreement. Where there is conflict or gap among these documents, the controlling document will be resolved in the following order of precedence:

**A. Applicable federal, state and local statutes, laws and regulations;**

**B. This Agreement;**

**C. All Exhibits to this AGREEMENT including:**

- i. Exhibit A – DESIGN PALLET, ACTIVATION AND PROGRAM SCOPE OF WORK AND BUDGET
- ii. Exhibit B – PERMITTING PROTOCOLS INCLUDING ALLOWABLE FEES AND CHARGES
- iii. Exhibit C – PRINCIPLES AND THRESHOLDS TO GUIDE IMPROVEMENTS
- iv. Exhibit D – SPR BASELINE MAINTENANCE SERVICE LEVELS

- v. Exhibit E – REPORTING COMMITMENTS
- vi. Exhibit F – PROPERTY DESCRIPTION, CURRENT CONDITIONS, AND MAPS OF BELL ST. PARK, PIONEER SQUARE PARK, WESTLAKE PARK, AND OCCIDENTAL SQUARE
- vii. Exhibit G – Bell Street MOA
- viii. Exhibit H – Ord. 123027 Authorization from Seattle Department of Transportation to Seattle Parks and Recreation

**26. NOTICE**

All notices under this Agreement shall be delivered to the following, addresses (or such other addresses as either party may designate in writing):

<b>Contact for DBIA is:</b>		<b>Contact for the City is:</b>	
<b>Name:</b>	Jennifer Casillas	<b>Name:</b>	Christopher Williams
<b>Address :</b>	1809 7 <sup>th</sup> Ave #900	<b>Address :</b>	100 Dexter Ave North
<b>City, State, Zip:</b>	Seattle, WA 98101	<b>City, State, Zip:</b>	Seattle, WA 98109
<b>Phone:</b>	206-623-0340	<b>Phone:</b>	206-684-4136
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>	jenniferc@downtownseattle.org	<b>Email:</b>	Christopher.williams@seattle.gov

**27. MISCELLANEOUS PROVISIONS**

**A. Binding Agreement**

This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

**B. Remedies Cumulative**

Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

### **C. Captions**

The titles of sections or subsections are for convenience only and do not define or limit the contents.

### **D. Severability**

If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

### **E. Waiver**

No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by DBIA after the time the same shall have become due nor payment to DBIA for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

### **F. No personal liability**

No officer, agent or authorized employee of the City or DBIA shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

### **G. Inspections**

The City may conduct both scheduled and unscheduled inspections of Bell Street Park, Occidental Square, Pioneer Square and Westlake Park without interrupting the activation and programming services. The City shall retain a written report of such inspections for reference and a copy of the report shall be forwarded to DBIA where an issue arises.

### **H. Organization and Authority**

As of the date of this Agreement and thereafter, DBIA hereby represents and warrants that (a) it is a non-profit corporation 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 DBIA under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by DBIA, and (d) this Agreement constitutes the legal, valid and binding obligation of DBIA and is enforceable against DBIA 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.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached, incorporated, and made a part, the parties have executed this Agreement by having legally binding representatives affix their signatures below.

**DBIA SERVICES**  
**A Washington State Non-Profit Corporation**

**CITY OF SEATTLE**  
**Seattle Parks and Recreation**

By \_\_\_\_\_

By \_\_\_\_\_

Signature

Date

Signature

Date

Jon Scholes  
President/CEO, DBIA Services

Anthony-Paul (AP) Diaz, Esq.  
Superintendent,  
Seattle Parks and Recreation

**City of Seattle Business License Number:** 529711

**Washington State Unified Business Identifier Number (UBI):** 601 958 851



## **EXHIBIT A Scope of Work**

As described below, DBIA shall provide activation and programming services, for, and on behalf of SPR, related to activation and programming of Bell St., Occidental Square, Pioneer Square and Westlake Park to ensure free, open, and public access to the public properties and to achieve the objectives cited in Section 3 of this Agreement.

The activation and programming of downtown parks is a key component of the success of this Agreement, for it is through regular, daily programming that people begin to perceive the parks as increasingly safe, welcoming, and vibrant urban spaces. This activity attracts even greater numbers of people, continuing the virtuous cycle, and helping improve overall park vitality.

DBIA places a high priority on designing programs and activations that are free and open to the general public – ensuring that the events and activities can be enjoyed by all and lead to increased positive public use of these urban parks. The vast majority of programming and activations will be designed with this goal in mind.

For organizational purposes and added clarity, the majority of DBIA’s proposed programming and activations will fall within four categories:

- Park Amenities
- Health & Fitness
- Youth & Family
- Arts & Culture

### **Improved Park Amenities**

Food Trucks	Continue successful food truck service where possible in the parks based on pedestrian traffic, programming schedule, neighborhood businesses, etc. When food trucks visit the parks on a regular basis, visitors can enjoy more affordable and culturally diverse food options in Downtown Seattle.
Plantings	Continue to partner with SPR, and “Friends of” groups on maintaining an increased number of beautiful plantings in the parks. Parks, especially in dense urban areas, can be sites of relaxation and respite. Plant beautification and increased greenery will be an important aspect to increasing diversity of park uses.
Furniture	Continue use of outdoor furniture in parks and introduce new furniture as needed. This colorful furniture helps to increase the number of people visiting the parks and adds to the parks’ vibrancy.

### **Health & Wellness**

Parks are typically viewed as locations for physical activity, play and relaxation. DBIA will provide health and fitness programming to increase opportunities for physical use of the parks, given space limitations and the increasingly dense surrounding environment, examples include:

Fitness Classes      Host free fitness classes and athletic events

Active Play      Coordinate appropriate and creative use of the space for active play with community and neighborhood organizations to encourage the use of these public spaces for play and exercise.

Table Games      Continue ping-pong, foosball tables, etc. for active play in the limited space; continue to organize tournaments.

### **Family & Youth**

Increasing the number of park visitors, especially women and children, is a primary goal of the proposed activation and programming. As increasing numbers of women and children use the parks, they will be perceived as safer and more welcoming public spaces, examples include:

#### Children's Programs and Amenities

Continue several of developed partnerships with various local organizations to offer free children's programming in the parks, including games and hands-on learning opportunities.

Hold children's programs throughout the year, in recognition of the fact that Downtown has the largest concentration of day care facilities in the City. Coordinate program offerings with those organizations, and support children living Downtown with fun, inviting and active parks to visit.

Host story time. Learning sessions, games and appropriate amenities that are kid friendly.

#### Children's Play Areas

Continue to care for the children's play areas in Occidental Square and Westlake Park.

#### Holiday Programs

Continue to bring family-friendly holiday programming to the parks to create festive holiday destinations in the City.

### **Arts & Culture**

#### Music Program

Continue scheduling local musicians to perform in the parks, including buskers and larger concerts.

### Arts Organizations

Continue to partner with local arts organizations to provide free programming. Strive to provide diverse arts programming, including film, music, visual art, performance, etc. This will include seasonal rotating art installations.

### **Ensuring Appropriate Park Use**

As part of the current park activation agreement, DBIA has worked hard to ensure that planned installations or events are appropriate to the size and footprint of each park, Bell St., Occidental Square, Pioneer Square and Westlake Park.

DBIA will work closely with permittees on developing their park programming and event plans. DBIA has developed permit forms and park maps that permittees are required to complete. This ensures that a planned event's footprint remains appropriate to the parks.

### **Engagement & Inclusion Plan**

Community engagement and broad inclusion is critical to ensuring the long-term success of this project.

Seattle Parks and Recreation (SPR) has long worked to make Downtown's public spaces welcoming to everyone, especially underserved and marginalized communities. This is very much in keeping with DBIA's mission and DBIA is committed to continuing to make the parks welcoming to everyone.

DBIA recognizes the need to engage different communities, especially underserved ones, around parks activation and programming. Collaboration is required to achieve the shared goal of safe, welcoming, and vibrant urban public spaces in Downtown. Different communities have unique knowledge and valuable experience to add to the stakeholder discussions.

DBIA will ensure strong levels of community outreach and engagement throughout the process by:

- Strengthening existing relationships with a wide variety of Downtown stakeholders, including human service providers and cultural organizations;
- Developing new relationships within the Downtown community through ongoing meetings and other engagement opportunities;
- Establishing the Urban Parks Partnership Advisory Committee which will be comprised of a wide variety of community members;
- Directly engaging with underserved park visitors through outreach; and,
- Using technology to ensure wide variety of frequent stakeholder input.

## **Proposed Methods for Community Engagement**

### Direct Engagement and Support

It is essential that our parks be safe and welcoming to all, and this means including partners early and throughout the planning process. DBIA will further develop relationships with a diversity of community members through collaboration, outreach, and human service support, as well as using technology to get a wide range of input from the Downtown community.

Throughout the partnership with SPR, DBIA has made it a priority to engage Downtown's community stakeholders in the activation and programming of the parks. DBIA engaged many stakeholders, including, but not limited to, Pike Place Market, Path with Art, Union Gospel Mission, the Downtown Residents Council, Downtown District Council, Pike-Pine Retail Task Force, and local institutions such as the Seattle Art Museum, Benaroya Hall, the University of Washington, Friends of Waterfront Seattle, Seattle Aquarium.

A primary means of direct engagement has been through the Metropolitan Improvement District's (MID's) ambassadors. The ambassador teams make regular contact with homeless individuals in the parks, and others in need who use the parks for relaxation and recreation. Moreover, DBIA has actively sought feedback from human services organizations about how to make programming more accessible for underserved populations.

Throughout the partnership with SPR, in addition to providing daily outreach DBIA ambassadors have been able to connect several people to housing and to other human services. Additionally, the ambassador team works closely with many local service agencies and collaborates efforts in helping others.

### Using Technology

Technology will allow DBIA to gain a wide variety of stakeholder input throughout the park's agreement, as well as support the program evaluation process. DBIA will conduct regular surveys to gather park visitor feedback and obtain input for future programming. These surveys will be available online (hosted on the Downtown Seattle Association website), as well as administered in-person to ensure feedback from a wide range of audiences, especially for those without access to computers.

### Developing Programming for Underserved Communities

DBIA established strong relationships with the diverse Downtown stakeholders ranging from the human services community to arts and cultural organizations. DBIA values these partnerships and has engaged with a variety of groups to provide programming that appeals to communities of all socioeconomic backgrounds.

DBIA has partnered with *Path with Art*, an arts organization for homeless/formerly homeless individuals to learn and explore different artistic mediums in a park setting, the Union Gospel Mission, Mary's Place and more. DBIA will continue similar programs

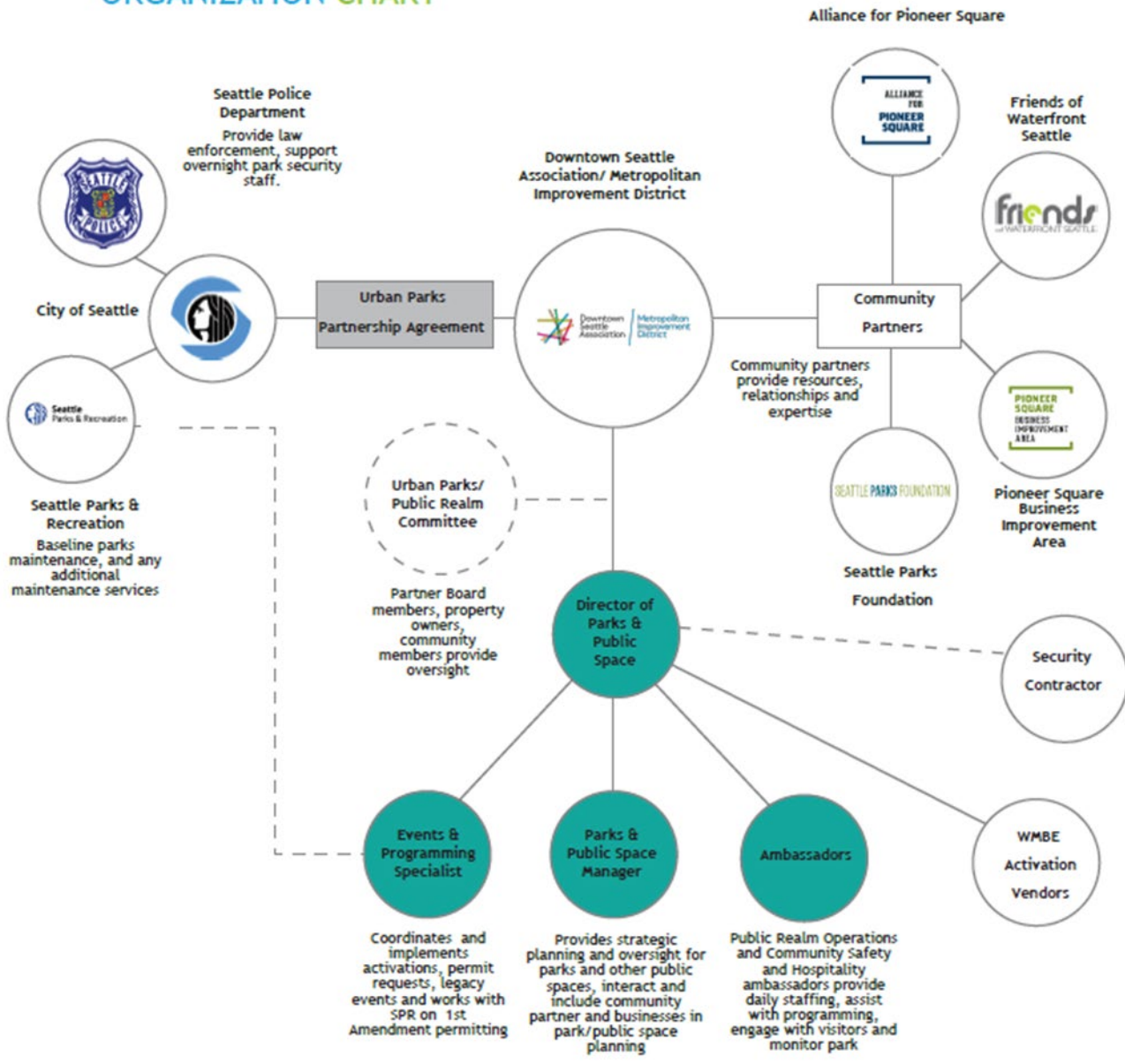
and partnership and provide additional culturally diverse programming and activations. Additionally, the food trucks program and music programs specifically have allowed many minority and women-owned businesses to serve a large population of park visitors. DBIA seeks to bring even more cultural programs into the parks.

#### Strengthening Community Connections

DBIA has played an important role in the Downtown community for decades and will bring together a wide range of Downtown stakeholders to support this effort. DBIA's partnership with the Alliance for Pioneer Square, Friends of Waterfront Seattle and the Seattle Parks Foundation, in addition to its ties with Downtown's human service providers, offers DBIA a diverse range of expertise and local community knowledge that can also help support diverse programming.

Through continued, intentional engagement with local neighborhood and community groups, cultural organizations, human service providers, and park users, DBIA will effectively serve a wide range of interests and continue to make these urban public spaces welcoming to all.

# ORGANIZATION CHART



### Budget (2023-2028)

**Figure 1** is the anticipated Urban Parks Partnership budget for 2023-2028. Staffing these public spaces daily is a core activity and strategy of this Agreement. DBIA believes that having these public spaces properly staffed is necessary to changing perceptions of safety, creating welcoming spaces, and protecting the significant investments being made in the parks. Nearly 40 percent of the proposed expenses will be directed toward daily programming and activation.

DBIA, and its partnering organizations, have already made significant financial commitments toward programming and activating Westlake Park and Occidental Square. This base level of funding will continue for the duration of the Agreement.

**Figure 2** highlights the anticipated funding sources over time. Partner funding will remain a significant, stable source of funding throughout 2023-2028. Future funding is contingent on Park District budget and/or City Council appropriations.

**Figure 1: Anticipated Urban Parks Partnership Budget (2023-2028)**

	2023	2024	2025	2026	2027	2028
Public Funding	\$325,000	\$287,500	\$250,000	\$250,000	\$250,000	\$250,000
MID	\$909,116	\$1,018,597	\$1,230,652	\$1,408,960	\$1,493,207	\$1,579,593
Partner Support/Philanthropy	\$200,000	\$200,000	\$100,000	\$0	\$0	\$0
Earned Income	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340
Sponsorship	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005
<b>TOTAL INCOME</b>	<b>\$1,556,616</b>	<b>\$1,634,722</b>	<b>\$1,715,708</b>	<b>\$1,800,769</b>	<b>\$1,892,106</b>	<b>\$1,985,938</b>
Events & Programming Expense	\$542,101	\$569,206	\$597,667	\$627,550	\$658,928	<b>\$691,874</b>
MID Staffing (Ambassadors, Management)	\$926,520	\$972,846	\$1,021,488	\$1,072,563	\$1,126,191	\$1,182,500
Overnight Security	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814

Admin, Overhead, and Storage	\$37,995	\$40,170	\$41,428	\$42,775	\$46,212	\$47,750
<b>TOTAL EXPENSE</b>	<b>\$1,556,616</b>	<b>\$1,634,722</b>	<b>\$1,715,708</b>	<b>\$1,800,769</b>	<b>\$1,892,106</b>	<b>\$1,985,938</b>
<b>NET INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



## **Staffing and Management Plan**

### **Core Public Space Activation Staff**

Effectively operating Bell Street, Pioneer Square, Occidental Square and Westlake parks requires significant staff resources. Staff presence in the parks is critical to improving perceptions of safety and making the parks more welcoming. DBIA has staff who are devoted toward scheduling, permitting, implementing and staffing the various programs and activations.

These staff will be primarily focused on implementing the Urban Parks Partnership agreement. All will be trained in WMBE procurement and advocacy processes, as well as receive training on providing effective outreach to Downtown's underserved communities.

### **Director, Parks and Public Space**

This director will be responsible for overseeing successful implementation of the Urban Parks Partnership agreement and overseeing all park activation staff, coordinates marketing and promotion efforts and manages park budgets. The director is the primary liaison to SPR.

### **Senior Manager, Parks and Public Space Programming**

This manager will oversee strategy and selection of programming for select parks and other various public spaces. The manager ensures that park ambassadors (and permittees) successfully implement daily activations and programs.

### **Senior Specialist, Events and Programming**

This specialist will be responsible for coordinating park programming and park permits, while working closely with Seattle Parks and Recreation (SPR) to ensure that the parks are used for public enjoyment as well as 1<sup>st</sup> Amendment-related activities. This specialist will maintain an electronic calendar for Bell Street, Pioneer Square, Occidental Square and Westlake parks that is accessible to SPR and that provides accurate and detailed information about scheduled events and activities.

### **Ambassadors**

DBIA utilizes three ambassador teams to provide services in the parks during operating hours throughout the year. Ambassadors will serve as key points of contact with the public, and will help ensure the parks are clean, safe and welcoming to all.

### **Contract Security Partner**

- **Third-Party Security** – To help ensure the Downtown parks are safe and welcoming for all, DBIA employs a third-party security company to provide

officers for support in the parks. The security staff is in regular contact/ coordination with the public space activation team.

## **Outreach**

- **MID Outreach**– Many of the DBIA ambassadors provide outreach to those in need, in the parks and throughout downtown. DBIA will continue to provide this service as well as work in partnership with many other social service organizations.

## **DBIA Support Staff/ Evaluation**

DBIA will provide general overhead and administrative support for managing park activation staff and activities, including human resources, finance and accounting, and communications.

## **Oversight**

- **Urban Parks/Public Realm Committee** – Partner Board members, property owners and community members will provide oversight and support for the successful implementation of the Urban Parks Partnership agreement. The Committee will meet often (schedule TBD) to provide feedback and suggestions to continue to deliver amenities and programming relevant to downtown.



## WMBE INCLUSION PLAN

### City of Seattle

#### WMBE Inclusion Plan – Consultant Contracts

(SMC CH. 20.42)

Contract Number and Title	Urban Parks Partnership RFP
Consultant Name	DBIA Services
Original Submittal Date	May 30, 2023
Revision Version Number	
Revision Version Date	

The Seattle Municipal Code (SMC) and the Mayor’s Executive Order direct inclusion of women and minority firms in City contracting. This form must be completed in full and with robust replies, as part of your solicitation response. Failure to do so may result in rejection of your solicitation as non-responsive and your firm rejected from consideration. The information must be consistent with team assignments elsewhere in your solicitation response. When a contract may include Federal Funds, the City instead uses the federal DBE program. During negotiations before contract execution, the City may negotiate scope and teaming; a revised WMBE Inclusion Plan is likely appropriate and becomes the contractually binding version. Carefully read all instructions embedded and on the back of this form. In any event, this form is required for all consultant contracts above \$285,000 and is a condition of responsiveness. If you are responding to a Request for Proposal or a Request for Qualifications above \$285,000 in value, this form will be required with your submittal. If you are working directly with the department and it is not through a formal solicitation process, you will still have a deadline for submittal before the contract is awarded.

#### 1. Aspirational WMBE Goals

A high priority for scoring is evidence of your strong aspirational intent to include women and minority business (WMBE) as part of your team. In the box below, state the WMBE goals you intend to achieve for this contract including all phases and amendments. While the goals are aspirational, good faith efforts to develop and achieve goals are mandatory. Goals developed in good faith are considered attainable given good faith efforts. A contract amendment may require revisit of this WMBE Inclusion Plan to consider changes that may affect WMBE utilization (see Instructions). WMBE primes can include self-performance in goals below. A zero percentage is non-responsive. Do not provide a range. This percentage must be no less than the Core Work commitments offered on page 2.

Estimated percentage of the total contract value to Women Owned firms	7 %
Estimated percentage of the total contract value to Minority Owned firms	18 %

Alternate Estimated total contract value

= \$1,612,500 \* 0.25

= \$403,125 dollars toward WMBE firms (over 6 years)

= \$290,250 toward MBE firms and \$112,875 toward WBE firms (over 6 years)

**WMBE Signature:** This requires the WMBE sign the Plan or you can simply attach an email to evidence their concurrence. This ensures WMBE firms understand (1) they are listed on your plan, (2) they are in core or non-core work and implications of that; (3) whether the individual or resume is critical to their participation; and (4) they are aware of risks given scope changes made by the City.

**2. Core Work.** Identify WMBE firms you selected who agreed to perform core disciplines or functions on your team. Such WMBE firms must be integrated into your team and on your organizational chart (if one is submitted in your solicitation response). The percentage you name below is the minimum share of total contract value. All WMBE firms named are to be aware of their role and anticipated compensation. Reasons for a Prime to replace the WMBE firms and their intended share of work is restricted by a list of acceptable reasons and City approval (see instructions). The City will preserve WMBE utilization in core work for these WMBE firms to the extent practicable.

#### Core Work Response

In the previous agreement, DBIA established an aspirational goal of directing 18 percent of the contract's public dollars toward WMBE firms. Through the duration of the contract, at various times we achieved this goal, and at other times it was a bit ambitious based on other factors outside of our control when trying to activate the parks. This agreement includes an aspirational goal of 25% of dollars being invested in WMBE firms. We will work to achieve this with diverse programming, new vendors and partners and outreach to broaden our reach into this business profile.

One challenge when designing the WMBE targets is that a significant portion of the contractual responsibilities involve the programming and activation of the parks which is not yet confirmed and is planned and contracted on a rolling basis. Throughout the past years of our partnership, DBIA has worked with a number of WMBE firms and vendors including Dover Entertainment, Yellow Butterfly Coffee, Lusio Lighting, Great Surprisal, various musicians and food truck vendors and more. We will aim to continue to work with these partners as well as seek out more WMBE firms throughout this agreement as negotiated for the upcoming years.

Additionally, DBIA will lean on SPR and the City's WMBE directory to provide recommendations, suggestions and contacts as this is a high priority for the city as well.

### 3. Non-Core Work Response

At this time, DBIA is only proposing activations and programming deemed essential to the success of the overall project. However, if certain unanticipated needs arise we will definitely look to include WMBE firms as part of core and non-core work activities.

**Non-Core Work (Value-Added Functions)** Identify work that is value-added and/or not part of the core scope required by the City solicitation.

Name of WMBE firm	Identify as Women (W) or Minority (M)	Describe task and which project phase each task is within.	If WMBE firm utilization depends upon a particular resume, list those individuals below	Signature of WMBE Firm

### 4. Past Performance

Using whatever space you need to fully do so, describe the strategic model you have for integrating WMBE firms, which evidences likely success in doing so for this contract including how you intend to engage WMBE firms. Please identify at least 3 projects of a similar nature as this project by name including name of owner and for each and as to each, list the percentages of utilization of WMBE firms based on total value of the contract and the total final amount of the contract including all amendments. State the total that was spent.

#### Response

Over the years, DBIA has established strong relationships with a number of WMBE firms. This has allowed us to better understand their capabilities and organizational capacity. DBIA, through its recent and historic programming and activation of the parks, has been able to develop a close working relationship with a number of WMBE vendors and organizations whom we plan to continue to partner with as a part of this agreement as well.

Over the past several years we have been able to demonstrate positive efforts and impact in working with WMBE firms. Through 6-month bi-annual reports, between 2018 and 2022 we have invested between 8% and 27% to WMBE partners. We look forward to growing this more in the future and streamlining our reporting and data collection to ensure accuracy.

### 5. Inclusion Strategies

Using whatever space you need below to do so, answer each of the following. Do not provide an “NA” response or any equally brief response, or your response and your entire solicitation may be rejected as non-responsive.

- A. Describe the partnership you have with the WMBE firms on your team, whether you teamed in the past, how substantive their role is, and whether they are decision-makers and leaders on your team.

#### Response

For all our projects, our partners are selected based on their competence and expertise in their field, and many of these partners have been WMBE firms. DBIA works to provide business outreach and has built relationships with many women- and minority-owned firms in Downtown Seattle and the surrounding region.

Our experience activating Westlake Park and Occidental Square over the past several years has allowed DBIA to establish new relationships with a variety of firms, including some with which we had not previously worked. For example, art vendors, musicians, food truck owners, event production companies, and more.

- B. Describe strategies you use to assure consideration of WMBE firms for team assignments not yet made or that result from contract or team changes.

#### Response

DBIA has already identified a number of WMBE firms that it can reach out to and discuss activation and programming efforts based on prior working experience and will continue to work with the city for recommendations, and the use of the city WMBE directory.

- C. A City objective is to strengthen WMBE firm’s capabilities and experience, making them increasingly competitive. Describe specific strategies your team will employ to achieve this goal. Do not limit your response to formal mentoring programs.

#### Response

DBIA is passionate about promoting downtown businesses and increasing our region’s economic vitality. Helping businesses succeed is essential to our mission and a key part of our work, and we are always looking to do more to support small and minority-owned businesses. DBIA believes that socioeconomic diversity is critical to Downtown’s long-term health.

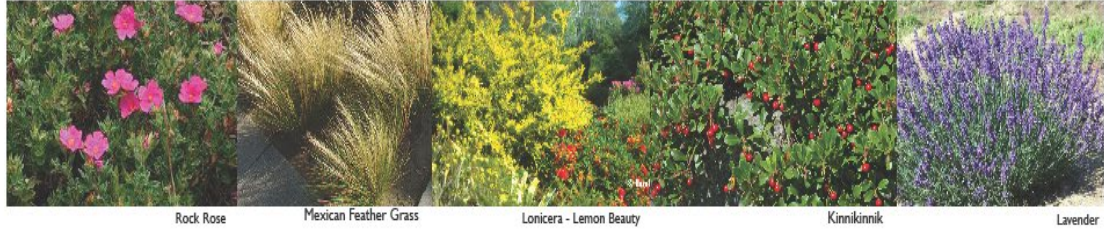
Our approach for inclusion and strengthening our WMBE partners’ capabilities will be through collaborative work and education. DBIA will look to streamline our own WMBE vendor directory, actively reach out to neighboring communities to inform them of the opportunities to participate in park programming, work with our Ambassador teams to outreach to small business, many WMBE, in the downtown area and help promote their business/restaurant/organization. Also, developing relationships with other local organizations that promote WMBE (and similar) businesses such as The

Intentionalist will be a focus of the team. Additionally, DBIA will ensure that all DBIA staff members are trained in WMBE advocacy and prioritizing WMBE procurement in program planning.

## Design Pallet

### Westlake Park

#### Alternative Plant Options



#### Furniture Colors



#### Furniture



#### Materials





### Occidental Park

#### Alternative Plant Options



Creeping Jenny



Mexican Feather Grass



Acer circinatum



Kinnikinnik

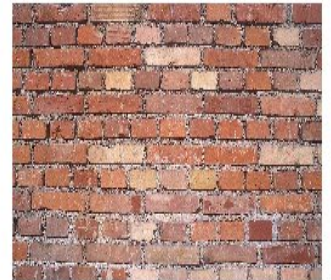
#### Furniture Colors



#### Furniture



#### Materials



## EXHIBIT B

### Permitting Protocols Including Allowable Fees and Charges

Seattle Parks and Recreation (SPR) will continue to permit any event that is an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution or Article I, Sections 3, 4, 5 or 11 of the Washington State Constitution. These events will be referred to as "Free Speech events." SPR will also continue to permit any event that requires a City of Seattle Citywide Special Event permit and those events that are part of its baseline programming.

DBIA will schedule and permit all other events in Bell St., Occidental Square, Pioneer Square, and Westlake Park.

1. SPR will update its application and website to direct users to the appropriate application and recipient agency.
2. DBIA will create an application and instructions to post on the SPR website for permit applicants OR a link to an external website where applicants may obtain a permit application. If such a website exists, it will direct Free Speech users to the SPR website.
  - a. Any application for Free Speech activity received by DBIA will be forwarded to SPR immediately.
  - b. Any applications received by SPR for events or activities not related to Free Speech activity will be forwarded to DBIA within one business day. Applications will be reviewed for time sensitivity and forwarded with urgency.
3. SPR will issue permits for Free Speech events after reviewing DBIA's electronic calendar and consulting with DBIA staff if needed. When less than forty-eight (48) hours turn-around time is involved for a Free Speech permit application, SPR requires a one-hour response to SPR during business hours of 8:30am-5:00pm. Once issued, a copy of any Free Speech permit will be forwarded to DBIA for addition to the main calendar.
4. Free Speech events often occur as the result of political or religious events around the world, labor changes or the anniversaries of such events. SPR will negotiate the time place and manner of these events to the best of its ability, but generally tries to accommodate Free Speech events as desired by the applicants.

- a. Free Speech peaceful assemblies are not required to obtain a permit but do so as a courtesy.
  - b. Free Speech events with equipment that poses risk are required to obtain a permit with conditions and provide insurance.
  - c. Marches and rallies that commence in other areas often use Westlake Park as a terminus with and without permits. Parks and SPD do not always receive notice of this activity.
  - d. All attempts will be made to permit Free Speech events at the South portion of Westlake Park, but the Arch may be permitted as needed.
5. Previously scheduled activity will be accommodated by DBIA with no change to a permit's stated conditions.
  - a. Previously scheduled activity may/may not preclude Free Speech event permitting.
  - b. DBIA will monitor the Citywide Special Events calendar for events that impact Bell St., Occidental Square, Pioneer Square, and Westlake parks but may not be permitted for those locations.
6. Because SPR is a member of the Citywide Special Events committee, it will continue to permit those events that require a Citywide Special Event permit, working closely with DBIA on successful outcomes.
  - a. When DBIA receives applications for events that could potentially require review for Citywide Special Event permit, DBIA will forward the application to Parks for review. Criteria for this review could be one or more of the following elements:
    - i. An event planned to be held in a park or other public place that meets all three of the following criteria:
      1. Is reasonably expected to cause or result in more than fifty people gathering in a park or other public place; and
      2. reasonably expected to have a substantial impact on the park or other public place; and
      3. requires the provision of substantial public services, OR
      4. An event planned to be held on private property that meets all three of the following criteria:

5. Is reasonably expected to cause or result in more than five hundred (500) people gathering in a park or other public place; and
  6. Is reasonably expected to have a substantial impact on the park or other public place; and
  7. Is reasonably expected to require the provision of substantial public services.
- ii. The intent to serve or sell alcoholic beverages.
  - iii. The installation of heavy equipment or displays (in excess of 3000lbs)
  - iv. Reduced access by the general public to a public park.
7. For events or activities permitted by DBIA, DBIA shall apply only the fees and charges listed in the Use Permits section of the 2023-2024 Fees and Charges, included below. [Exhibit 1 to DPR Fees & Charges Budget Legislation ORD \(seattle.gov\)](#)

## **EXHIBIT C**

### **Principles and Thresholds to Guide Aesthetic and Functional Improvements to Bell St., Occidental Square, Pioneer Square and Westlake Parks**

DBIA Services will be empowered to make improvements to Bell St., Occidental Square, Pioneer Square and Westlake Parks without prior approval from SPR if, and only if, those improvements:

- Comply with the American Disabilities Act 2010 Standards for accessible design (<http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>)
- Conform with the design concepts and programming strategy found in Attachment A
- Are non-permanent.
- Do not irreversibly alter an existing asset.
- Fall under a \$20,000 threshold per asset.
- Are consistent with agreed Park activation goals and continue to allow pedestrian traffic through the Park.
- Do not result in a net decrease in seating options.

For all other improvements to the parks, DBIA Services will seek SPR approval prior to any action.

#### Additional Commitments

DBIA Services will be responsible for working with the Pioneer Square Historic Preservation Board to seek approval for changes to Occidental Square and Pioneer Square parks including furniture, planters, and other non-permanent amenities.

DBIA can solicit sponsorship opportunities to support downtown park programming and special events. DBIA will bring all sponsorship applicants to Seattle Parks and Recreation for selection and approval based upon SPR Sponsorship Policy.

Sponsors may be recognized in DBIA parks (Bell Street Park, Occidental Square, Pioneer Square and Westlake Park) through messages approved by SPR.

DBIA Services will submit to SPR the proposed sponsorship and naming opportunities and will honor the off-premises advertising laws as established by the City of Seattle.

## **EXHIBIT D**

### **Parks Maintenance and Park Ranger Service Levels**

#### ***Baseline***

Seattle Parks and Recreation will provide the following baseline levels of maintenance and park rangers. Parties agree to meet no later than six months from the implementation date of this agreement, to review the status of baseline services as established in this agreement, to confirm that standards of service as established are being achieved and to determine if those standards are providing a level of cleanliness and maintenance that is aligned with DBIA's commitment to a clean, safe and welcoming experience for all visitors to the spaces. If it is found that services are not adequate, DBIA and SPR will work together to outline updated, adequate, and achievable service levels.

#### ***Cleaning and Landscaping***

- Daily morning cleanings at Bell St. Park, Occidental Square, Pioneer Square and Westlake Parks will include the following:
  - Removal of trash from all surfaces and receptacles of all Park by 9:00 am
  - Cleaning of following surfaces by 9:30am.
    - Westlake Park
      - Concrete pavers
      - Seven Hills Art Pieces
      - Permanent seating
      - Play Space
    - Occidental Square
      - Brick surfaces
      - Permanent seating
      - Play Space
      - Pavilion
    - Bell St. Park
      - Shrub beds
      - Hard surfaces
      - Curb lines
    - Pioneer Square
      - Permanent seating
      - Brick surfaces
      - Under the Pergola
  - Removal of leaves, as needed.
  - Removal of graffiti tags
- Early afternoon second removal and/or topping off any trash receptacles in Bell St., Occidental Square, Pioneer Square and Westlake Parks.

- Late afternoon third trash removal and/or top-off Wednesdays through Sundays, May-September in Bell St., Occidental Square, Pioneer Square and Westlake Parks.
- Twice per year or as needed, cleaning of Westlake fountain, arch and play area.
- Twice per year cleaning of Pioneer Square Pergola roof.
- Four times per year cleaning and mechanical scrubbing of Westlake Park, Occidental Square and Pioneer Square.
- Four times per year or more as needed, cleaning/maintenance of Occidental Square Pavilion. The glass roof will be cleaned twice per year.
- Landscaping for all parks if applicable
  - Review of tree canopy of Westlake Park, Bell Street, Occidental and Pioneer Square after leaves are fully grown has been completed. and, if not detrimental to health of the trees, pruning for increased daylight. Pruning will be completed before December 2024.
  - Annual mulch
  - Watering parks plantings as needed.
  - Replacing plants as needed
  - Basic plant maintenance
- Annual review of condition of Totems in Occidental Square and Pioneer Square and maintenance as needed, per the Office of Arts and Culture.
- Outside of 6:00 a.m. - 2:00 p.m. Labor Day to Memorial Day, 6:00 a.m.-9:00 p.m. Memorial Day to Labor Day. If needed, DBIA Ambassadors may pick up incidental litter, rinse, do light clean-ups, and remove graffiti, to bring the parks up to a standard of cleanliness expected for the successful execution of any event. No power equipment will be used for maintenance purposes.

Should the Baseline Services not match those listed either above or in any separate agreements, DBIA Services will notify SPR, commencing a 48-hour period in which cleaning levels will be remedied to match those agreed upon unless the reduction in service is the result of budget-related needs of the City. Any specialized services such as electrical, carpentry, plumbing, and other services are based on workload and priority of the issue.

### **Maintenance**

- Events or programs requiring significant electrical use:
  - DBIA Services will provide SPR with a load calculation for the full set up for events that will require electrical grid functionality within two weeks prior to the event. SPR staff will review and recommend changes, if needed, within 5 business days of receiving the load calculation.
  - For major events, DBIA will schedule on a regular business day *after* electrical installation is complete or almost complete and at least 24 hours

prior to the event, a second on-site review with SPR electrician staff to trouble-shoot problems. SPR electricians work Monday through Friday, 6a.m. – 4:30 p.m. and are available for on-time repair of the grid unless required to address departmental emergencies.

- Should events fall after working hours, or on holidays, DBIA Services may choose to rely on the standard SPR on-call system. If this system is used, DBIA will be invoiced for the cost of any labor overtime required. Alternatively, for coverage during non-working or holiday hours, DBIA may pay the overtime cost of retaining on site one electrician in the case of events in Occidental, and two electricians for Westlake events to accommodate confined-space access requirements.
- DBIA Services will notify SPR of any maintenance or repair required for normal operations in Bell Street, Pioneer Square, Occidental Square and Westlake parks, via the SPR work order system, initiating a process in which SPR sends the appropriate maintenance specialist to review and or repair the identified issue. DBIA will receive weekly updates on open work orders that affect the functionality of the park/scheduled activations. Should the repair require major disruption to the surrounding area, SPR will inform DBIA Services of the work that needs to occur and potential impacts. SPR commits to a good faith effort to respond as promptly as possible to all requests.

### ***Park Rangers***

Seattle Parks and Recreation will provide the following baseline levels of maintenance and park ranger presence to Bell Street, Pioneer Square, Occidental Square and Westlake Park.

### ***Daily Schedules***

Park ranger schedules will vary depending on time of day. Early morning activities and evening activities will be closely coordinated with SPR's grounds maintenance teams to support park opening and closing, and during peak operating hours, the ranger teams will conduct a mix of patrols throughout downtown parks and education and engagement at emphasis parks.

During peak park use hours (between 8:30a.m. and 7p.m.), rangers will patrol two routes:

- **North Route:** Based at Cal Anderson Park, conduct at least two patrols of Plymouth Pillars Park, Urban Triangle Park, Denny Park, Cascade Playground, Lake Union Park, Tilikum Place, Bell Street Park, Regrade Park, Counterbalance



Park, Myrtle Edwards, Victor Steinbrueck, and Westlake Park throughout the day.

- **South Route:** Based at City Hall Park, conduct at least two patrols of Pioneer Square, Occidental, Union Station Square, Hing Hay, Donnie Chinn, Kobe Terrace, Freeway, Westlake, Little Saigon, Victor Steinbrueck, and to the International District/Chinatown Community Center
- SPR will continue to provide park rangers services in the four parks at a level similar to prior years, as staffing allows rangers will deter negative behavior through education, diplomacy, low-level enforcement in the form of written warnings or citations when appropriate, and by contacting SPD when needed. SPR will work with the Seattle Police Department (SPD) in every way it can to support a strong partnership and collaboration between officers and park rangers. SPR will provide SPD with instructions regarding Parks Code and the Parks Code of Conduct, as needed.
- If/when SPR and SPD execute an MOA that clearly identifies thresholds of enforcement and lines of communication that enables an appropriate response to Park Code or City, County, State, or Federal laws, the MOA will be provided to DBIA.
- DBIA Services and Parks will develop a communication plan to ensure that Park Rangers are in direct communication with DBIA Services staff.

### ***Additional Service***

At the expense of DBIA Services, SPR will provide additional maintenance services in Westlake, Occidental, Bell Street and Pioneer Square. The scope and services will be mutually agreed upon prior to SPR taking on any additional maintenance.

Should any Additional Services, paid for by DBIA, not match those listed in any separate agreements, DBIA Services will notify SPR, commencing a 48-hour period in which cleaning service levels will be cured to match those agreed upon.

## **EXHIBIT E**

### **Bi-Annual Reporting Commitments**

DBIA Service's (DBIA) regular bi-annual reports will provide consistent information—including measurements and summaries—regarding the activities being conducted as part of this Agreement. Seattle Parks and Recreation (SPR) and DBIA will work together to develop a reporting format that is acceptable to SPR prior to the Bi-Annual Report dates listed below.

#### **Bi-Annual Report Due Dates**

2023-2028 - Bi-Annual Report due dates are the first business days of March and September. This report will include all raw data including but not limited to number of events, total hours per event, and estimated attendance. This raw data shall be reported by using provided Events and Programs Spread sheet starting in 2024.

#### **Monitoring and Evaluation Summary**

DBIA will submit to SPR a Bi-Annual Report that includes the following for each park:

- Finances -- Income (including all funds, permit fees, and revenues) and expenses on an accrual basis:
  - Showing transactions of the current period and year-to-date;
  - Separating revenues and expenses by category;
  - Clearly identifying the period— date, month, and year—covered by the report;
  - Providing narrative information to explain any problems or irregularities in record-keeping or reporting that SPR should be aware of.
  - Indicating status of the required funding ratio of a minimum of three private sector dollars to every one public investment dollar
  
- Attendance Tracking Attendance and measurements will be taken throughout the year at a minimum of twice daily and will include regular, daily attendance and, when relevant, event-based attendance.  
DSA will implement the use of the events and programs spread sheet beginning for the 2024 through the end of the contract period in 2028.
  
- Outreach for community input and feedback -- Summary of outreach methods (surveys, etc.) employed to collect community input and feedback regarding how safe, welcoming, and vibrant the parks are perceived to be and regarding the quality and effectiveness of programming and activities.
  - Outreach to include the surrounding communities, including underserved populations.
  - Summaries to indicate extent/scope of outreach (how many people contacted, what groups and organizations contacted)

- Programs and Activities -- Summary of programs and activities conducted.
- Partners -- List of community partners and publicly acknowledged sponsors.
- WMBE's -- Target 25% of all contracts, concession and vendors and actual outcomes regarding the securing of contracts, vendors and concessions through Women and Minority Owned Business Enterprises (WMBE)
- Outreach for social service purposes -- MID outreach report as pertaining to Bell St., Occidental Square, Pioneer Square and Westlake Parks, including number of contacts made, services provided, and outcomes as available and adhering to confidentiality guidelines as determined by City, State, and Federal law.
- Park Use Permits – Summary of events for which DBIA issued a Park Use Permit, including names of permittees. For permitting at Bell Street Park all permits must follow
  1. Memorandum of Agreement between Seattle Department of Transportation, Seattle City Light, Seattle Public Utilities, Seattle Arts and Cultural Affairs and Seattle Parks and Recreation
  2. Ordinance of use (2009-0625 Ord 123027) Authorization.

## EXHIBIT F Occidental Square Legal Description

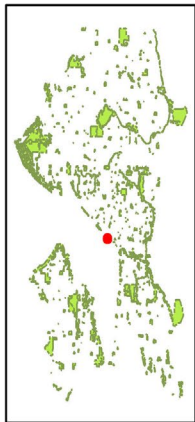
Lots 5,6,7,8, Block 7, Town of Seattle, as laid out by D.S.Maynard, commonly known as D.S. Maynard's Plat of Seattle, as per plat recorded in Volume 1 of Plats, page 23, records of King County; Except the east 9 feet thereof for street; Situate in the City of Seattle, County of King, State of Washington

### Occidental Square

*S Main St &  
Occidental Ave S*

#### Legend

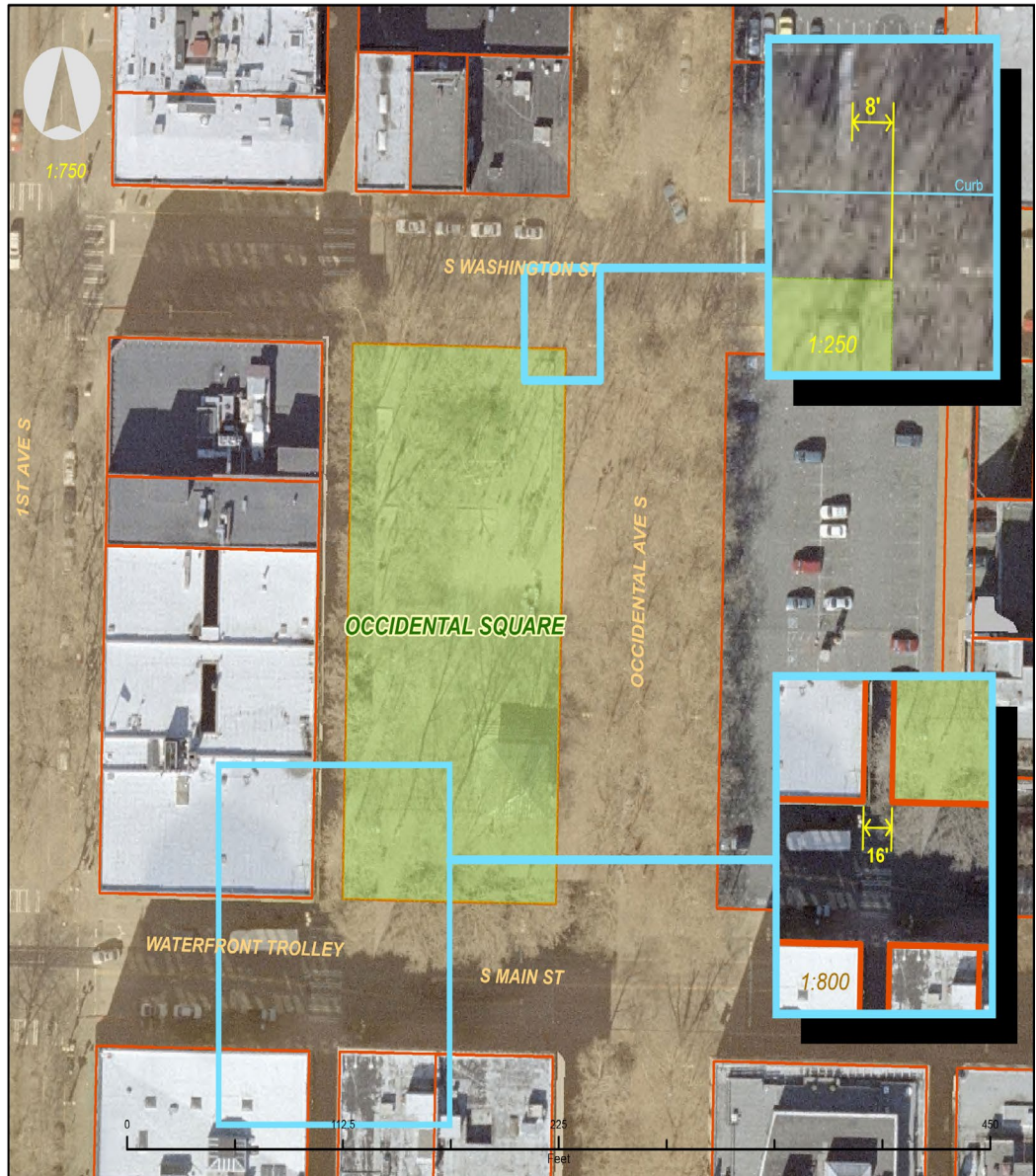
- Seattle Parks Property
- Parcel
- SDOT ROW



SEATTLE PARKS  
AND RECREATION  
©2012, CITY OF SEATTLE  
All rights reserved.

No warranties of any sort, including  
accuracy, fitness or merchantability  
accompany this product.

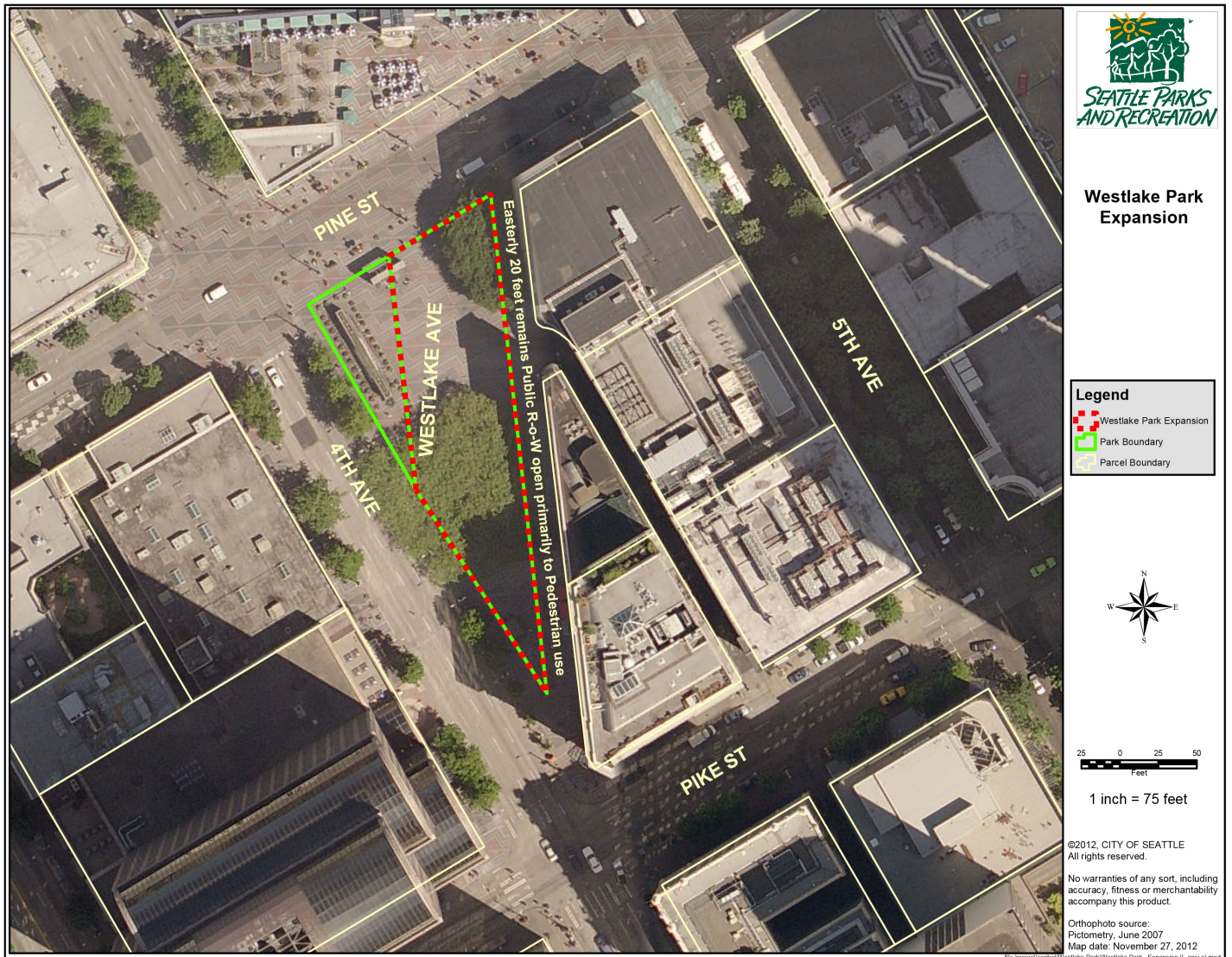
Map date: Sept 6, 2012





## EXHIBIT F Westlake Park Legal Description

Lots 1 and 4 and that portion of Lot 5 lying Westerly of Westlake Avenue, as now established, Block 19, A.A. Denny's 3<sup>rd</sup> Addition to Seattle and the westerly 70 feet of vacated Westlake Avenue as established by City of Seattle Condemnation Ordinance 7733, and vacated under Ordinance 124014, between the southerly margin of Pine Street and the easterly margin of 4<sup>th</sup> Avenue, all in Block 19 Addition to the Town of Seattle as laid out by A.A. Denny (commonly known as A.A. Denny's 3<sup>rd</sup> Addition to the City of Seattle) as per plat recorded in Volume 1 of Plats, page 33, Records of King County, Washington.



**EXHIBIT F – PROPERTY DESCRIPTION**  
**Bell Street Park**  
**Property Description**

Section 1.

The portion of Bell Street described as follows (the “Designated Portion”) is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

The portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6<sup>TH</sup> ADD, BLK 41 (between 1<sup>st</sup> and 2<sup>nd</sup>)

BELL AND DENNYS 2<sup>ND</sup> ADD, BLK 26 AND WILLIAM N. BELLS 3<sup>RD</sup> ADD, BLK A (between 2<sup>nd</sup> and 3<sup>rd</sup>)

BELL AND DENNYS 2<sup>ND</sup> ADD, BLK 36 & WILLIAM N. BELLS 3<sup>RD</sup> ADD, BLK B (between 3<sup>rd</sup> and 4<sup>th</sup>)

BELLS 5<sup>TH</sup> ADD, BLK L and BELLS 5<sup>TH</sup> ADD, BLK K (between 4<sup>th</sup> and 5<sup>th</sup>)

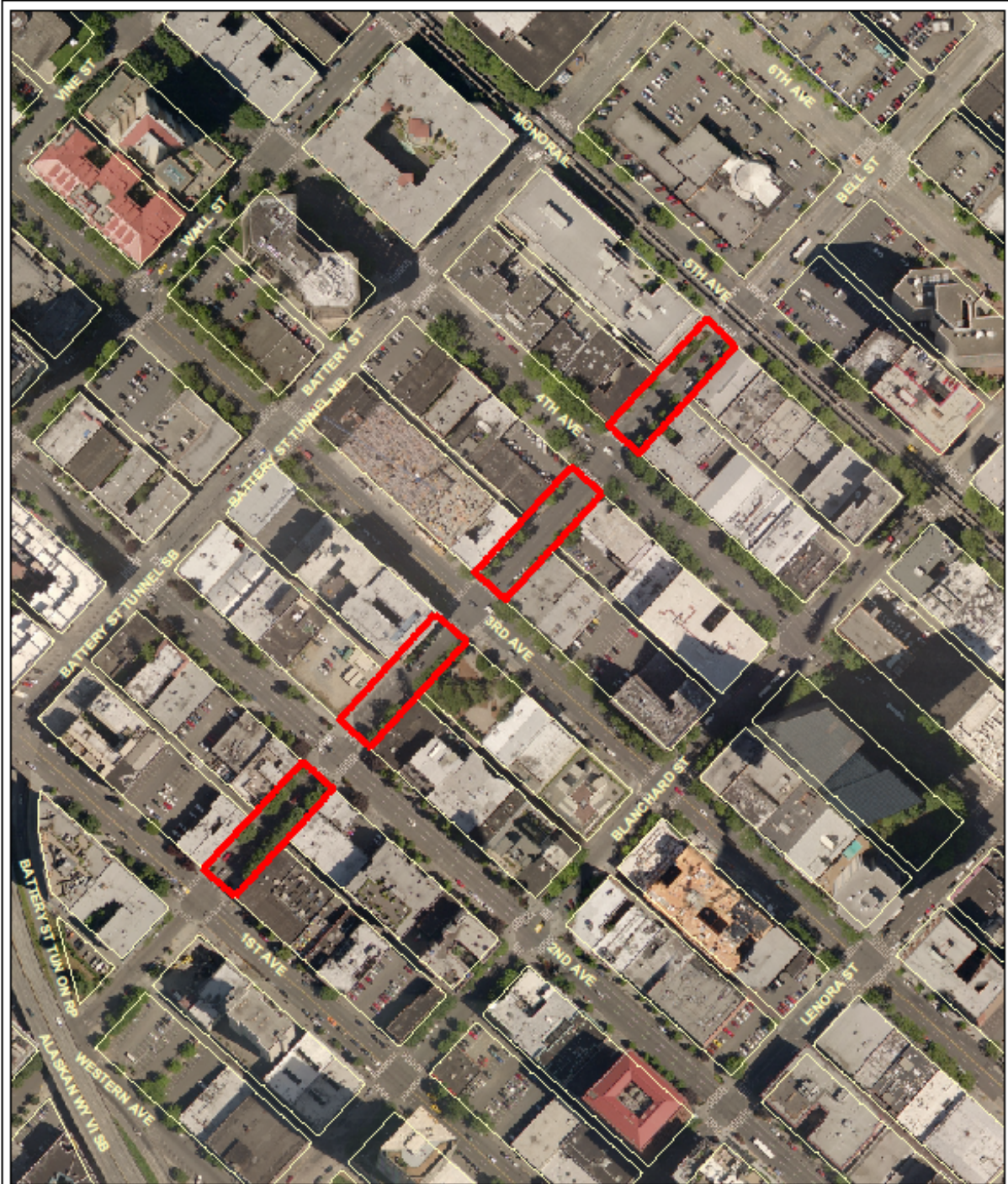
Section 2.

Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the designated portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3.

Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of this Ordinance, the description in Section 1 shall control.





**Legend**

- Right-of-Way
- Area to be boulevard

### Bell Street Boulevard



1 Inch = 200 feet



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All rights reserved

No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Orthophoto source:  
Fidomaty, June 2007  
Map date: September 28, 2009



## EXHIBIT F – PROPERTY DESCRIPTION

### Pioneer Square

### Property Description

#### Legal Description

BOREN AND DENNY'S ADD POR VAC ST (1ST AVE) ADJ BLK 4 OF SD ADD ALG WLY MGN OF SD BLK 4 TGW  
POR OF BLK KNOWN AS PIONEER SQUARE ADJ ALG MOST WLY MGN OF SD VAC ST LESS ELY 9.00 FT THOF  
FOR ALLEY

**PLat Block:**

**Plat Lot:** POR &







**Exhibit G: Bell Street MOA**  
**MEMORANDUM of AGREEMENT**  
**between**  
**SEATTLE DEPARTMENT of TRANSPORTATION,**  
**SEATTLE CITY LIGHT,**  
**SEATTLE PUBLIC UTILITIES,**  
**SEATTLE OFFICE OF ARTS & CULTURAL AFFAIRS**  
**and**  
**SEATTLE DEPARTMENT of PARKS and RECREATION**  
**Concerning**  
**BELL STREET PARK BOULEVARD**

This Memorandum of Agreement (MOA) is entered into by Seattle Department of Transportation (SDOT), Seattle City Light (SCL), Seattle Public Utilities (SPU), Seattle Office of Arts & Cultural Affairs (ARTS), and Seattle Department of Parks and Recreation (PARKS) for the purpose of defining roles and responsibilities for the maintenance and operation of Bell Street Park Boulevard. It is effective as of the final date of signature hereto. It may be amended, rescinded, or substituted by another agreement at any time by mutual consent of the parties or by legislative directive.

WHEREAS, Ordinance 123027 designated Bell Street between First Avenue and Fifth Avenue, excepting the avenue rights-of-way that cross Bell Street, a park boulevard and appropriated funds for the improvement thereof (hereinafter, the Bell Street Park Boulevard Development project); and

WHEREAS, improvements provided for under the Bell Street Park Boulevard Development project will include new roadway surface and features to serve vehicle use, as well as new sidewalk/pedestrian amenities and other park boulevard features to accommodate its use as a public gathering space and neighborhood park; and

WHEREAS, SDOT, SCL, SPU, ARTS, and PARKS seek to clarify maintenance responsibilities for improvements installed under the Bell Street Park Boulevard Development project; and

WHEREAS, those improvements have been negotiated among the participating departments to assure that Bell Street Park Boulevard adequately and effectively functions as a transportation and utility right-of-way and as a public park facility, and are specified in the Street Improvement Plan (SIP) required for the Bell Street Park Boulevard Development project.

NOW, THEREFORE, SDOT, SCL, SPU, ARTS, and PARKS agree as follows:

**1. ROADWAY SURFACE and PARK SURFACE TREATMENTS and MAINTENANCE**

The Bell Street Park Boulevard Development project will improve the 66-foot wide Bell Street right-of-way (ROW) within the confines of the Boulevard (i.e., excepting the intersecting avenues) with a new roadway surface of varying width, at a minimum of 17 feet in width. The remainder of the right-of-way will be improved with sidewalks and other pedestrian-oriented park improvements. The entire Bell Street Park Boulevard will be raised approximately 6" above the level of the intersecting avenues, accessed by access slopes (hereinafter, ramps) that conform to all current ADA requirements and follow City of Seattle Standards for Road, Bridge, and Municipal Construction (hereinafter, COS standards) and in accordance with the approved Street Improvement Plans.

Portions of Bell Street Park Boulevard open to motor vehicles, including travel lanes and parking areas and referred to as the "vehicle roadway," will be separated from the sidewalk/pedestrian/park areas by visible demarcation in the surface design. All surfacing installed under the Bell Street Park Boulevard Development project will conform to COS Standards.

SDOT is responsible for the maintenance of all vehicle roadway surfaces, including street cleaning and snow removal from street surfaces that are accessible to mobile street sweepers and snow removal equipment. All snow removal will follow the City's most current Winter Weather Readiness and Response Plan.

PARKS is responsible for cleaning street surface and snow removal in areas not accessible to mobile street sweepers and/or snow removal equipment, such as curb transitions and planted areas.

Plan sheets MP1.02, MP1.04, MP1.06, and MP1.08 for SDOT Street Improvement Plan (SIP) permit #143461, attached hereto, illustrate SDOT's and PARKS' areas of Bell Street Park Boulevard for purposes of this document.

**2. SIDEWALKS / PEDESTRIAN AREAS / PARK IMPROVEMENTS**

PARKS is responsible for the maintenance and cleaning of all sidewalk/pedestrian/park area surface improvements.

SDOT is responsible for the maintenance of sidewalks and crosswalks outside the confines of Bell Street Park Boulevard (i.e., the intersecting avenues).

### **3. CURBS and ACCESS SLOPES or RAMPS**

SDOT is responsible for the maintenance and future improvement of all SDOT standard curbing and ramps on Bell Street Park Boulevard and the intersecting and crossing rights-of-way.

PARKS is responsible for the maintenance of any non-standard curbs, and ramps that do not conform to the City of Seattle Standard Specifications for Municipal Construction, and the City of Seattle Standard Plans for Municipal Construction (non-standard) on Bell Street Park Boulevard.

### **4. RIGHT-OF-WAY STRIPING and CHANNELIZATION MARKINGS**

SDOT shall maintain all ROW striping and channelization markings, including crosswalk ladders, bicycle sharrows, or other bicycle designations, parking stall markings, no-parking areas, and fire lanes or emergency vehicle access within the roadway and vehicle areas of Bell Street Park Boulevard.

### **5. TRAFFIC CONTROL and SIGNAGE**

SDOT is responsible for maintenance and/or replacement, as necessary, of all traffic controls and traffic management signs, including parking regulatory signs, street identification signage, way-finding signage or kiosks on Bell Street Park Boulevard and for those controls and signs that regulate or identify the crossing or intersecting rights-of-way, including the avenues and alleys.

PARKS is responsible for the installation, maintenance, and repair or replacement of signs related to the operation of Bell Street Park Boulevard as a park.

### **6. TRAFFIC SIGNALS and RELATED EQUIPMENT**

SDOT is responsible for maintenance of all traffic signal equipment and Intelligent Transportation Systems (ITS) equipment on Bell Street Park Boulevard, including the signal interconnect system and equipment which may be installed at a future date.

## **7. PARKING PAY STATIONS and PARKING REGULATION**

SDOT is responsible for the installation, maintenance, security, protection, and operation of all parking pay stations, meters, signs, and pavement or curb markings for parking regulation and enforcement.

## **8. SITE FURNISHINGS**

All site furnishings and permanent, constructed park improvements, including seat walls and other fixed seating, trash/recycling receptacles, and non-standard bike racks, installed by PARKS on Bell Street Park Boulevard will be maintained by PARKS.

## **9. TREES, LANDSCAPING, and IRRIGATION**

PARKS will manage and maintain all street trees and public park vegetative landscaping and associated non-vegetative landscaping elements on Bell Street Park Boulevard, including tree pits, planters, and decorative or safety fencing, initially installed under the Bell Street Park Boulevard Development project or subsequently installed by PARKS.

PARKS will manage and maintain irrigation systems, including metering and power, for the park landscaping and street trees on Bell Street Park Boulevard.

Private landscaping or ornamental improvements associated with abutting private properties (e.g., planter boxes, railings, decorative installations) that extend beyond the private property boundary onto Bell Street Park Boulevard may be allowed, at PARKS' sole discretion, as the responsibility of the private owners under terms of a Parks Revocable Use Permit or some other form of written permission from PARKS.

## **10. UTILITIES**

As a park boulevard and street right-of-way, Bell Street Park Boulevard continues to function as a utility right-of-way. Utility installations that comprise part of an overall service infrastructure remain the responsibility of the individual utility entity (e.g., telephone, cable TV) or the operating public utility (e.g., City Light, Seattle Public Utilities, King County Metro).

All sanitary, combined, and stormwater drainage and sewer mainlines remain the responsibility of Seattle Public Utilities (SPU). Lateral sanitary, combined, and

stormwater lines serving adjacent private properties are the responsibility of the private properties they serve.

The Bell Street Park Boulevard lateral stormwater drainage lines, trench drains, and drainage structures on the blocks between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, 3<sup>rd</sup> and 4<sup>th</sup> Avenues, and 4<sup>th</sup> and 5<sup>th</sup> Avenues will be owned by PARKS and be PARKS' responsibility to maintain, repair, or replace to the point of connection to the existing SPU catch basin as shown on the attached plan sheets, nearest the corresponding Avenues.

The Bell Street Park Boulevard lateral stormwater drainage lines and structures on the block between 1<sup>st</sup> and 2<sup>nd</sup> Avenues will be owned by PARKS and will be PARKS' responsibility to maintain, repair, or replace to the point of connection to the existing SPU mainline in Bell Street Park Boulevard, as shown on the attached plan sheets.

Parks will provide SDOT and/or SPU with any specialized parts required to repair or replace any portion of the trench drains on the blocks between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, 3<sup>rd</sup> and 4<sup>th</sup> Avenues, and 4<sup>th</sup> and 5<sup>th</sup> Avenues.

#### **11. STREET LIGHTING / PARK LIGHTING and ELECTRIC POWER ACCESS**

PARKS is responsible for installation, maintenance, or replacement of all new non-standard street and pedestrian lighting installed as part of the Bell Street Park Boulevard Development project. The new roadway street lighting, designated LB, and pedestrian lighting designated LA & LA1, are shown on plans LT1.01 – LT1.11 of approved plans for SIP #131891.

All roadway street lighting, designated LB on the approved SIP plans, will be connected to an un-metered disconnect located at the PARKS electrical cabinet on each block of the park. The disconnect(s) will provide a point of demarcation defining where SCL's responsibility ends and PARKS' responsibility begins. The operating expense for supplying energy to the street lighting (designated LB used for roadway lighting) will be paid out of the City's s general fund.

PARKS will be responsible for the installation of the SCL approved electrical service as an element of the Bell Street Park Boulevard Development project. The installation will adhere to a design approved by SCL. The electrical service on each block must be inspected and approved at key inspection hold points by a SCL designated inspector(s) before power is supplied to the system. PARKS is responsible for the maintenance and repair of the lighting system from the un-metered service disconnect to the PARKS designated equipment.

All other electrical loads associated with operation of Bell Street Park Boulevard will be connected to the electrical service through a meter located at the PARKS

electrical cabinet on each block of the park. All un-metered and metered loads from a service point (external service disconnect) will be inspected and approved by Department of Planning and Development prior to acceptance by SCL. All metered operating expenses will be the responsibility of PARKS.

## **12. PERMITTING**

PARKS is responsible for all permitting activities outside of the vehicle roadway. SDOT is responsible for all permitting activities within the vehicle roadway. The SDOT Director or the PARKS Superintendent may, by mutual agreement and consistent with SMC Section 15.04.015, delegate permitting authority to each other for use and occupancy of public places under their jurisdiction.

### **A. Utility Access**

Access within the vehicle roadway portion of Bell Street Park Boulevard for repair, replacement, maintenance, or installation of utilities will be permitted by SDOT as Street Use Permits.

Access outside of the vehicle roadway, within the sidewalk/pedestrian/park areas of Bell Street Park Boulevard for repair, replacement, maintenance, or installation of utilities will be permitted by PARKS. At PARKS' discretion, PARKS may delegate authority to SDOT to allow temporary use or occupancy of the non-roadway portions of Bell Street Park Boulevard under conditions of a Street Use Permit.

### **B. Adjacent Development / Improvement / Revision**

Applications or proposals for adjacent new development or revisions to existing buildings will be reviewed and permitted according to DPD requirements with PARKS' review and comments to DPD. Utility improvements within the vehicle roadway portion of Bell Street Park Boulevard will be reviewed by and permitted by SDOT, as required. The permitting authority for SIP permits for all portions of Bell Street Park Boulevard shall be delegated to SDOT by PARKS under the authority of SMC Section 15.04.015. If PARKS delegates permitting authority to SDOT, PARKS shall be the primary reviewer of any SIP applications.

### **C. Sidewalk Cafés and Street Food Vending**

The permitting authority for Sidewalk Cafés (SMC Chapter 15.16) and Street Food Vending (SMC Chapter 15.17) outside the roadway portion of the Bell Street Park Boulevard shall be delegated to SDOT by PARKS under the authority of SMC Section 15.04.015. Under this authority, PARKS shall be the primary reviewer of any proposed street uses for sidewalk café and Street Food Vending permit applications. If PARKS approves the application, SDOT will review the permit application for

mobility impacts and for compliance with other regulations in SMC Chapters 15.16 and 15.17.

**D. Special Events**

Special events requiring closure of the roadway portion of Bell Street Park Boulevard will be reviewed by the Seattle Special Events Committee and permitted by PARKS.

**13. LITTER COLLECTION and SURFACE CLEANING**

PARKS will install litter/trash and recycling receptacles as part of the site furnishings of the Bell Street Park Boulevard Development project. Additional receptacles may be placed by PARKS for peak seasonal use or events. PARKS is responsible for collection from all PARKS receptacles.

PARKS is responsible for all routine and typical "day-to-day" maintenance or surface cleaning of sidewalks and pedestrian areas of Bell Street Park Boulevard project including removal of litter and debris and pressure washing of hard surfaces.

PARKS is not responsible for trash or recycling collection in adjacent alleys or from adjacent private properties or for cleaning at entryways of adjacent residences or businesses beyond the street ROW line.

**14. ART**

The Bell Street Park Boulevard Development project includes public art installation(s) funded by 1% for Arts funds administered by the public art program of the Office of Arts & Cultural Affairs (ARTS). ARTS will install, clean, maintain, and repair or replace, as necessary or desirable, all art funded by 1% for Art funds. No additional permanent art installations will be allowed on Bell Street Park Boulevard without PARKS' approval after consultation with ARTS.

Temporary art displays or installations may be allowed, at PARKS' sole discretion, under terms of a Parks Revocable Use Permit or some other form of written permission from PARKS. PARKS may request or require review by other City departments. All costs associated with temporary art, including costs for installation, maintenance, insurance, and full restoration of Bell Street Park Boulevard after removal of the temporary art, will be the responsibility of the sponsoring entity.

**15. GRAFFITI REMOVAL**



PARKS is responsible for graffiti removal from park furnishings and park elements (e.g., benches, seating walls, park signs, trash/recycling receptacles).

SDOT is responsible for graffiti removal from improvements and installations that are maintained by SDOT (e.g., traffic signs, parking pay stations, street surfaces).

ARTS is responsible for graffiti removal on artwork in the City of Seattle's collection managed by the ARTS. PARKS will notify ARTS if artwork on Bell Street Park Boulevard is defaced or damaged. ARTS will handle restoration of the artwork unless ARTS chooses to delegate the restoration to PARKS, in which case, ARTS will reimburse PARKS for the costs of such restoration work.

Graffiti removal from buildings adjacent to Bell Street Park Boulevard or private improvements associated with those buildings is the responsibility of the private property owner. Failure to remove graffiti is subject to enforcement action under SMC Chapter 10.07.

## **16. CLAIMS**

Claims against the City for damage or injury occurring on Bell Street Park Boulevard that are related to a park improvement or park function will be processed by PARKS. Any claims against the City associated with the non-standard drainage infrastructure installed as part of the Bell Street Park Boulevard project will be the responsibility of Parks. If the claim relates to a transportation element or a transportation or public right-of-way utility function, the claim will be handled by SDOT.

## **17. IMPLEMENTATION of MAINTENANCE PROVISIONS of MOA**

The maintenance responsibilities described herein will become operational upon substantial completion of the Bell Street Park Boulevard Development project. Substantial completion for purposes of this document is understood to be when the park-like features are in place and completed to a level that affords beneficial use to the public. Substantial completion is after all design features described in the Street Improvement Permit (SIP) are in place and completed to a level that meets the approved project and design plans.

## **18. DISPUTE RESOLUTION**


If disputes arise regarding interpretation or application of the terms and conditions of this agreement that cannot be resolved at the staff level,

appropriate representatives of the affected departments will resolve the matter in a timely manner.

**19. COUNTERPARTS**

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

  
\_\_\_\_\_  
**Peter Hahn,** **4.12.13**  
**Director of Transportation** **Date**

\_\_\_\_\_  
**Christopher Williams,** **Date**  
**Acting Superintendent of Parks and Recreation**

\_\_\_\_\_  
**Jorge Carrasco,** **Date**  
**Superintendent of Seattle City Light**

\_\_\_\_\_  
**Ray Hoffman,** **Date**  
**Director of Public Utilities**

\_\_\_\_\_  
**Randy Engstrom** **Date**  
**Interim Director of Seattle Office of Arts & Cultural Affairs**

**Attachments:** Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08

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**Peter Hahn,** **Date**  
**Director of Transportation**

 *3/28/13*  
**Christopher Williams,** **Date**  
**Acting Superintendent of Parks and Recreation**

---

**Jorge Carrasco,** **Date**  
**Superintendent of Seattle City Light**

---

**Ray Hoffman,** **Date**  
**Director of Public Utilities**

---

**Randy Engstrom** **Date**  
**Interim Director of Seattle Office of Arts & Cultural Affairs**

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**Director of Transportation**

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**Christopher Williams,** **Date**  
**Acting Superintendent of Parks and Recreation**

---

 **5/23/13**  
**Jorge Carrasco,** **Date**  
**Superintendent of Seattle City Light**

---

**Ray Hoffman,** **Date**  
**Director of Public Utilities**

---

**Randy Engstrom** **Date**  
**Interim Director of Seattle Office of Arts & Cultural Affairs**

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**Director of Transportation**


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**Jorge Carrasco,** **Date**  
**Superintendent of Seattle City Light**

---

 **Date**  
**Ray Hoffman,** **3/12/13**  
**Director of Public Utilities**

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**Randy Engstrom** **Date**  
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**Director of Transportation**

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**Acting Superintendent of Parks and Recreation**

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**Jorge Carrasco,** **Date**  
**Superintendent of Seattle City Light**

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**Ray Hoffman,** **Date**  
**Director of Public Utilities**

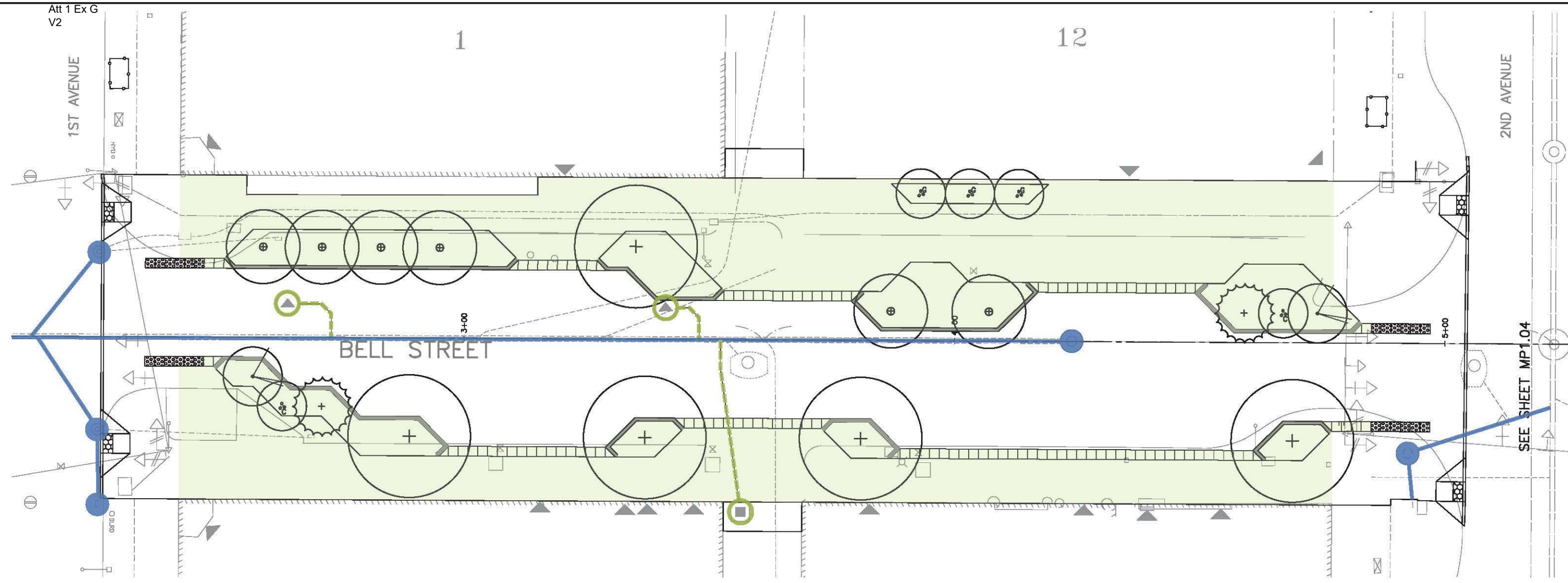
 

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**Randy Engstrom** **Date**  
**Interim Director of Seattle Office of Arts & Cultural Affairs**

**Attachments:** Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08





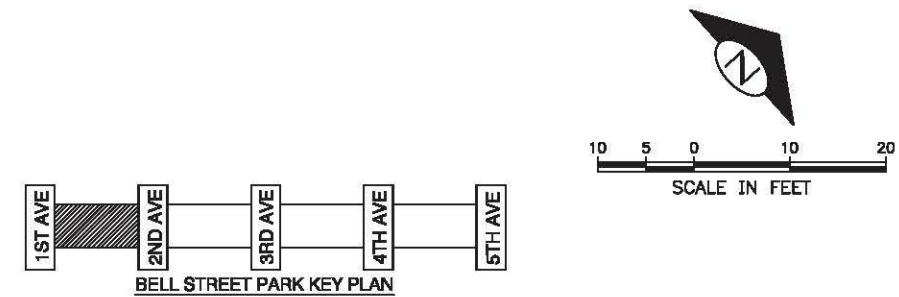
**LEGEND:**

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

Printed: Nov 16, 2012 - 2:05:07pm By: rsmc  
 File: G:\061\060306\SSP\Current\MP1.02.MXD

DATE	MARK	NATURE	REVISIONS	MADE BY	CHKD	REV'D

**REVIEWED:**  
 PARK ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



**90% STREET IMPROVEMENT PLAN/100% PARKS REVIEW**  
NOT FOR CONSTRUCTION

**svr DESIGN COMPANY**  
 1205 SECOND AVE, SUITE 200  
 SEATTLE, WA 98101  
 T 206.323.0296  
 F 206.428.0135  
 www.svrdesign.com

**PLEASE CALL BEFORE YOU DIG.**  
 See COS Section 1-07.28 and RCW Chapter 19.122

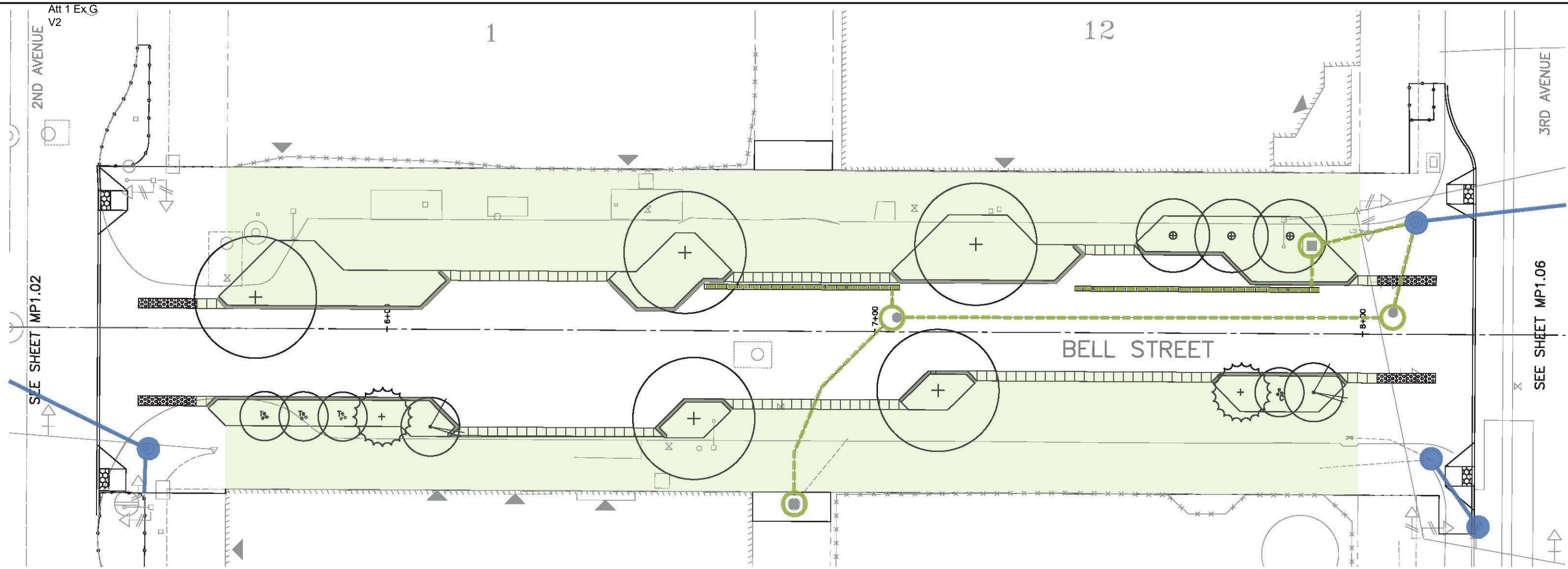
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20.....	DESIGNED: SCS/AML . . . 11/09/2012
REVIEWED BY SPU/DRAINAGE	CHECKED: JVS . . . 11/08/2012
20.....	DRAWN: JZ/KSA . . . 11/09/2012
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	CHECKED: AML/TVS . . . 11/08/2012
20.....	DESIGN REVIEW JVS . . . 11/09/2012

INITIALS AND DATE	REVIEWED:
PROJECT MANAGER	REVISED AS-BUILT

**City of Seattle**  
**Seattle Department of Transportation**  
 SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
 MOA MAINTENANCE PLAN  
 1ST AVENUE TO 2ND AVENUE

SDOT PROJECT NO.	131891
Vault Plan No.	
Vault Serial No.	
75	
SHEET MP1.02 OF	



SEE SHEET MP1.02

SEE SHEET MP1.06

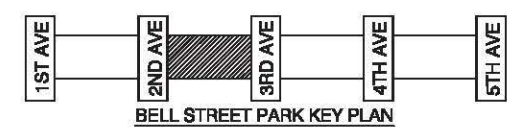
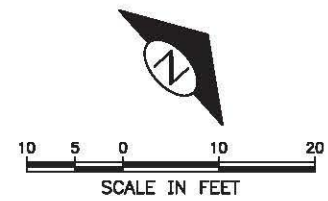
**LEGEND:**

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

DATE	MARK	NATURE	REVISIONS	MADE BY	REV'D

REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_  
PARK ENGINEER

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



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**SvR DESIGN COMPANY**  
1205 SECOND AVE, SUITE 200  
SEATTLE, WA 98101  
T 206.323.0256  
F 206.428.0135  
www.svrdesign.com

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REVIEWED BY SPU/WATER ENGINEERING	20.....
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NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: SCS/AML . . . 11/09/2012	REVIEWED: _____
CHECKED: JVS . . . 11/08/2012	PROJECT MANAGER
DRAWN: JZ/KSA . . . 11/09/2012	REVISED AS-BUILT: _____
CHECKED: AML/TVS . . . 11/08/2012	DESIGN REVIEW JVS . . . 11/09/2012

City of Seattle  
**Seattle Department of Transportation**

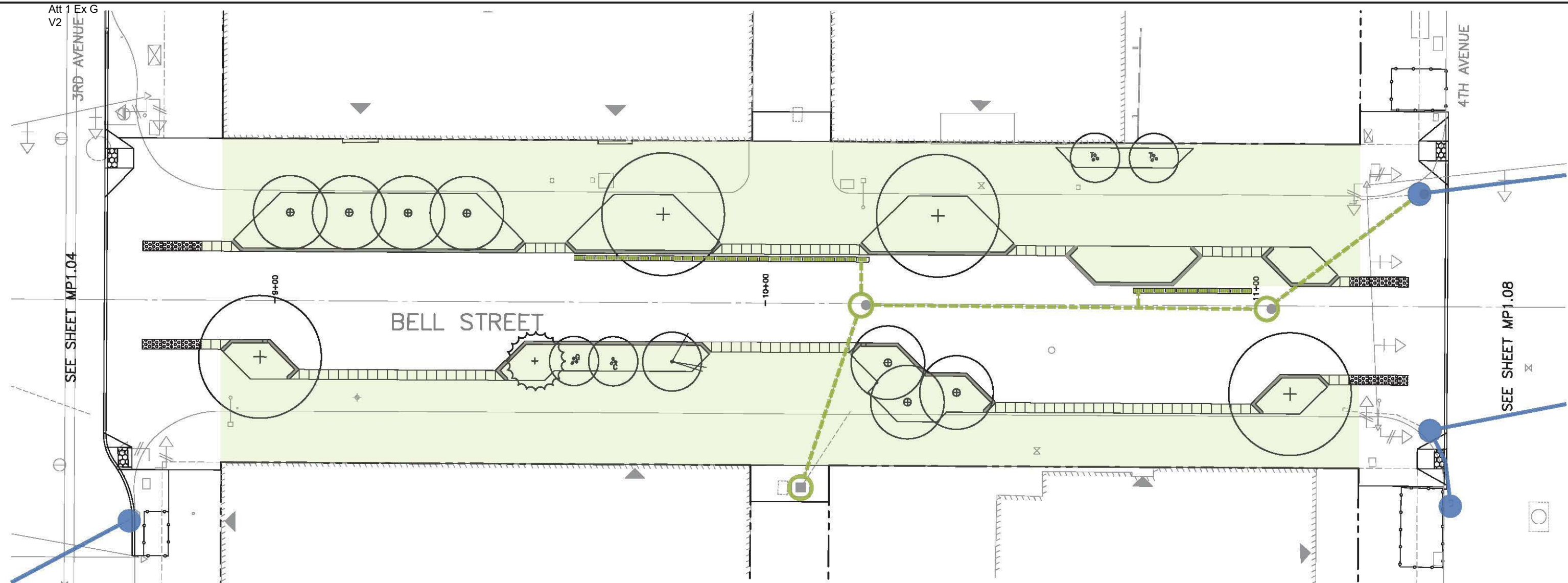
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**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
2ND AVENUE TO 3RD AVENUE

SDOT PROJECT NO.	131891
Vault Plan No.	
Vault Serial No.	
70	
SHEET MP1.04 OF	

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SEE SHEET MP1.04

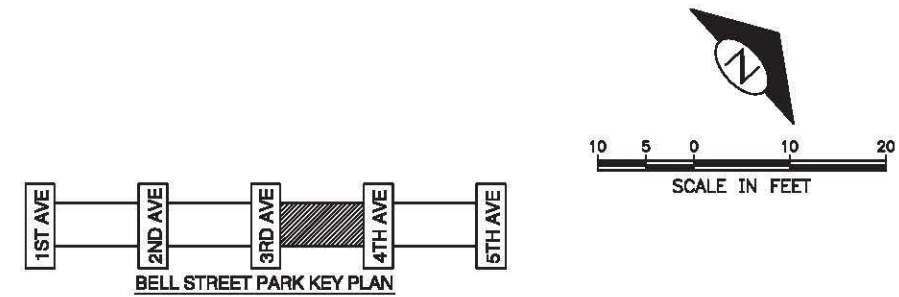
SEE SHEET MP1.08

**LEGEND:**

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

**REVIEWED:**  
PARK ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

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www.svrdesign.com

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REVIEWED BY SPU/DRAINAGE	20.....	CHECKED: JVS	11/09/2012
DRAWN: JZ/XSA	11/09/2012	PROJECT MANAGER	
CHECKED: AML/TVS	11/09/2012	DESIGN REVIEW JVS	11/09/2012
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20.....	REVISED AS-BUILT	
		All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.	

**City of Seattle**  
**Seattle Department of Transportation**

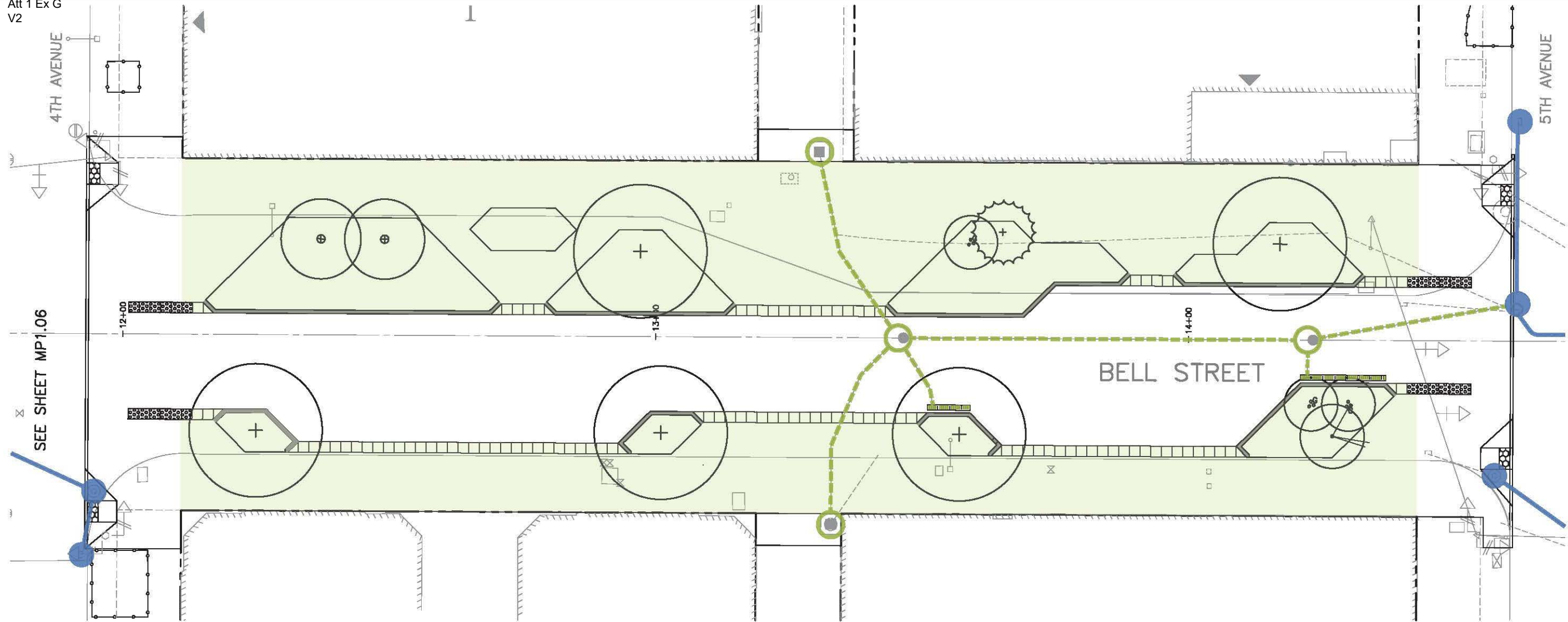
SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
3RD AVENUE TO 4TH AVENUE

SDOT PROJECT NO.	131891
Vault Plan No.	
Vault Serial No.	
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	SHEET MP1.06 OF

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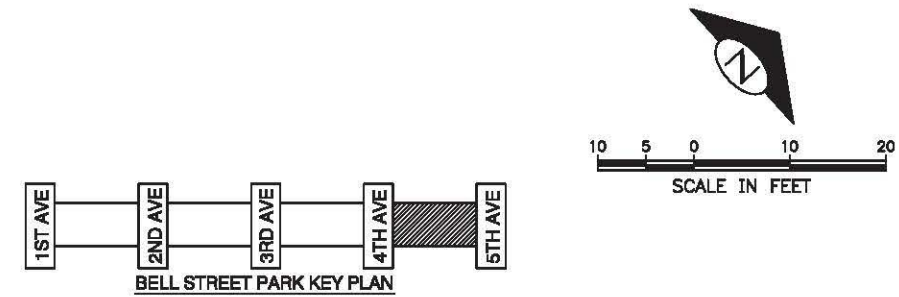


**LEGEND:**

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

**REVIEWED:** \_\_\_\_\_ DATE \_\_\_\_\_  
PARK ENGINEER

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DATE	MARK	NATURE	REVISIONS	MADE	CHK'D	REV'D

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DESIGNED: SCS/AML	11/09/2012	DESIGNED: SCS/AML	11/09/2012
CHECKED: JVS	11/09/2012	CHECKED: JVS	11/09/2012
REVIEWED BY SPU/DRAINAGE	20.....	DRAWN: JZ/XSA	11/09/2012
DESIGNED: JZ/XSA	11/09/2012	CHECKED: AML/TVS	11/09/2012
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20.....	DESIGN REVIEW: JVS	11/09/2012
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**City of Seattle**  
**Seattle Department of Transportation**

SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
4TH AVENUE TO 5TH AVENUE

SDOT PROJECT NO.	131891
Vault Plan No.	
Vault Serial No.	
78	
SHEET MP1.08 OF	



Ordinance No. 123027

Council Bill No. 116560

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

CF No. \_\_\_\_\_

Date Introduced:	<u>6-15-09</u>	
Date 1st Referred:	To: (committee)	Parks & Seattle Center (PSC)
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>6-29-09</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>6-30-09</u>	<u>7-8-09</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input type="checkbox"/> F.T. <input checked="" type="checkbox"/>
<u>7-8-09</u>	<u>5P</u>	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: [Signature]  
Councilmember

## Committee Action:

6-23-09 pass as amended 2-0 TR, TB  
(E) LH

6-29-09 Pass as amended 9-0

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(initial/date)

*Law Department*

Law Dept. Review      OMP Review      City Clerk Review      Electronic Copy Loaded      Indexed



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

ORDINANCE 123027

1  
2  
3 AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy;  
4 designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park  
5 boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the  
6 Seattle Municipal Code (Description and Maps of Park Drives and Boulevards);  
7 transferring administrative jurisdiction over that portion of Bell Street from the Seattle  
8 Department of Transportation to the Department of Parks and Recreation; authorizing the  
9 transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending  
10 the 2009-2014 Capital Improvement Program; establishing a new project; and increasing  
11 appropriations in connection thereto; all by a three-fourths vote of the City Council.

12 WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle  
13 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts  
14 to integrate green infrastructure and urban sustainability efforts; and

15 WHEREAS, in 1998 the Belltown / Denny Regrade Neighborhood Plan was completed, calling  
16 for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to  
17 provide usable open space and improve connections to adjacent parks and the waterfront;  
18 and

19 WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens'  
20 Advisory Committee to ensure citizen participation in the development of a potential  
21 package of parks, open space, boulevards, trails, green infrastructure, and recreation  
22 projects and a proposed set of options to fund the package; and

23 WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly  
24 appointed and after spending many hours in open meetings and receiving public  
25 testimony and deliberating on the levy, voted by a strong majority to recommend that the  
26 City Council place a \$145.5 million six-year levy proposal for park purposes before the  
27 voters of Seattle; and

28 WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749,  
placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of  
Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on  
November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better  
coordination between City departments in creating green infrastructure and green

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

1 connections on City-owned land, including but not limited to, street ends, and utility and  
street rights-of-way, and requests the identification of prototype projects; and

2 WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that  
3 provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell  
4 Street, which is located in the Belltown Urban Village; and

5 WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential  
neighborhood park acquisition; and

6 WHEREAS, the Department of Parks and Recreation considers Belltown as significantly  
7 underserved with quality open space and is, therefore, a priority for additional  
8 development of parks and open space; and

9 WHEREAS, the development of a Park Boulevard would provide the same benefits as a  
neighborhood park and is a far more viable approach given the scarcity and high cost of  
10 land suitable for park acquisition and development in the downtown area; and

11 WHEREAS, the Belltown Community Council, the Belltown Business Association and the  
12 Belltown Housing and Land Use Committee have requested that the City prioritize  
development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition: and

13 WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that  
14 the Department of Parks and Recreation pursue the Bell Park Boulevard street project  
15 using Parks and Green Spaces Levy funds; and

16 WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee  
17 approved a Parks Department recommendation to amend Ordinance 122749 to transfer  
18 \$2.5 million from the acquisition to development category for Bell Street Park Boulevard  
Development, NOW, THEREFORE

19  
20 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

21 Section 1. The portion of Bell Street described as follows (the "Designated Portion") is  
22 hereby designated as a park boulevard, and administrative jurisdiction over the property  
23 transferred, without charge, from the Seattle Department of Transportation to the Seattle  
24 Department of Parks and Recreation:  
25

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

1 That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the  
2 following blocks:

3 BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6TH ADD, BLK 41  
4 (between 1st and 2nd)

5 BELL AND DENNYS 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK  
6 A (between 2nd and 3rd)

7 BELL AND DENNYS 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK  
8 B (between 3rd and 4th)

9 BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

10 Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal  
11 Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the  
12 Designated Portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.  
13

14 Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15  
15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of  
16 the map, attached to this ordinance as Exhibit 1, depicting the Designated Portion. In the event  
17 of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the  
18 description in Section 1 shall control.  
19  
20

21 Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title  
22 23 of the Seattle Municipal Code, and other codes containing applicable development standards,  
23 the Designated Portion of Bell Street shall continue to be considered a street.  
24  
25  
26  
27  
28

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

1 Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the  
2 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is  
3 transferred to the Development Category, decreasing the Neighborhood Park Acquisition  
4 subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood  
5 Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000  
6 and allocating \$2,500,000 to Bell Street Park Boulevard Development.  
7

8 Section 6. In order to pay for necessary capital costs and expenses incurred, or to be  
9 incurred, but for which insufficient appropriations were made due to causes that could not  
10 reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the  
11 following item in the 2009 Adopted Budget is increased from the funds shown, as follows:  
12

Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

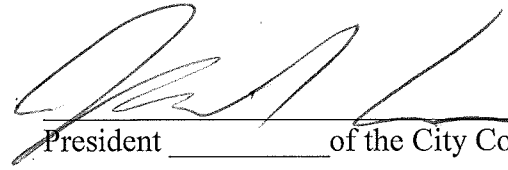
16  
17 Section 7. The 2009-2014 Adopted Capital Improvement Program is amended to include  
18 the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street  
19 Park Boulevard Development.  
20

21 Section 8. This ordinance shall take effect and be in force thirty (30) days from and after  
22 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
23 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.  
24  
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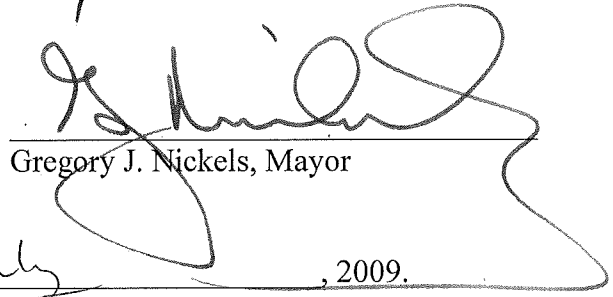
Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

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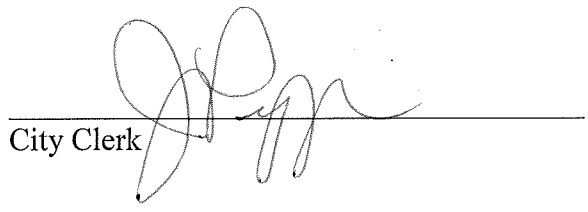
Passed by a three-fourths (3/4) vote of all the members of the City Council the 29<sup>th</sup>  
day of June, 2009, and signed by me in open session in authentication  
of its passage this 29 day of June, 2009.

  
\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this 8<sup>th</sup> day of July, 2009.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 8<sup>th</sup> day of July, 2009.

  
\_\_\_\_\_  
City Clerk

(Seal)

- Exhibit 1: Bell Street Park Boulevard
- Exhibit 2: 2008 Parks Levy Project Description



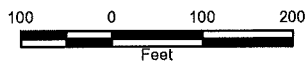
Exhibit 1



**Legend**

- Right-of-Way
- Area to be boulevard

**Bell Street Boulevard**



1 inch = 200 feet



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No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: May 28, 2009



Terry Roche  
DPR Bell Street Park Boulevard ORD Exhibit 2  
Version #3

## Exhibit 2

### 2008 Parks Levy Project Description (2009-2014 Capital Improvement Program)

#### Bell Street Park Boulevard Development

<b>BCL/Program Name:</b>	2008 Parks Levy- Neighborhood Parks and Playgrounds	<b>BCL/Program Code:</b>	K720020
<b>Project Type:</b>	New Facility	<b>Start Date:</b>	3rd Quarter 2009
<b>Project ID:</b>	K730138	<b>End Date:</b>	4th Quarter 2010
<b>Location:</b>	Bell Street between 1 <sup>st</sup> Avenue and 5th Avenue		
<b>Neighborhood Plan:</b>	Denny Regrade/Belltown	<b>Neighborhood Plan Matrix:</b>	K51.2
<b>Neighborhood District:</b>	Downtown	<b>Urban Village:</b>	Denny Regrade/Belltown Urban Village/Center

This project funds the development of Bell Street between 1<sup>st</sup> Avenue and 5th Avenue as a Park Boulevard. After transfer of jurisdiction for this portion of Bell Street from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation, new park space will be created for the Belltown neighborhood. This project is part of the 2008 Parks Levy.

	LTD Actuals	2009	2010	2011	2012	2013	2014	Total
<b>Revenue Sources</b>								
Seattle Voter-Approved Levy	0	2,500	0	0	0	0	0	2,500
<b>Project Total:</b>	0	2,500	0	0	0	0	0	2,500
<b>Fund</b>								
<b>Appropriations/Allocations</b>								
2008 Parks Levy Fund	0	2,500	0	0	0	0	0	2,500
<b>Appropriations Total*</b>	0	2,500	0	0	0	0	0	2,500
<b>O &amp; M Costs (Savings)</b>	0	N/C	N/C	N/C	N/C	N/C	N/C	N/C

\*This detail is for information only. Funds are appropriated in the budget at the Budget Control Level. Amount in thousands of dollars.

**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Parks and Recreation	Terry Roche/233-2776	Marshall Foster /684-8413

**Legislation Title:** AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

**Summary and background of the Legislation:** This legislation:

1. Designates a portion of Bell Street between 1st Avenue and 5th Avenue as a Park Boulevard;
2. Transfers jurisdiction of that portion from the Seattle Department of Transportation to the Department of Parks and Recreation;
3. Transfers \$2.5 million allocated in the 2008 Parks and Green Spaces Levy from the Acquisition Category to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020); and
4. Establishes a new project, Bell Street Park Boulevard Development (K730138) in the 2009-2014 Adopted Capital Improvement Program and appropriates \$2,500,000 for this project.

The Belltown neighborhood has the city’s highest residential density and contains the majority of Downtown’s residents, yet lacks adequate parks and open space. This legislation designates a portion of Bell Street (from 1<sup>st</sup> Avenue to 5<sup>th</sup> Avenue) as a Park Boulevard and transfers administrative jurisdiction for that portion of Bell Street from the Seattle Department of Transportation (SDOT) to the Seattle Department of Parks and Recreation (DPR). This will allow DPR to develop this right-of-way for park use and extend the regulations for City of Seattle park lands to portions of this property. As a Park Boulevard, the parcel will provide useable park space in the dense urban setting of Belltown while continuing to serve traffic functions.

In 2007, the Seattle City Council created the Parks and Green Levy Citizens’ Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package. The Parks and Green Spaces Levy Citizens’ Advisory Committee, after being duly appointed, spending many hours in open meetings receiving public testimony,



and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145 Million Dollar six-year levy proposal for park purposes, before the voters of Seattle. In response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2 before the voters of Seattle. Seattle voters approved the 2008 Parks and Green Spaces Levy on November 4, 2008.

As a companion piece of legislation to Ordinance 122749, Resolution 31073 articulated the need for better coordination between City departments in creating green infrastructure and green connections on City-owned land and to develop prototype projects. Seattle City Light is currently replacing infrastructure in the Bell Street right-of-way which provides the City with an opportunity to deliver the Park Boulevard project with some cost savings by coordinating with the City Light project.

Belltown Urban Village is identified in Ordinance 122749 as a priority neighborhood park acquisition area. Development of a Park Boulevard meets the goals of the Belltown neighborhood plan, which calls for the development of a Park Boulevard as a strategy for providing more green space in the neighborhood. Development of a Park Boulevard would provide the benefits of a new neighborhood park at a fraction of the cost. In May 2009, the Parks and Green Spaces Levy Citizen Oversight Committee recommended that the Department of Parks and Recreation pursue the Bell Street Park Boulevard project using Parks and Green Spaces Levy funds.

If this legislation passes and the site is transferred to Parks and designated as a Park Boulevard, the Department of Transportation and the Department of Parks and Recreation will enter into a Memorandum of Understanding (MOU) relating to park improvements, maintenance and operations, street use, liability, and other responsibilities relevant to the project.

Existing SDOT maintenance, permitting, and other responsibilities for those portions of the Park Boulevard shall remain in place until the Bell Street Park Boulevard project is under construction. Consequently, no additional operation and maintenance funds are needed at this time. When the park is developed there will be additional operational and maintenance costs. Costs have not been calculated yet, but will be incorporated in future annual budget processes.

<b>Project Name:</b>	<b>Project I.D.</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date</b>
Bell Street Park Boulevard Development	K730138	Bell Street between 1st Avenue and 5th Avenue	3 <sup>rd</sup> Quarter 2009	4 <sup>th</sup> Quarter 2010

**X** **This legislation creates, funds, or anticipates a new CIP Project.** The current CIP is being amended through this ordinance.



**X This legislation has financial implications.**

***Appropriations:***

<b>Fund Name and Number</b>	<b>Department</b>	<b>Budget Control Level*</b>	<b>Existing 2009 Appropriation</b>	<b>New 2009 Appropriation (if any)</b>	<b>2010 Anticipated Appropriation</b>
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Neighborhood Parks and Playgrounds (K720020)	\$8,800,000	\$2,500,000	
<b>TOTAL</b>			<b>\$8,800,000</b>	<b>\$2,500,000</b>	

**Notes:** \$7,400,000 was appropriated via Ordinance 122959; legislation was sent to Council in May 2009 to appropriate another \$1,400,000 for this BCL.

***Spending Plan and Future Appropriations for Capital Projects (\$000's):***

<b>Spending Plan and Budget</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
Spending Plan	\$ 500	\$2,000					<b>\$2,500</b>
Current Year Appropriation	\$2,500						
Future Appropriations							<b>0</b>

**Notes:** Improvements include removing existing pavement, sidewalk (50% to remain) and curb; installing new standard and paver sidewalk, new curb, asphalt overlay for travel lane, bio-retention and traditional underground detention to satisfy code compliance (flow control in CSO basin), create on-street parking; and wheel chair ramps. Temporary asphalt pavement, curb and sidewalk, along the south curb between 2nd Ave and 5th Ave. will be removed and replaced with permanent facilities.

This estimate is for the project addressed in this legislation only. Levy projects received appropriation authority for Levy proceeds in Ordinance 122959 and additional appropriations are being requested in conjunction with the Jobs Forward Initiative.



**Funding source (\$000's):**

<b>Funding Source (Fund Name and Number, if applicable)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
2008 Parks Levy Fund (33860)	\$2,500	\$0	\$0	\$0	\$0	\$0	\$2,500
<b>TOTAL</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500</b>

**Notes:** The appropriation for the project in this legislation is just one portion of the funds expected from the 2008 Parks Levy to be deposited in the 2008 Parks Levy Fund each May and November.

**Bond Financing Required:** N/A

**Uses and Sources for Operation and Maintenance Costs for the Project:** N/C

<b>O&amp;M</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
<b>Uses</b>	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Start Up							
On-going							
<b>Sources (itemize)</b>	N/C	N/C	N/C	N/C	N/C	N/C	N/C

**Notes:** Implementation of this Levy project will lead to increased operating costs for DPR. The Levy does not include funding for ongoing costs, so other City resources will be needed. Costs have not been calculated yet, but will be incorporated in future annual budget processes.

**Periodic Major Maintenance costs for the project:** N/C

<b>Major Maintenance Item</b>	<b>Frequency</b>	<b>Cost</b>	<b>Likely Funding Source</b>
<b>TOTAL</b>	N/C	N/C	TBD

**Funding sources for replacement of project:** The Levy does not provide a revenue source for ongoing major maintenance.



**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation,**

**Including FTE Impact:** None. Existing staff who had been working on the 2000 Pro Parks Levy will transition to this project.

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2009 Positions	2009 FTE	2010 Positions **	2010 FTE **
<b>TOTAL</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Notes:** Funding for ongoing maintenance positions (or portions of) may be requested with future legislation or in the annual budget process.

- **Do positions sunset in the future?** N/A

**What is the financial cost of not implementing the legislation:** The development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area. Not implementing this legislation would forego this opportunity.

- **Does this legislation affect any departments besides the originating department?**

Yes. Seattle Department of Transportation, Seattle Public Utilities, and Seattle City Light. SDOT and Parks are negotiating a Memorandum of Understanding to define their respective operations and maintenance responsibilities. Existing maintenance agreements are sufficient to cover potential responsibilities of Seattle City Light and Seattle Public Utilities.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives**

Buying private property in the neighborhood at a significantly higher cost. Based on current land prices, a comparable project on a private parcel is estimated to cost \$7.6 million, assuming \$300 – \$350 per square foot in land acquisition costs.

- **Is the legislation subject to public hearing requirements:** No
- **Other Issues** None.

**Please list attachments to the fiscal note below:**





# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

June 2, 2009

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill designating a portion of Bell Street between 1<sup>st</sup> and 5<sup>th</sup> Avenues as a Park Boulevard and transferring jurisdiction of that portion from the Department of Transportation to the Department of Parks and Recreation. The directors of the two departments will negotiate and enter into a Memorandum of Understanding to define their respective operations and maintenance responsibilities.

The Belltown neighborhood has the city's highest residential density, yet lacks adequate parks and open space. The Bell Street Park Boulevard, first envisioned in the 1998 Belltown Neighborhood Plan and supported by a range of Belltown organizations, represents an innovative, efficient use of funding from the 2008 Parks and Green Spaces Levy. It will provide high-quality open space to the Belltown community, demonstrate sustainable stormwater management, and provide a model for the rest of the city.

Thank you for your consideration of this legislation. Should you have questions, please contact Tim Gallagher, Parks Superintendent, at 684-8022.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a horizontal line.

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council





Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

**ORDINANCE**

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown / Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

1 connections on City-owned land, including but not limited to, street ends, and utility and  
2 street rights-of-way, and requests the identification of prototype projects; and

3 WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that  
4 provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell  
5 Street, which is located in the Belltown Urban Village; and

6 WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential  
7 neighborhood park acquisition; and

8 WHEREAS, the Department of Parks and Recreation considers Belltown as significantly  
9 underserved with quality open space and is, therefore, a priority for additional  
10 development of parks and open space; and

11 WHEREAS, the development of a Park Boulevard would provide the same benefits as a  
12 neighborhood park and is a far more viable approach given the scarcity and high cost of  
13 land suitable for park acquisition and development in the downtown area; and

14 WHEREAS, the Belltown Community Council, the Belltown Business Association and the  
15 Belltown Housing and Land Use Committee have requested that the City prioritize  
16 development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

17 WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that  
18 the Department of Parks and Recreation pursue the Bell Park Boulevard street project  
19 using Parks and Green Spaces Levy funds; and

20 WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee  
21 approved a Parks Department recommendation to amend Ordinance 122749 to transfer  
22 \$2.5 million from the acquisition to development category for Bell Street Park Boulevard  
23 Development, NOW, THEREFORE

24 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

25 Section 1. The portion of Bell Street described as follows (the "Designated Portion") is  
26 hereby designated as a park boulevard, and administrative jurisdiction over the property  
27 transferred, without charge, from the Seattle Department of Transportation to the Seattle  
28 Department of Parks and Recreation:



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

1 That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the  
2 following blocks, including the alleys in each block:

3 BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6TH ADD, BLK 41  
4 (between 1st and 2nd)

5 BELL AND DENNYS 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK  
6 A (between 2nd and 3rd)

7 BELL AND DENNYS 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK  
8 B (between 3rd and 4th)

9 BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

10 Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal  
11 Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the  
12 Designated Portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.  
13

14 Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15  
15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of  
16 the map, attached to this ordinance as Exhibit 1, depicting the Designated Portion. In the event  
17 of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the  
18 description in Section 1 shall control.  
19

20 Section 4. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in  
21 the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park  
22 Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park  
23 Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the  
24



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

1 Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000  
2 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

3 Section 5. In order to pay for necessary capital costs and expenses incurred, or to be  
4 incurred, but for which insufficient appropriations were made due to causes that could not  
5 reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the  
6 following item in the 2009 Adopted Budget is increased from the funds shown, as follows:  
7

Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

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12 Section 6. The 2009-2014 Adopted Capital Improvement Program is amended to include  
13 the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street  
14 Park Boulevard Development.  
15

16  
17 Section 7. This ordinance shall take effect and be in force thirty (30) days from and after  
18 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
19 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.  
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Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

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Passed by a three-fourths (3/4) vote of all the members of the City Council the \_\_\_\_  
day of \_\_\_\_\_, 2009, and signed by me in open session in authentication  
of its passage this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Clerk

(Seal)

Exhibit 1: Bell Street Park Boulevard

Exhibit 2: 2008 Parks Levy Project Description



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

**ORDINANCE \_\_\_\_\_**

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2  
3 AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy;  
4 designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park  
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6 Seattle Municipal Code (Description and Maps of Park Drives and Boulevards);  
7 transferring administrative jurisdiction over that portion of Bell Street from the Seattle  
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17 provide usable open space and improve connections to adjacent parks and the waterfront;  
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22 projects and a proposed set of options to fund the package; and

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28 WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749,  
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Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
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Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

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15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of  
16 the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of  
17 conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the  
18 description in Section 1 shall control.  
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21 Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title  
22 23 of the Seattle Municipal Code, and other codes containing applicable development standards,  
23 the designated portion of Bell Street shall continue to be considered a street.  
24





Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

1 Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the  
2 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is  
3 transferred to the Development Category, decreasing the Neighborhood Park Acquisition  
4 subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood  
5 Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000  
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Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

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Terry Roche/Norm Schwab  
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Passed by a three-fourths (3/4) vote of all the members of the City Council the \_\_\_\_  
day of \_\_\_\_\_, 2009, and signed by me in open session in authentication  
of its passage this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Clerk

(Seal)

Exhibit 1: Bell Street Park Boulevard

Exhibit 2: 2008 Parks Levy Project Description



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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241764  
CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

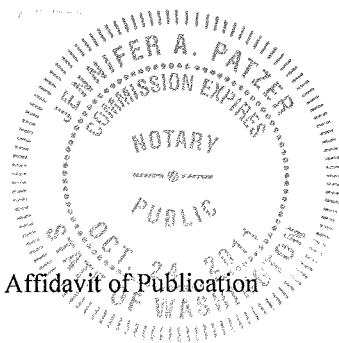
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123027 ORDINANCE

was published on

07/15/09

The amount of the fee charged for the foregoing publication is the sum of \$ 297.15, which amount has been paid in full.



Affidavit of Publication

*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
07/15/09 *[Signature]*  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# City of Seattle

## ORDINANCE 123027

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1st Avenue and 5th Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown/Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green connections on City-owned land, including but not limited to, street ends, and utility and street rights-of-way, and requests the identification of prototype projects; and

WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell Street, which is located in the Belltown Urban Village; and

WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers Belltown as significantly underserved with quality open space and is, therefore, a priority for additional development of parks and open space; and

WHEREAS, the development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area; and

WHEREAS, the Belltown Community Council, the Belltown Business Association and the Belltown Housing and Land Use Committee have requested that the City prioritize development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that the Department of Parks and Recreation pursue the Bell Park Boulevard street project using Parks and Green Spaces Levy funds; and

WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee approved a Parks Department recommendation to amend Ordinance 122749 to transfer \$2.5 million from the acquisition to development category for Bell Street Park Boulevard Development, NOW, THEREFORE

# State of Was ity

### BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The portion of Bell Street described as follows (the "Designated Portion") is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNY'S 1ST ADD SUPL, BLK 27 & A. A. DENNY'S 6TH ADD, BLK 41 (between 1st and 2nd)

BELL AND DENNY'S 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK A (between 2nd and 3rd)

BELL AND DENNY'S 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK B (between 3rd and 4th)

BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the designated portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the description in Section 1 shall control.

Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title 23 of the Seattle Municipal Code, and other codes containing applicable development standards, the designated portion of Bell Street shall continue to be considered a street.

Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the following item in the 2009 Adopted Budget is increased from the funds shown, as follows:

Fund -- Department -- Budget Control Level -- Amount

2008 Parks Levy Fund (33860) -- Parks and Recreation -- 2008 Parks Levy -- Neighborhood Parks and Playgrounds (K720020) -- \$2,500,000

Section 7. The 2009-2014 Adopted Capital Improvement Program is amended to include the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street Park Boulevard Development.

Section 8. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4) vote of all the members of the City Council the 29th day of June, 2009, and signed by me in open session in authentication of its passage this 29th day of June, 2009.

Richard Conlin

President of the City Council

Approved by me this 8th day of July, 2009.

Gregory J. Nickels, Mayor

Filed by me this 8th day of July, 2009.

(Seal) Judith Pippin

City Clerk

Exhibit 1: Bell Street Park Boulevard

Exhibit 2: 2008 Parks Levy Project Description

See City Clerk for Exhibits

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, July 15, 2009.

7/15(241764)