



SEATTLE CITY COUNCIL

Legislative Summary

CB 118735

Record No.: CB 118735

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125091

In Control: City Clerk

File Created: 06/28/2016

Final Action: 07/29/2016

Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Partnership Agreement for the Activation and Programming of Westlake Park and Occidental Square; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - DBIA Partnership Agreement V2, Att 1 Ex A – Scope of Work, Att 1 Ex B - Permitting Protocols Including Allowable Fees and Charges, Att 1 Ex C – Principles and Thresholds, Att 1 Ex D – Baseline Maintenance Service Levels, Att 1 Ex E – Bi-Annual Reporting Commitments, Att 1 Ex F - Occidental Square Legal Description

Drafter: Victoria Schoenburg

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	07/12/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	07/12/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	07/12/2016	sent for review	Parks, Seattle Center, Libraries, and Waterfront Committee			

Legislative Summary Continued (CB 118735)

Action Text: The Council Bill (CB) was sent for review. to the Parks, Seattle Center, Libraries, and Waterfront Committee

Notes:

- 1 Full Council 07/18/2016 referred Parks, Seattle Center, Libraries, and Waterfront Committee
- 1 Parks, Seattle Center, Libraries, and Waterfront Committee 07/21/2016 pass as amended Pass

Action Text: The Committee recommends that Full Council pass as amended the Council Bill (CB).

Notes:

In Favor: 3 Chair Juarez, Vice Chair Bagshaw, Member Harrell

Opposed: 0

- 1 Full Council 07/25/2016 passed Pass
- Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0

- 1 City Clerk 07/26/2016 submitted for Mayor's signature Mayor

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

Notes:

- 1 Mayor 07/29/2016 Signed

Action Text: The Council Bill (CB) was Signed.

Notes:

- 1 Mayor 07/29/2016 returned City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk

Notes:

- 1 City Clerk 07/29/2016 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE

125091

COUNCIL BILL

118735

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Partnership Agreement for the Activation and Programming of Westlake Park and Occidental Square; and ratifying and confirming certain prior acts.

WHEREAS, pursuant to Article XI of the Seattle Charter, the Superintendent of Parks and Recreation (Superintendent) has the responsibility for the 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 Central with a recommendation to “foster a Downtown Parks Renaissance through a new partnership between the City and the downtown community;” and

WHEREAS, since 2006, the Department of Parks and Recreation (DPR) has partnered with the downtown community to carry out the recommendations of the Task Force to employ programming and events to deter negative activity and bring positive uses to Seattle’s downtown parks; and

WHEREAS, DBIA Services is an experienced nonprofit organization that has long been a partner with DPR to create safe and lively downtown public parks; and

WHEREAS, DPR entered into an Agreement with DBIA Services (DBIA), a Washington nonprofit corporation, to conduct an experimental one-year pilot project from May 5, 2015 through April 30, 2016 to significantly increase the activation and programming services of Westlake Park and Occidental Square, as authorized by City Council Ordinance 124865; and

1 WHEREAS, the expiration of the one-year agreement was extended to July 31, 2016 by City
2 Council Ordinance 125030; and

3 WHEREAS, Seattle voters approved the Seattle Park District, a metropolitan park district
4 authorized by Chapter 35.61 of the Revised Code of Washington, providing funding for
5 the Urban Parks Partnership Investment Initiative 4.11 to “expand programming and
6 activation and provide research and seed money for a new management/partnership
7 model for downtown parks;” and

8 WHEREAS, the Urban Parks Partnership Investment Initiative 4.11, as part of the Seattle Park
9 District’s six-year plan, allows for the opportunity to fund a long term sustainable
10 activation plan to activate Westlake Park and Occidental Square; and

11 WHEREAS, in December 2015, as part of the Urban Parks Investment Initiative funding, DPR
12 invited all community organizations interested in a multi-year partnership with the City
13 for the activation and programming of Westlake Park and Occidental Square to submit
14 proposals to the City through a publicly advertised request for proposal process; and

15 WHEREAS, following a formal and thorough review process of the submitted proposals, the
16 DPR evaluation panel determined the strongest proposal to be that of DBIA; and

17 WHEREAS, the Superintendent of DPR has negotiated and agreed to a five-year partnership
18 agreement with DBIA for continued and expanded activation, programming and
19 coordination services at Westlake Park and Occidental Square, by DBIA managing the
20 permitting and scheduling of all activation, programming, concessions, vending, and
21 special events while the Department maintains the responsibility for, and permitting of,
22 all First Amendment and free speech activities at these City parks; and

1 WHEREAS, the Department requests the City Council to authorize the partnership agreement
2 between The City of Seattle (City) and DBIA for the activation and programming
3 services of Westlake Park and Occidental Square to increase the opportunities for
4 positive public use and enjoyment of these City parks and to foster a new community
5 based partnership model with the City for the management of downtown City parks;

6 NOW, THEREFORE,

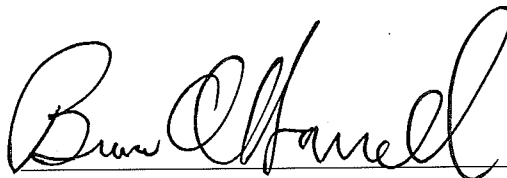
7 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

8 Section 1. The Superintendent of Parks and Recreation, or the Superintendent's designee,
9 is authorized to execute, between The City of Seattle and DBIA Services, a Washington non-
10 profit corporation, the agreement attached to this ordinance as Attachment 1, "Partnership
11 Agreement: Activation and Programming Agreement for Westlake Park and Occidental Square."

12 Section 2. Any act consistent with the authority of this ordinance taken before its
13 effective date is hereby ratified and confirmed.
14

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 25th day of July, 2016,
and signed by me in open session in authentication of its passage this 25th day of
July, 2016.



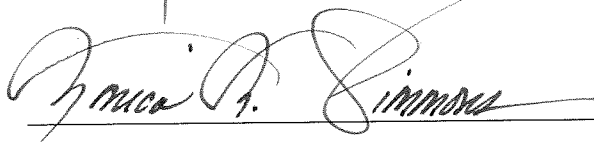
President _____ of the City Council

Approved by me this 28th day of July, 2016.



Edward B. ~~Murray~~, Mayor

Filed by me this 29th day of July, 2016.



Monica Martinez Simmons, City Clerk

(Seal)

1 Attachments:

2 Attachment 1 – Partnership Agreement: Activation and Programming Agreement for Westlake
3 Park and Occidental Square

4 Exhibit A – Scope of Work

5 Exhibit B – Permitting Protocols Including Allowable Fees and Charges

6 Exhibit C – Principles and Thresholds to Guide Aesthetic and Functional Improvements
7 to Westlake Park and Occidental Square

8 Exhibit D – Baseline Maintenance Service Levels

9 Exhibit E – Bi-Annual Reporting Commitments

10 Exhibit F – Occidental Square Legal Description
11

**THE CITY OF SEATTLE
SEATTLE PARKS AND RECREATION**

**PARTNERSHIP AGREEMENT:
ACTIVATION AND PROGRAMMING AGREEMENT FOR WESTLAKE PARK AND OCCIDENTAL
SQUARE**

This Partnership Agreement for activation and programming services of Westlake Park and Occidental Square is entered into by and between The City of Seattle, a Washington State municipal corporation, by and through the Department of Parks and Recreation, (“the City” or “DPR”), 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 Superintendent of Parks and Recreation has the responsibility for the 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” central to which was the recommendation to “foster a Downtown Parks Renaissance through a new partnership between the City and the downtown community;” and

WHEREAS, since that time, the Department of Parks and Recreation has partnered with the downtown community to carry out the recommendations of the Task Force to employ programming and events to deter negative activity and bring positive uses to our downtown parks; and

WHEREAS, DBIA Services, is an experienced nonprofit organization, that has long been a partner with the Department of Parks and Recreation in the effort to create safe and lively downtown public parks; and

WHEREAS, in 2010, the Center City Parks Task Force was 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, DBIA is focused on making Downtown Seattle a great place to live, work, shop and play through public realm management, economic development and marketing, and the City shares the same fostered vision; and

WHEREAS, on August 5, 2014 Seattle voters approved the Seattle Park District, a metropolitan park district authorized by Chapter 35.61 of the Revised Code of Washington, providing funding for the Urban Parks Partnership Investment Initiative 4.11 to “expand

programming and activation and provide research and money for a new management/partnership model for downtown parks;” and

WHEREAS, because of DBIA’s longstanding historical support of and successful engagement in these shared interests, DPR entered, with this community partner, into an experimental one-year Pilot Agreement for the Activation and Programming of Westlake Park and Occidental Square from May 5, 2015 through April 30, 2016 to significantly increase the activation and programming services of Westlake Park and Occidental Square; and

WHEREAS, the Urban Parks Partnership Investment Initiative 4.11, as part of the Seattle Park District’s six year plan, allows for the opportunity to fund a long term sustainable activation plan to activate Westlake Park and Occidental Square; and

WHEREAS, in December 2015, DPR 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, following a formal and thorough review process of the submitted proposals, the DPR evaluation panel determined the strongest proposal to be that of DBIA Services; and

WHEREAS, upon mutual agreement as set forth herein, DBIA will work in collaborative partnership with DPR for activation, programming and coordination services to assure that Westlake Park and Occidental Square are operated in an efficient and effective manner to increase opportunities for positive public use and enjoyment of these parks; and

WHEREAS, DBIA acknowledges that 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 Westlake Park and Occidental Square; 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.

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

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

“DBIA Services” means the Washington State non-profit corporation organized under RCW Chapter 24.03.

“Effective Date” means the date this Agreement is executed by both parties, and commencing retroactively as of May 1, 2016.

“Expressive activity” means conduct protected by the First Amendment primarily intended to convey a particularized 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 Westlake Park and Occidental Square.

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

“Parks” means Westlake Park and Occidental Square collectively.

“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 DPR, related to the primary activation and programming of Westlake Park and Occidental Square.

“DPR” means Department of Parks and Recreation.

“Superintendent” means the Superintendent of 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 the Effective Date, which shall be May 1, 2016 and end on December 31, 2020, 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 programming of the Parks are perceived by the Seattle community to be safe, and achieve and maintain an approximate annual average of 1:1 ratio between men and women in both Parks as determined by counting the number of people in each park twice daily between the years of 2016-2020.
- ii. Welcoming Environment: Activation and programming of the Parks will reflect and welcome the perspective of the community as a whole, including underserved communities in the area, as demonstrated/documented through ongoing communication tools with the surrounding community, starting in 2016.
- iii. Vibrant Environment: Demonstrated proof that the community supports vibrant activation and programming strategies in the Parks through regular people counts (daily and event-based) and through regular community surveys or other professionally implemented mechanisms.
- iv. Application of all funds raised and collected in the Parks 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 Westlake Park and Occidental Square

- i. DBIA shall provide services for, and on behalf of DPR, related to the primary activation and programming of Westlake Park and Occidental Square, and shall generally ensure free, open and public access to the public properties while providing these services.
- ii. DBIA shall provide supervision and oversight services to ensure sufficient personnel and general staffing necessary to promote and support the effective operation of all programs and events at the Parks and provide security services as needed to protect property and to 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, and events in Westlake Park and Occidental Square, except 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 Occidental and Westlake parks. DBIA will

notify DPR immediately upon the receipt of a permit application for any expressive activities/free speech requests in accordance to the instructions set forth in **EXHIBIT B**. DBIA may, at its discretion, provide funding to DPR for DPR programs and events to be implemented by DPR in Westlake Park and/or Occidental Square as mutually agreed upon by both Parties.

- iv. DBIA's responsibilities will include acting on public requests for events and activities other than free speech events. DBIA shall only apply fees as set forth by DPR 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 both Westlake Park and Occidental Square that is accessible to DPR staff and provides accurate and detailed information about all scheduled events, programs, and activities, and allows for coordination with DPR'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 DPR to allow DPR to manage maintenance, park ranger, and free speech issues in a well-informed manner.
- vii. DBIA and DPR will work together to coordinate the permitting by DBIA of events and activities not related to free speech and the permitting by DPR of free speech events as described in **EXHIBIT B**.
- viii. Representatives of DBIA and DPR shall meet as may be required by DPR or DBIA to review DBIA's performance and DPR's service levels under this Agreement, and discuss any problems or emerging issues.

B. Activation and Programming Services: First Amendment Activities Protected

- i. DPR will regulate the permitting of, and maintain responsibility for, all free speech activities and events in Westlake Park and Occidental Square; and all events permitted through the Citywide Special Events Committee, in accordance with applicable City rules and regulations.
- ii. DBIA recognizes that Westlake Park and Occidental 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 DPR instructions regarding any rules, policies, 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 applications or requests for free speech activities or events to DPR.
- v. DBIA will work cooperatively with DPR to accommodate free speech events and will provide DPR with clear and accurate information regarding time, location, equipment, and expected attendance for events and programming scheduled by DBIA

- so that DPR 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 Westlake Park and Occidental Square. 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 Westlake Park and Occidental Square as necessary to support, promote, and facilitate any activation and programming services provided by DBIA. Any and 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 and programming activities, and DBIA's permitted activities and events at Westlake Park and Occidental Square, which shall include without limitation:
 - v. 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 any and all DBIA activation and programming activities at Westlake Park and Occidental Square,
 - vi. any damage, losses or liability, in any form, arising from the unlawful or negligent conduct of any DBIA Permittee user at Westlake Park and Occidental Square;
 - vii. 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 Westlake park and Occidental Square;
 - a. 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.
- viii. Including the DPR 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 Westlake Park and Occidental Square or the use of the City of Seattle or Department of 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.

- ix. Immediately correct any unsafe physical conditions to Westlake Park and/or Occidental Square that result from DBIA's performance of services under this Partnership Agreement, and notify DPR 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 Westlake Park and Occidental Square. DBIA shall not undertake any improvements, additions, alterations or changes to Westlake Park and/or Occidental Square or appurtenant facilities that fall outside the principles and thresholds defined in **EXHIBIT C** without the prior, written approval of DPR.
- ii. 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 DPR to accomplish the necessary work, based on current labor protocols and service levels indicated in **EXHIBIT D**. This in no way relinquishes DPR from the duties of providing adequate service to Occidental Square of Westlake Park, should the demand for these parks increase over time.
- iii. DBIA reserves the right to provide limited maintenance of any temporary installations or equipment purchased by DBIA in addition to hanging banners, litter pick-up, garbage-liner replacement, provision of recycling/compost, and wiping down of furniture to support programming and activities, if necessary.
- iv. DBIA may recommend changes to the basic look and design of Westlake Park and Occidental Square, including the location of benches, signs, and other permanent or semi-permanent features, which may generally be implemented by DPR 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 set aspirational targets for Women and Minority Owned Business Enterprises (WMBE) contracts, vendors and concessions, and include actual outcomes in a bi-annual report.
- ii. DBIA will conduct outreach that is inclusive of underserved communities 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 DPR.
- iii. DBIA will provide a bi-annual report to DPR 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 daily ratio of men to women.

F. Community Organization Financial Commitment

All funds raised and collected by DBIA under this agreement will be applied towards programming and activation of Westlake Park and Occidental Square, and will be subject to the Financial and Accounting Procedures set forth by DPR. The City shall temporarily assign to DBIA the City's right to collect revenues from permit fees and/or revenue generating activities occurring within Westlake Park and Occidental Square 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 Westlake Park and Occidental Square. To the extent any revenues are collected by DBIA from permit fees and/or any revenue generating activities occurring within Westlake Park and Occidental Square (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) 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 DPR within 5 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 DPR 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 DPR, which is reflected in **EXHIBIT D – Baseline Parks Maintenance for Westlake Park and Occidental Square**.
- iii. DBIA will report to DPR on a bi-annual basis, the outcomes, measurements and assessments as set forth in **EXHIBIT E – Bi-annual Reporting Commitment**, and including 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 DPR’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 DPR assets. Under no circumstances shall resources provided by or through DBIA result in or justify reductions in DPR’s support for its own functions and responsibilities. DBIA acknowledges that DPR maintenance and park ranger activities are budget-related and are subject to the City’s needs and funding limitations.
- v. DBIA will provide DPR with a copy of its parks-related financials as reported on DBIA’s yearly tax filings for 2016 through 2020, 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 Westlake Park and Occidental Square, 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 five years for the activation of both Westlake Park and Occidental Square through the Seattle Park District Investment Initiative 4.11.
- ii. Continue to maintain both 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 and Westlake parks.
- iv. Notify DBIA of requests for Citywide Special Events to occur in Westlake Park and/or Occidental Square and, if so requested by DBIA, seek council from DBIA regarding approval of these events.
- v. Provide a minimum of 8 hours of Race and Social Justice training for all staff related to developing, implementing or overseeing programming and activation of the Parks.

B. The City's Collaborative Programming and Activation of Westlake Park and Occidental Square

- i. DPR 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 Westlake Park and Occidental Square. DPR will immediately forward any and all requests for event permits in Westlake Park and/or Occidental Square, except free speech events, to DBIA.
- ii. In the event that DPR 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 Westlake Park and Occidental Square

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

- i. Cleaning the Parks on a daily basis and maintaining basic infrastructure as described in **EXHIBIT D**.
- ii. Providing park rangers as available for a uniformed and positive presence and commitment to deterring Parks Code violations through education, diplomacy, trespass warnings and collaboration with the Seattle Police Department.

D. Capital Project Planning Study

During the term of this agreement, DPR will spend \$25,000 for a capital project planning study for Westlake Park. The study will identify and prioritize future capital projects for the park.

6. PAYMENT

Total compensation by the City to DBIA under this Agreement shall not exceed nine hundred thousand dollars (\$900,000) 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.

DPR 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	2016	2017	2018	2019	2020	Total
	\$250K	\$250K	\$200K	\$100K	\$100K	\$900,000

In year three, the City will evaluate the funding for years four and five with consideration for maintaining services and quality programming. At a minimum, the City will commit \$100,000 in year four and five each, for a minimum total contract of \$900,000.

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 Investment Initiative 4.11 Urban Parks Partnership 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 \$125,000 by the City within 15 working days of the Effective Date of this Agreement, with the remaining \$125,000 to be paid to DBIA in November, 2016, following receipt and DPR's approval of DBIA's Bi-Annual Report which shall be due to DPR on November 1, 2016. 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 DPR's approval of DBIA's Bi-Annual Reports. The 2017-2020 Bi-Annual Report dates shall be due the first business days of the months of May and November 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 DPR'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 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 Westlake Park and Occidental Square 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 Westlake Park and Occidental Square in a condition substantially similar to that described in the DPR 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, DPR-owned equipment and property, records, all inventories, and funds or revenues (if applicable) of Westlake Park and Occidental Square back to the City.

DBIA will maintain a current list of publicly recognized sponsors, vendors, and Permittees of programming and activation services at Westlake Park and Occidental Square 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: Westlake Park and Occidental Square 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 Westlake Park and Occidental Square. 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 DPR, 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 DPR 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 DPR 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-VII 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.

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 Westlake Park and Occidental Square 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 DPR 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 3 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 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 performs 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 employee or employments

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 to 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 or 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 DPR 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 also 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 any and 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 DPR'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 any and 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 Westlake Park and Occidental Square. 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 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 – Scope of Work, Budget, and Design Pallet
 - ii. Exhibit B – Park Use Permit Instructions and Use Permit Application Form
 - iii. Exhibit C – Principles And Thresholds
 - iv. Exhibit D – DPR Baseline Maintenance Service Levels
 - v. Exhibit E – Reporting Commitments
 - vi. Exhibit F – Westlake and Occidental Legal Descriptions and As-Is Conditions

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):

Contact for DBIA is:		Contact for the City is:	
Name:	Jennifer Casillas	Name:	Victoria Schoenburg
Address:	1809 7 th Ave #900	Address:	100 Dexter Ave N
City, State, Zip:	Seattle, WA 98101	City, State, Zip:	Seattle WA 98109
Phone:	206-623-0340	Phone:	206-684-7031
Fax:		Fax:	
Email:	jenniferc@downtownseattle.org	Email:	victoria.schoenburg@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 or 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 the Westlake Park and Occidental Square 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 if and when 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 _____
Signature Date

Jon Scholes
President/CEO, DBIA Services

By _____
Signature Date

Jesús Aguirre
Superintendent of 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 the Department of Parks and Recreation (DPR), related to activation and programming of Westlake Park and Occidental Square 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 Westlake Park and Occidental Square 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 pod in Westlake Park and Occidental Square. In Summer/Fall 2015, 36 unique food trucks visited the parks on a regular basis, serving thousands of park visitors and significantly increasing the amount of affordable and culturally diverse food options in Downtown Seattle. |
| Plantings | Continue to partner with DPR on maintaining an increased amount 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 newly acquired outdoor furniture in both parks. This colorful furniture helps to increase the number of people visiting the parks and adds to the parks’ vibrancy. |

Proposed Innovations

- | | |
|------|--|
| Wifi | DBIA will provide free Wifi in Westlake Park and Occidental Square by June 2017. This will allow for an increasingly diverse range of uses for the parks. From having a work team meeting outside to an up-and-coming writer working on a novel, offering free wireless access can make these parks even more inviting public spaces. DBIA also views this to be a platform for potential sponsorship revenue. |
|------|--|

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.

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 and foosball tables for active play in the limited space; continue to organize tournaments.
Educational Seminars	Continue hosting free 2-hr workshops on a variety of popular, thought-provoking topics.

Proposed Innovations

Relaxation/ Meditation	Include more meditative programming. Parks should be seen as areas of respite as Downtown becomes increasingly dense.
Health/ Fitness Challenges	Encourage park visitors to track steps and host fitness challenges. Seek to incorporate current interest in using technology to promote improved fitness and well-being.
Group Training	Coordinate group training for a scheduled 5k. Teach people how to run safely through Downtown and share information on safe and beautiful running routes.
Healthy Cooking Demos	Similar to the educational seminars, develop an ongoing healthy cooking program with local chefs and restaurateurs.

Family & Youth

Increasing 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.

Children's Programs	Continue several of the partnerships developed in 2015, such as the Seattle Aquarium and KidsQuest, to offer free children's programming in Westlake Park and Occidental Square, 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 and active parks to visit.

Reading Rooms	Continue hosting and maintaining the children's and adult reading rooms. These areas will be stocked with children's books and magazines, as well as with several daily newspapers and periodicals.
Storytime	Institute an early-learning opportunity for young children and parents/caregivers: Storytime, lasting 30-45 minutes, and occurring approximately every other week in Westlake Park.
Children's Play Areas	Install a children's play area in Occidental Square.
Board Games	Provide games and coloring books.
Holiday Programs	Continue to operate the Holiday Carousel in Westlake Park; in addition, add holiday-specific programming to make Occidental Square a holiday destination as well.

Proposed Innovations to be investigated

Temporary Petting Zoo	Invite a small petting zoo into the parks to attract a large number of children, as well as adults.
Corn Maze/ Climbing Wall	Given space limitations, implement some creative activities for kids and families, such as a corn maze and a climbing wall.

Arts & Culture

Busker Program	Continue scheduling local musicians to perform concerts twice daily in both Westlake Park and Occidental Square, occurring on a regular basis from May 1 through September 30, similar to those scheduled under the 2015-16 pilot partnership with DPR when concerts were typically held from 12-1:30 p.m. and from 4:30-6 p.m. during the lunch and evening hours. DBIA's summer busker program will support many women and minority artists.
KING/ KEXP	Continue to partner with local arts organizations to provide free programming. An example is the 2015 partnership with KING FM to host four different string quartet groups that performed classical chamber concerts in Westlake Park.
Film	Continue hosting a summer outdoor movie series in Westlake Park and Occidental Square. Focus will be on family-friendly films that are popular with residents and visitors alike.
Path with Art	Continue the Path with Art program which, in 2015, provided art education and engagement to adults in recovery working to rebuild and improve their lives. These

free classes provide hands-on, dynamic and informative arts education led by local professional artists.

Proposed Innovations to be investigated

Rotating Art Installations Recognizing that art plays a major role in many of the world's great public spaces, DBIA will feature a rotating series of art installations. These installations will support a diverse range of artists, and give them a very central, public way to display their art.

Seattle Center Coordinated with Seattle Center to support the various Festal programs that occur throughout the year in Downtown Seattle. Westlake Park is particularly ideal with its close proximity to the Monorail. This will encourage more culturally diverse programming in the Downtown parks.

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 Westlake Park and Occidental Square.

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.

Department of Parks and Recreation (DPR) 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.

During the 2015-16 pilot partnership with DPR, DBIA made it a priority to engage Downtown's community stakeholders in the activation and programming of Westlake Park and Occidental Square. 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 and Seattle Aquarium.

A primary means of direct engagement has been through the Metropolitan Improvement District's (MID's) Outreach Ambassadors. The Outreach Team makes 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.

Under the 2015-16 pilot partnership with DPR, DBIA ambassadors provided outreach to more than 70 individuals and were able to connect several to housing and other services. Additionally, all park ambassadors are trained in connecting individuals to human services, and remain in regular contact with MID outreach ambassadors to serve those in need.

DBIA will continue and expand upon these efforts for the duration of this Agreement.

Using Technology

Technology will allow DBIA to gain a wide variety of stakeholder input throughout the parks 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 has strong, established relationships with a diversity of Downtown stakeholders spanning the human services community to arts and cultural organizations. DBIA values these

partnerships, and has engaged with groups to provide programming that appeals to communities of all socioeconomic backgrounds.

For example, during the 2015-16 pilot partnership with DPR, DBIA provided artistic programming through *Path with Art*, an arts organization for homeless/formerly homeless individuals to learn and explore different artistic mediums in a park setting. DBIA also coordinated with the Union Gospel Mission to program weekly mini-soccer games in Occidental Square. These programs were very popular and helped increase the variety of programming options.

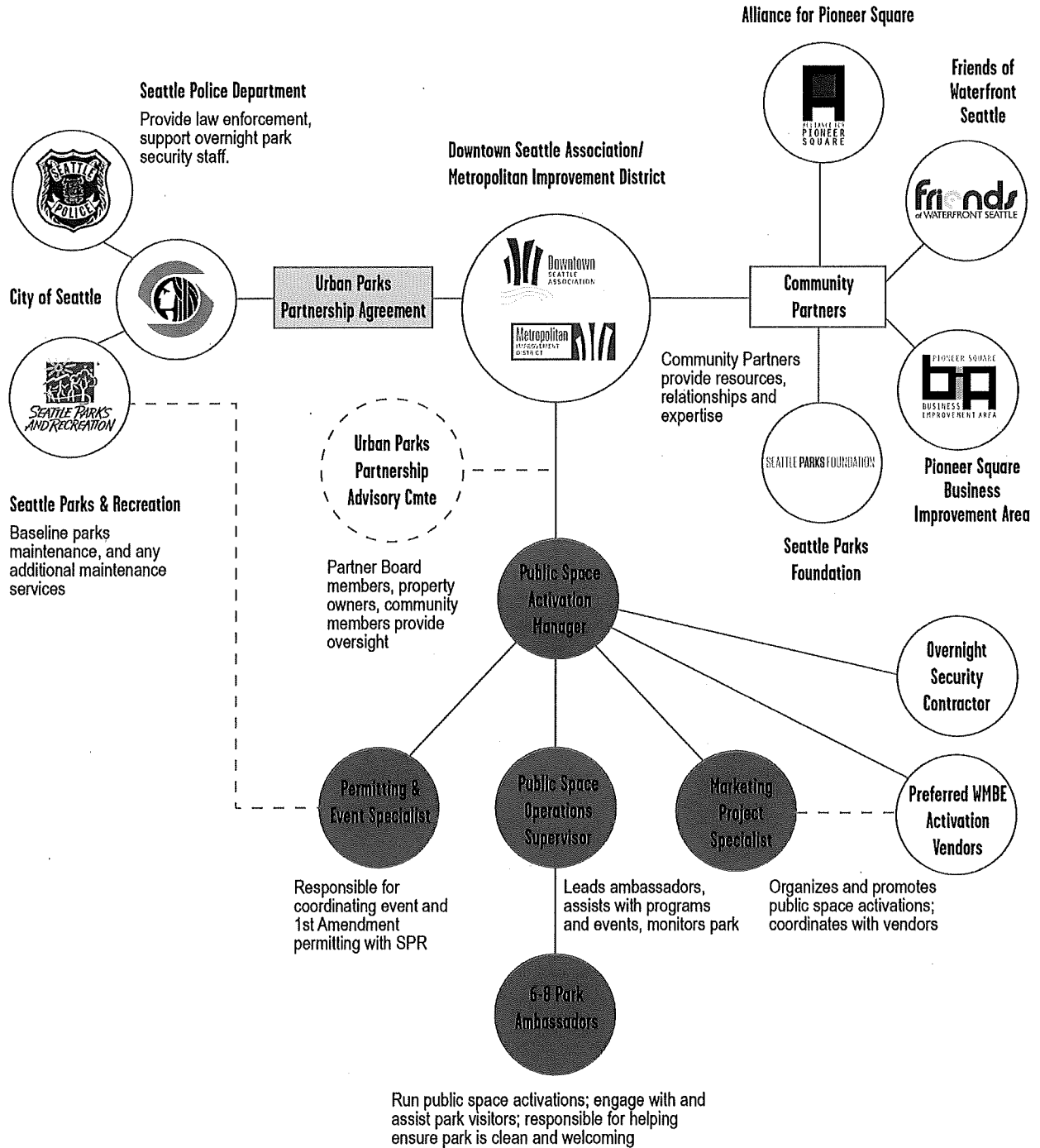
Going forward, DBIA will continue these or similar programs and provide additional culturally diverse programming and activations. As part of the 2015-16 pilot partnership with DPR, DBIA has already increased the cultural diversity in the Downtown parks by establishing food truck pods. These food trucks have increased the diversity of food options, and allowed many minority and women-owned food trucks an opportunity to serve a large population of park visitors. DBIA seeks to bring more cultural programs into the parks and will partner with Seattle Center and its Festal cultural festivals. Westlake Park, with its quick access to Seattle Center via the Monorail, will welcome closer connections to Seattle Center and its various cultural festivals and related attractions.

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. In particular, 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 (2016-2020)

Figure 1 is the anticipated Urban Parks Partnership budget for 2016-2020. Staffing these public spaces 24/7 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 1: Anticipated Urban Parks Partnership Budget (2016-2020)

	2016	2017	2018	2019	2020
Public Funding	250,000	250,000	200,000	100,000	100,000
Metropolitan Improvement District	208,621	216,966	225,644	234,670	244,057
Partner Support	140,000	140,000	140,000	140,000	140,000
Earned Income	150,000	170,500	194,765	223,627	258,119
Philanthropy	166,775	183,840	267,829	268,402	314,581
TOTAL INCOME	915,396	961,306	1,028,238	966,699	1,056,757
Events & Programming Expense	327,501	348,056	388,505	324,303	360,464
Park Ambassadors	252,628	265,259	278,522	267,448	307,071
Public Space Management	140,088	146,112	152,394	158,947	165,782
MID Event Staffing	65,000	67,795	70,710	73,751	76,922
Overnight Security	100,000	103,000	106,090	109,273	112,551
Admin, Overhead, and Storage	30,179	31,084	32,017	32,977	33,967
TOTAL EXPENSE	915,396	961,306	1,028,238	966,699	1,056,757
NET INCOME	0	0	0	0	0

Staffing and Management Plan

Core Public Space Activation Staff

Effectively operating both parks requires significant staff resources. Staff presence in the parks is critical to improving perceptions of safety and making the parks more welcoming. Additional park staff will be devoted toward scheduling, permitting and implementing 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.

- **Public Space Activation Manager (1FTE)** – This manager will be responsible for overseeing successful implementation of the Urban Parks Partnership agreement and overseeing all park activation staff.
- **Public Space Operations Supervisor (1FTE)** – This supervisor will oversee 6-10 park ambassadors and will be responsible for day-to-day operations in Westlake Park and Occidental Square. The operations supervisor ensures that park ambassadors (and permittees) successfully implement daily activations and programs.
- **Permitting & Event Specialist (1FTE)** - This specialist will be responsible for coordinating all event permits, while working closely with the Department of Parks and Recreation (DPR) to ensure that the parks are used for public enjoyment as well as 1st Amendment-related activities. This specialist will maintain an electronic calendar for both parks that is accessible to DPR and that provides accurate and detailed information about scheduled events and activities.
- **Marketing Project Specialist (1FTE)** - This specialist will organize and promote public space activations and coordinate with vendors/WMBEs. They will also have the most day-to-day contact with activation vendors (i.e., musicians, artists, fitness class providers, etc.)
- **Park Ambassadors (6-8FTE)** – DBIA will have 1-2 park ambassadors in each park during daytime 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

- **Overnight Security Consultant** – Ensuring the Downtown parks are safe and welcoming, even outside daytime operating hours, is a core part of the DBIA's parks management strategy.

DBIA currently employs Fortress Security, a WMBE-preferred partner, to oversee overnight security in the parks. Park security staff is in regular contact/ coordination with the public space activation team.

Outreach

- **MID Outreach Staff** – The Metropolitan Improvement District (MID) outreach team will continue to play a key role in helping people in need, especially in Westlake Park and Occidental Square.

Over the summer of 2015, the MID Outreach team made more than 70 outreach contacts to individuals in need in Westlake Park and Occidental Square. Since June 2015, outreach staff have made more than 50 referrals to social service organizations and managed to connect several people in the parks with housing. DBIA proposes continuing this outreach effort in the parks, and expanding the level of engagement with individuals in need.

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 Park Partnership Advisory Committee** – Partner Board members, property owners and community members will provide oversight and support for the successful implementation of the five-year Urban Parks Partnership agreement. The Advisory Committee will meet quarterly in the initial phase of the project.

Security Services Details

Protecting park visitors and property is a top priority for DBIA. In order to increase the number of park visitors (especially women and children) public spaces need to be perceived as safe. By staffing the parks 24/7 year round, DBIA aims to significantly improve perceptions of park safety and protect park property and amenities.

Additionally, through the permitting process, DBIA will determine whether a potential permittee needs to provide additional security. Safety of park visitors and staff is paramount.

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	Downtown Seattle Association
Original Submittal Date	January 22, 2016
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	5 %
Estimated percentage of the total contract value to Minority Owned firms	13 %

Alternate Estimated total contract value

$$= \$3,600,000 * 0.18$$

$$= \$648,000 \text{ dollars toward WMBE firms (over 5 years)}$$

$$= \$468,000 \text{ toward MBE firms and } \$180,000 \text{ toward WBE firms (over 5 years)}$$

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

At the beginning of this process, DBIA established an aspirational goal of directing 18 percent of the contract’s public dollars toward WMBE firms. We believe given our past experience that this is an ambitious, but achievable, goal. A core task is providing overnight security in the parks. DBIA has identified Fortress Security (a MBE organization) to provide this service.

One challenge when designing the WMBE targets is that a significant portion of the contractual responsibilities involve the actual programming and activation of the parks. This past summer, DBIA worked with a number of WMBE firms, including Maxxfit by Lorna Jane, Croyo Fit and Path with Art. If selected, we will likely use many of these firms in the future, though specific programming contracts have not been negotiated for the upcoming year. However, given our experience, we anticipate contracting with a significant number of WBE and MBE firms to achieve the overall goal of 18 percent of the contract dollars.

Additionally, the Urban Parks Partnership agreement will allow many more WMBE businesses, which had previously not had access to City dollars, to be able to participate. This is a new type of work that the City will be contracting for, and the DBIA looks to help facilitate this process, educate many of the WMBEs we work with about this new opportunity, and meet our and the City’s aspirational goal of including more WMBE organizations in projects.

Name of WMBE Firm	Identify as Women (W) or Minority (M)	Minimum value to this WMBE firm out of the total spend	Describe tasks 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
Fortress Security	M	13 %	Overnight Security	D. Deschamps Bamba	
Aspirational Goal (page 1)	18 %	13 % TOTAL			

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 fitness, art, and cultural organizations. Many of these are WMBE organizations, and given our past working experience, we anticipate partnering with them in the near future.

While DBIA has not had to go through the WMBE process previously, we have supported numerous WMBE firms through many different projects throughout the years. These firms are capable and talented, and DBIA has been happy to support their work in support of our mission.

Below is a list of sample projects and the percentage directed toward WMBE firms.

Urban Parks Activation (Summer 2015) – 26.1% WMBE

Total Budget: \$265,333

MBE Firm: Fortress Security - \$64,375 (24.2%)

WBE Firm: Path with Art - \$5,000 (1.9%)

Out to Lunch Concert Series (2015) – 29.7% WMBE

Total Budget: \$71,436

MBE Firm: Modern Enterprises - \$16,000 (22%)

WMBE Musicians: More than \$5,500 (7.7%)

DBIA Rebranding Effort (2015) – 100% WMBE

Total Budget: \$43,500

WBE Firm: Phinney Bischoff - \$43,500 (100%)

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 this past summer allowed DBIA to establish new relationships with a variety of firms, including some with which we had not previously worked. For example, this past summer DBIA hired Fortress Security, a minority-owned firm, that provided overnight security in Westlake Park and Occidental Square. DBIA had regular communication with the firm regarding activity in the park.

If our proposal is accepted, DBIA plans to continue working with this firm, and more closely integrating their security effort with the work that the park ambassadors perform. They play a key role in our past activation effort, and if successful, will continue playing this key role in the future.

- 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. However, in order to expand our roster of potential WMBE partner firms, DBIA will establish an RFP process when contracting for larger projects. Any firms that respond with qualifications will be kept on file for future partnerships.

Previously, the City has not typically contracted with WMBE for programming and activation efforts in the parks. Much of this project will be about education, and encouraging the WMBE firms we have worked with previously (e.g., Maxxfit by Lorna Jane, Croyo Fit) to register in the City's directory and learn about other opportunities to receive contract funding.

- 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.

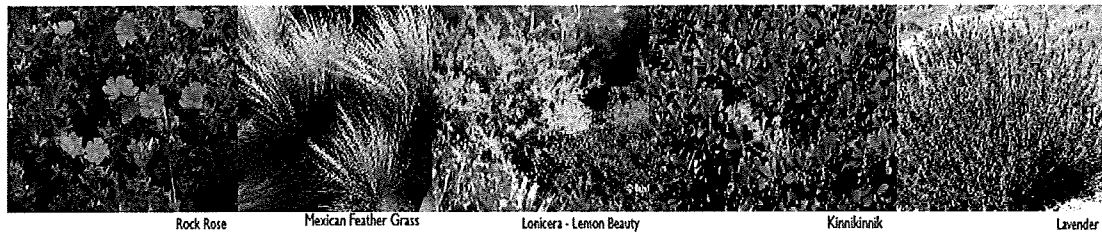
Response

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 establish a **"Working with DBIA/ Urban Parks Activation 101"** training series. This would be designed to help connect WMBE firms with DBIA staff, and teach firms about the procurement process, as well as the products and services that DBIA anticipates buying in the coming months. It would also give DBIA an opportunity to learn more about the different WMBE firms and what challenges they are facing and how DBIA can better support their work. Additionally, DBIA will ensure that all DBIA staff members are trained in WMBE advocacy and procurement processes through a series of training seminars.

Westlake Park

Alternative Plant Options



Rock Rose

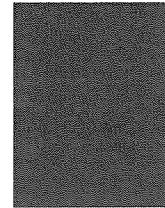
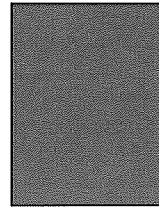
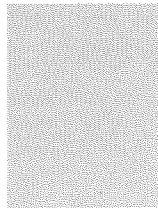
Mexican Feather Grass

Lonicera - Lemon Beauty

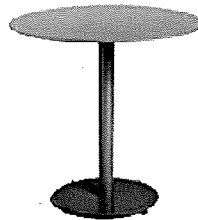
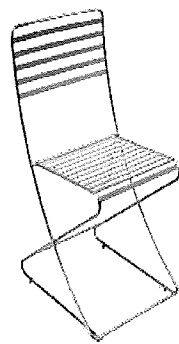
Kinnikinnik

Lavender

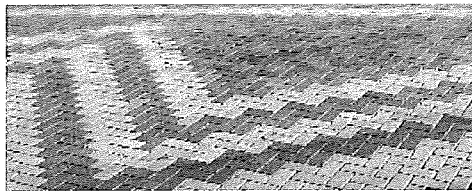
Furniture Colors



Furniture



Materials



Occidental Park

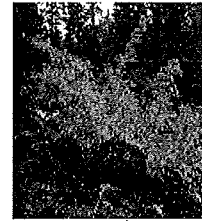
Alternative Plant Options



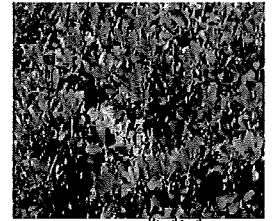
Creeping Jenny



Mexican Feather Grass

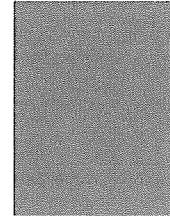
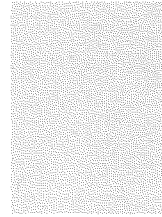


Acer circinatum

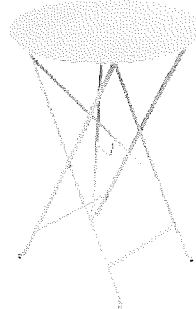
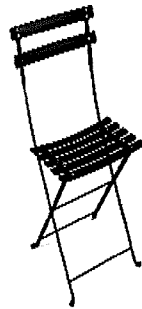


Kinnikinnik

Furniture Colors



Furniture



Materials

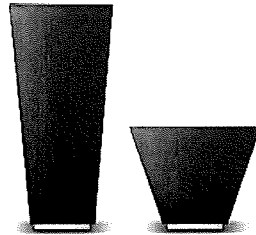


EXHIBIT B

Permitting Protocols Including Allowable Fees and Charges

The Department of Parks and Recreation (DPR) 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". DPR 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 Westlake Park and Occidental Square.

1. DPR 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 DPR 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 DPR website.
 - a. Any application for Free Speech activity received by DBIA will be forwarded to DPR immediately.
 - b. Any applications received by DPR for events for 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. DPR 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, DPR requires a one-hour response to DPR 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. DPR 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. DPR 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 Westlake Park and Occidental Square but may not be permitted for those locations.
6. Because DPR 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 DPR 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 for which DBIA issues a Park Use Permit, DBIA shall apply only the fees and charges listed in the Use Permits Fees and Charges section included below.
Note: For Fees and Charge rates after 2016, please go to the following webpage for updated Fees and Charge rates: <http://www.seattle.gov/parks/reservations/feesandcharges/contents.htm>

Use Permit Fees and Charges for 2016

Note: For Fee and Charge rates after 2016, please go to:
<http://www.seattle.gov/parks/reservations/feesandcharges/contents.htm>

Use Permits authorize non-department groups to utilize the Department of Parks and Recreation (DPR) property for special events (i.e., runs, boating, concerts, day camps, community festivals, rallies, commercials, etc.). Additional charges may apply to cover direct cost of special services/requests.

General Provisions

NOTE: Insurance shall be required when the planned event or any structure, activity or feature thereof presents a significant risk of liability or loss for the City, its officers, or for the applicant, due to personal injury or property damage. The insurance requirement shall not apply to events where the sole activity consists of expression protected by the First Amendment and does not involve the use of any structures, vehicles, equipment, apparatus or machinery that creates a significant risk of personal injury or property damage. In addition, an application fee will be collected upon formal written application. This fee is non-refundable, except when the Department denies a request.

2015	2016	
\$50.00	\$50.00	Application fee – First Amendment Events, including political activities.
\$75.00	\$75.00	Standard Application fee – Use Permits (i.e., runs, boating, concerts, day camps, community festivals, rallies, seasonal concession permits, etc.)
\$20.00	\$20.00	Booth fee – As part of a special event, a charge of \$20.00 per booth or 10% of gross sales, whichever is greater.
10% of gross sales on DPR property	10% of gross sales on DPR property	If, in the course of the activity/event, charges are levied for admission, sales, or entry fees, the user will be subject to a minimum charge of 10% of the gross receipts. NOTE: For PRIVATE events that limit access to a public outdoor park, a charge of 10% or \$5,000 (whichever is greater) of ALL admissions, registrations or tickets related to the event will be collected, including those that may be collected before the event OFF DPR properties.
\$20.00	\$20.00	Load/Unload fee, per vehicle – for short-term access into non-parking areas or those areas accessed through a locked gate or bollard.
\$75.00	\$75.00	Utility hook-up fee – for any utility hook-up performed by Department personnel.
\$75.00	\$75.00	Alcohol use permit fee

\$75.00	\$75.00	Supplemental Late Application Fee – for requests submitted less than 6 working days before event. (Fee does not apply to First Amendment events)
\$100.00	\$100.00	Per surface (advertising banner, canopy/tent wall, sign, vehicle surface, inflatables, other) per day – for posting advertising signage (including signage that contains both commercial and non-commercial elements) in a park in conjunction with a park use permit.
\$10.00	\$10.00	*Hourly use fee for Triangles, Circles, Squares, Pocket parks, Boulevards, and the Burke Gilman Trail
\$20.00	\$20.00	*Hourly use fee for Downtown & Neighborhood parks
\$25.00	\$25.00	*Hourly use fee for Community, Natural, Special Use and Recreation Area parks
\$150.00	\$150.00	**Parking area use fee – 25 or fewer spaces blocked per day
\$200.00	\$200.00	**Parking area use fee – 26-50 spaces blocked per day
\$500.00	\$500.00	**Parking area use fee – 51 or more spaces blocked per day

*Hourly use fee for Park Use Permits for all events except those constitutionally protected or those events covered under separate agreement. Contact Event Management office at 684-4081 for further information.

** Parking area use fees apply to designated parking areas in some parks that DPR deems necessary to reserve for events.

Park Use Permit Instructions and Use Permit Application Form

Please refer to the following pages for the Park Use Permit Instructions and Requirements, followed by the Use Permit Application form.

Scheduling an Event in Westlake Park & Occidental Square **PARK USE PERMITS**

For Westlake and Occidental Park:
Downtown Seattle Association (DSA) 1809
7th Ave, suite 900
Seattle WA 98101
Office: 206-613-3206
Fax: 206-625-9940
www.downtownseattle.org
Email: Permit.Parks@downtownseattle.org

For all other parks and First Amendment events
in Westlake Park & Occidental Square:
Parks Event Scheduling Office
7201 E. Green Lake Drive N
Seattle, WA 98115-8164
Office: 206-684-4080 Fax: 206-684-4853
Email: kyle.griggs@seattle.gov
www.seattle.gov/parks/reservations/
permits.htm

Welcome! Under a partnership agreement between the Department Parks and Recreation (DPR) and the Downtown Seattle Association (DSA) for programming and activation of Westlake Park and Occidental Square, DSA is responsible for issuing permits in these parks for events that are not related to Free Speech/First Amendment activities or to Citywide Special Events. DPR is responsible for issuing permits related to Free Speech/First Amendment activities and to Citywide Special Events. Please see below for how to obtain a permit.

Introduction

Thank you for choosing Westlake or Occidental for your public event. Parks Use permits allow us to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

Permits are required if: 1) Any amplified sound is planned. 2) Any equipment is brought into a park. 3) The event is publically advertised. 4) Over 50 people are expected.

Use permits are granted on an application-review basis. To apply for a permit in **Westlake Park** or **Occidental Square** please send the attached application to:

Downtown Seattle Association
Parks Event Scheduling
1809 7th Ave, Suite 900
Seattle WA 98101
Office: 206-613-3206
Fax: 206-625-9940
Email: Permit.Parks@downtownseattle.org

Application:

Please complete the attached application form as completely as possible. Answers to the questions should give a full description of all activities planned, all facilities that are needed, date and times of the event and the number of people expected. Wherever you give a "yes" answer on the checklist, please provide a detailed explanation; add pages and maps if needed. Remember to date and sign the application. We will return all un-signed applications, and any incomplete form may cause delays.

We encourage all event organizers to turn in their applications early, as Parks Use Permits are considered on a first-come, first-served basis.

DSA accepts applications at any time for events, but late fees will be assessed to applications received within seven business days; late applications may be denied if we determine there is insufficient preparation time for any aspect of an event.

Fees and Charges

Application Fee

You will be charged a non-refundable Park Use Permit Application fee with every permit application. The fee is \$75 unless your event is protected by the First Amendment to the U.S. Constitution, in which case the processing fee is reduced to \$50. Other fees, explained below, may include but are not exclusive to:

Permit Fees

- \$20 per hour rental fee
- \$75 for Electrical or Water Hookup Fee
- \$75 Late Application Fee (explained under Application section)
- \$100 Commercial Use Fee per surface or display is explained in detail below
- \$20 per vehicle per day Load/Unload Fee. Vehicles permitted to enter parks for load/unload purposes. Vehicles may not be allowed at certain times
- 10% of gross sales or \$20 per booth/canopy fee, whichever is greater (explained below)
- Any damage done to the park during an event (explained below)
- Additional use fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events. Fees are relative to size, setup, attendance, and park/patron impact.
- Once we process your application, we will send you a confirmation with the cost of your permit. Downtown Seattle Association may require insurance, deposit, and special approvals or permits from other City departments in addition to the above fees. All fees are non-refundable.
- Upon review of a Park Use Permit application, DSA may determine that extra staff is required onsite at an event. Applicants will be advised of this requirement/cost during permit review.

Admission, Event Fees, or Sale of Merchandise Fee

DSA must approve any plan to charge admission or sell any service or product at any event on Parks property. If approved, 10% of gross receipts collected on Parks property or a \$20 per booth/canopy fee (whichever is greater) must be paid to the Downtown Seattle Association.

This payment is due to the DSA within 10 business days after the event. Please make all checks payable to "DBIA Services." This fee does not apply to bona fide donations or contributions made at a political or religious gathering. (As a rule, in a contribution, the donor alone determines what he/she will give, and receives nothing in exchange. In a sale, the seller, or the seller and buyer, set or suggest a price, and the buyer receives merchandise or a service in exchange for their money.)

There may be contracted concessionaires in the parks who have exclusive privileges to sell food inside that park. DSA will inform applicants if this is the case.

DSA reserves the right to regulate the pricing of goods and services sold to the public. Please discuss with the DSA the prices of food, products, or services and admission charges when you apply.

Commercial Use/Promotional and Advertising Fees

DSA charges \$100 per surface, per day, for advertising in parks. Surfaces include - but are not limited to - banners, signs, tents/canopies, vehicles, inflatables and other structures that include advertising, logos or branding for organizations, services or products. Some structures/vehicles may be considered multiple surfaces.

Permit applicants/holders are responsible for all advertising fees and are required to obtain design approval from DSA and must accurately disclose all applicable displays prior to permit issuance.

Damage Mitigation

Damage to turf, trees, shrub beds, hard surfaces, or buildings caused during the event will be charged to the user group at Parks' current labor and material costs. All damage must be repaired to the Department of Parks and Recreation standards.

Insurance:

- PLEASE SEND THIS SECTION AND INSURANCE REQUIREMENTS ATTACHMENT TO YOUR BROKER, AGENT, OR INSURER.
- Acceptable evidence of insurance as specified below must be filed with and approved by Downtown Seattle Association at least 30 days prior to the scheduled date of an Event on Parks property.

- The only exception to the insurance requirement is if the proposed event is a political activity protected by the First Amendment to the U.S. Constitution unless the event includes activity that presents a significant risk of injury because food is sold or served; a stage, scaffolding, tent, or canopy is erected; participants engage in athletics, group exercises, or activity involving physical contact; booths or structures are included; carnival rides; electrical cords, or wires are used; use of generators; any open flame, vehicle or float, inflatable signs; or erecting anything that may fall or collapse.

Insurance Requirements

- The minimum coverage must consist of a Commercial General Liability (CGL) insurance policy or the equivalent with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL) or the multiple limits equivalent. If alcoholic beverages are to be served, host liquor liability coverage must be included.
- If a vehicle enters the park for setup and/or breakdown of the event, there is an additional requirement for automobile liability insurance with a minimum limit of liability of \$1,000,000 CSL or the multiple limits equivalent.
- "Downtown Seattle Association" must be an additional insured for primary and non-contributory limits of liability. NOTE: THIS IS A DESIGNATED ORGANIZATION PERMIT. THE GENERAL LIABILITY ADDITIONAL INSURED POLICY OR ENDORSEMENT LANGUAGE MUST BE AS PER THE ISO CG 20 26 ADDITIONAL INSURED ENDORSEMENT FOR DESIGNATED ORGANIZATIONAL PERMITTING OR EQUIVALENT. "OWNER'S, LESSEES OR CONTRACTORS" ADDITIONAL INSURED LANGUAGE WILL NOT BE ACCEPTED.
- Safeco Insurance Company certificates must have a CG 76 80 "Primary and Non-Contributory" endorsement attached.
- The insurer(s) must provide not fewer than thirty (30) days' notice of cancellation, except ten (10) days as respects cancellation for non-payment of premium.
- Certification of insurance, which in addition to a certificate of insurance must include an actual copy of the additional insured provision to the general liability insurance policy (either blanket additional insured language or a designated additional insured endorsement), must be issued to:
Downtown Seattle Association
Parks Event Scheduling
1809 7th Ave, suite 900
Seattle, WA 98101
and must be e-mailed as an attachment to: Permit.Parks@downtownseattle.org

Deposit

The Downtown Seattle Association may require deposit in these

1. When admission is charged to an event or food or products are sold, in order that DSA may be assured of collecting the percentage of gross receipts charged;
2. When an event presents a risk of damage to Parks property, in order that DSA and DPR may be assured repairs will be made or the City reimbursed its cost;
3. When the event appears likely to cause Parks unusual clean up or restoration expenses, in order that DPR can cover its probable out-of-pocket costs;
4. When the City's Noise Control Ordinance, Seattle Municipal Code (SMC) 25.08, applies, in order to comply with its terms and conditions, particularly Section 520E;
5. When special services are provided, or extra expenses are anticipated, and the Superintendent of Parks and Recreation determines that a performance bond is necessary to fully protect the City.
6. When the applicant has previously held an event that violated the Seattle Park Code.

The bond or cash deposit is set in an amount which would make the City whole if the terms and conditions of the use permit were not fully performed, and where applicable, in accordance with SMC 25.08.520E.

Approvals/Other Permits

It is an applicant's responsibility to research and secure all necessary City Permits required for an event other than the Parks Use Permit. Additional permits may be needed to be obtained from other City departments.

Please see the list below of possible conditions that would require additional permits and the other City resources to refer to:

Contact the Seattle Fire Department Fire Marshal's Office at 206-386-1450 if your event includes:

- Use of tents with walls exceeding 400 square feet, or tents without walls with an aggregate area exceeding 700 square feet
- Use of propane or any open flame for heat or cooking operations
- Some events may require an assembly permit

Contact the City's Department of Construction and Inspection Office at 206-684-8600 if your event includes:

- Building of or use of a stage, platform, bleachers, and/or scaffolding structures
- Any structure greater than four feet in height
- Construction of a any physical structure (excluding tents under 400 square feet) for sales or displays
- Structures anchored to existing buildings or weighing more than 2,000 pounds
- Any and all proposed construction must be approved by the Parks Department

Contact Public Health – Seattle & King County at 206-296-4632 if your event includes:

- Serving, handling, or preparing food or beverages

Contact the City's Revenue and Consumer Affairs Office at 206-684-8484 if your event includes:

- Engaging in business activities subject to the City's business and occupation tax, such as charging admissions or selling any items

Contact the City of Seattle Department of Transportation (SDOT) at 206-684-5253 if your event includes:

- The need to temporarily block off or close any streets or roadways.

HOWEVER, if your event is reasonably expected to meet the following criteria:

- Have a substantial impact on such park or other public place; and
- Require the provision of substantial public services (e.g., Seattle Police Department)

You may need to contact the City Special Events Office at 206-733-9245.

Noise and Sound Control

Except as authorized by the DSA for specific events and times, it is unlawful to use any public address system, loudspeaker, or other sound amplifying device in any park. In addition, SMC 25.08.52A makes it unlawful for any person to cause or allow sound from an officially sanctioned outdoor musical event originating in a park to exceed an "Le q" of 95 db(A) for one minute as measured 50 feet from the source. An "Le q" is defined as "The constant sound level that, in any given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound."

The DSA has the discretion to allow or disallow amplified sound during a special event. Alternatively, they may require a park user to comply with a lesser sound level than outlined by the City sound ordinance. Please inquire at the time of booking.

An authorized Parks official, DPD official, or a police officer may stop any outdoor musical event as a public nuisance if the decibel level exceeds 105 dB (A) for a total of five minutes in any thirty minute period as measured 50 feet from the source. A copy of the Noise Control Ordinance will be supplied upon request.

Anti-discrimination

As a matter of policy, law, and commitment, DSA does not discriminate on the basis of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or presence of any sensory, mental or physical handicap. (SMC 18.12.280).

ADA Compliance

Where possible and within the limitations of each park site, the DSA will make accommodations for persons with disabilities upon request. For assistance call 206-684-4080 or TDD only 206-684-4950. For information or complaints concerning the Americans with Disabilities Act, please call SPR's ADA Coordinator at 206-684-4950.



Application for Use Permit

Downtown Seattle Association
1809 Seventh Ave, Suite 900
Seattle, WA 98101

Office Use Only

Rental #

Permit.Parks@downtownseattle.org

To be accepted your application with the required site plan must be completed and signed.
Fill out in Adobe Reader, type or print information clearly and attach maps, layouts and additional information.
Please use US mail or email to submit your application.

1. APPLICANT INFORMATION			
Sponsoring/Producing ORGANIZATION NAME:			
Mailing Address, City, State, Zip	Street Address		
	City, State Zip		
Applicant Contact:	Name:	Secondary Contact:	Name:
	Title:		Title:
Phone: Cell:		Phone: Cell:	
Email:		Email:	
Organization/Event Website: http://www.			

2. EVENT INFORMATION					
EVENT NAME:					
PARK(S) REQUESTED:		☐ Westlake Park ☐ Occidental Square Park			
Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until Closing Each Day		Expected Daily Attendance: participants, volunteers, staff spectators
Day 1	Day:	Date:	Start Time:	End Time:	
Day 2	Day:	Date:	Start Time:	End Time:	
Day 3	Day:	Date:	Start Time:	End Time:	
Day 4	Day:	Date:	Start Time:	End Time:	
Day 5	Day:	Date:	Start Time:	End Time:	
Event Setup Starts:			Event Take Down Complete:		Total Attendance: (Add all rows & columns)
Start Day/Date:		Start Time:	End Day/Date:	End Time:	

3. EVENT DETAILS			
Has this event been produced before? ☐ Yes ☐ No		Is this an annual event? ☐ Yes ☐ No	
Are there any changes from previous years? ☐ Yes ☐ No		Describe Changes:	
Event Type:	☐ Community Festival/Fair ☐ Run/Walk Event Timed Event ☐ Yes ☐ No Start Time for Run/Walk:		
	☐ Sporting Event ☐ Protest/Rally ☐ Theatrical Performance ☐ Other:		
	Is this event public? ☐ Yes ☐ No		
	Please check all methods by which the event is advertised: ☐ TV ☐ Radio ☐ Online ☐ Billboards ☐ Posters ☐ Advance Ticket Sales ☐ Other:		
Event Purpose:			

4. SITE PLAN	
REQUIRED:	Applications will not be accepted without a site plan. You must attach a clear and legible site plan or map with the following indicated: 1. NORTH, indicated by a directional arrow symbol 2. Name of the park and that of surrounding streets. 3. The overall Event Area (include parking if appropriate) inside the park. 4. The location of all physical equipment being placed, included but not limited to, any stage(s), vendors, booths, sponsors, tents, signs barricades, portable toilets, vehicles, numbered shelters. 5. Any other details you think are helpful. 6. Electrical plan for vendors and stages.
	Equipment / Set up: Please check all boxes that apply (Show all equipment on your attached map)
	☐ Promotional Signage/Banners # _____ ☐ Generators ☐ Staging/Scaffolding ☐ Booths ☐ Inflatables / Bouncy Toys ☐ Portable Restrooms # _____ ☐ Tents / Canopies # _____
	Please list the outside companies/vendors that you are using for any of the checked boxes above:
Event Set up:	Describe the logistics and set up of your event. Attach additional documents if necessary:

5. VENDORS	
Does your event have vendors selling or distributing food, beverages, merchandise or services? ☐ Yes ☐ No ☐ Alcohol?	
How many?	
10% of all sales (food, beverages, admissions, souvenirs, goods and services) on DPR property must be remitted to Downtown Seattle Association within 10 days following the event.	
Items to be sold: ☐ Food ☐ Beverages ☐ Merchandise ☐ Services ☐ Other:	

6. FEES & PROCEEDS	Admission/Participation Fee? ☐ Yes ☐ No	Amount? \$
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7. AMPLIFIED SOUND/MUSIC	Does your event have any amplified sound? ☐ Yes ☐ No	What Times are you requesting amplified sound? Start: _____ End: _____	Is electricity requested? ☐ Yes ☐ No
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8. RECYCLE AND TRASH	Washington State law requires vendors and organizers for festivals, sports facilities, special events, and official gatherings to provide recycling containers at events where beverages in cans and/or bottles are sold. See RCW 70.93.093 for complete language.		
Will beverages in cans or bottles be sold or distributed at your event? ☐ Yes ☐ No	Are you providing recycling and/or trash containers at your event? ☐ Yes ☐ No	How many containers will you have at your event?	
Will you be managing your own waste and recycle? ☐ Yes ☐ No			
Will you be hiring an outside vendor? ☐ Yes ☐ No			
List outside vendor/company name:			

9. INSURANCE	Evidence of insurance must be provided to the Event Scheduling Office no later than thirty (30) days prior to the commencement of the event. Park Use Permits will not be issued until all insurance requirements have been received, verified and approved.
Downtown Seattle Association must be listed as additional insured. The Certificate of Additional Insured must be accompanied by the policy change endorsement forms CG20 12 or CG 20 26 or equivalent or it will not be accepted. Please email your proof of insurance Permit.Parks@downtownseattleassociation.org	
PLEASE SEE ATTACHMENT FOR INSURANCE REQUIREMENTS	

10. SIGNATURE	I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If the event plans change, I will submit a revised application or additional information accordingly. All information contained in this application is subject to public disclosure.
Applicant Signature _____	Date _____
Applicant Printed Name _____	
By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the park use permitting process and agree that all information contained in this application is true and correct to my knowledge. This document received by DSA is a public document and subject to public disclosure in accordance with the Washington State Public Disclosure Act.	

11. PAYMENT	☐ Visa ☐ MasterCard ☐ Check Enclosed
Name on Card: _____	Exp. Date: _____
Card Number: _____	

General Terms and Conditions for Special Events in Westlake Park and Occidental Square Park

Retain Permit: The user must retain a copy of their permit on the premises throughout the scheduled event.

Laws and Rules: The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Parks and Recreation (DPR) applicable to activities in City parks, and any lawful order of a DSA or DPR representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

Condition of Premises: By entering into possession, the User accepts the premises in their present condition. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the User shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.

Approval Required: The following activities are NOT ALLOWED without advance written approval from DPR and/or DSA: the sale of food, beverages, goods or merchandise; charging admission or fees for services; alteration, painting, or construction on any Seattle Parks structure (if applicable).

Responsibility: The User assumes responsibility for all activities it conducts during the event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuse; and providing security to maintain order. Parks disclaims any liability from, and the User agrees not to hold Parks liable for, all harm that may arise from the event authorized by this permit.

Departmental Access: DPR authorized representatives shall have free access to the premises at any and all times. DPR may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent. DPR staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

Cancellation, Relocation by Department: DPR may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate a Permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.

Revocation: DPR or DSA may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent, the terms and conditions of their permit or an approval required under Section 4; the User fails to secure a necessary permit; and/or after a warning, the User disregards a lawful order of an authorized representative of DPR or engages in activity that may cause injury to the public or damage to the premises.

No Assignment: The permit and the permission granted may not be assigned, nor the premises sub-let, without the prior written consent of DPR.

Indemnity: The User shall indemnify and hold DSA and the City harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the User on or about the premises.

In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against DSA and the City, the User, after being notified that such law-suit has been started, shall defend such lawsuit at no expense to DSA and the City; and if, in such lawsuit, a final judgment is rendered against DSA and the City, or against DSA and the City and the User, jointly, the User shall promptly satisfy such judgment.

The User's liability under the indemnification agreement shall not be reduced by any DSA and City negligence; provided, that nothing shall require the User to indemnify DSA and the City against the sole negligence of any DSA and City officer, employee or agent acting within the scope of such person's employment.

EXHIBIT C
Principles and Thresholds to
Guide Aesthetic and Functional Improvements to Westlake Park and Occidental Square

DBIA Services (DBIA) will be empowered to make improvements to Westlake Park and Occidental Square without prior approval from the Department of Parks and Recreation (DPR) assuming 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 strategies found in Exhibit A
- Are non-permanent
- Do not irreversibly alter an existing asset
- Fall under a \$20,000 threshold per asset
- Do not result in a net decrease in seating options

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

Additional Commitments

- DBIA will be responsible for working with the Pioneer Square Historic Preservation Board to seek approval for changes to Occidental Square, including furniture, planters, and other non-permanent amenities.
- DBIA will submit to DPR for review and approval any proposed sponsorship and naming opportunities that would establish commitments of DPR during and beyond the termination of this agreement and/or require renaming and/or applying new or revised signage on any DPR-owned property.
- DBIA will honor the off-premise advertising laws as established by the City of Seattle.

EXHIBIT D

Baseline Parks Maintenance Service Levels for Westlake Park and Occidental Square

Baseline

The Department of Parks and Recreation (DPR) will provide the following baseline levels of maintenance and Park Ranger presence to Westlake Park and Occidental Square.

Cleaning and Landscaping

- Daily morning cleanings will be completed by 9:00 a.m. and will include the following:
 - Removal of trash from all surfaces and receptacles
 - Wash down of following surfaces:
 - Westlake Park
 - Concrete pavers
 - Seven Hills Art Pieces
 - Base levels of arch
 - Water fountain base
 - Permanent seating
 - Play Space
 - Occidental Square
 - Brick surfaces
 - Permanent seating
 - Future Play Space
 - Removal of leaves, as needed
 - Removal of graffiti tags
- Early afternoon second removal and/or topping off of any trash receptacles within the park
- Late afternoon third trash removal and/or top-off Wednesdays through Sundays, May-September.
- Twice per year pressure washing of Westlake Park fountain, arch and play area. Four times per year pressure washing and mechanical scrubbing of Occidental Square.
- Landscaping
 - Review of tree canopy of Occidental Square after leaves are fully grown and, if not detrimental to health of the trees, pruning for increased daylight. Pruning will be done winter 2016.
 - Annual mulch
 - Watering as needed
 - Replacing plants as needed
 - Basic plant maintenance
- Annual review of condition of Totems in Occidental Square and maintenance as needed, per the Office of Arts and Culture.
- Cleaning/maintenance of Occidental Square Kiosk, as needed.
- Outside of the identified cleaning hours, 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 will notify DPR, commencing a 10-day period in which service levels will be cured to match those agreed upon unless the reduction in service is the result of budget-related needs of the City.

Maintenance

- Events or programs requiring significant electrical use:
 - DBIA will provide DPR with a load calculation for the full set up for events that will require electrical grid functionality within two weeks prior to the event. DPR 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 DPR electrician staff to trouble-shoot problems. DPR electricians work Monday through Friday, 6AM – 4:30PM 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 may choose to rely on the standard DPR 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 one on site electrician in the case of events in Occidental Square, and two electricians for Westlake Park events to accommodate confined-space access requirements.
- DBIA will notify DPR of any maintenance or repair required for normal operations in both parks, initiating a process in which DPR sends the appropriate maintenance specialist to review and or repair the identified issue. Should the repair require major disruption to the surrounding area, DPR will submit to DBIA for approval a plan of repair. DPR commits to a good faith effort to respond as promptly as possible to all requests.

Park Rangers

- DPR will continue to provide Park Rangers services in both 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. DPR will work with SPD in every way it can to support a strong partnership and collaboration between officers and Park Rangers. DPR will provide SPD with instructions regarding Parks Code and the Parks Code of Conduct, as needed.
- DBIA and DPR will develop a communication plan to ensure that Park Rangers are in direct communication with DBIA staff.

Additional Service

At the expense of DBIA, DPR will provide additional maintenance services in both Westlake and Occidental Squares. The scope of such services will be agreed upon prior to assumption of service.

Should any additional services, paid for by DBIA, not match those listed in any separate agreements, DBIA will notify DPR, commencing a 10-day period in which 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. The Department of Parks and Recreation (DPR) and DBIA will work together to develop a reporting format that is acceptable to DPR prior to the Bi-Annual Report dates listed below.

Bi-Annual Report Due Dates

2016 - Given the short timeframe in 2016, only one report will need to be submitted to DPR on November 1, 2016.

2017-2020 - Bi-Annual Report due dates are the first business days of May and November.

Monitoring and Evaluation Summary

DBIA will submit to DPR 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 DPR 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 and Female-to-Male Ratio -- Measure of park vibrancy and perceived safety as reflected by total visitor attendance and female-to-male ratios. 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.
- 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 -- Summary of aspirational target(s) 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 Westlake Park and Occidental Square, 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.

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



EXHIBIT F Occidental Square As is Conditions



Poor Drainage in the Southwest portion of the park near the information kiosk especially.



Cracked pavers the entire length of Occidental Ave South.



Cracked Pavers around several of the trees and bollards.



Cracked Pavers at the north entryway off of South Washington Street.





Poles from removed benches need to be addressed.



Tree lights limited to 6 months/year during the winter months, unless approved by SPR.

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 3rd 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 4th 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 3rd Addition to the City of Seattle) as per plat recorded in Volume 1 of Plats, page 33, Records of King County, Washington.

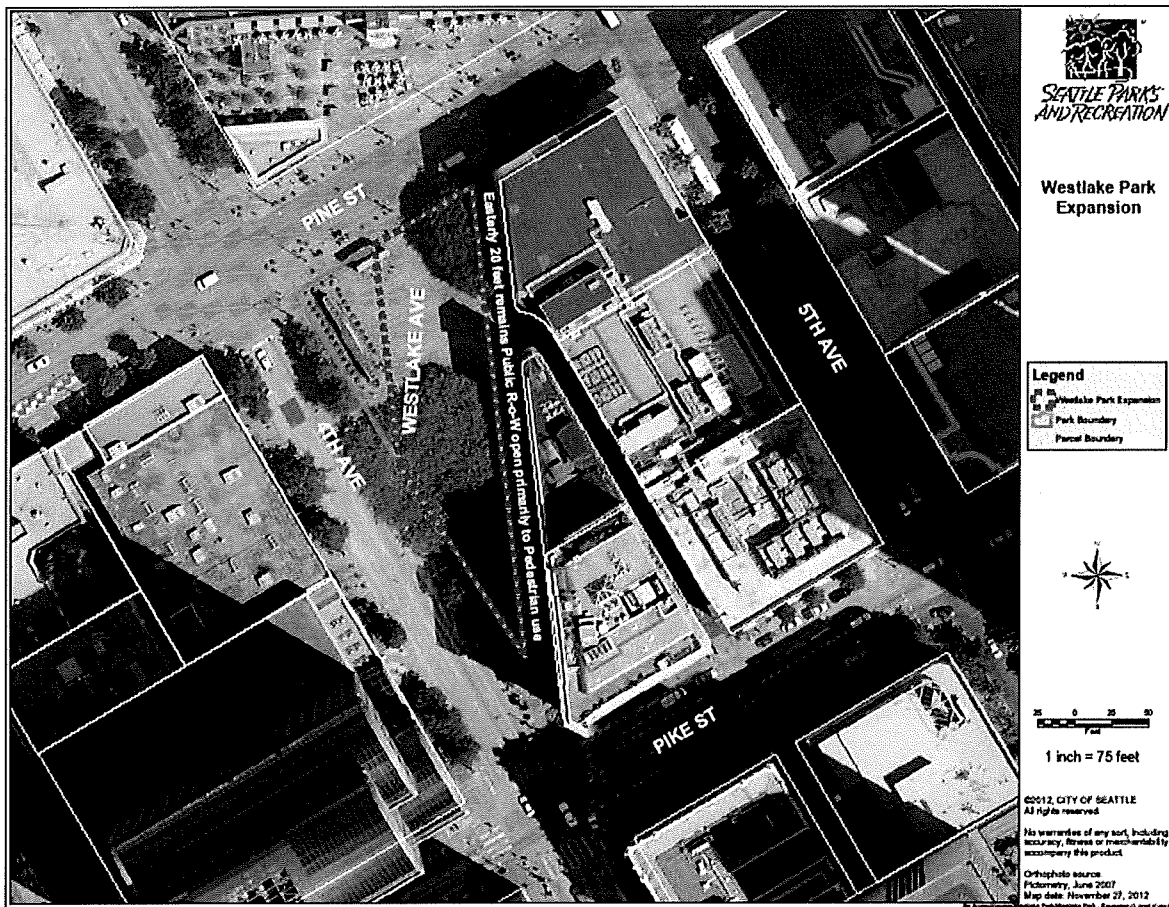


EXHIBIT F
Westlake Park As is Conditions



Corners of Seven Hills sculptures at Weslake Park have chips and damages to the blocks.





Play area surfacing is somewhat deteriorated.



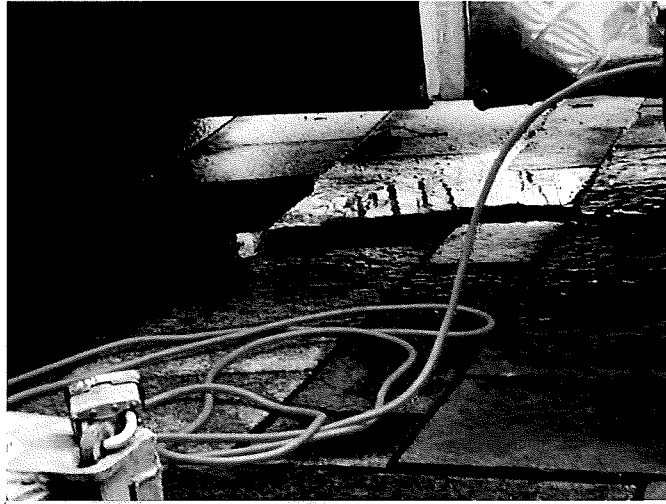
SPR signs need improvement. Two trees are missing from the center of the park.



Light base is cracked. Some electrical boxes do not seem to be working, small amount of graffiti.



Drain grate is clogged and damaged.



Pavers are loose and broken from truck access traffic off of Pine Street. Food trucks need to be using oil pans while parked.



SUMMARY and FISCAL NOTE*

Department:	Contact Person/Phone:	Executive Contact/Phone:
Parks and Recreation	Victoria Schoenberg/684-7031	Michael McVicker/727-8516

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Partnership Agreement for the Activation and Programming of Westlake Park and Occidental Square; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation authorizes the Superintendent of Parks and Recreation (DPR) to enter into an agreement to have DBIA Services (DBIA), a subsidiary of the Downtown Seattle Association, provide activation and programming at Westlake Park and Occidental Square. The agreement has been approved by the DBIA Services Executive Director and is pending approval by the organization's Board of Directors; the Board's approval may not occur prior to City Council action on the agreement due to the Board's meeting schedule.

DBIA will manage permitting and scheduling of activation, programming, concessions, vending and special events. DPR will continue to permit, and maintain responsibility, for all First Amendment and free speech activities.

Over the five years of the agreement SPR will pay DBIA \$900,000, an amount DBIA will match with a minimum of three private dollars for every public dollar spent. In addition, over the term of the agreement DPR will spend an additional \$25,000 for a Westlake Park capital project prioritization planning study. The agreement ends on December 31, 2020. This is a Seattle Park District funded project: Urban Park Partnerships Initiative.

2. CAPITAL IMPROVEMENT PROGRAM

☐ This legislation creates, funds, or amends a CIP Project.

3. SUMMARY OF FINANCIAL IMPLICATIONS

☒ This legislation does not have direct financial implications.

4. OTHER IMPLICATIONS

- a) Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?
No.

b) Is there financial cost or other impacts of not implementing the legislation?

Not implementing this legislation would eliminate the more than 3 to 1 match in funding provided by DBIA.

c) Does this legislation affect any departments besides the originating department?

No.

d) Is a public hearing required for this legislation?

No.

e) Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

g) Does this legislation affect a piece of property?

Yes, the legislation supports maintenance and activation at Westlake Park and Occidental Square.

h) Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

The activation and maintenance provided by DBIA during the pilot agreement has improved the visitor experience for all park patrons. Continuation of the improvements based on the proposed new agreement will continue to benefit all members of the community.

i) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.

Long-term measureable goals will be documented in a bi-annual report submitted to the City, and include:

- Creating a safe, welcoming and vibrant environment in the parks as measured by achieving and maintaining an annual average of 1:1 ratio between men and women,
- Including underserved communities, cultural organizations and human service providers in activation and programming strategies as documented through ongoing communication tools,
- Performing daily and event-based people counts,
- Application of all funds raised and collected towards programming and activation of the same parks.

j) Other Issues: There are none.

List attachments/exhibits below:

STATE OF WASHINGTON – KING COUNTY

--SS.

340356
CITY OF SEATTLE CLERKS OFFICE

No. 125088,89,90,91,92

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 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

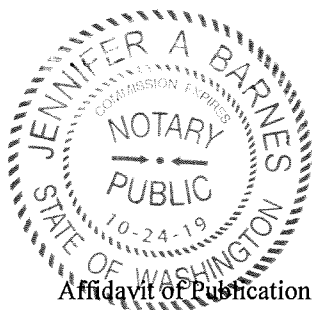
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

08/08/16

The amount of the fee charged for the foregoing publication is the sum of \$ 111.65, which amount has been paid in full.



Affidavit of Publication

A handwritten signature in dark ink, appearing to be "M. D. C.", written over a horizontal line.

Subscribed and sworn to before me on

08/08/2016

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on July 25, 2016 and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125088

Council Bill 118726

AN ORDINANCE relating to the Mercer Arena; authorizing the Director of the Seattle Center Department to execute a third amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera; and lifting a budget proviso.

Ordinance 125089

Council Bill 118730

AN ORDINANCE relating to the Central Waterfront Project, authorizing the execution of a Memorandum of Agreement concerning funding for the Parks Central Waterfront Piers Rehabilitation project (K732493) between The City of Seattle and the Friends of Waterfront Seattle; authorizing the Director of the Seattle Department of Transportation to accept non-City funds on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation and the Seattle Department of Parks and Recreation; revising allocations for certain projects in the 2016-2021 CIP; and ratifying and confirming certain prior acts.

Ordinance 125090

Council Bill 118734

AN ORDINANCE granting SP Greenwood LLC permission to construct and maintain a public art installation on a portion of 1st Avenue Northwest, southwest of the intersection with Northwest 85th Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125091

Council Bill 118735

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Partnership Agreement for the Activation and Programming of Westlake Park and Occidental Square; and ratifying and confirming certain prior acts.

Ordinance 125092

Council Bill 118738

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof. Resolution 31678

Date of publication in the Seattle Daily Journal of Commerce, August 8, 2016.

8/8(3-40356)