

Seattle Center Arena Project
Community Benefits Summary
DRAFT REPRESENTING CONSENSUS
May 6th, 2018

The partnership between the City of Seattle (the City) and Oak View Group (OVG) to redevelop the Arena at Seattle Center offers an unparalleled opportunity to champion Seattle Center’s purpose: *to create exceptional events, experiences and environments that delight and inspire the human spirit to build stronger communities*. The community benefits outlined in this document support and ground the City, OVG and community partners in their shared responsibilities for this innovative and transformative project.

DURING ARENA CONSTRUCTION (TO BE INCLUDED IN DEVELOPMENT AGREEMENT)

- **Community Liaison** established by OVG before construction begins
 - Bi-Weekly (every other week) meetings to coordinate with community, city, and resident organizations on mitigating construction impacts and advance efforts to support ongoing activities at Seattle Center and in the adjacent communities. Contractor participates. City, including SDOT and SDCI also participate, as needed. Position to commit to support working relationship through direct links to community councils, participate on civic groups, and other business-related civic groups.

- **Ombudsperson.** City will designate a staff person at Seattle Center to serve as a conduit between communities, OVG and City departments, beginning with the start of construction. The Ombudsperson will serve as a conduit between OVG, the communities/ resident organizations, Seattle Center and City Hall. The Ombudsperson will be a help ensure all parties live up to the terms of the CBA and related agreements. They will also work in partnership with community organizations’ and resident organizations on initiatives to support small businesses and resident organizations during construction and make special events and public space activations successful.

- **Organizational Capacity Building.** \$75K/year for 3 years to provide organizational capacity for to Uptown Alliance (and to support the Uptown Arts and Culture Coalition via the Uptown Alliance), starting with construction commencement. Responsibilities include, but are not limited to:
 - Support during construction to area businesses and organizations
 - Provide small business retention and support
 - Support for OIS work in Uptown for 2 years construction plus 1-year transition to full arena operations.
 - Support development of ‘arts, culture, entertainment district’ concept via Uptown Arts and Culture Coalition
 - Support development of partnerships with arts organizations and business organizations

- Capacity built in the first 3 years should leverage different resources by year 4 (Department of Neighborhoods, Only in Seattle, Office of Arts and Culture, 4Culture)
 - Report out to neighborhood organizations annually on results of building organizational capacity and the outcomes and results from the positions created.
 - Funding is separate from the Community Fund.
- **Community Coordination Committee.** The City and OVG will staff a monthly Community Coordination Committee that will ensure frequent communications between OVG, communities/resident organizations and Seattle Center regarding construction activities, impact mitigation and on-going operations of the Arena. The Committee membership will include all affected organizations both in the community and on the SC campus. The Committee will begin its work during the construction timeframe but may extend its functions into the implementation phase of the project. All of the impacted geographic communities will be represented; decision-making will be defined with understanding that there will be flexibility over time. The Ombudsperson and OVG liaison will facilitate the meetings of the Council and address issues that arise.
- **Meeting Space.** Provide community local meeting space for Uptown Alliance, Uptown Arts and Culture Coalition with the following frequency:
 - Offer bi-weekly (every other week) meeting space, 10-12pp (provided by OVG)
 - Offer quarterly meeting space, 30-50pp (provided by Seattle Center)
- **Collaboration on Events During Construction.** During Arena construction, OVG, acting through its community liaison, will work with the community to jointly sponsor events on campus and off-campus per year that promote small businesses in the area and arts and culture in the respective communities. This will address interruptions that will likely impact on-campus events and in adjacent communities during construction, as well as to set the stage for future collaboration. These events can be new or existing events to host and/or promote. The intent is to activate the neighborhood and provide incentives for customers to continue to support the Uptown businesses and organizations during the construction period.

DURING ARENA OPERATIONS (TO BE INCLUDED IN LEASE AGREEMENT)

- **Continuation of OVG Community Liaison** efforts to be aligned with the Community Coordination Committee
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 - Monthly meetings for OVG team and City to coordinate with affected communities on Arena operations, event schedule, traffic, trash clean up, plaza programming / activations, etc.
 - Agreement to consider impacts in broader area generally defined as First Ave West, Valley Street, 5th Avenue North, and Denny Way; subject to adjustment over time.

- **Ombudsperson.** The Ombudsperson shall continue to serve as facilitator/coordinator of the work of the Coordination Committee. The City reserves the right to review the need and funding for this position 2 years following completion of Arena construction and potentially longer pending funding and need.
- **Clean and Safe.** OVG will commit to preserve the environs around the new Seattle Center Arena in a clean and safe condition, collecting trash, refuse and otherwise restoring the Arena surroundings, including the northwest courtyards, breezeway and surrounding areas, to a clean and usable condition immediately following the completion of all Arena activities. OVG, through its liaison, will coordinate and communicate regularly with the Seattle Center, resident organizations and the larger community about its activities in this regard and address any issues that may arise via the Community Coordination Committee described above.
- **Meeting Space.** OVG and Seattle Center will continue to provide meeting space (see construction phase); it is understood that OVG will have to re-assess space availability when the arena opens.
- **Arena Community Development Fund**
 - *Overall Mission:* Supporting efforts of Seattle Center resident organizations and impacted neighborhood and community organizations targeted to Youth, Arts, Music, and Culture. The Fund aims to make strategic investments in projects, programs, internships and other investments that address critical needs in these areas, while building citywide partnerships, leveraging City, philanthropic, and other partners to achieve larger community development goals. The work of the Fund is overseen by a “Council” which provides grants based on the mission of the Fund. The Fund will have a Grants Council which will administer an annual grants program and make decisions on annual funding awards.
 - The Fund will operate from ongoing 3-year strategic plans to ensure broader vision and strategy, not just annual awards. It solicits annual grant proposals which respond to the established goals in the 3-year strategic plan timeframe.
 - The Fund will use the RSJ Equity Toolkit as a filter for forming strategic plans and annual review of grant proposals.
 - The Fund will engage Seattle Center Foundation or a similar body as “grant manager” for administrative and grantmaking support. This body may also serve as fiscal agent for emerging organizations, if needed or requested by OVG. Either way, OVG responsible for cost of administration, which does not derive from the Community Fund balance.
 - OVG and Giving Council will define a maximum amount for annual in-kind contributions, equivalency of in-kind to cash; distribution of in-kind set annually.
 - Value of in-kind contributions will be set based on their obvious value, for instance, tickets should be face value, advertising should be rate card, and out of pocket expense will be that amount. OVG will provide an annual review / audit of their in-kind contributions through the Fund, including their valuations, and allow community review and discussion of them.
 - Composition of Giving Council (9 total voting members) as follows:

- OVG – 2
- NHL – 1
- Seattle Storm – 1
- Community Organizations from Belltown, South Lake Union, Queen Anne, and Uptowns* –staggered terms to ensure continuity – 2
- Resident Orgs* – staggered terms to ensure continuity – 2
- At large (agreed to by OVG and City) – 1
- Seattle Center – 1 (non-voting)
- Accountability: Grant manager of the Community Fund prepares an annual report and reports regularly to the Seattle Center Director, Seattle Center Advisory Commission on its performance. Report must include specific metrics for outcomes delivered to the community and resident organizations on the Seattle Center campus. This report will be posted on-line and accessible.

* The best way to provide community and resident organization representation on the Council will be subject to further discussion.

CROSS REFERENCES FROM OTHER AREAS OF TRANSACTION DOCUMENTS

- **Cross promotion and economic development.** As part of community development fund, OVG will provide cross-promotional opportunities with and members of impacted neighborhood organizations on and off Seattle Center campus, such as:
 - Advertising at Arena events
 - Package deals such as dinner/event tickets
 - Display of art of local artists on the interior walls of the arena
 - Inclusion of local musicians in programs
 - Marketing campaign for businesses and community organizations
 - Local concessionaire/vendor program inside and outside the Arena
 - Contribution to community branding efforts and local arts events.
- **Local Jobs.** OVG will support the creation of livable wage jobs, work for Women and Minority Business Enterprises (WMBEs) and apprenticeships. The City’s “Inclusion Plan” will serve as guidance for the inclusion of WMBEs to maximize participation from historically disenfranchised communities. The development and lease agreements will also include a requirement that OVG enter into project labor and labor harmony agreements with organizations representing workers at the Arena. OVG will also outline an implementation process for the City’s Priority Hire program.
- **Connectivity/Way-finding:** Commitment to design and funding elements that will enhance connectivity and wayfinding between and among the adjacent communities and Seattle Center that incorporates the arts. The intent is to ensure that there is “wayfinding” that enables residents and visitors to get to and from Seattle Center as well as within Seattle Center, not just

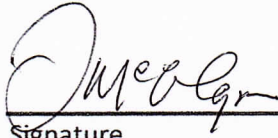
serving the Arena. Design of additional wayfinding will be subject to City of Seattle / Seattle Center design standards.

- **Mobility Improvements.** Increased accessibility and convenience of sustainable transportation options are fundamental to the long-term success of the Arena project. To that end, the North Downtown Mobility Action Plan (MAP) studies and supports multimodal transportation (including pedestrian, freight and transit), access, and mobility through the Uptown, Belltown, and SLU neighborhoods. The multimodal plan will identify strategic and innovative mobility improvements by building on community plans and vision documents, aligning improvements with current planning efforts associated with the Arena and the City's One Center City long-range transportation plan and public realm plan, and prioritizing improvements for funding and implementation. The City will review the MAP results when prioritizing the transportation funding from this project.

- **Transportation-related Issues.** While transportation-related items will likely be integrated into several transaction agreements between the City and OVG, the specifics that communities are interested in addressing include, but are not limited to:
 - Education program for users of Seattle Center and Arena to reduce transportation impacts to adjacent neighborhoods (Belltown, South Lake Union, Uptown, and Queen Anne).
 - Fully integrated parking management Plan including drop off locations, signage and parking availability.
 - Transportation management strategies and signage that address the needs of surrounding neighborhoods including Belltown, South Lake Union, Uptown, and Queen Anne.
 - Address parking overages in adjacent neighborhoods.
 - Specific measures that prioritize pedestrian access.

The City will show a cross-reference to relevant sections of the transaction documents that address these issues.

The following community and resident organizations participated in this process and endorse the terms above as a consensus of the parties, subject to review of the final language in the applicable provisions of the Development Agreement, Lease Agreement, and Seattle Center Integration Agreement.



Signature

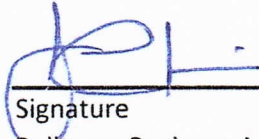
DEAN McCOSGAN

Print Name

5/7/18

Date

Belltown Community Council



Signature

JIM MILLER

Print Name

5-7-2018

Date

Belltown Business Association

Signature

Print Name

Date

Seattle Center Foundation

Signature

Print Name

Date

Seattle International Film Festival

Signature

Print Name

Date

South Lake Union Community Council

Signature

Print Name

Date

Queen Anne Community Council

Signature

Print Name

Date

Uptown Alliance

Signature

Print Name

Date

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Signature	Print Name	Date
Belltown Community Council		

	Jane Zalutsky	5/7/18
Signature	Print Name	Date
Seattle Center Foundation		

Signature	Print Name	Date
Seattle International Film Festival		

Signature	Print Name	Date
South Lake Union Community Council		

Signature	Print Name	Date
Queen Anne Community Council		


Signature	Print Name	Date
Uptown Alliance		

Signature	Print Name	Date
Uptown Arts and Culture Coalition		

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Seattle Center Foundation		

	Sawhillo	5/10/18
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Signature	Print Name	Date
At Large, Seattle International Film Festival		

Signature	Print Name	Date
South Lake Union Community Council		

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Queen Anne Community Council		

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Uptown Alliance		


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Uptown Arts and Culture Coalition		

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Belltown Community Council		

Signature	Print Name	Date
Seattle Center Foundation		

Signature	Print Name	Date
Seattle International Film Festival		

	Kyle Ducey	5/11/2018
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Signature	Print Name	Date
South Lake Union Community Council		

Signature	Print Name	Date
Queen Anne Community Council		

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Uptown Alliance		

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Seattle Center Foundation		

Signature	Print Name	Date
Seattle International Film Festival		

Signature	Print Name	Date
South Lake Union Community Council		

<i>Ellen Monrad</i>	Ellen Monrad	5-8-2018
Signature	Print Name	Date
Queen Anne Community Council		

Signature	Print Name	Date
Uptown Alliance		

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Uptown Arts and Culture Coalition		

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Signature	Print Name	Date
	Queen Anne Community Council	

<i>Rick Hooper</i>	RICK HOOPER	5/7/18
Signature Uptown Alliance	Co-president	Print Name Date

Signature	Print Name	Date
	Uptown Arts and Culture Coalition	

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Queen Anne Community Council		

Signature	Print Name	Date
Uptown Alliance		

	CYRUS DESPRES	5/7/2012
Signature	Print Name	Date
Uptown Arts and Culture Coalition		