

TERM SHEET

RAINIER URBAN FARM AND WETLANDS PROJECT

The purpose of this Term Sheet is to set forth the understanding of The City of Seattle, The Seattle Parks Foundation, Seattle Tilth, and the Friends of Rainier Beach Urban Farm and Wetlands with respect to the design, construction and financing of improvements at 5513 S. Cloverdale Street, Seattle, WA 98118, the site of the former Atlantic City Nursery ("Project") so as to prepare the site for urban agriculture and educational activities. The undersigned agree that this Term Sheet is not a binding contract but is an expression of the principal terms proposed by each to accomplish their mutual objectives and that no party shall have any obligation to any other party until final agreements are executed.

**I. Basic Obligations of The City of Seattle.**

A. The City of Seattle ("City"), as owner of the Project site, has contracted with Seattle Tilth ("Tilth") and the Friends of Rainier Beach Urban Farm and Wetlands ("Friends") for operation of the Project site for five years. The purpose of this agreement is to provide for public access and community gardening at the site. Ordinance 123967, 2012.

B. The City will advertise and bid a contract for the Project that is consistent with the Berger Partnership's schematic design ("Project Design") dated August 8, 2014. The advertisement will be structured to include a base bid and alternate bid items that the City may select consistent with available Project funds.

C. Provided the parties all agree there are sufficient funds available or become available on a reimbursable basis to complete the base bid for Project, the City will execute a construction contract for the improvements.

D. The City will obtain permits and provide project management and administrative services for the Project consistent with its normal business practices. The City will be the sole point of contact with the construction contractor and all consultants.

E. The City's share of construction costs will not exceed \$800,000, \$500,000 from 2008 Parks Levy funds and \$300,000 from the City's share of real estate excise taxes.

F. The City will endeavor to commence construction by June 15, 2015.

G. The City will provide documentation of costs to the parties when and as necessary to secure grants and other funds.

**II. Basic Obligation of Seattle Parks Foundation**

The Foundation has received a commitment of \$30,000 in King County Conservation District grant funds for the Project. The Foundation has also raised \$1,191,050 in private donations. The Foundation will transfer and donate these funds (\$1,221,050) to the City for costs related to the construction of the Project pursuant to procedures that the parties will develop according to the following schedule:

Project Bid	\$224,210
25% Project Completion	\$224,210
50% Project Completion	\$224,210
75% Project Completion	\$224,210
100% Project Completion	\$224,210
Project Close Out	\$100,000

**III. Basic Obligations of the Friends of Rainier Beach Urban Farm and Wetlands**

- A. Friends has received a commitment of \$25,000 from The City of Seattle Department of Neighborhoods for the Project. Friends will transfer and donate that amount to the City immediately upon receipt.
- B. Friends has received a commitment of \$291,000 in Washington State grant funds for the Project. Friends will use the State grant funds only to reimburse the City for costs related to the construction of the Project pursuant to procedures that the parties will develop.
- C. Friends will at all times comply with the terms and conditions imposed by the State in connection with the Project grant funds and will promptly process requests for reimbursement and remit those payments to the City.
- D. Friends will contract with and use Tilth at all times as its fiscal sponsor pursuant to a written agreement with respect to funds dedicated to the Project.

**IV. Basic Obligations of Seattle Tilth**

- A. Tilth was awarded funds from the King County Conservation District and will use \$10,000 of those funds to pay the City for costs related to the construction of the Project pursuant to procedures that the parties will develop.
- B. Tilth has been recommended to receive \$297,790 in Washington State grant funds for the Project from the Building Communities Fund Program. Tilth will use the State grant funds only to reimburse the City for costs related to the construction of the Project pursuant to procedures that the parties will develop.
- C. Tilth will at all times comply with the terms and conditions imposed by the State in connection with the Project grant funds and will promptly process requests for reimbursement and remit those payments to the City.
- D. Tilth will contract with and serve as fiscal agent for the Friends of Rainier Beach Urban Farm and Wetlands for all purposes related to this agreement.

**V. Obligations Common to all Parties**

- A. The parties intend that all costs of completing the Project be included in the Project budget and paid or reimbursed from the amounts described above. Project costs include, but are not limited to, costs of design and other consultants; permit fees; construction; and City project management and administrative costs.
- B. The parties intend to work together in good faith to identify cost savings, including potential design changes, that will allow the Project to be realized to the maximum extent possible in the event that bids for the Project exceed the Project budget.

THE CITY OF SEATTLE

SEATTLE PARKS FOUNDATION

By \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

SEATTLE TILTH

FRIENDS OF RAINIER BEACH URBAN FARM

By \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_