

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this 21 day of November 2022, between The City of Seattle (“City”) and Seattle Public Schools (“SPS”). The City and SPS are collectively referred to herein as the “Parties.”

The Parties agree as follows:

1. On October 1, 2021, a Letter of Intent (“LOI”) was signed by then-Mayor Jenny Durkan and then-Interim Superintendent Brent Jones, articulating the Parties’ shared goals and principles that could govern the redevelopment of Memorial Stadium at Seattle Center.<sup>1</sup>

2. In February 2022, the voters of the City of Seattle approved the Buildings, Technology and Academics/Athletics V Capital Levy (“BTA V”). The BTA V Capital Levy included funding for the replacement of Memorial Stadium, including replacement of the stadium grandstands, replacement of the synthetic turf, and upgrades to the field lighting. Nothing in this MOA should be construed as altering SPS’s BTA V commitments to the voters, including the replacement of Memorial Stadium.

3. Since the signing of the LOI, the Parties have continued to collaborate on an alternative vision for an enhanced Memorial Stadium project that could support City desired program elements in addition to meeting SPS’s program needs. SPS is committed to continuing this collaboration, as described below, as long as it does not impede the timely replacement of Memorial Stadium as approved by the voters.

4. The Parties desire to jointly seek a private development partner (the “Developer/Operator”) to, among other things: (a) provide an additional source of funding for

---

<sup>1</sup> The LOI also stated shared goals concerning the potential development of an elementary school and park space at a site in the Belltown neighborhood of Seattle, known as the Battery Street Tunnel site. While the Parties continue to share these goals, this MOA concerns only the redevelopment of Memorial Stadium.

the stadium project; (b) collaborate with the Parties on the design of an enhanced facility to better serve students and the public, (c) better integrate the facility with Seattle Center campus, and (d) make the new stadium a first-class venue for athletic, academic, cultural, and community events. (The proposed new stadium contemplated in this MOA is referred to herein as the “Project”). Should agreement be reached with a Developer/Operator, the Parties anticipate that the Developer/Operator will take a lead role in the permitting, development, and construction of the new stadium. The Parties also anticipate that in consideration for a substantial private investment, the selected Developer/Operator will receive use rights to the facility when not needed for SPS events and will operate and maintain the new stadium as a world-class civic venue for athletic, academic, cultural and community events, while integrating with and contributing to the vibrancy of the Seattle Center.

5. Because an agreement with a private development partner was not expressly contemplated when the LOI was signed, the Parties recognize that the process agreed to in this MOA is a change to the process outlined in the LOI. While the Parties reaffirm their shared commitment to the principles and values underlying the LOI, they agree that the process agreed to in this MOA supersedes any inconsistent process in the LOI.

6. This section outlines the Parties’ basic understanding of their respective roles and responsibilities for the solicitation and selection of a Developer/Operator through the RFP process described below; the design and construction of the Project; and its operation and maintenance. The Parties acknowledge that such understanding would be subject to documentation in the form of legally binding agreements between themselves and the Developer/Operator. While the Parties anticipate the roles and responsibilities described in this Section, any legally binding agreements to carry out these anticipated roles and responsibilities,

such as a development agreement and lease with specified operating requirements, will be subject to the approval of both the Seattle Public Schools Board of Directors and the Seattle City Council, and may include terms and conditions not set forth in this MOA. It is anticipated that any such eventual agreements would reflect the allocation of basic roles and responsibilities between the Parties as follows:

A) SPS and the City will jointly approve the RFP, which will be issued once it has been approved by both Parties;

B) SPS and the City would jointly undertake the management of the RFP process of selecting the Developer/Operator and the City will, in close collaboration with SPS, undertake negotiation of any legally binding agreements with the Developer/Operator selected by the Parties for the design, construction and eventual operation and maintenance of the Project;

C) The City, in a principal role, would oversee the design, development, and construction of the Project in close collaboration with SPS to ensure that the completed Project meets the needs of the Parties as reflected in this MOA and as further negotiated and stated in later agreements between themselves and with the Developer/Operator;

D) The City, in close collaboration with SPS, will manage the ongoing relationship with the Developer/Operator such that the Project and its Developer/Operator continuously respect the priority use and financial requirements of SPS and the City's requirements for meaningful integration with the operation of the Seattle Center. Among other steps, the City and SPS will create a joint operating oversight group that will include representatives of both Parties, and that will be responsible for joint oversight of the management of the Project after completion;

E) The City will be continuously obligated to ensure that the Developer/Operator operates and maintains the Project in a first-class condition consistent with an objective standard measurable by reference to the maintenance of other reasonably comparable facilities; and

F) The School District will provide a total amount of \$66.5 Million to the Project, and the City will provide, upon City Council approval, a total amount of between \$21 Million - \$40 Million to the Project. Each Party's total funding commitment includes the internal costs, soft costs and other expenses each Party typically includes in its capital projects. The Parties agree that the exact timing for providing their respective funding is to be determined and may be subject to further negotiation with the Developer/Operator.

7. To further their shared goals and vision for the enhanced stadium facility and to seek a Developer/Operator for the redevelopment of the stadium, the Parties agree to collaborate on the preparation and joint issuance of a Request for Proposals for the Redevelopment of Memorial Stadium at Seattle Center (the "RFP"). The RFP will invite proposals from qualified parties interested in redeveloping, operating, and maintaining the new Memorial Stadium as a world-class civic stadium for athletic, academic, cultural, and community events, and in making a substantial financial contribution (as discussed above) to the development of the Project. Through the RFP process, SPS and the City hope to select a proposal that best meets the objectives developed jointly by the parties and described in more detail in the RFP. The City will provide the resources necessary to draft the RFP and manage the advertising and selection process, and SPS will designate one or more RFP representatives to collaborate with the City to ensure that SPS's interests are met.

8. The Parties agree that the RFP will identify the design elements and operating requirements described in this Section as essential for the continued participation of each of the

Parties in the Project. SPS will require that the new stadium be student-centered, provide a minimum of 4500 seats, meet Washington Interscholastic Activities Association (WIAA) requirements, construct four separate locker rooms, an official locker room, concession stands, restroom facilities, synthetic turf, and field lights, and restore the Memorial Wall, pending restrictions or obligations resulting from a historic landmarks designation or clearance process. SPS will also require that the RFP set forth requirements concerning the construction schedule; its priority use needs; a completion guarantee; and remedies should the Developer/Operator fail to meet its obligations to operate and maintain the Project in a first-class condition as described above.

The City's requirements include the completion of August Wilson Way along the north side of the stadium, the creation of a new open space lid connecting the International Fountain with the new stadium, the creation of service shops and warehouse storage space under the open space lid, and creation of open-view corridors and pedestrian access on all four sides of the new stadium.

Although the conceptual design prepared by the Populous firm will be the reference point for respondents to the RFP, the RFP must also invite prospective respondents to articulate alternative specifications and designs, as long as the above elements, financing commitments and use requirements can be satisfied.

9. SPS owns certain property located immediately east of Memorial Stadium that is currently used for surface parking. The RFP will require proposers to include a proposal for the Memorial Stadium site but will also invite prospective respondents to propose an alternative or addition to the Project that incorporates the parking lot area into the Project footprint ("Site Alternative"). Proposals that include the Site Alternative must also satisfy the requirements of

both the City and SPS, as identified in paragraph 7 above. The RFP will require proposals for the Site Alternative to (i) benefit students, (ii) identify the reasons for incorporating the parking site and its impact on the financial viability of the Project, (iii) demonstrate that the Site Alternative will allow the Project to generate sufficient revenue to compensate SPS at a minimum for the loss of use of the parking lot site, including but not limited to the loss of the revenue currently generated by the parking, as well as a return reflecting the loss of the property for other uses during the term of the applicable agreements.

10. SPS and the City will each individually incur costs in support of the Memorial Stadium redevelopment Project; however, the Parties agree to share equally certain costs in support of the RFP process and the success of this effort, including funding in an amount to be negotiated between the parties for a sports facilities specialist and for one or more consultants with inclusive community engagement and communications expertise.

11. The Parties will continue to collaborate on the preparation of the RFP to prepare for issuance in mid-December 2022, allowing for proposals to be received in early 2023. Either Party has the right to reject, in its sole discretion, any response to the RFP that does not meet their needs and interests as described above. If no response to the RFP is received that both Parties agree represents a basis for further consideration and negotiation, SPS will then have the right in its sole discretion to proceed with the replacement of Memorial Stadium funded solely by the BTA V capital levy. If a Developer/Operator is selected through the RFP process, but no agreement with that Developer/Operator has been reached by June 1, 2023, SPS will then have the right in its sole discretion to proceed with the replacement of Memorial Stadium funded solely by the BTA V capital levy.

[Next page for signatures]

By: 

---

Superintendent Brent Jones  
Seattle Public Schools

11/18/2022

---

Date

By: 

---

Mayor Bruce A. Harrell  
The City of Seattle

11/21/22

---

Date