



City of Seattle
DEPARTMENT OF NEIGHBORHOODS
Duwamish River Opportunity Fund
Contract Title: Putting the Park in River City SkatePark
Contract Number: DA20GF046

This Seattle Department of Neighborhoods Agreement (“**the Agreement**”) is made and entered into by and between the City of Seattle (“**the City**”), a Washington municipal corporation, through its Department of Neighborhoods (“**Department**”), as represented by the Director (“**the Director**”); and Friends of River City SkatePark (“**Implementing Organization**”); and Seattle Parks Foundation (“**Fiscal Sponsor**”) to implement the project: Putting the Park in River City SkatePark (“**Project**”). The **Implementing Organization** and **Fiscal Sponsor** are collectively referred to in this Agreement as “**Recipients**” and all obligations of the “**Recipients**” under this Agreement shall be the joint obligations of both the Implementing Organization and the Fiscal Sponsor.

ARTICLE 1: PROJECT INFORMATION AND TERM OF AGREEMENT

SECTION 100: PROJECT DESCRIPTION

The Recipients shall perform the work to complete the Project according to the terms and conditions of this Agreement. As used in this Agreement, “Project” means the following:

The project will create a free skateboard program for Concord students and will construct a flat section for beginning skaters and developing the park to encourage community to use the site as a gathering and community building space.

SECTION 101: PROJECT WORK PLAN

Milestone 1

Month: December

Activities: Execute contract, insurance, W9, create outreach tools for public feedback on design, hire youth graphic designer, research prices, begin requesting donated construction materials

Deliverable: Execute contract, complete outreach tools, hire youth graphic designer, start contacting local businesses

Amount to Invoice: \$0.

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 2

Month: January

Activities: Friends of RCSP schedule focus groups with Concord families and DVYC; Friends of RCSP approach donors and write grants; Graphic designer paired with mentor; Recruitment for skate lessons

Deliverable: Dates for focus group meeting set

Amount to Invoice: \$100. Printing

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 3

Month: February

Activities: Focus groups and design outreach begin; Friends of RCSP approach donors and write grants; Graphic designer completes project update #1; DVYC cleanup #1; Recruitment for skate lessons

Deliverable: Complete project update #1, hold clean up event #1

Amount to Invoice: \$1,030. DVYC stipend, material expenses, graphic design cost, translation expense

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 4**Month: March**

Activities: Concord/DVYC/South Park Neighbor outreach for park design feedback; Graphic designer completes project update #2; DVYC cleanup #2; Friends of RCSP approach donors and write grants; SLAG skate lessons begin for Spring Cohort; Grindline refines design

Deliverable: Complete project update #2, hold clean up event #2, hold skate lessons

Amount to Invoice: \$2,505. DVYC stipend, material expenses, graphic design cost, translation, SLAG lessons, food, printing, skate gear

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 5**Month: April**

Activities: Graphic designer completes project update #3; DVYC cleanup #3; Recruitment for skate lessons; Grindline applies for permits

Deliverable: Complete project update #3, hold clean up event #3, submit permit application

Amount to Invoice: \$1,530. DVYC stipend, graphic design cost, translation, SLAG lessons, food, printing

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 6**Month: May**

Activities: Graphic designer completes project update #4; DVYC cleanup #4; SLAG skate lessons begin for Summer Cohort; Grindline/Seattle Parks Foundation purchase materials.

Deliverable: Complete project update #4, hold clean up event #4, start purchasing of materials

Amount to Invoice: \$5,561.51. DVYC stipend, graphic design cost, translation, SLAG lessons, food, printing, skate gears, park supplies/materials/, bollard

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 7**Month: June**

Activities: Graphic designer completes project update #5; DVYC cleanup #5; Grindline/Seattle Parks Foundation purchase materials; Organize crew and prep work for paving

Deliverable: Complete project update #5, hold clean up event #5, complete purchasing of materials

Amount to Invoice: \$23,943.49. DVYC stipend, graphic design cost, translation, SLAG lessons, food, printing, skate gears, park supplies/materials, skateboard surface materials

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 8**Month: July**

Activities: Installation of bollard, trash cans, seating; Paving entry plaza; DVYC cleanup #6; Graphic designer completes project update #6

Deliverable: Complete project update #6, hold clean up event #6, complete installation and paving activities

Amount to Invoice: \$1630. DVYC stipend, graphic design cost, translation, food, printing
Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

Milestone 9

Month: August

Examples of Activities: Hold celebration event, final report and invoicing

Deliverable: Hold event, submit final report and invoice

Amount to Invoice: \$3700. Food, printing, fiscal sponsor fee

Percent Complete (Out of 100%): Your milestone must be complete 100% to be paid

TOTAL - \$40,000.00

SECTION 102: TERM OF AGREEMENT, PROJECT PERIOD

This Agreement shall be effective on the date when fully signed by an authorized representative of each party (the “Effective Date”). The intended project period is **December 09, 2020 to August 31, 2021**. The Project must be complete, including all reporting requirements, and all funds under this Agreement must be expended by **August 31, 2021**. Any expenses that are not incurred and submitted for reimbursement on or before the last day of the Project Period will not be available for disbursement to Recipients, unless this Agreement is extended in writing at the sole discretion of the Director

SECTION 103: PROJECT LOCATION

736 S Cloverdale St
Seattle, WA 98108

SECTION 104: PROPERTY OWNER PERMISSION

If the Project will require alterations or physical modifications to the property identified in Section 103 the Recipients shall furnish written proof of ownership or permission from the property owner to use the designated site for the Project. No such modifications are anticipated to be made in this Project.

SECTION 105: PROJECT MAINTENANCE

N/A

SECTION 106: REQUIREMENTS, PERMITS, AWARD CONDITIONS and APPROVALS

Prior to proceeding with the Project, the Recipients shall furnish to Yun Pitre (the “City’s Project Consultant”):

- Evidence of insurance as required under Section 402 naming the City of Seattle as an additional insured.

SECTION 107: PROJECT CONTACTS AND NOTICE ADDRESSES

Each party shall use the person designated below as the contact for communications regarding this Agreement and notices required under this Agreement. The primary contacts shall be the authorized contacts for Claims and Report Requirements under this Agreement unless otherwise requested and approved in writing. Notices shall be sent to the addresses below:

A. City of Seattle

Seattle Department of Neighborhoods
Yun Pitre, NMF Project Manager
600 4th Ave, Floor 4, PO Box 94649, Seattle, WA 98124-4649
206-386-1924

- B. Implementing Agency
Friends of River City SkatePark
Jake Hellenkamp, Project manager
1810 E Yesler Way
Seattle, WA 98122
jake@sngi.org
253-353-0396
- C. Fiscal Sponsor
Seattle Parks Foundation
Michelle Benetua, Sr Mgr of Community Partnership and Planning
105 S Main St #235
Seattle WA 98104
michelle@seattleparksfoundation.org
206-332-9900

ARTICLE II: FINANCIAL CONDITIONS

SECTION 200: MAXIMUM FUNDS AVAILABLE

- A. As used in this Agreement, “Allowable Project Costs” means those necessary and eligible costs for implementing the Project as described in the Budget approved by the Department. Conditioned upon the Recipients’ compliance with requirements for reimbursement under this Agreement, the Department shall reimburse the Recipients for the Allowable Project Costs identified in the Budget in an amount not to exceed **\$40,000** (“Maximum Funds”).
- B. Reimbursement of all Allowable Project Costs up to the Maximum Funds amount shall constitute full and complete payment by the City under this Agreement regardless of the total actual Project cost. Allowable Project Costs shall be eligible for reimbursement under this Agreement when either 1) one of the Recipients has paid the costs, or 2) one of the Recipients has become legally obligated to pay.
- C. As used in this Agreement, “Budget” means the Allowable Project Costs described in this section.

Budget	Amount
Personnel Expenses	
CATEGORY SUBTOTAL	\$0.00
Professional Services Expenses	
Youth Graphic Designer Fee	\$300.00
Skate Like a Girl Lessons	\$3,000.00
Translation (Spanish and Vietnamese)	\$480.00
Fiscal Sponsor Fee	\$3,200.00
Waste Management Fee	\$1,800.00
CATEGORY SUBTOTAL	\$8,780.00

Supplies and Material Expenses	
Skate gear for youth (board, helmets, pads, etc)	\$1,950.00
Food for work parties and meetings	\$1,500.00
Skateboard surface materials (concrete, framing materials, etc)	\$20,479.94
Park supplies and materials (garbage /recycling cans, park signage, BBQ, sharp containers, etc)	\$2,173.55
Printing materials	\$1,000.00
Decorative Bollard	\$1,116.51
CATEGORY SUBTOTAL	\$28,220.00
Other: Mileage, parking, stipends, etc	
Duwamish Valley Youth Corps Park Cleanups Stipend	\$3,000.00
CATEGORY SUBTOTAL	\$3,000.00
TOTAL	\$40,000.00

- D. Costs which are incurred prior to the Effective Date of this Agreement are generally not eligible for reimbursement. However, such costs will be reimbursed if each of the following conditions are met: 1) the costs are eligible and Allowable Project Costs, and 2) the costs were incurred during the intended Project Period in Section 102, and 3) the costs were incurred after the Recipients fully executed this Agreement in the form provided by the Department and returned it to the Department.
- E. Within 30 days of the Effective Date, the Department may, in its discretion, advance Recipient(s) up to \$5,000 or ten percent (10%) of the Project Budget, whichever is less, for start-up costs. The request must be initiated by an invoice from the Recipients and addressed to the City's Project Consultant. Prior to receiving any additional reimbursement under this Agreement, Recipients must submit one or more Claims under Section 302 demonstrating that all start-up funds were actually expended for Allowable Project Costs in accordance with the Budget.

SECTION 201: PROJECT BUDGET REVISIONS AND OVERRUNS

All Budget revisions must be approved by the Department prior to expenditure. The City will not be responsible for any overruns and/or revisions incurred prior to its approval, unless such cost overruns result from requests by the City to change the Project or are the result of Budget revisions made by the City.

Budget revisions which increase or reduce the Maximum Funds, or which redirect more than 10% of the total amount of any Budget subcategory to another Budget subcategory, must be authorized by an executed amendment to this Agreement. Smaller shifts of dollars between line items within one subcategory or redirection of less than 10% between cost subcategories may be approved verbally by the City's Project Consultant.

SECTION 202: PROJECT INCOME

Where the activities of this Project are expected to yield income to the Project from sales of tickets or otherwise, or where excess income is generated during or after the term of this Agreement, the Recipients must use the income for Project purposes or to extend the activities of this Project.

ARTICLE III: RECIPIENTS' RESPONSIBILITIES

SECTION 300: FISCAL RESPONSIBILITIES OF THE RECIPIENTS

The Recipients act as trustees of the funds provided by the City and assume the financial responsibilities related to completion of the Project. The Recipients handle and are accountable for the disbursement and use of Project funds in compliance with this Agreement, including the following:

- Disbursing any pre-paid funds and using City funds for reimbursement of Allowable Project Costs in accordance with the Budget as specified under Section 200.
- Making payments for all Project-related expenses as well as providing up-front cash to pay for Project costs until reimbursement is received from the City.
- Accepting and depositing checks from the City of Seattle for Allowable Project Costs.
- Maintaining a financial accounting system and maintaining records for the Project that document all expenditures of Duwamish River Opportunity Fund and income related to the Project as specified under Article II.
- Preparing and submitting Claims as specified under Section 304.
- Maintaining a third-party liability insurance policy as specified in under Section 402.
- Coordinating selection processes and/or subcontracting process if required and as specified under Section 404, 405, 406, and 407.
- Complying with applicable prevailing and minimum wage requirements of Washington State law if applicable under Section 408.
- Complying with the City's Social Equity requirements for the life of the Project, as specified under Section 502.
- Providing a tax identification number for the organization or business to allow the City to send appropriate tax records to the Internal Revenue Service (IRS).
- Ensuring compliance with IRS requirements applicable to the Project and the award funds.

SECTION 301: RECIPIENTS' RIGHT TO WITHHOLD FUNDS AND RESPONSIBILITY TO PAY THIRD PARTIES

If any vendor, personnel, contractor or other party contracted for the Project fails to fulfill its contract obligations, the Recipients may withhold funds until the contracted obligations have been completed to the satisfaction of the Recipients. This clause should be included in agreements between the Recipients and its contractors.

The City shall not be held responsible for any amounts claimed by the Recipients' employees, suppliers, staff, contractors or subcontractors which have not been approved for payment by the City or which have been disbursed to the Recipients.

SECTION 302: DOCUMENTATION OF COSTS AND FINANCIAL RECORDS REQUIREMENT

- A. The Recipients shall keep good, complete, and accurate financial records relating to all activities under this Agreement. All accounting documents pertaining in whole or in part to this Agreement and the Project shall be clearly identified and readily accessible, and the City shall have the right to audit

the records of the Recipients as they relate to the Project, upon reasonable notice. The Recipients are also responsible for the following:

- Maintaining an effective system of internal control over and accountability for all funds and property supplied to the Project to ensure the same are used solely for authorized Project-related purposes.
 - Keeping a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Recipient's accounting records. A receipt, invoice marked "Paid," or payroll record must substantiate the line item notations.
 - Maintaining payroll and financial records for a period of six (6) years after receipt of final payment under the Agreement.
 - Permitting representatives of the City, the United States and the State Auditor to inspect and audit Recipient's records with respect to all matters under this Agreement at any time during normal business hours and as often as necessary.
 - Repaying to the City any funds in Recipients' possession at the time of the expiration or termination of this Agreement that may be due to the City.
 - Providing the Internal Revenue Service with appropriate and timely information regarding employee and/or consultant earnings.
- B. In the event that the United States or the State or the City shall determine that any funds were expended by the Recipients for costs which are not Allowable Project Costs, or which are otherwise ineligible for reimbursement under this Agreement, the Recipient shall within thirty (30) days remit the same to the Department.
- C. Further, all financial records and fiscal control systems will be established and maintained in a manner to meet the approval of the City and the State Auditor; records and reports submitted shall be satisfactory to meet the approval of the Director of the Department of Neighborhoods.

SECTION 303: RESPONSIBILITIES OF RECIPIENTS FOR IMPLEMENTATION

The Recipients are awarded the Duwamish River Opportunity Fund and are responsible for the performance of the work and the long-term maintenance of the Project. The Recipients are responsible for the following:

- Maintaining the Project throughout its useful life as specified under Section 105.
- Providing documentation and evidence of services rendered, and equipment purchased so as to satisfy the City's requirements for payment of funds, as specified under Section 200.
- Executing contracts with vendors, consultants, contractors as necessary to provide materials and services to accomplish the Project.
- Recruiting, supervising, and training volunteer workers to accomplish the Project.
- Maintaining records, particularly as they relate to Volunteers as specified under Section 304 and 305.
- Maintaining a third-party liability insurance policy as specified under Section 402.
- Coordinating selection processes and/or subcontracting processes if required and as specified under Section 404, 405, 406, and 407.
- Complying with applicable prevailing and minimum wage requirements of State law as specified under Section 408.
- Complying with the City's Social Equity requirements for the life of the project, as specified under Section 502.

SECTION 304: REIMBURSEMENT PROCESS

As used in this Agreement, “Claim” means a claim for reimbursement of Allowable Project Costs. Recipients may submit Claims to the Department during the Project Period not more frequently than bi-monthly. All Claims shall be supported by properly executed payrolls, time records, receipts, invoices, vouchers, or other official documentation as evidence of the eligibility and validity of all allowable Project costs.

With the exception of any start-up funds provided by the Department under Section 200, the City will not advance any funds, but will only make reimbursement based on Recipients’ properly submitted Claim(s) for eligible Allowable Project Costs. After Recipients have submitted Claim(s) properly documenting the expenditure of all start-up funds, the Department will make every effort to issue reimbursement for Claims within **7 working days** after receipt of a properly documented Claim; however, up to 30 days without dispute.

- A. The Recipients shall use the City of Seattle email address, DROF@seattle.gov, to submit the Invoice and Reporting Form, which includes:
 - 1. **Claim** that outlines the Allowable Project Costs eligible to be reimbursed as outlined in Section 200. The Claim shall include documentation supporting the expenses to be reimbursed, which includes electronic copies of all receipts, purchase orders, invoices, and/or vouchers for individual expenses.
 - 2. **Status Report** that outlines the progress of the Project throughout the specified period of time as specified under Section 305.

The Department will authorize reimbursement payments after receipt and approval of such Claim by the Division Director. Approved Claims will result in a payment directly to the Recipients’ designated representative for receipt of funds.

- B. The Department reserves the right to withhold payments pending properly completed and submitted Claim, Status Report, and/or scanned documents as required under this Agreement.
- C. All expenditures must be incurred by the closing date, as specified under Section 102, unless properly amended. The Recipient must submit the Final Claim along with the Final Status Report as listed in the last Task in Section 101, by the closing date of this Agreement.

SECTION 305: PROJECT REPORTING

- A. **Reports:** The Recipient shall submit a Status Report with each Claim requesting reimbursement for allowable Project costs. Upon completion of the Project scope of work, the Recipient shall submit a Final Status Report. Both Status Report and Final Status Report shall be submitted to DROF@seattle.gov.
- B. **Project Deliverables:** The Recipient shall submit electronic (preferred) or physical copies of materials which help document the progress of the project include project outreach materials (flyers, posters, and postcards), meeting minutes, final reports, photographs, construction timelines, job descriptions, contractor contracts, and design drawings. The Project deliverables shall be submitted to the Division Director.
- C. **Public Information:** All public outreach materials including flyers, posters, signage and plaques shall include the Department of Neighborhood logo and/or this reference to the Duwamish River Opportunity Fund: “This project is funded in part by a Duwamish River Opportunity Fund award from the City of Seattle.”

SECTION 306: QUALITY OF PERFORMANCE

- A. The Recipient shall be responsible for the quality of the Project, any services rendered, and the suitability of the end product for its intended use. Recipient's responsibilities hereunder shall not be reduced by any recommendation or assistance received from the City which varies from the terms and conditions of this Agreement unless reduced to writing, signed by the responsible City officer and made addenda to or amendments of this Agreement.
- B. The City shall judge the adequacy and efficiency of the Project. If during the course of the Agreement, the Project is not being completed in a manner to meet the desired results, the Recipient will make the corrections required by the Department in its reasonable discretion. Failure to make the necessary corrections shall be a material breach of Agreement and be cause for termination.
- C. All work shall be performed, and services supplied in a manner to further the Project's purposes and goals, and in compliance with guidelines for performance set by this Agreement and general direction of the Department.

ARTICLE IV: PROJECT REQUIREMENTS

SECTION 400: INDEMNIFICATION

To the fullest extent permitted by law, the Recipients shall defend, indemnify and save harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages, including attorney's fees ("Claims") arising out of, in connection with, or incident to the Project, including but not limited to the negligence of Recipients, their agents, employees, contractors, or volunteers or any breach of this Agreement; provided that the foregoing shall not be interpreted to apply to Claims arising out of bodily injury to persons or damage to property resulting from the City's sole negligence. If the damages result from concurrent negligence of the City and the Recipients, the City may elect to join in the defense of the claims and the Recipients' indemnification obligation under this Agreement shall apply only to the extent the Claims result from the Recipient's negligence or from the negligence of Recipients' officers, agents, employees, invitees, volunteers and contractors, or from the Recipients' breach of this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee or volunteer of the Recipient, and the Recipient expressly waives all immunity and limitation on liability under the Washington State Industrial Insurance Act (Title 51, RCW), but only as to the City and to the extent necessary to fulfill the defense and indemnification obligation under this Agreement. The obligations of the Recipients under this Section 400 are joint and several obligations of both the Fiscal Sponsor and the Implementing Agency. The obligations under Section 400 shall survive the termination of the Agreement.

SECTION 401: RISK MANAGEMENT

It shall be the responsibility of the Recipients at all times to ensure that the Project is managed in a manner that ensures the safety of those working on the Project and the general public.

SECTION 402: INSURANCE

The Recipients shall, at all times during the term of this Agreement, maintain continuously, *at their own expense*, (1) **Commercial General Liability (CGL)** insurance on form GC 00 01 or equivalent, including premises/ operations, products/completed operations, personal/advertising injury, contractual liability and stop gap liability. The minimum limits of liability shall be \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL); (2) If vehicles are used in the conduct of business, **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired

vehicles, as appropriate. The minimum limits of liability shall be \$1,000,000 CSL; **(3) Worker's Compensation** insurance for the state of Washington and per Federal statutes, as required.

CGL and Automobile insurance as specified above shall: (1) include the City of Seattle as an additional insured for primary and non-contributory limits of liability, (2) shall not be canceled without thirty (30) days prior written notice to the City, except ten (10) days with respect to cancellation for non-payment of premium, and (3) shall have certification issued evidencing compliance with this Section 402 including a copy of the Additional Insured Endorsement issued to "The City of Seattle, Seattle Department of Neighborhoods, PO Box 94649, 600 4th Ave, 4TH Floor, Seattle, WA 98124-4649." Prior to the Recipient receiving any funds, the Department shall approve certification of insurance in connection with the described Project.

SECTION 404: SELECTION PROCESS FOR GOODS AND SERVICES

For the purchase of goods and services of \$5,000 or more from a single vendor, the Recipients shall complete the following Selection Process:

1. Develop a written specification of the item(s) or scope of work to be purchased.
2. Solicit and obtain at least 3 written bids, proposals or cost estimates from qualified vendors.
3. Select the lowest or best bid or quote for the goods and services.
4. Submit written statement to the Division Director describing the selection process.

SECTION 405: SELECTION OF CONSULTANTS PROCESS

For the selection of Consultants, Recipients shall complete the following selection process for professional services. Recipients are encouraged to utilize the City of Seattle's Consultant Roster Program, which lists consultants for various categories of service.

Prior to selecting a consultant, Recipients shall:

- Develop a written scope of work of consultant services needed
- Identify the desired qualifications, related experience and knowledge
- Establish a timeline for the selection process (deadline for proposals, interviews and decisions). Note: Timeline must provide at least 2 weeks for accepting proposals from interested candidates

Based on the type and total value of the professional services, Recipients shall complete the following Selection Process for Consultants:

Services less than \$15,000	Services \$15,000 or more or any architectural or engineering services
1. Invite Consultants from the City of Seattle Consultant Roster to submit proposals. Note: Encouraged to invite Women and Minority Business Enterprises (WMBEs) also located on the City Seattle Consultant Roster.	1. Advertise in the Seattle Daily Journal of Commerce newspaper for a minimum of two (2) days. Optional Step Invite qualified Consultants to submit proposals from City of Seattle Consultant Roster. Note: Encouraged to invite Women and Minority

Services less than \$15,000	Services \$15,000 or more or any architectural or engineering services
<ol style="list-style-type: none"> 2. Receive a minimum of three (3) written proposals that include statement of qualification, related experience and references. 3. Interview the consultants who meet the desired qualifications. 4. Select the preferred consultant based on qualification, experience and best fit for project. Price may be considered as a factor. 	<p>Business Enterprises (WMBEs) also located on the City Seattle Consultant Roster.</p> <ol style="list-style-type: none"> 2. Receive a minimum of three (3) written proposals that include statement of qualification, related experience and references. 3. Interview the consultants who meet the desired qualifications. 4. Select the preferred consultant based on qualification, experience and best fit for project. Price may be considered as a factor for non-architectural or non-engineering services. Architectural and Engineering services must be selected based upon qualifications and a fair and reasonable price negotiated for the services as provided under RCW 39.80.010.

Once a consultant has been selected, Recipient shall:

5. Submit to the Division Director a written outline of the selection process including timeline, proposals submitted, interview candidates, rationale for selecting preferred candidate. Retain copies of all proposals submitted.
6. Negotiate and execute a Consultant contract.
7. Secure a copy of the Consultant's Professional Liability insurance policy.
8. Oversee consultant work, including management of contract and authorization of payments.

SECTION 406: SELECTION OF CONTRACTORS

The Recipients shall complete the following selection process for Contractors:

1. Develop a written specification of the item(s) or scope of work.
2. Identify the desired qualifications, related experience and knowledge needed.
3. Solicit and obtain at least 3 written bids, proposals or cost estimates from qualified Contractors.
4. Select the lowest bid or quote.
5. Submit to the Division Director a written outline of the selection process including timeline, proposals submitted, interview candidates, rationale for selecting preferred candidate. Retain copies of all proposals submitted.
6. Negotiate and execute a contract with Contractor.
7. Secure a copy of the Contractor's Professional Liability insurance policy.
8. Oversee Contractor work, including management of contract and authorization of payments.

SECTION 407: SUBCONTRACTING

This Agreement is personal to each of the parties, and no party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the consent of the other parties. In the event of any approved assignment or subcontract, the City shall continue to hold the Recipients responsible for proper performance of obligations under this Agreement. All provisions of this Agreement shall apply to

all subcontracts entered into by the Recipients. The Recipients shall inform the Department of all subcontracts, including the process used for selecting a subcontractor.

SECTION 408: PREVAILING WAGE REQUIREMENTS

If the funds provided under this Agreement are used to construct, alter, and improve or to maintain a public work, the Recipients shall be responsible for the compliance with the prevailing wage requirements of Washington State law. A “public work” under RCW 39.04.010 includes “all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein”.

The prevailing wage requirements of RCW 39.12.020 for public works funded by public monies states in part: “The hourly wages to be paid to laborers, workers, or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed. The specifications for every contract for the construction, reconstruction, maintenance or repair of any public work shall contain a provision stating the hourly minimum rate of wage, not less than the prevailing rate of wage, which may be paid to laborers, workers, or mechanics in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing the whole or any part of the work contemplated by the contract, and the contract shall contain a stipulation that such laborers, workers, or mechanics shall be paid not less than such specified hourly minimum rate of wage”.

The Recipients shall include in any contract for construction, alteration, restoration, improvement or maintenance of a public work, the following provision:

The Contractor shall comply with the prevailing wage and minimum wage requirements of Washington State law. See RCW 39.12.020 (Prevailing Wage), RCW 49.28 (Hours of Labor), and to RCW 49.46 (Minimum Wage Act) as amended or supplemented.

The Contractor, any subcontractor or other person doing any portion of the Work, shall not pay any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. It shall be the sole responsibility of the Contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any work pursuant to this Contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. It shall also be the Contractor's sole responsibility to ascertain the applicable prevailing rate of wage for each such classification.

SECTION 409: REQUIREMENTS APPLICABLE TO ALL VENDORS, CONSULTANTS, AND CONTRACTORS

Vendors, consultants, and contractors providing goods and services under this Agreement must have all required licenses, including a City of Seattle business license, if required by law. Recipients must verify that persons or entities providing goods and services funded under this Agreement have a current City of Seattle business license, unless otherwise exempted by law. For questions and assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.

ARTICLE V: GENERAL CONDITIONS

SECTION 500: COMPLIANCE WITH LAW

At no cost to the City, the Recipients shall comply with all applicable laws and statutes of the United States and the State of Washington, and the Charter and ordinances of The City of Seattle, including rules, regulations, orders, and directives of the administrative agencies and the officers thereof. Recipients shall obtain any permits and licenses necessary to complete the Project.

SECTION 501: INVOLVEMENT OF FORMER CITY EMPLOYEES

If the Recipients become aware of any former City officer or employee who terminated City office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the paid work under this Agreement, Recipients shall promptly inform the City. The Recipients further agree that no paid work under this Agreement will be done by a former City officer or employee who terminated City office or employment in the last twelve (12) months and who, in the course of official City duties, was involved in, participated in or acted on any matter related to this Agreement.

SECTION 502: SOCIAL EQUITY REQUIREMENTS

- A. The Recipients shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Recipients shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
- B. The Recipients shall promote and seek inclusion of woman and minority businesses on any contracting opportunities for the Project. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.
- C. Inclusion responsibilities for contracting opportunities include using solicitation lists, advertisements in publications directed to minority communities, breaking work down to smaller tasks or quantities, making schedule or requirement modifications that assist woman and minority businesses to compete, targeted recruitment, using consultants or minority community organizations to strategize outreach, and selection strategies that result in greater diversity.
- D. If the Project will receive federal funding that includes requirements for disadvantaged business enterprises and if there is a conflict between the woman and minority inclusion requirements under this Agreement and any applicable federal statute, regulation, or grant requirement, the provisions of the federal statute, regulation, or federal grant shall control.
- E. The provisions of this section shall be inserted into all subcontracts for work covered by this Agreement.

SECTION 503: AMERICANS WITH DISABILITIES ACT

- A. Without limiting the general obligation under Section 500, Recipients must comply with the Americans With Disabilities Act of 1990 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. The Recipients shall provide the following:

1. Provide advance notification of public meetings regarding the project with the statement, “accommodation for persons with disabilities upon request”.
 2. Hold public meetings in accessible locations.
 3. Provide alternate forms of communication if requested.
 4. Make programs or services provided to the public accessible; and
 5. Increase general awareness of and sensitivity to people with disabilities.
- B. This section is applicable to all Projects that require design or construction of a capital improvement. The Americans with Disabilities Act, 28 CFR 35.151 (ADA), requires that every new facility to be constructed on City owned property or within or upon a facility operated by or on behalf of the City, to fully comply with the ADA. Alterations to an existing facility must also comply with the ADA, and an accessible path of travel to altered elements as well as to certain other features serving the altered element, such as drinking fountains, restrooms and the like, are also required to be made accessible to the extent feasible. Duwamish River Opportunity Fund Recipients are responsible for determining and conforming to the applicable provisions of the ADA for any feature or element to be located within a City facility or upon City property. Work which does not conform to the requirements of the ADA may be rejected by the City, in which event the Recipients shall be fully responsible for any corrective work or may in the discretion of the City be required to remove any such work and to restore the City property to its previous condition.

SECTION 504: TITLE TO PROPERTY SUPPLIED OR FUNDED

Whenever Duwamish River Opportunity Fund of \$500.00 or more are used towards the purchase of personal property, ownership of such property shall rest with the City and such property shall be considered to be on loan to the Recipients. Upon the expiration of this Agreement all property purchased or constructed with Duwamish River Opportunity Fund shall be returned to the City via the administering department for use or disposal by the City under the City’s surplus procedures. The City may choose to have the property remain with the Recipients beyond expiration of the Agreement when the property will continue to be used by the community or public. Unless specified otherwise in this Agreement, the following conditions apply to real and personal property used for the Project:

- A. Personal property loaned by private persons, State or Federal agencies, or the City, shall be returned to the owner. Property donated to the Project shall become the property of the City and shall be accepted by the City for its use or disposal, unless the donor specifies that the property is donated to a private entity or person.
- B. The use of City-owned or funded property shall only be used for the purposes set forth in the Agreement and the Recipients shall be responsible for all maintenance, unless otherwise agreed.
- C. The Recipients shall be financially liable for loss, damage or disappearance of any City-owned or funded personal property or any damage to real property and shall report any loss or damage to the Department immediately. The Recipients remain responsible for all City-owned property until transferred to the control of the City or until the Recipients are relieved of responsibility, in writing, by the City.
- D. The Recipients shall provide permanent identification markings on all City-owned or funded properties acquired and shall maintain completed inventory records as required by the City. Cost reimbursement shall be contingent upon satisfactory compliance with these requirements.

- E. If the Project includes any improvements to City-owned real property (for example, a park or a City Right of Way), at the completion of the Project, the City shall own the improvement, subject to the Recipients' maintenance requirements under Section 104 and subject to the written acceptance of the department with jurisdiction and management over the real property. If the Project includes any improvements to privately-owned real property, ownership of the improvements may be determined by the Recipients, provided that the improvements must continue to be used for Project purposes or other public purposes approved by the Department for such periods of time as determined by the Department. In its discretion, the Department may require written confirmation from the owner that the improvement shall remain in use for the public purpose.

SECTION 505: CREATIVE WORKS AND VISUAL ART ON CITY PROPERTY

- A. The City shall not own the copyright of any copyrighted material created with funds under this Agreement. However, in consideration for the provision of Duwamish River Opportunity Fund to any artist or author under this Agreement, the City shall be granted a non-exclusive, irrevocable, unlimited, royalty-free license to use, reproduce, have access to, distribute, or otherwise use for public purpose any creative work produced by the artist or author, notwithstanding the existence of any copyright or trademark designation. This provision shall be included in any agreements with the artists or authors employed or contracted by the Recipients.
- B. All finished or unfinished documents and material prepared by Recipients with funds provided under this Agreement shall be available for inspection and copying by the City and the public.
- C. The City shall have unrestricted license and authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
- D. If the Project includes the installation on City property or the integration into City property of any work of visual art, prior to the installation or integration, the Recipients must deliver to the Department an executed waiver of the creator's rights under the Visual Artists Right Act of 1990 regarding the work of visual art, in a form acceptable to the City.

SECTION 506: DISCLAIMER REQUIRED

Unless specifically exempted by the Director, any documents, whether in a printed, digital or video medium, which are prepared by the Recipients to be made available to the public shall contain the following disclaimer:

This document has been funded in part by the Duwamish River Opportunity Fund of the City of Seattle. The information contained herein does not necessarily reflect the policies, plans, beliefs, conclusions, or ideas, of the City of Seattle. The City does not warrant the accuracy of any of the information, ideas, conclusions, or information, contained in this document.

SECTION 507: RIGHT TO REVIEW DOCUMENTS PREPARED FOR PUBLIC USE

The Recipients shall provide the Department the opportunity to review and comment on any reports or other material prepared or assembled for distribution to the public under this Agreement prior to distribution to the public.

SECTION 508: COMMUNITY PARTICIPATION

The Recipients will take affirmative steps to encourage widespread community participation in planning and carrying out the Project.

SECTION 509: FUTURE SUPPORT

The City makes no commitment of future support and assumes no obligations for future support or maintenance of the Project except as set forth in this Agreement.

SECTION 510: RESERVATION OF RIGHTS

Neither payment by the City nor performance by the Recipients shall be construed as a waiver of any party's right or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

SECTION 511: SEVERABILITY

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the contemplated Project and the parties.

SECTION 512: TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Recipients shall fail to fulfill the obligations under this Agreement in a timely and proper manner, or if Recipients violate any of the terms or conditions of this Agreement, after written notice from the City specifying the nature of the failure and a reasonable time for cure, the Recipient shall be in "default". If the Recipients are in default, the City may terminate this Agreement by giving at least five (5) working days written notice of termination to the Recipients and specifying the effective date. If the City terminates the Agreement for default, the City shall have the rights to all Project-related documents and improvements completed as of the termination date as provided under Sections 504 and 505
- B. Notwithstanding the above, the Recipients shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Recipients, and the City may withhold any payments to the Recipients for the purposes of set off until such time as the exact amount of damages due to the City from the Recipients is determined.

SECTION 513: DEBARMENT

Under Chapter 20.70 of the Seattle Municipal Code (SMC), as amended from time to time, the Director of Finance and Administrative Services or designee may debar and prevent an organization or individual from contracting or subcontracting with the City under certain circumstances defined under SMC 20.70, which include:

1. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
2. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, or other state, local or federal non-discrimination laws;
3. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
4. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
5. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
6. Colluded with another firm to restrain competition;

7. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
8. Failed to cooperate in a City debarment investigation.

The Director or designee may issue an Order of Debarment under the SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

SECTION 514: REPAYMENT

In the event that the City determines any funds provided under this Agreement were misappropriated or not used in compliance with this Agreement, the Recipients shall reimburse the City such funds reasonably determined by the City to be due as a result of the misappropriation or non-compliant use.

SECTION 515: TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Agreement any time by a notice in writing from the City to the Recipients. If the Agreement is terminated for convenience by the City, the Recipients will be reimbursed for all valid and allowed expenditures for Allowable Project Costs incurred prior to the effective date of termination so long as the same are properly submitted as a Claim in the manner required under this Agreement within thirty (30) days of the effective date of termination. Title to any completed Project-related improvements, documents, or property shall be as provided under Sections 504 and 505.

SECTION 516: TERMINATION OF AGREEMENT BY THE RECIPIENTS

This Agreement may be terminated by the Recipients upon fifteen (15) days written notice if the City materially breaches its obligations under the Agreement through no fault of the Recipients. In the event of termination due to the breach of the City, the Recipients shall be paid compensation for eligible Allowable Project Costs incurred before the effective termination date.

SECTION 517: CHANGES

Either party may request changes in the scope of services, performance, or reporting standards to be performed or provided under this Agreement. Any changes which are mutually agreed upon by and between the Recipients and the City must be incorporated in written amendments to this Agreement in order to be binding.

SECTION 518: INTEGRATED DOCUMENT

This Agreement, including all exhibits, embodies the entire agreement, terms and conditions between the City, and the Recipients regarding the Project and Project-related activities. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon either party.

Recipients and the City may execute this Agreement in counterparts, which, taken together, constitute the entire Agreement.

SIGNATURE PAGE

This Agreement is made between The City of Seattle (“**the City**”), acting through the Seattle Department of Neighborhoods (“**the Department**”) and its Director (“**the Director**”), Friends of River City SkatePark (“**Implementing Organization**”), and Seattle Parks Foundation (“**Fiscal Sponsor**”) (or collectively the “**Recipients**”), to implement Putting the Park in River City SkatePark, (“**Project**”), Contract Number DA20GF046


IN WITNESS WHEREOF, THE CITY, THE IMPLEMENTING AGENCY AND THE FISCAL SPONSOR HAVE EXECUTED THIS AGREEMENT.



Kim Schwarzkopf (Dec 1, 2020 2:38:08 PST)

Jake Hellenkemp, Project Manager
Friends of River City SkatePark

12/02/2020

Date



Michelle Benetua, Sr Mgr of Community Partnership & Planning
Seattle Parks Foundation

Andrés Mantilla (Dec 1, 2020 2:38:08 PST)

12/03/2020

Date
12/08/2020

Andrés Mantilla, Director
City of Seattle, Department of Neighborhoods

Date