

Historic South Downtown  
Community Grants  
Contract and Scope of Work

## 1. GRANT INFORMATION COVER SHEET AND DEFINITIONS

Historic South Downtown

Historic South Downtown Pioneer Square – International District Community Preservation & Development Authority (“Historic South Downtown” or “HSD”), a Washington public corporation

Historic South Downtown Address 409B Maynard Ave. S., Seattle, WA 98105

Contractor Restaurant 2 Garden

Contractor Address Seattle, WA 98118

Fiscal Sponsor Seattle Parks Foundation

Fiscal Sponsor Address PO Box 3541  
Seattle, WA 98124-3541

Project Restaurant 2 Garden

Contract Amount \$35,000.00

Contract Start Date 1/1/2022 Contract End Date 11/15/2022

Contract Number HSD2022A014

Termination Date  
(where applicable)

Program Grant Manager James E. King, Jr. at [james@historicsouthdowntown.org](mailto:james@historicsouthdowntown.org), or as otherwise designated by Historic South Downtown.

## 2. CONTRACT

This is Contractor’s Contract with Historic South Downtown in the Contract Amount for the Project. Historic South Downtown, Contractor and Fiscal Sponsor are each a “party” and collectively the “parties” to this Contract. The parties agree as follows.

## 3. SCOPE OF WORK

A detailed description of the deliverables due under this Contract, the budget and the reporting process are contained in Exhibit II (“Scope of Work”). Please review this information carefully. Exhibit II explains the services you are agreeing to provide in accordance with this Contract, the application you submitted to Historic South Downtown and the requirements to which you will adhere for documenting your expenditures and activities associated with this Contract.

#### 4. CONTRACTOR INSTRUCTIONS

- 4.1 Please review and sign this Contract and its Exhibits within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract in the electronic signature tool. If you find an error or if you need to request changes in your Scope of Work or other items, please contact your Program Manager listed above.
- 4.2 Enclosures – Please download and complete any required enclosures listed below and e-mail to Historic South Downtown at [grants@historicsouthdowntown.org](mailto:grants@historicsouthdowntown.org). Enclosures with private information (e.g. social security numbers on a W-9, or EIN) may be mailed to Historic South Downtown, 409B Maynard Ave. S., Seattle, WA 98105
- 4.3 Attachments: Items to be returned at the time you sign the contract:
- Direct Deposit Information
  - Fiscal Sponsorship Agreement, if applicable (Grantee must upload through Foundant)
- 4.4 Historic South Downtown Logo – is available for download in PNG, JPG and EPS formats at the Grantee Resources Center on [historicsouthdowntown.org](http://historicsouthdowntown.org). **Note that the Resources page is password protected. You will receive an email through Foundant with access information.**
- 4.5 Signature – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at DocuSign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by Historic South Downtown's Executive Director.

#### 5. RECITALS

- 5.1 Historic South Downtown is a state-created agency under chapter 43.167 RCW responsible for preserving, restoring, and promoting health, safety and the cultural identity of Seattle's Pioneer Square and Chinatown-International District neighborhoods.
- 5.2 Pursuant to RCW 67.28.160(1)(c), King County Council Motion 14687 and the Transit-Oriented Development Bond Allocation Plan dated July 18, 2016 (the "TOD Plan"), Historic South Downtown is entitled to ten percent (10%) of the County's Transit Oriented Development Bond Funds ("TOD Funds").
- 5.3 Historic South Downtown is required to use the TOD Funds for the preservation, restoration, and promotion of health, safety, economic well-being and the cultural identity of Seattle's Pioneer Square and Chinatown-International District neighborhoods per chapter 43.167 RCW, and to promote sustainable workforce opportunities in accordance with the RCW 67.28.160(1)(c) and the TOD Plan.
- 5.4 Historic South Downtown is required to work with community partners and administer a grant program to fund neighborhood specific projects located in the Chinatown-

International District and Pioneer Square neighborhoods that improve the public realm and connect both neighborhoods.

- 5.5 Historic South Downtown issued a Request for Proposals on September 29, 2021, to which Contractor replied.
- 5.6 Historic South Downtown conducted a review process, incorporating a Community Review Panel, that recommended Contractor's response to the Request for Proposal for funding through the TOD Funds.
- 5.7 Historic South Downtown's Board of Directors, at a special meeting on November 30, 2021, voted unanimous approval of the Community Review Panel's funding recommendations.
- 5.8 This Contract governs the payments, covenants, and agreements to be made and performed by the parties. This contract supersedes all other negotiations or contracts with a prior signature date.

## **6. EXHIBITS**

	Exhibit Name	Amount	Fund Source
I.	Sample Report Form	\$0-	N/A
II.	Scope of Work	\$35,000.00	TOD Funds
III.	Reporting/Invoicing Schedule	\$0-	N/A

## **7. THE PROJECT**

- 7.1 Contractor shall perform the Scope of Work to accomplish the Project under the requirements of this Contract.
- 7.2 Funds awarded under this Contract shall be used solely to reimburse Contractor for expenses incurred solely in accordance with the final agreed upon Scope of Work included as Exhibit I to accomplish the Project.
- 7.3 Contractor shall acknowledge Historic South Downtown's support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the Term, with the credit line "this project was supported, in part, by Historic South Downtown", and/or by the use of the Historic South Downtown logo. <http://www.culturaldevelopment.org/index.htm>
- 7.4 The Contractor shall notify Historic South Downtown whenever possible in advance of any public activities related to the Project.

## **8. TERM**

Subject to earlier termination as provided in Section 10, this Contract commences on the Contract Start Date and remains open until the earliest of the Contract End Date, the Termination Date or upon Contractor's fulfillment of the Scope of Work ("Term").

## **9. PAYMENT TIMING, METHOD AND REPORTING**

- 9.1 Historic South Downtown will provide Contractor the Contract Amount of: \$35,000.00 within 45 days of signing by the Executive Director of Historic South Downtown.
- 9.2 Contractor shall submit an annual report, using the form provided in Exhibit I. The annual report shall be due on or before April 15<sup>th</sup> during the Term. A final report, submitted in the form provided in Exhibit I, is due by April 15<sup>th</sup> of the year following completion of the Scope of Work. All reports shall be sent electronically to [grants@historicsouthdowntown.org](mailto:grants@historicsouthdowntown.org).
- 9.3 If the Contractor fails to comply with any provision of this Contract or to provide in any manner the Scope of Work, Historic South Downtown may pursue corrective action until the work has been completed to its satisfaction. This right is in addition to and not in lieu of Historic South Downtown's right to terminate this contract as provided in Section 10, any other rights of Historic South Downtown under this Contract and any other right or remedy available to Historic South Downtown at law or in equity.

## **10. TERMINATION OF CONTRACT**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract or if the Contractor violates any of its covenants, agreements or stipulations of this Contract, Historic South Downtown may terminate this Contract and withhold any remaining Contract Amount. Prior to so terminating this Contract, Historic South Downtown shall submit written notice to Contractor describing such default or violation. Historic South Downtown shall not so terminate this Contract if Historic South Downtown determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

## **11. MAINTENANCE OF RECORDS**

- 11.1 Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by Historic South Downtown to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.
- 11.2 Records shall be maintained for a period of six (6) years after expiration of the Term, unless a longer retention period is required by law.

## **12. AUDITS AND EVALUATIONS**

- 12.1 The records and documents with respect to all matters covered by this Contract are subject at all times to inspection, review or audit by Historic South Downtown and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after expiration of the Term.
- 12.2 Contractor shall provide right of access to its facilities, including by any subcontractor or fiscal agent, to Historic South Downtown, King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the performance under this Contract. Historic South Downtown will give advance notice to Contractor in the case of fiscal audits to be conducted by Historic South Downtown.
- 12.3 The Contractor agrees to cooperate with Historic South Downtown in the evaluation of Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with chapter 42.56 RCW (Public Records Act).

## **13. PROPRIETARY RIGHTS**

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to Historic South Downtown, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Contract. Historic South Downtown will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

## **14. FUTURE SUPPORT**

Historic South Downtown makes no commitment to support or guarantee the Scope of Work or the success of the Project and assumes no obligation for future support of the Scope of Work or the Project except as expressly set forth in this Contract.

## **15. HOLD HARMLESS AND INDEMNIFICATION**

- 15.1 In providing the Scope of Work under this Contract, Contractor is an independent contractor, and shall determine the means of accomplishing the Project. Contractor and its officers, agents or employees are not employees of Historic South Downtown for any purpose. Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal, state and local tax, industrial insurance, and Social Security liability that may result from the performance of

and compensation for the Scope of Work. Contractor and its officers, agents, and employees may not make any claim of career service or civil service rights which may accrue to a Historic South Downtown employee under state or local law. Historic South Downtown assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Contractor, its employees or others by reason of this Contract. To the extent allowed by law, Contractor shall protect, defend, indemnify and save harmless Historic South Downtown and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract. Contractor shall also defend, indemnify, and save harmless Historic South Downtown, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

- 15.2 To the full extent provided by applicable law, Contractor shall protect, defend, indemnify, and save harmless Historic South Downtown its officers, employees, and agents from any and all costs, claims, judgments, and awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its officers, employees, or agents, except to the extent resulting from Historic South Downtown's sole negligence. If this Contract is a "covenant, promise, agreement, or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract" within the meaning of RCW 4.24.115, Contractor shall so protect, defend, indemnify, and save harmless Historic South Downtown, its officers, employees, and agents only to the extent of the negligence of Contractor and its officers, employees, and agents. Contractor agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employees or agents. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. In the event Historic South Downtown incurs any judgment, award or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. Claims include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

## **16. CONFLICT OF INTEREST**

- 16.1 The Washington Code of Ethics for Municipal Officers, chapter 42.23 RCW, is incorporated by reference as if fully set forth in this Contract. Contractor agrees to abide

by chapter 42.23 RCW in performing the Scope of Work, and Contractor's failure to do so constitutes a material breach of contract.

- 16.2 Contractor represents, warrants and covenants that no officer, employee, or agent of Historic South Downtown exercises any functions or responsibilities in connection with the planning and implementation of the Scope of Work. Contractor further represents, warrants and covenants neither it nor any other person that is beneficially interested in this Contractor has offered to give or given any officer, employee, or agent of Historic South Downtown, directly or indirectly, any compensation, gratuity or reward in connection with this Contract. Contractor shall take all appropriate steps to assure compliance with this provision.

## **17. INSURANCE REQUIREMENTS**

- 17.1 Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the Scope of Work by Contractor and its agents, representatives, employees, and subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.
- 17.2 The Minimum scope and limits of insurance shall be Insurance Services Office form number (CG 00 01)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.
- 17.3 Any deductibles or self-insured retentions must be declared to, and approved by, Historic South Downtown. The deductible or self-insured retention of the policies shall not apply to the Contractor's liability to Historic South Downtown and shall be the sole responsibility of the Contractor.
- 17.4 The Commercial General Liability policies required under this Section must contain, or be endorsed to contain, the following provisions:
- 17.4.1 Historic South Downtown, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
- 17.4.2 To the extent of Contractor's negligence, Contractor's insurance coverage shall be primary insurance as respects Historic South Downtown, its officers, employees, and agents. Any insurance or self-insurance maintained by Historic South Downtown, its officers, employees, or agents shall not contribute with Contractor's insurance or benefit the Contractor in any way.
- 17.4.3 Contractor's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 17.5 Coverage shall not be suspended, voided, canceled, reduced in scope or in limits, except as reduced in aggregate by paid claims, at any point during the life of this Contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to Historic South Downtown.
- 17.6 Unless otherwise approved in writing by Historic South Downtown, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- 17.7 Historic South Downtown reserves the right to request that Contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

## **18. NONDISCRIMINATION**

- 18.1 During the performance of this Contract, Contractor shall comply with all local, state and federal laws requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); chapter 12.16 King County Code (KCC) regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; chapter 12.17 KCC prohibiting discrimination in contracting; chapter 12.18 KCC requiring fair employment practices; and chapter 12.22 KCC prohibiting discrimination in places of public accommodation.
- 18.2 Contractor shall maintain, until 12 months after completion of the Scope of Work, all written quotes, bids, estimates or proposals submitted to Contractor by all businesses seeking to participate in this Contract. Contractor shall make such documents available to Historic South Downtown for inspection and copying upon request.

## **19. NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of Historic South Downtown at the respective addresses in Section 1. Any time within which a party must take some action shall be computed from the earlier of actual receipt or three (3) business days after the date of mailing.

## **20. ENTIRE AGREEMENT; AMENDMENTS; NO WAIVER**

This Contract is the complete expression of its terms, and any oral or written representations or understandings not incorporated into this Contract are excluded. This Contract may be amended or modified only in writing, signed by the parties. Historic South Downtown's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon breach or the acceptance of any performance during breach, does not constitute a waiver of any right under this Contract.



## 21. SEVERABILITY

In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are declared severable.

## 22. ATTORNEYS' FEES; EXPENSES

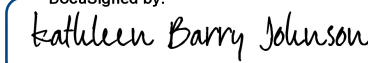
Contractor agrees to pay upon demand all of Historic South Downtown's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with the enforcement of this Contract. Historic South Downtown may pay someone else to help enforce this Contract, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include Historic South Downtown attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation in bankruptcy proceedings (and including without limitation efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

## 23. SURVIVAL

The terms and conditions of Sections 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, and 22 survive expiration of the Term and continue as obligations of the parties.

### SIGNATURES:

HISTORIC SOUTH DOWNTOWN

DocuSigned by:  
  
 AE3B74C15527491...

Signature

Kathleen Barry Johnson

Printed Name


Executive Director

Title

6/13/2022

Date

CONTRACTOR

DocuSigned by:  
  
 88764962795B423...

Signature

Elizabeth Baskerville

Printed Name

Co-Founder

Title

6/7/2022

Date

Fiscal Sponsor (If Applicable):

DocuSigned by:  
*Rebecca Bear*  
B1BB82B9B445409...

Signature

Rebecca Bear

Printed Name

President and CEO

Title

6/7/2022

Date

CONTRACTOR

DocuSigned by:  
*Joycelyn Chui*  
BB07E7A1F124412...

Signature

Joycelyn Chui

Printed Name

Co-founder, Restaurant 2 Garden

Title

6/7/2022

Date

**EXHIBIT I****HISTORIC SOUTH DOWNTOWN REPORT FORM**

Contract HSD2022A014

Date of Report: \_\_\_\_\_

Organization: Restaurant 2 Garden

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email: \_\_\_\_\_

**Instructions: All reports are due by April 15<sup>th</sup> of the reporting year. Send completed reports to [grants@historicsouthdowntown.org](mailto:grants@historicsouthdowntown.org). This file must be saved and named as follows: Rd1\_PROJECTNAME\_YEAR\_FinalOrAnnual. This report may be submitted in a .docx or .pdf format**

Reporting period \_\_\_\_\_ to \_\_\_\_\_

☐ This is the final report for this project

Funding received from HSD in reporting year:	\$
Funding spent on project in reporting year:	\$
Balance	\$

1. Update on Deliverable: List the deliverables specified in your Scope of Work and detail the work done to date toward completion. Explain variances in timeline or work completed to date. Please include measurements of your work as detailed in your Scope of Work.
  2. If this is a final report, please include a description of the current and anticipated impacts. Please include measurements of impact if applicable.
  3. Attachments (include all that apply):
    - Budget vs. actual expenditures for project to date
    - Copies of invoices and receipts documenting expenditures
    - Copies of transaction reports documenting salary expenses connected to work performed under this contract
    - Other documentation of expenditures
- Optional attachments:
- Photos or video of work in progress or completed (.jpg or .png format only)
  - Any media coverage
  - Screen print showing display of HSD logo/recognition of grant on website and/or other project material
  - In some instances, additional information may be requested

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name &amp; Title \_\_\_\_\_

## **Exhibit II**

### **Scope of Work**

Project Name: Restaurant 2 Garden

Project Description: Restaurant 2 Garden is the reliable and clean composting of local restaurant food waste in the Chinatown-International District. By taking food scraps from Itsumono and Panama Hotel Tea & Coffee House, and composting it in tamper-proof and pest-proof hot composting and worm bins in the Danny Woo Community Garden, this pilot project supports local businesses, reduces our carbon footprint, provides high quality fertilizer to gardeners, and increases culturally relevant food access in the C-ID.

Historic South Downtown Award: \$35,000.00

#### **Project Deliverables & Timeline:**

- By September 30th, 2022,  
Site Preparation & Project Design:
  1. Install Earth Cube and 3 worm bins in Danny Woo Community Garden
  2. Finalize pick-up schedule and logistics with Itsumono and Panama Cafe
  3. Elizabeth and Joycelyn to begin pick-up and compost process (mid January-early February, dependent on delivery of Earth Cube)
- By September 30th, 2022,  
Hiring & Training:
  4. Hire Master Composter Composting Consultant to refine weekly task list for the Compost Coordinators
  5. Hire Compost Coordinator(s)
  6. Training/onboarding with Compost Consultant and Compost Coordinators
- By September 30th, 2022,  
Gardener Outreach:
  7. Send notices/talk to gardeners with instructions on how to opt-in and use compost for pilot project.
- By November 15th, 2022,  
Composting:
  8. Compost Coordinators follow weekly schedule to pick-up and manage compost (on-going starting in February)
  9. Manage coordinator tasks with bi-weekly meetings (on-going starting in February)

- By November 15th, 2022,  
(time may vary: dependent on when compost is ready - about 4 months)  
Compost Evaluation & Distribution
  10. Send three compost samples types for contaminant and nutrient testing (once for spring and once for summer crops)
  11. Evenly distribute safe-to-use\* compost to each participating gardener (amount dependent on restaurant waste yields)
  12. Use three different methods of compost on one kind of crop as semi controlled experiment

\*If lab tests determine the compost is not safe to grow food in it will be removed from the site and disposed of.
- By October 31st, 2022,  
Compost Evaluation
  12. Feedback from at least 5 participating gardeners after spring and summer yields
  13. Evaluate results of crops using three different types of compost (hot compost, vermicompost, hot compost/ vermicompost combo)
- By October 31st, 2022,
  14. Evaluation from Restaurant owners and staff: surveys or informal interviews to get feedback on the process
- By October 31st, 2022,
  15. Pilot Project Reflections: Determine best composting method and recommendations for scaling and continuing project.
- Final Report (see Exhibit I) due no later than November 15, 2022. Additional progress reporting may be requested by Historic South Downtown, including mid-year check in by Historic South Downtown or request that IE staff present at a monthly Historic South Downtown Board Meeting.



### Direct Deposit Information

This information is requested of you as a grantee or contractor with Historic South Downtown (HSD). HSD uses the Gusto payroll system to manage its direct deposit payments. Please provide the following information so we can process your payment. Please only send your banking information via encrypted communication. If you did not receive this request through HSD's DocuSign account, you should contact HSD directly before sending sensitive banking information.

<b>Company Name</b>		856-89/125	10253
1 Gusto Drive San Francisco, CA 94107 (800) 936-0383		Date	
Pay to the order of			
			Dollars
For			
123456789		12345678901	10253
<b>Routing Number</b>	<b>Account Number</b>		
123456789	123456789		

Payee Name: Seattle Parks Foundation

Name of Banking Institution: Columbia Bank

EIN: 91-1998597 125108272

Routing number:

Be extra careful entering these values and make sure you include leading zeroes if they exist.

Gusto will verify the account by completing a test transaction.

Account number: 44001113

Account Type: ☒ Checking ☐ Savings