



Sebastian Diaz
7916 14th Ave SW, Seattle, WA, 98106
culturesunitedfc@gmail.com

January 30, 2023

Re: Independent Contractor Agreement

Dear Sebastian,

We are pleased to have you join Seattle Parks Foundation as an independent contractor.

Independent Contractor Status

You understand that you are engaging with Seattle Parks Foundation ("Foundation") as an independent contractor and will provide an IRS W-9 Form along with this signed agreement. This agreement does not create any partnership, joint venture, co-ownership, agency, or employment relationship between you and Seattle Parks Foundation. Seattle Parks Foundation will not act for you as your agent or make commitments for you or on your behalf.

Seattle Parks Foundation is paying you for work performed based on invoices you submit or otherwise as determined by the Foundation; you will be responsible to pay your own federal, state and local business taxes from the money you earn. At the beginning of the year, you will receive a 1099-MISC form from Seattle Parks Foundation with a total amount that you were paid in the previous year, not including reimbursements for expenses. As a self-employed individual, generally you are required to have a business license with a UBI #, file an annual return and pay estimated tax quarterly. For further information, go to the following link read through state and federal rules on self-employment/small businesses https://www.business.wa.gov/site/alias_business/880/small-business-guide--run.aspx

Compensation:

Seattle Parks Foundation will pay you the following rate: \$50/hr., approximately 10-hours a week, to be paid quarterly for the below scope of work. The funding for this work comes primarily from the King County Play Equity Coalition's Better Start for Kids grant.

Support Healthy King County Play Equity Coalition's Shared Learning Action Team (SLAT)

1. Participate in weekly meetings with other project staff
2. Support the creation of the Assessment Toolkit for the next Shared Learning Action Team
3. Lead recruitment efforts for the new SLAT cohort
4. Support selection process for the new SLAT cohort
5. Facilitate budgeting and stipending the new cohort

6. Be the primary point of contact for the new cohort
7. Co-lead/facilitate and coordinate SLAT cohort convenings, approximately every other month
8. Schedule spaces for meetings as necessary
9. Co-create agendas
10. Lead necessary work that is generated from meetings in between meetings, which could include:
 1. Follow up with individual members
 2. Writing up notes or compiling data
 3. Doing research necessary to enhance dialogue and support agendas

Your work in this contract will be overseen by Julie McCleery and also supported by Dylan Kartchner.

Timeline: February 1, 2023 – December 31, 2023.

Seattle Parks Foundation will reimburse *pre-approved* project expenses, including project materials, supplies, printing, or other costs related to the project. Please confer with Julie McCleery about what can be reimbursed. You must save receipts or scan/photograph them to send with your invoices and CLEARLY label these reimbursements in your invoice. Your invoice should include your name, address, rate, hours worked and the time frame of your work.

As a self-employed person, you are allowed to deduct your costs of being in business for yourself from your income taxes, however, you cannot be reimbursed for these costs via payment from Seattle Parks Foundation, you will need to choose one or the other option, not both.

Miscellaneous

This agreement shall only be amended upon the written approval of both parties. You are not permitted to assign your rights, duties, or obligations under this agreement to any other party without Seattle Parks Foundation's prior written consent.

This agreement constitutes the entire agreement between you and Seattle Parks Foundation with respect to the performance of the services set forth above. This agreement supersedes any previous agreements between these parties relating to the performance of these services.

Termination

This agreement will continue until completion of the services, unless terminated earlier by either party upon 15 days advance written notice. Should either party terminate this agreement prior to the end of the term, you will be paid by Seattle Parks Foundation the unpaid portion of fees for services that were performed.

Notwithstanding the previous paragraph, if you intentionally or repeatedly do not abide by these terms, and the situation is not resolved within 10 days of receiving written notification from Seattle Parks Foundation, we reserve the right to end your contract immediately.

Handling of Disputes

This agreement will be governed by and construed in accordance with the laws of WA. Any dispute that arises relating to this agreement shall be settled by arbitration in King County, WA, in accordance with

the rules of the American Arbitration Association, provided that discovery shall be governed by the civil procedure rules of WA or any successor statute, and judgment upon the award rendered may be entered in any court having jurisdiction. You agree to waive any objection to the jurisdiction of such venue.

It is a pleasure to have the opportunity to work with you. If you agree with the terms of our engagement, please sign in the space provided below.

Seattle Parks Foundation

Signature:

Name:

Email:

Date:

Contractor

Signature:

Name:

Email:

Date: