

Ordinance No. 122791

Council Bill No. 116308

AN ORDINANCE relating to community development assistance for a dental clinic; authorizing the Director of the Human Services Department to enter into a Memorandum of Agreement with Seattle Chinatown International District Preservation and Development Authority, to partially fund the development of a dental clinic, lifting a budget proviso, changing appropriations, and ratifying and confirming certain prior acts.

Related Legislation File:

Date Introduced and Referred: 8/18/08	To: (committee): Culture, Civil Rights, Health and Personnel (CCRHP)
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 9-15-08	Date Presented to Mayor: 9-16-08
Date Signed by Mayor: 9.24.08	Date Returned to City Clerk: 9.26.08
Published by Title Only <u>5</u>	Date Vetoed by Mayor:
Published in Full Text <u>5</u>	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Nick Lesch*

Committee Action:

Date	Recommendation	Vote
<u>pass 30</u>	<u>ML, TR, JG</u>	<u>9/10/08</u> <u>(LH)</u>

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
<u>9-15-08</u>	<u>Passed B-O</u>	<u>(Excused: Drago)</u>

Law Department



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 5, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

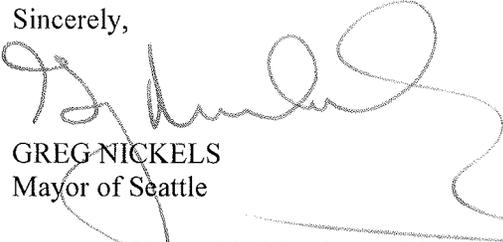
Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill, which authorizes a City expenditure of \$750,000 for the expansion of a dental clinic in the International District to provide services to low-income people needing dental health care. The funds were appropriated in the 2008 Adopted Budget and were subject to a proviso.

Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) plans to expand the dental clinic operated by International Community Health Services (ICHS). The existing facility has a four-chair capacity while the new facility will have eight chairs. The ICHS clinic has a client load of almost 2,100 dental patients and a current wait time of two months to get an appointment. The additional dental chairs will allow ICHS to serve more clients, most of whom are low-income members of the Chinatown-International District community. SCIDPDA is ready to start construction on the expanded dental clinic in August with completion anticipated by the end of the year.

Together, SCIDPDA and ICHS have complied with the conditions of the budget proviso. The details of their compliance will be forwarded to you in a separate briefing memo from the Human Services Department. Thank you for your consideration of this legislation. Should you have any questions, please contact Michael Look at 615-1717.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



ORDINANCE 122791

1
2 AN ORDINANCE relating to community development assistance for a dental clinic; authorizing
3 the Director of the Human Services Department to enter into a Memorandum of
4 Agreement with Seattle Chinatown International District Preservation and Development
5 Authority, to partially fund the development of a dental clinic, lifting a budget proviso,
6 changing appropriations, and ratifying and confirming certain prior acts.

7 WHEREAS, Seattle Chinatown International District Preservation and Development Authority
8 (SCIDPDA) was chartered by the City of Seattle to “work for the conservation and
9 renewal of the unique cultural and ethnic integrities characteristic of the area historically
10 known as the Chinatown-International District” and “to expand and preserve the
11 residential community, especially for low-income people”; and

12 WHEREAS, SCIDPDA plans to develop a new dental clinic (the “Clinic”) with capacity for at
13 least eight dental chairs, double the current capacity of the International Community
14 Health Services’ (ICHS) International District dental clinic; and

15 WHEREAS, SCIDPDA and ICHS have agreed that ICHS will provide dental services in the new
16 Clinic that will foster the preservation of the residential community, especially for low-
17 income people; and

18 WHEREAS, ICHS has been providing dental services to the poor and infirm and low- and
19 moderate-income clients for more than thirty years in the International District; and

20 WHEREAS, despite scheduling more than 7,000 dental appointments in 2006, the current
21 waiting period for a dental appointment at the ICHS International District clinic is over
22 two months; and

23 WHEREAS, the 2008 Adopted Budget of the City of Seattle appropriated Seven Hundred Fifty-
24 Thousand Dollars (\$750,000) from the General Subfund for the purpose of funding the
25 development and construction of the Clinic and included a proviso restricting the
26 expenditure of those funds until authorized by a future ordinance; and

27 WHEREAS, the City Council has been presented with evidence that the conditions of the budget
28 proviso have been met by Seattle Chinatown International District Preservation and
Development Authority and International Community Health Services; NOW,
THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. It is hereby determined and declared that providing funding to Seattle
Chinatown International District Preservation and Development Authority (SCIDPDA) to



1 develop a new dental clinic in the International District is consistent with the SCIPDA's
 2 chartered mission.

3 Section 2. The restrictions imposed by the following budget proviso are removed and
 4 they are no longer restrictions for any purpose including for Subsection 1(b) of Ordinance
 5 122560:
 6

Department	Green Sheet	Proviso Description	Budget Control Level
Finance General	#49-1-B-1	None of the money appropriated for 2008 for the Department of Finance General's Support to Community Development BCL may be spent to pay for the Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) to expand the International Community Health Services (ICHS) dental clinic at the ID Village Square until authorized by a future ordinance. Council anticipates that such authority will not be granted until the SCIDPDA and ICHS provide business, fundraising, development and operating plans. These plans should include final development and operating budgets showing how both the expansion of the dental clinic and the increased future operating costs will be funded.	Community Development

20 Section 3. The appropriations for the following items in the 2008 Budget are modified,
 21 as follows:
 22

Item	Fund	Department	Budget Control Level	Amount
3.1	General Subfund (00100)	Finance General	Support to Community Development	(\$750,000)
3.2	General Subfund (00100)	Finance General	Support to Operating Funds	\$750,000



3.3	Human Services Operating Fund (16200)	Human Services Department	Community Facilities H3300	\$750,000
Total				\$750,000

Section 4. The Director of the Human Services Department (“HSD Director”) is authorized, on behalf of the City of Seattle, to enter into the Memorandum of Agreement (the “Agreement”) substantially in the form attached hereto as Attachment 1. The HSD Director is further authorized to spend \$750,000 to support the development and construction of the new Clinic to be located at 720 8th Avenue South. The HSD Director is authorized to make such additions, modifications or deletions to the Agreement, not including any increase in the amount to be paid by the City, as the HSD Director deems to be in the best interests of the City.

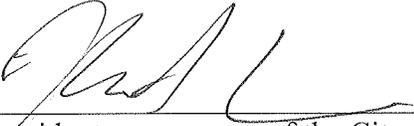
Section 5. The HSD Director is authorized to administer and manage the Agreement, and the City’s rights thereunder, and to enter into such agreements and execute such documents, as the HSD Director deems necessary to effectuate the transaction contemplated by this ordinance.

Section 6. Any prior act consistent with the authority of this ordinance taken after the passage of the ordinance and prior to its effective date is hereby ratified and confirmed.

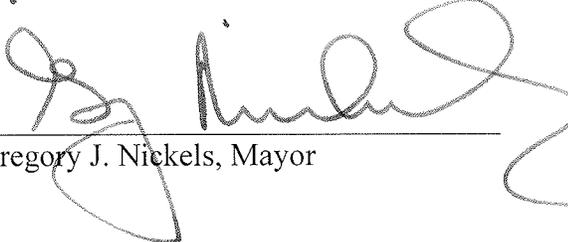
Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.



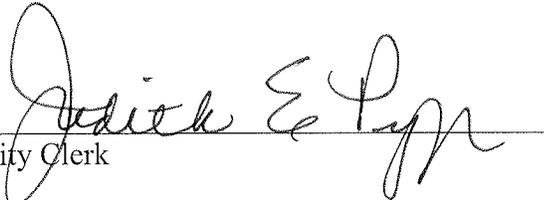
1 Passed by the City Council the 15th day of September, 2008, and signed by
2 me in open session in authentication of its passage this
3 15th day of September, 2008.

4
5 
6 President _____ of the City Council

7
8 Approved by me this 24th day of September, 2008.

9
10 
11 Gregory J. Nickels, Mayor

12 Filed by me this 26 day of September, 2008.

13
14 
15 City Clerk

16 (Seal)

17
18 Attachment I: Agreement between the City of Seattle and the Seattle Chinatown International
19 District Preservation and Development Authority Regarding Funding for a New Dental Care
20 Facility



**Agreement Between
the City of Seattle and
the Seattle Chinatown International District
Preservation and Development Authority
Regarding Funding for a New Dental Care Facility**

This Agreement is made by and between the City of Seattle (“the City”) and the Seattle Chinatown International District Preservation and Development Authority (“PDA”) this _____ day of _____, 2008.

Whereas, in 2008 the City of Seattle allocated \$750,000 in the 2008 Adopted Budget for the construction of a new dental clinic in Seattle’s International District; and

Whereas, the PDA is the owner of the project site (“Property”), more particularly described as: Lots 3 to 8, inclusive, Block 3, Terry’s 5th Addition to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 55, in King County, Washington; except the south 12 feet of said Lots 6, 7 and 8, condemned in King County Superior Court Cause No. 52652 for widening Dearborn Street as provided by Ordinance Number 13320 of the City of Seattle; and except the east 112 feet thereof condemned in King County Superior Court Cause No. 600725 for Primary State Highway 1—situate in the City of Seattle, County of King, State of Washington; and

Whereas, the funds were awarded to International Community Health Services (ICHS) and subsequently conveyed to the PDA acting as the project developer for the development of the new dental clinic on behalf of ICHS, and

Whereas the new dental clinic is to be located on property and in facilities owned by the PDA, and

Whereas, PDA intends to develop, construct, and lease the new dental clinic to ICHS (“Project”), on terms mutually agreeable to ICHS and the PDA, for the purpose of providing dental services to low- and moderate-income persons; and

Whereas, ICHS agrees to lease the new dental clinic from the PDA on terms mutually agreeable to ICHS and the PDA, to provide services to low- and moderate-income persons; and

Whereas, the City desires that dental services be accessible to low- and moderate-income persons at the newly-constructed facility for a period of no less than 10 (ten) years after completion of the clinic;

Now, therefore, the City and the PDA agree to the following.

Section One

The City, acting through its Human Services Department, will reimburse, subject to the terms and conditions detailed herein, the PDA for the cost of tenant improvements of up to a maximum of Seven Hundred Fifty thousand dollars and no cents (**\$750,000.00**) from



non-federal sources for the construction of a dental care facility to serve low- to moderate-income persons. Such facility will be located in the building commonly known as ID Village Square in Seattle's International District and will contain a minimum of eight functioning dental chairs from which services will be provided. The term "tenant improvements" includes mechanical, electrical, plumbing, and construction work needed to change the infrastructure of the existing ID Village Square space into a functioning dental clinic and including demolition of existing structures if necessary. The term "tenant improvements" specifically excludes construction management fees and all fees charged by any party in relation to this project. Funding is for tenant improvement costs only and does not include funding for equipment or operating costs.

Section Two

The funding available in this Agreement shall be available only to reimburse costs incurred from July 1, 2008 through July 31, 2009.

Section Three

The PDA shall develop the dental clinic in accordance with the Statement of Goals and Performance Standards (including compliance through the duration of the continuing use period) attached hereto as Exhibit A and incorporated herein by this reference. The City has no obligation to disburse any of the funds except in strict accordance with the terms of this Agreement. The PDA shall use these proceeds strictly in accordance with the Budget, which is attached hereto as Exhibit B and incorporated herein by this reference, and for other costs approved in writing by the City. Any balance undisbursed upon completion of the project and full payment therefore shall remain the property of the City and may be used by the City for any other City purpose.

Section Four

To ensure continued compliance with the use requirements imposed by the City that the dental clinic be used for the benefit of low- and moderate-income persons for a period of not less than ten years, starting from the issuance of a Certificate of Occupancy from the City, a separate agreement of even date will be entered into by the PDA, the City, and International Community Health Services outlining the intent of all parties that ICHS shall lease the new dental facility and provide dental services to low- and moderate-income clients for a period of not less than ten years. Funds will not be disbursed to the PDA unless and until this separate agreement has been signed. If that agreement between the PDA and ICHS shall be terminated for any reason prior to the completion of the ten years, the City shall have the right to substitute a replacement dental provider on substantially similar terms and conditions for the remaining term of that agreement.

Section Five

A. Funds shall be disbursed by the City no more frequently than monthly, solely in payment for documented project expenses in accordance with the Budget, attached as Exhibit A. The PDA shall submit a draw request with supporting



documentation not later than ten (10) days after the end of each calendar month. Disbursements shall be conditioned upon the PDA's compliance with the terms of this Agreement and, at the City's option, the City's inspection and approval of completed work. In addition, funds shall not be disbursed for construction (which term shall include tenant improvements and demolition work for all purposes hereunder, to the extent the project includes such work) or materials until the City has received project plans, specifications and final cost estimates acceptable to the City; the PDA has provided evidence satisfactory to the City of all necessary building permits; the PDA has provided an executed construction contract satisfactory to the City; and the PDA has provided the City with evidence satisfactory to the City of sufficient financing to complete construction. Disbursement shall ordinarily occur within three (3) weeks of the PDA's written request unless the City notifies the PDA of a deficiency in its request. The City shall have the right to withhold as retention ten percent (10%) from each disbursement for construction or materials until such time as the project has been completed, the PDA has delivered a copy of a Certificate of Occupancy for the facility (or other evidence of final approval under construction permits, if no Certificate of Occupancy is required) to the City, final lien releases have been obtained from all contractors, subcontractors and material suppliers, and all documentation regarding compliance with the requirements of this Agreement has been submitted in form satisfactory to the City. Retention is withheld for the protection of the City, and is not for the benefit of any third parties. Disbursements may be made, at the City's discretion, by checks payable to both the PDA and the contractor, supplier or other person entitled to payment for services or materials in connection with the project.

B. Prior to the first disbursement of funds, if so requested by the City, the PDA shall furnish the City, at the PDA's expense evidence acceptable to the City that fee title to the Property is vested in the PDA.

C. The following shall be conditions precedent to the City's obligation to make each disbursement of funds requested by the PDA:

(1) The PDA shall be in full compliance with all provisions of this Agreement, including without limitation reporting requirements.

(2) The PDA shall not have received notice to the effect that the PDA is in breach of, is in default under, has failed to comply with, or has failed to satisfy a condition of any of the other financing documents or any permit for the project, unless all matters cited in such notice have been cured to the satisfaction of all parties involved, without adverse effect upon the PDA or the project, prior to the request for a disbursement of funds hereunder, or the PDA has demonstrated to the satisfaction of the City that there is no basis for any such notice.

(3) There shall be no legal or administrative action pending seeking to enjoin or prevent the project or operation of the Property as contemplated in this Agreement, or contesting the legality of any permit for the project or of the arrangements contemplated by this Agreement or any of the other financing documents, and no order,



judgment, ruling, finding or determination of any court or administrative agency shall have been issued or made prohibiting, restraining, declaring unlawful, creating reasonable uncertainty as to the legality of, or otherwise adversely affecting any of the following: the project, the operation of the Property as contemplated in this Agreement, or the funding of the project under this Agreement or any Other Financing Documents.

(5) All contractors and subcontractors for the project shall have provided evidence satisfactory to the PDA that they have paid applicable State prevailing wages as required by law and shall be in full compliance with the terms of their respective contracts, including without limitation all provisions of such contracts required to be included in accordance with the terms hereof.

(6) The PDA shall have submitted to the City such other documents and materials as are required pursuant to the terms of this Agreement or that the City may reasonably require in order to demonstrate compliance with the conditions to disbursement hereunder. Such documents shall include a certificate in the form prescribed by the City, signed by the PDA or its agent, by the general contractor and, if so requested by the City, by the project architect, as to the percentage of completion and the conformity of work to the plans and specifications.

(7) The improvements on the Property shall not have been damaged by fire or other casualty.

D. If any condition of this Agreement requires the submission of evidence of the existence (or non-existence) of a specified fact or facts, then such condition shall be deemed to require also the actual existence (or non-existence, as the case may be), of such fact or facts. The City shall, at all times, be free independently to establish to its satisfaction, and in its absolute discretion, such existence (or non-existence).

E. All conditions to disbursement are for the benefit of the City and, subject to applicable law, may be waived in the City's discretion, but no such waiver for purposes of any disbursement shall be construed to waive any condition with respect to any other disbursements.

Section Six

The PDA shall complete all improvements contemplated by this Agreement in accordance with plans, specifications, and the Budget approved by the City and all requirements of applicable laws, Codes, ordinances and permits. No change (other than de minimis changes) in the Budget or approved plans and specifications shall be made (and no change shall be incorporated in any Project construction) without the City's advance consent in writing. The City shall not be responsible for any additional costs resulting from change orders or any other cause. Project construction shall begin by the date stated in Exhibit A and the PDA will cause the work to be prosecuted with diligence and continuity so as to complete the Project in accordance with the requirements of this Agreement on or before the completion date stated in Exhibit A. The PDA shall be in



breach of this Section if the work on the Project is not carried on with reasonable dispatch or if at any time work is discontinued for a period of: (1) at least fifteen (15) consecutive days, excluding Sundays and holidays, for reasons within the control of the PDA, or (2) at least ninety (90) calendar days when occasioned by any delay due to any labor disputes, material or labor shortage, fire, weather, insurrection, human or natural disaster, or any other cause beyond the PDA's control (each such cause beyond the PDA's control is referred to as "Force Majeure"). Any interruption that could reasonably have been avoided by the PDA shall not be deemed a cause beyond the control of the PDA. In any event, the PDA shall be in breach of this Section if for any reasons (including Force Majeure), either (i) the aggregate of all periods when construction is not carried on, or is discontinued, after the date when construction is required to commence under this Section, is more than sixty (60) calendar days, or (ii) the Project is not completed within ninety (90) calendar days after the date for completion in Exhibit A. TIME IS OF THE ESSENCE of this Agreement.

The PDA shall immediately notify the City in writing of any interruption of work on the Project or any event or circumstance that reasonably may be expected to prevent completion of the Project or to delay the commencement or completion, or both, of work on the Project past the respective dates stated in Exhibit A. Neither the City's receipt of any such notice, nor any lack of response to any such notice, shall waive or extend any deadline or requirement in this Agreement.

Section Seven

Funds shall be available to the PDA hereunder only after any and all necessary reviews under the State Environmental Policy Act shall have been completed, all necessary environmental documents shall have been prepared and all necessary determinations, certifications and approvals shall have been given and made.

Section Eight

A. The PDA shall maintain complete and accurate books and records sufficient to determine compliance with all applicable regulatory requirements and with all of the terms and conditions of this Agreement. The PDA shall maintain properly executed payrolls, time records, invoices, vouchers or other official documentation to support all costs. The PDA shall keep a continuing record of all disbursements by date, check number, amount, vendor, description of goods or services purchased and line item from which money was expended, as reflected in the PDA's accounting records. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The PDA shall permit the City, or any representative of the Washington State Auditor, during normal business hours, upon reasonable advance notice, as often as deemed necessary by any such agency, to inspect and copy the PDA's books and records as they pertain to this Agreement, the Project and the Property.

B. The PDA shall maintain an effective system of control over and accountability for all funds and property and make sure they are used solely for authorized purposes. All financial records and fiscal control systems shall be maintained in a manner to meet the approval of the City and the Washington State Auditor.



C. The PDA shall inform the City promptly of any funds allocated to the PDA that the PDA anticipates will not be expended during the term of this Agreement and permit reassignment of such funds to other agencies.

D. This Section shall survive expiration of this Agreement and shall continue until five (5) years after the delivery of a copy of a Certificate of Occupancy for the facility (or other evidence of final approval under construction permits, if no Certificate of Occupancy is required) to the City.

Section Nine

The PDA shall maintain or cause to maintain the dental clinic in good condition and repair and in compliance with all applicable laws, ordinances, codes, rules, and regulations; shall not commit or allow waste; and shall comply with all conditions of any permits or approvals issued by the City's Department of Planning and Development or any other regulatory agency with respect to the Project or the Property.

Section Ten

A. Requests for payment and other communications to the City required or permitted by this Agreement shall be in writing and shall be addressed to the Director of the Human Services Department, Suite 5800, 700 Fifth Avenue, P.O. Box 34215, Seattle, Washington 98124-4215, Attention: Project Manager, Community Facilities & Services Unit, or to such other official or address as may be designated by the City in the future. All such written communications shall be deemed delivered two business days after mailing, postage prepaid, to the address above or upon personal delivery to the Director of the Human Services Department or her designee.

B. All warrants, notices and other written communications with the PDA shall be addressed to _____, or to such other official or address as may be designated by the PDA in the future. All such warrants, notices and other written communications shall be deemed delivered two business days after mailing, if mailed, or upon personal delivery during normal business hours to the address indicated above.

Section Eleven

This Agreement does not amend or supersede any other agreements or instruments between the PDA and the City with respect to any other funding for acquisition, improvement or operation of the Property, nor any rights or interests in the Property that the City may have arising otherwise than in connection with this Agreement. All of the requirements and remedies in all of the Agreement are cumulative. This Agreement shall be binding upon PDA and its successors and assigns and shall inure to the benefit of the PDA, the City, and the City's successors and assigns. No provision of this Agreement is intended to be enforceable by any third party except the United States and the State of Washington, but it shall not be a defense to the exercise of any remedy of the City under



the Agreement that only third parties have been damaged by acts or omissions of the PDA or that the remedy sought would benefit only third parties. This Agreement may not be modified or amended other than by a written instrument executed by both parties, nor shall any waiver of any right or remedy of the City be valid unless in writing and signed by the City. No document shall be binding upon the City unless signed by the Director of the Human Services Department or the Mayor of the City.

Section Twelve

Time is of the essence of all of the terms and conditions of the Agreement. Notwithstanding the foregoing or any other provision hereof, consent or approval shall not be deemed given due to the expiration of any time limit for any response, approval or other action required or permitted after notice from one party to the other under the Agreement unless the first page of the notice states the relevant time period.

Section Thirteen

The use of the singular herein shall include the plural and the plural shall include the singular and the use of any gender shall be applicable to all genders and likewise include a corporation, partnership or other entity, all as the context requires.

Section Fourteen

Unless otherwise specified, all provisions of this Agreement requiring performance or forbearance of any kind by the PDA shall be construed both as covenants of the PDA and as conditions to the obligations of the City.

Section Fifteen

Unless otherwise expressly provided in this Agreement, any consent or approval of the City required by any provision of this Agreement must be obtained from HSD for the purpose of such provision of the Agreement, notwithstanding any consent, approval or permit issued by any City officer for any other purpose, including without limitation regulatory or licensing purposes, or the purposes of any agreement for operating funding. No permission, consent, or approval of the City contained herein or given pursuant to any terms of this Agreement is, or shall be construed as, a representation or assurance that the matter permitted, consented to or approved complies with any other agreements or with applicable laws, regulations, ordinances or codes, nor shall any such permission, consent or approval be construed to authorize any failure to comply with any of the foregoing.

Section Sixteen

A. Equal Opportunity. The PDA shall comply, and require its contractors and subcontractors to comply, with the City's Fair Employment Practices ordinance, SMC Chapter 14.04. The PDA agrees to the following excerpted from Seattle Municipal Code Section 14.04.020, as amended:



“It is declared to be the policy of the City, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical disability.”

B. Non-discrimination and Affirmative Efforts in Contracting.
Notwithstanding any other provision in this Agreement:

(1) General: The City is encouraged when contractors use creative and innovative efforts to ensure that all contracting parties bidding on City funded or City administered contracts have an equal opportunity to participate. The City does not require any minimum level of women- and minority-owned business enterprise (WMBE) subcontractor participation as a condition of awarding any contract. While the City may no longer require WMBE utilization, the City does require that all City funded contracting be done in a nondiscriminatory manner.

(2) Non-Discrimination: The PDA shall not create, and shall not permit contractors or bidders to create, barriers to open and fair opportunities for WMBEs to participate in contracts for the Project, and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. The PDA shall not, in considering offers from and doing business with contractors and suppliers, discriminate on the basis of race, color, creed, religion, ethnicity, sex, age, national origin, marital status, sexual orientation, or the presence of any mental or physical disability in an otherwise qualified disabled person.

(3) Record-Keeping: The PDA shall maintain, for at least twelve (12) months after completion of the Project, all bids or proposals from general contractors for the Project, and relevant records and information necessary to document levels of utilization of WMBEs and other businesses as subcontractors and suppliers on the Project. The PDA shall require that its general contractor maintain and provide to the City on request all written quotes, bids, estimates, or proposals submitted to the contractor by all businesses seeking to participate as subcontractors or suppliers in the Project. The City shall have the right to inspect and copy such records. The PDA and its general contractor shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in this Agreement or the contract documents.

(4) Affirmative Efforts to Utilize WMBEs: The City encourages the utilization of minority owned businesses (“MBEs”) and women-owned businesses (“WBEs”) (collectively, “WMBEs”), in contracts funded by the City. The City encourages, and the PDA shall encourage with respect to the Project, the following practices to open competitive opportunities for WMBEs:



(i) Attending a pre-bid or pre-solicitation conference, if scheduled by the City or the PDA, to provide project information and to inform WMBEs of contracting and subcontracting opportunities.

(ii) Placing all qualified WMBEs attempting to do business in the City on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.

(iii) Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.

(iv) Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by WMBEs.

(v) Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

(vi) Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City, and other organizations that provide assistance in the recruitment and placement of WMBEs.

(5) Fair Contracting Practices. Each party is required to comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.

(6) Sanctions for Violation: Any violation of any mandatory provision of this subsection C (last sentence of paragraph (1), and paragraphs (2), (3), and (5)) shall be a material breach of contract for which the PDA may be subject to damages and sanctions provided for by contract and by applicable law. The PDA's contract with its general contractor shall provide that the contractor may be subject to damages and sanctions for any violation of the provisions of this Section requiring performance by the contractor, and that the City is an intended beneficiary of such contract with respect to those provisions.

(7) Additional or Modified Procedures. The PDA shall consult with HSD prior to any contractor selection process and shall comply with any additional or modified procedures that HSD may prescribe, consistent with applicable law, to assure access to contracting and subcontracting opportunities.

C. Hiring. Construction contracts and subcontracts for the Project shall include language encouraging, consistent with the foregoing nondiscrimination requirements, contractors and subcontractors to make employment opportunities available to female, minority and economically disadvantaged workers, and to hire people who are homeless. Nothing herein shall require or authorize any discrimination or preferential treatment contrary to applicable law.

D. Compliance. The PDA shall require compliance with those provisions of this section that are mandatory requirements for contractors in every contract for construction work in connection with the Property, will take appropriate action upon a finding that the contractor is in violation of any of those requirements, and will not let any contract unless the contractor has first provided the PDA with a preliminary statement of ability to comply with those requirements.

Section Seventeen

All construction work on the Project shall be bid competitively. Contractors' qualifications shall be subject to review and approval by the City prior to the commencement of construction, and the City shall have the right to reject any contractors it deems unqualified. The City may, subject to any applicable requirements of state or federal law, permit prequalification of contractors to establish a defined list of contractors for competitive bidding. Bids shall be opened publicly, either at the offices of HSD or at another location approved in writing by the City.

Section Eighteen

No portion of the proceeds of this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to influence the approval or defeat of any ballot issue or legislation.

Section Nineteen

No person shall, as a condition to receiving services at the dental clinic, be required to secure a membership in the PDA or an affiliated organization or be solicited to attend a religious service or subjected to religious instruction; nor shall any person be subjected to discrimination on account of a failure to participate in such PDA activities.

Section Twenty

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint, or instituted or caused to be instituted any proceeding, or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to the employer.

Section Twenty-One



The City makes no commitment of future support and assumes no obligation for future support of the PDA or the Property or Project.

Executed this _____ day of _____, 2008.

Alan Painter, Interim Director
Human Services Department

Paul Mar, Acting Executive
Director
SCIDPDA



Exhibit A
Statement of Goals and Performance Standards

The Seattle Chinatown / International District Preservation and Development Authority shall develop a dental clinic in ID Village Square, located at 720 8th Avenue South, Seattle, Washington, from which will be provided dental services to low-income persons, as defined periodically by the U.S. Department of Housing and Urban Development as persons living in households (including individuals) with household incomes of less than 50% of the area median income, adjusted for household size. The dental clinic shall contain the infrastructure for a minimum of eight dental chairs (with at least one in a private room), as well as office and storage areas for the dental staff. The clinic will also include an appropriate reception and waiting area for patients.

The dental clinic construction work shall begin no later than September 15, 2008 and shall be completed no later than February 28, 2009.



**Exhibit B
Project Budget**

Sources of Funds

City of Seattle	\$750,000
Seattle Foundation	\$31,000
Seattle King County Dental Society	\$20,000
Washington Dental Foundation	\$200,000
Washington State Health Care Facilities Authority	\$200,000
ICHS reserves	\$22,281
Project Total Revenues	\$1,223,281

Uses of Funds

Design	\$48,786
Construction	\$676,338
Tools	\$13,527
Contingencies	\$47,141
Fees	\$54,107
Taxes	\$60,194
Project Management	\$67,634
Capital Equipment (dental equipment)	\$255,554
Project Total Costs	\$1,223,281



Form revised February 22, 2006

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Human Services Dept.	Michael Look/5-1717	Becky Guerra/4-5339

Legislation Title:

AN ORDINANCE relating to community development assistance for a dental clinic; authorizing the Director of the Human Services Department to enter into a Memorandum of Agreement with Seattle Chinatown International District Preservation and Development Authority, to partially fund the development of a dental clinic, lifting a budget proviso, changing appropriations, and ratifying and confirming certain prior acts.

• **Summary of the Legislation:**

This legislation makes it possible for the City to provide funding to the Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) for development and construction of a new and expanded dental clinic operated by International Community Health Services (ICHS), located at 720 8th Avenue South in Seattle. Funds for this purpose in the amount of \$750,000 have been appropriated in the 2008 Adopted budget, and include a proviso restricting the expenditure of those funds until authorized by a future ordinance.

• **Background:**

In the 2008 Adopted Budget, \$750,000 was appropriated to Finance General and intended to be allocated via the Human Services Department to SCIDPDA for development and construction of a new and expanded dental clinic at to be operated by ICHS and located in ID Village Square. The dental clinic at ID Village Square currently houses four dental chairs and has a wait list for appointments of two months. In 2006, ICHS provided more than 7,000 dental appointments to predominantly low- and moderate-income clients from their International District Clinic. More than half of the clinic's dental patients live at or below 100% of the Federal Poverty Level, and 80% of the dental patients are at or below 200% of the Federal Poverty Level. The new dental clinic will foster the preservation of the Chinatown-International District residential community, especially for low-income people, by providing vital services in the neighborhood.

The new dental clinic will double the current four-chair capacity to an eight-chair capacity. Construction is anticipated to begin in August of 2008 and will be completed by the end of the calendar year. This construction is part of a larger remodeling effort planned for ID Village Square as ICHS moves into space formerly occupied by Asian Counseling and Referral Service.

- *Please check one of the following:*



This legislation does not have any financial implications.

 x **This legislation has financial implications.**

Appropriations:

Fund Name and Number	Department	Budget Control Level	2008 Appropriation
General Subfund (00100)	Finance General	Finance General Support to Community Development	(\$750,000)
General Subfund (00100)	Finance General	Support to Operating Funds	\$750,000
Human Services Operating Fund (16200)	Human Services Department	Community Facilities H3300	\$750,000

Anticipated Revenue/Reimbursement Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
N/A				
TOTAL				

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions*	2009 FTE*
N/A							
TOTAL							

- **Do positions sunset in the future?** N/A



Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
N/A				
TOTAL				

- **What is the financial cost of not implementing the legislation?**

If this legislation is not adopted, SCIDPDA will have to reassess their financial resources for the development of a new, expanded dental clinic. The feasibility of the agency's larger remodeling effort in ID Village Square will also have to be reassessed, as the dental clinic is a part of that effort. The result will be, minimally, a delay in getting more timely dental services to low- and moderate-income persons residing in the Chinatown-International District.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

The City could choose to provide ongoing operating support to another provider to gain access to four full time dental chairs.

- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues** None.

Please list attachments to the fiscal note below: None.



STATE OF WASHINGTON – KING COUNTY

--SS.

229692
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

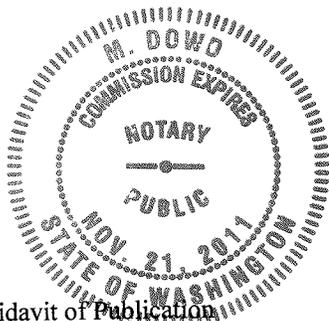
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122791-122795

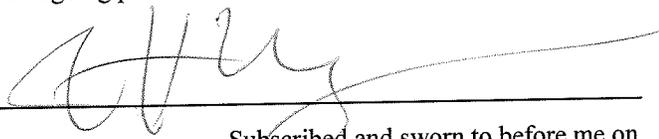
was published on

10/01/08

The amount of the fee charged for the foregoing publication is the sum of \$ 98.35, which amount has been paid in full.

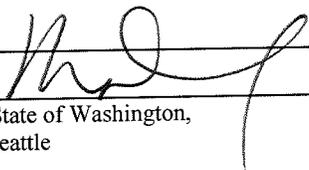


Affidavit of Publication



Subscribed and sworn to before me on

10/01/08



Notary public for the State of Washington,
residing in Seattle

State of Washington, King County
City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 15, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122795

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122794

AN ORDINANCE relating to City employment commonly referred to as the Third Quarter 2008 Employment Ordinance; establishing new titles and/or salaries; establishing a new salary for a non-represented title in the same class series as a represented title; designating positions as exempt from Civil Service status; and establishing a compensation program by adding a new section to Seattle Municipal Code Chapter 4.20; all by a 2/3 vote of the City Council.

ORDINANCE NO. 122793

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010; establishing salary adjustments; and providing payment therefor.

ORDINANCE NO. 122792

AN ORDINANCE relating to economic and community development; authorizing a loan of federal Section 108 loan proceeds to finance acquisition and rehabilitation of a portion of the Bush Hotel at 409 Maynard Avenue South; appropriating and authorizing the disbursement of Brownfields Economic Development Initiative grant ("BEDI Grant") funds to provide loan loss reserves on the loan and to finance project costs associated with the loan; authorizing loan documents, amendments, replacements and related documents and actions; and authorizing amendments to the City's 2005-2008 Consolidated Plan to reflect the transactions contemplated by this ordinance.

ORDINANCE NO. 122791

AN ORDINANCE relating to community development assistance for a dental clinic; authorizing the Director of the Human Services Department to enter into a Memorandum of Agreement with Seattle Chinatown International District Preservation and Development Authority, to partially fund the development of a dental clinic, lifting a budget proviso, changing appropriations, and ratifying and confirming certain prior acts.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, October 1, 2008.

10/1(229692)