SEATTLE CITY COUNCIL

Legislative Summary

CB 118636

Record No.: CB 118636 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **125010** **In Control:** City Clerk

File Created: 02/23/2016

Final Action: 03/25/2016

Title: AN ORDINANCE relating to civil rights; authorizing the Director of the Office for Civil Rights or her designee to execute an agreement with the Social Justice Fund, a Washington non-profit, to provide services relating to zero youth detention projects; amending Ordinance 124927 by lifting a budget proviso; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Herbold,O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Agreement of Social Justice Fund Northwest Zero Detention Project v2, Att A - Agreement of Social Justice Fund Northwest Zero Detention Project (v1)

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	02/23/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	02/26/2016	sent for review	Civil Rights, Utilities, Economic Development, and Arts Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee						
1	Full Council	03/07/2016	referred	Civil Rights, Utilities, Economic Development, and Arts Committee			
	Action Text: The Council Bill (CB) was referred to the Civil Rights, Utilities, Economic Development, and Arts Committee						

Notes:

1	Civil Rights, Utilities, Economic Development, and Arts Committee	03/08/2016	pass	Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).

In Favor: 3 Chair Herbold, Vice Chair Sawant, Member O'Brien

Opposed: 0

1	Full Council	03/14/2016	passed as amended	Pass

Action Text: The Motion carried, the Council Bill (CB) passed as amended by the following vote, and the President signed the Bill:

Notes:

ACTION 1:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Council Bill 118636, Attachment 1, by substituting version 2 for version 1.

ACTION 2:

Motion was made and duly seconded to pass Council Bill 118636 as amended.

In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	03/16/2016	submitted for Mayor's signature	Mayor

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

Notes:

1	Mayor	03/25/2016	Signed

Action Text: The Council Bill (CB) was Signed.

Notes:

1	Mayor	03/25/2016	returned	City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk

Notes:

1	City Clerk	03/25/2016	attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125010

COUNCIL BILL 118636

AN ORDINANCE relating to civil rights; authorizing the Director of the Office for Civil Rights or her designee to execute an agreement with the Social Justice Fund, a Washington non-profit, to provide services relating to zero youth detention projects; amending Ordinance 124927 by lifting a budget proviso; and ratifying and confirming certain prior acts.

WHEREAS, the City Council passed Resolution 31614 in 2015, endorsing a vision for The City of Seattle to become a city with zero use of detention for youth; and

WHEREAS, The City of Seattle has developed a Race and Social Justice Initiative (RSJI) to implement its longstanding commitments to social justice and ending racism; and

WHEREAS, the City's Office for Civil Rights (OCR) works to advance civil rights and end barriers to equity; and

WHEREAS, Resolution 31614 requested that OCR develop a report that outlines a strategy for engaging City departments, including law enforcement, community members, anti-racist community-based agencies, and partner agencies in the development of the City's Action Plan; and

WHEREAS, OCR completed this report and presented it to the City Council at its February 16, 2016, Council Briefing; and

WHEREAS, as part of the City Council's 2016 budget process, the Council added $600,000 to OCR's budget for work on Zero Youth Detention projects, and imposed a budget proviso requiring OCR to contract with the Social Justice Fund to administer a community-based competitive bid process to allocate funding towards youth detention alternative services and requiring OCR to contract with the organizations awarded funding through that process; and

WHEREAS, the City Council now prefers that the Social Justice Fund contract directly with the organizations awarded the funding through the competitive bid process to provide the youth detention alternative services; and

WHEREAS, OCR and the Social Justice Fund are now ready to commence with this important work; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office for Civil Rights (OCR) or her designee is hereby authorized and directed to execute on behalf of The City of Seattle an agreement with the Social Justice Fund, a Washington non-profit corporation, in the form negotiated and accepted by the Executive, consistent with the material terms regarding scope of work and payment in the Agreement for Social Justice Fund Northwest Zero Detention Project attached to this legislation as Attachment A.

Section 2. The restrictions imposed by the following budget proviso are removed because the conditions in the proviso have been satisfied and they are no longer restrictions for any purpose, including those in Section 1 of Ordinance 124927:

Item	Department	2016 Green Sheet	Proviso	Budget Control Level
2.1	Executive	34-1-A-2	"None of the money appropriated in the 2016 budget for the Office for Civil Rights (OCR) may be spent on a contract with the Social Justice Fund for Zero Detention Projects until the City Council approves the proposed contract by ordinance."	Civil Rights (00100-X1R00)

Section 3. Any act consistent with the authority of this ordinance taken after its passage but prior to its effective date is hereby ratified and confirmed.

Section 4. The change in the requirement for OCR to contract with the organizations awarded funding described in 2016 Green Sheet 34-1-A-2 to the requirement that Social Justice Fund contract with the selected organizations is approved.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 14th day of MARCH, 2016, and signed by me in open session in authentication of its passage this 14th day of MARCH, 2016.

Bruce A. Harrell

President _____ of the City Council

Approved by me this 25th day of March, 2016.

Edward B. Murray, Mayor

Filed by me this 25th day of MARCH, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment A - Agreement for Social Justice Fund Northwest Zero Detention Project

City of Seattle

Seattle Office for Civil Rights and Social Justice Fund Northwest

AGREEMENT for

EPIC Zero Detention Project

AGREEMENT NUMBER: SOCR2016-02

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Seattle Office for Civil Rights, as represented by the Director, Patricia Lally; and the Social Justice Fund Northwest ("SJF"), a non-profit organization of the State of Washington and authorized to do business in the State of Washington.

Recitals:

WHEREAS, City Council Resolution 31614 endorses a vision for the City of Seattle to become a city with zero use of detention for youth, and establishing a path forward to develop policies that eliminate the need for youth detention;

WHEREAS, this vision for zero use of detention has long been the vision of Seattle youth of color, particularly African-American youth and other members of Ending the Prison Industrial Complex (EPIC), who have been organizing and leading a campaign against placing youth in detention;

WHEREAS, the purpose of this contract is to allocate City resources for the development of alternatives to detention and incarceration for youth that are community-based and community-led and with clearly defined program outcomes;

WHEREAS, the City Council intends to allocate funds in a manner that focuses on and includes participation from anti-racist, community-based agencies and those most impacted by the criminal justice system;

WHEREAS, the Social Justice Fund Northwest has a long history of funding strategic grassroots community organizing for social change throughout the Northwest and has been at the forefront of social justice philanthropy, developing innovative, democratic and participatory models of donor organizing;

WHEREAS, the Social Justice Fund Northwest, in 2010, launched a new donor and leadership development program called the Giving Project. A Giving Project is a cross-class, multiracial group of 15-25 people who commit to a process of approximately six months. During this time, project members: build community with one another; develop a shared analysis of race and class; fundraise from their own networks and make strategic grants for social change;

WHEREAS, through this agreement, Social Justice Fund Northwest will establish a new model for grassroots, participatory contracting for programs which further the City's goal of zero detention of youth and will solely retain fiscal responsibility for the grants and the outcomes of the organizations funded; SJF will work in relationship with EPIC to adapt and implement the Giving Project model consistent with the City's goal to achieve Zero Detention for youth;

WHEREAS, this participatory contracting model will ensure that those most impacted by youth detention participate in contract funding decisions, thereby bringing expertise, accountability, and greater democracy to the budgeting process; and work to build capacity in the impacted community to resource this work through their own fundraising as well as in partnership with government.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and SJF mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on the effective date, which is the date when fully executed by all parties, and ends on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

SJF shall begin the work of Phase I as outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. Time limits established under this Agreement shall not be extended because of delays for which SJF is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the SJF's control.

3. SCOPE OF WORK.

The Scope of Work of this Agreement and the time scheduled for completion of such Work are:

Scope of Work	Timeline
I. Phase I: The Scope of Work for Phase I and the time schedule for completion of such Work are described in Exhibit 1, which is attached to and made a part of this Agreement. The Scope of Work for Phase II will be developed in Phase I.	March 1, 2016 December 31, 2016
II. Phase II: The funding and monitoring of the Giving Project's contract recipients, and the time schedule for completion of such Work will be attached to and made a part of this Agreement upon completion of Phase I.	August 1, 2016 – December 30, 2017

The Work is subject to City review and approval. SJF shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work and SJF's progress.

4. PAYMENT.

A. The City will pay SJF up to a total of $600,000 under this Agreement for completion of all Work, as further described in this Section 4. The total payment shall be divided as follows: $100,000 for SJF's administrative costs for both Phase I and Phase II of the Work, and $500,000 for the zero detention programs and services.

B. The City will pay SJF for administrative costs in two lump-sum payments of $50,000 each as follows: an initial payment of $50,000 following execution of this Agreement and receipt of an invoice from SJF, to be paid within 30 days of receipt of the invoice; and a final lump-sum payment upon delivery of the final list of the zero detention program contract recipients. SJF acknowledges that this is the total payment for administrative costs associated with completing the Work even if the actual costs are higher.

C. The City will pay SJF for Phase II of the Work following the City's approval of the Phase II Scope of Work and submission by SJF of the final list of zero detention programs and subcontract recipients. The City will pay SJF the total funds for all programs/subcontracts upon the approval of Phase II Scope of Work and receipt of an invoice from SJF. For any subcontract that exceeds $50,000, SJF

will pay an initial installment of $50,000 for an initial body of work followed by a subsequent installment upon completion of that first body of work. The maximum payment for Phase II work is $500,000.

5. PROMPT PAY.

Definitions

A. An invoice is considered received when it is date-stamped at point of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.

B. A payment is considered made on the day it is mailed or is available.

C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to SJF

A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the SJF within thirty (30) calendar days of receipt of the invoice.

B. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify SJF in writing, outlining the disputed items, the amount withheld and actions SJF must take to resolve the disputed items. Once the disputed items are resolved, the City shall pay the revised invoice within thirty (30) calendar days of receipt.

C. Interest Payment: The City will pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice, on undisputed invoice amounts.

Prompt Payment to Subcontractors

A. Cut-Off Date: Except as provided otherwise herein, SJF will pay all subcontractors under this Agreement within thirty (30) calendar days of SJF's receipt of invoice from the subcontractor. SJF may establish a monthly cut-off date by which subcontractors must submit an invoice in order to assure 30-day payment.

B. Disputed Items: SJF may withhold payment to subcontractors for disputed items. SJF will promptly notify the subcontractor in writing, outlining disputed items, the amount withheld and actions the subcontractor must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subcontractor may request partial payment for the approved amounts, or may request that SJF delay their entire payment until a revised invoice is submitted to and accepted by SJF. SJF shall pay any approved revised invoice within thirty (30) calendar days of receipt.

D. Interest Payment: SJF will pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice on undisputed invoice amounts.

E. Flow-Down Clauses: SJF shall require this provision in each subcontract of any tier.

6. CONTRACT PAYMENTS REPORTING REQUIREMENTS.

When submitting each invoice to the City for payment, SJF must complete an on-line Payment Report to record all payments to subcontractors: http://web6.seattle.gov/FAS/CIDCC. A unique Purchase Order number is required which may be obtained from http://web6.seattle.gov/fas/summitpan/R297/R297.aspx. Contact Steven Larson (206) 684-4529 or Miguel Beltran (206) 684-4525 for assistance.

SJF shall ensure that all subcontractors are registered to the City's Online Business Directory prior to completing the online report, at http://www.seattle.gov/contracting/registration.htm.

7. PAYMENT PROCEDURES.

SJF may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to SJF upon the City's receipt of a properly prepared invoice containing the information listed below.

Deliver all invoices and invoice/billing notices under this Agreement to:

If to the City:	If to SJF:
Latrice yBarra, Operations Manager Latrice.yBarra@seattle.gov Seattle Office for Civil Rights 810 Third Avenue, Suite 750 Seattle WA 98104-1627	Mijo Lee, Executive Director Social Justice Fund NW mijo@socialjusticefund.org 1904 Third Ave, Suite 806 Seattle, WA 98101

See attached checklist for further instructions.

Invoices must clearly display the following
• Invoice Date and Invoice Number • City Project Manager Name: Patricia Lally (Please do not put PM's name in the address) • Department Contract No. SOCR2016-02 • Contract Title: EPIC Zero Detention Project • Period covered by the invoice • Task # and title • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per task • Itemization of direct, non-salary costs (per task, if so allocated) • The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per task and for the total project

8. TAXES, FEES AND LICENSES.

A. SJF shall pay and maintain in current status, all necessary licenses, fees, assessments, and permit charges needed to complete the Work. It is SJF's sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, SJF shall pay and maintain in current status all taxes necessary for performance of the Work. . The City will furnish SJF an exemption certificate where appropriate.

C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to SJF:
Latrice yBarra, Operations Manager Latrice.yBarra@seattle.gov Seattle Office for Civil Rights 810 Third Avenue, Suite 750 Seattle WA 98104-1627	Mijo Lee, Executive Director Social Justice Fund NW mijo@socialjusticefund.org 1904 Third Ave, Suite 806 Seattle, WA 98101

10. EQUAL BENEFITS.

SJF shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require SJF to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as SJF provides to spouses of employees. At City's request, SJF shall provide information and verification of SJF's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

11. SOCIAL EQUITY REQUIREMENTS.

SJF 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, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. SJF 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 identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of 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. SJF shall seek inclusion of woman and minority business for subcontracting. 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 but must be registered in the City Online Business Directory.

Inclusion responsibilities shall include those commitments agreed upon between the City and SJF as a result of the stated purpose of SJF to subcontract with anti-racist, community-based organizations that are comprised of those most impacted by youth detention, which include those represented by WMBEs, in particular people of color.

12. INDEMNIFICATION.

SJF shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to person and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of SJF, its officers, employees, agents or subcontractors;

- the concurrent negligence of the City and SJF, its officers, employees, agents or subcontractors, but in such case SJF's obligation applies only to the extent of the negligence of SJF, its officers, employees, agents or subcontractors;
- the negligent performance or non-performance of this Agreement t by SJF; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

SJF waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

13. INSURANCE.

☐ Insurance is required; however, insurance certification does not need to be submitted to the City. SJF will maintain premises and vehicle liability insurance in force with coverages and limits of liability generally maintained by similarly situated SJFs and workers compensation insurance as required by Washington State statutes.

X Insurance certification must be submitted to the City. See attached "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

14. AUDIT.

Upon request, SJF shall permit the City and any other governmental agency ("Agency") funding the Work, to inspect and audit all pertinent books and records. This includes work of SJF, any subcontractor, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the City, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington, or other reasonable locations that the City selects. SJF shall supply or permit the City to copy such books and records. SJF shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONTRACTOR.

A. SJF is an independent contractor. This Agreement does not intend the SJF to act as a City employee. The City has neither direct nor immediate control over the SJF or the right to control the manner or means by which the SJF works. Neither SJF nor any SJF employee shall be an employee of the City. This Agreement prohibits SJF from acting as a legal representative of the City. SJF is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment or Work under this Agreement. SJF shall pay all income and other taxes as due. SJF may perform work for other parties; the City is not the exclusive user of the services that SJF provides.

B. If the City needs SJF to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If SJF works on the City premises using City equipment, SJF remains an independent contractor and does not as a City employee. SJF will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, SJF will be required to work from its own office space or in the field. The City may negotiate a reduction in SJF fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

SJF shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves SJF's employment, SJF shall present to the City one or more individuals with greater or

equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release SJF from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.
SJF and the City acknowledge that it is an express purpose of this Agreement that SJF will subcontract with organizations for scopes of work related to the City's goals of zero detention of youth. Any subcontract made by SJF shall incorporate by reference this Agreement, except as otherwise provided. SJF shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release SJF from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. FEDERAL DEBARMENT.
SJF shall immediately notify the City of any suspension or debarment or other action that excludes SJF or any subcontractor from participation in Federal contracts. SJF shall verify all subcontractors intended and/or used by SJF for performance of the Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.sam.gov. SJF shall keep proof of such verification within the SJF records.

19. CITY ETHICS CODE (SMC 4.16.010 TO .105).
A. SJF shall promptly notify the City in writing of any person expected to be a SJF Worker (as used in this Section, "Worker" includes any SJF employee, subcontractor, principal, or owner) if that person was a former City officer or employee within the past twelve (12) months.
B. SJF shall ensure compliance with the City Ethics Code by any SJF Worker when the Work or matter related to the Work is performed by a SJF Worker who has been a City officer or employee within the past two years.
C. SJF shall provide written notice to the City of any SJF worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for SJF and other hours that the SJF Worker performed for the City under any other contract. Such Workers are subject to the City Ethics Code, SMC 4.16. SJF shall advise their SJF Workers.
D. SJF shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to SJF. Promotional items worth less than $25 may be distributed by SJF to City employees if SJF uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.
SJF confirms that neither SJF nor its workers have any business interest or a close family relationship with any City officer or employee who was or will be involved in the SJF selection, negotiation, drafting, signing, administration or evaluation of SJF's Work. As used in this Section, the term SJF includes any worker of SJF who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMMISSIONS, CORRECTIONS.
SJF is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of SJF under this Agreement. SJF, without additional compensation, shall promptly correct or revise any errors or noncompliance with this Agreement in any of SJF's Work, or the Work of its subcontractors, upon notification by the City. The obligation provided for in this Section survives Agreement termination or expiration for any errors or

omissions or non-compliance which is not reasonably discoverable by the City until after termination or expiration of the Agreement.

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. SJF shall retain any copyright (including the right of reuse) applicable to all materials and documents prepared by SJF for the Work, whether or not the Work is completed. SJF grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute for City purposes, every document and all the materials prepared by SJF for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: SJF assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, SJF does not convey to the City, nor does the City obtain, any right to any document or material utilized by SJF created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the SJF has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, SJF grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of all documents provided under this Agreement for the City's information and reference with and use on the project. SJF does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

23. PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If SJF provides the City with any documents which SJF reasonably believes are exempt from disclosure, SJF must notify the City in writing at the time of disclosure and properly identify the exempt documents. If the City receives a public disclosure request for any records or parts of records that SJF has properly and specifically identified as exempt at the time SJF provided the documents to the City, on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal\ the City, as a courtesy, will provide SJF notice and will delay disclosure for up to ten business days to permit SJF to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If SJF fails to obtain a court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540.

Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

24. DISPUTES.

Resolution of any dispute or misunderstanding that may arise under this Agreement concerning SJF's performance, or SJF's subcontractors' performance, shall first be attempted through negotiations between SJF's Project Manager and the City's Project Manager. If those parties are not able to resolve the dispute, it shall be referred to the Director and SJF's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate this Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require SJF to correct such Work prior to the City payment. The City will provide to SJF a written explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the SJF provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

25. TERMINATION.

A. For Cause: The City may terminate the Agreement if SJF is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving SJF's own employees, sabotage, or superior governmental regulation or control.
C. For City's Convenience: The City may terminate this Agreement without cause and including for the City's convenience, upon written notice to SJF.
D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
E. Actions upon Termination: for termination under Subsections 25.B. and 25.C, SJF shall be paid for the services actually properly performed prior to the effective termination date, including services which SJF has already received from any subcontractor prior to the effective termination date, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. SJF agrees this payment shall fully and adequately compensate SJF and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement. For termination under Section 25.A, the City reserves all rights to all remedies available at law or equity.
F. Upon termination, the SJF shall provide the City with the most current design documents, contract documents, writings and other products SJF has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold SJF harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the SJF's work product.

26. DEBARMENT.

Under SMC Chapter 20.70, the Director of City Purchasing and Contracting Services (CPCS), as hereby delegated by the Director of Finance and Administrative Services, may debar a and prevent a contractor or subcontractor from contracting with the City for up to five years after determining the SJF:

A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
B. 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, equal benefits, or other state, local or federal non-discrimination laws;

C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
F. Colluded with another firm to restrain competition;
G. 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;
H. Failed to cooperate in a City debarment investigation.

The CPCS Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

27. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or SJF at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

28. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Background Checks and Immigrant Status: The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at http://www.seattle.gov/business/WithSeattle.htm
C.
D. At no expense to the City, SJF shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers.
E. This Agreement shall be governed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by SJF after the time the same shall have become due nor payment to SJF for any

portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Entire Agreement: This document along with all exhibits, including subsequently incorporated exhibits, comprise the entire agreement between the City and SJF.

K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

SJF

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SEATTLE

By_____
Signature Date

_____
Type or Print Name

_____
Title

City of Seattle Business License Number: _____
Washington State Unified Business Identifier Number (UBI): 601 141 476

Attachments: Exhibit 1 - Scope of Work (if applicable)

Exhibit 1 – Scope of Work

Phase I

SJF will lead the EPIC Zero Detention Project ("Project") from planning and recruitment to identification of Project grant recipients. All grants will be in the form of a grant agreement between SJF and each recipient, and the grant agreements will detail the specific programs and services to be funded. SJF, in relationship with EPIC, will develop a program curriculum that guides participants toward funding decisions geared to: eliminate the need to detain or incarcerate youth; eliminate racial inequities in arrest rates, detention, sentencing and prison population; and center communities of color and other youth facing oppression in the provision, creation, and use of community-based alternatives.

In Phase I, SJF will develop a Request for Proposal (RFP) to be used in the Project and will deliver the RFP to OCR for input. The RFP will be used by the Project participants to identify and select the organizations whose planned efforts and programs further the goals of Resolution 31614 and who will be considered by the Project participants to receive funding. From this pool, Project participants will select proposals from organizations for further consideration, and will conduct site visits prior to final selection. OCR, represented by one consistent individual, may participate in the site visits of all finalists. The Project participants will then select the programs and organizations to receive funding through a grant agreement with SJF. The number of grant recipients and the funding amount per grant will be determined in the Project process. The total amount available for all grant recipients is $500,000.

Item	Information	Estimated Hours
Project Planning and Recruitment	SJF will recruit 15 – 25 volunteers from the community who commit to full participation in the Project grant selection and award process (the "Participants").	90 hours
Introduction of Project Curriculum	Participants will: • Build relationships. • Explore issues around race and class in the context of our work together. • Lay a foundation for the rest of the Project (and beyond).	*
Race and Class Workshop	Participants will:	*

	• Develop a shared framework for discussing race/racism and class/classism in the US, particularly in the context of mass incarceration and youth detention. • Be able to discuss giving and fundraising in the context of race and class. • Leave the training feeling empowered to take action through the Project. • Build multi-racial, cross-class community.	
Grantmaking Training	Participants will: • Learn how to read and evaluate grant proposals, particularly in the context of zero detention goals. • Practice democratic decision-making process. • Begin reading grant proposals.	*
Proposal Screening	Participants will: • Discuss grant proposals in the context of zero detention goals. • Decide, through democratic process, which organizations will proceed as finalists.	*
Site Visits	SJF will: • Train Project members on best practices in site visits. • Schedule in-person site visits with committees of Project members and all finalist organizations. • Facilitate site visits. • Compile site visit reports.	*
Grantmaking Decisions	Participants will: • Discuss site visits in the context of zero detention goals.	250 hours (total for all meetings, trainings, and

	• Decide, through democratic process, which organizations will proceed as finalists.	workshops)
Fundraising Training and Support	SJF will: • Build on race/class analysis to help participants develop an understanding of grassroots fundraising that is based in values and relationships. • Provide hands on coaching and support as participants practice grassroots fundraising, bringing in gifts from their own networks.	350 hours
Project Evaluation	SJF will: • Collectively evaluate our process to continually improve this model. • Compile stories and of Project members and grantees to evaluate project.	20 hours
Grant Management and Administration	SJF will: • Conduct outreach in the community to solicit a strong and diverse pool of grant proposals. • Field inquiries and provide feedback to potential applicants. • Create and manage grant application and online portal. • Screen applications for eligibility and completion. • Compile and distribute to Project members. • Develop and maintain relationships with prospective grantees.	240 hours

Phase II

In Phase II, SJF will develop individualized outcomes for and execute contracts with each grant recipient, and disburse, monitor, and evaluate the grants.

SJF will deliver:

- List of selected grantees, with individualized outcomes for each (Fall 2016)
- Written narrative evaluation of Project process. (Fall/Winter 2016)
- Evaluation of grants, with respect to individualized outcomes (Fall/Winter 2017)

STATE OF WASHINGTON -- KING COUNTY

--ss.

335553

No. 125007,08,09,10,11

CITY OF SEATTLE,CLERKS OFFICE

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:TITLE ONLY ORDINANCES

was published on

03/31/16

The amount of the fee charged for the foregoing publication is the sum of $79.75 which amount has been paid in full.

Subscribed and sworn to before me on

03/31/2016

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. BARNES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES

Affidavit of Publication

State of Washington, King County

City of Seattle
Title Only Ordinances

The full text of the following legislation, passed by the City Council on March 14, 2016, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Contact: Office of the City Clerk at (206) 684-8344.

Ord 125007

AN ORDINANCE approving an amendment of the Property Use and Development Agreement approved by Ordinance 123923 for property located at 3902 S. Ferdinand Street.

Ord 125008

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof. Ord 125009 AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions; and ratifying and confirming certain prior acts.

Ord 125010

AN ORDINANCE relating to civil rights; authorizing the Director of the Office for Civil Rights or her designee to execute an agreement with the Social Justice Fund, a Washington non-profit, to provide services relating to zero youth detention projects; amending Ordinance 124927 by lifting a budget proviso; and ratifying and confirming certain prior acts.

Ord 125011

AN ORDINANCE relating to the Seattle bike share program; authorizing a partial removal of the proviso included in 2016 budget Green Sheet 93-1-A-1; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, March 31, 2016.

3/31(335553)