



SCHOOL BOARD ACTION REPORT

DATE: October 17, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Michael Stone, Director of Grants, Fiscal Compliance & Strategic Partnerships, mastone@seattleschools.org; Michael Tolley, Associate Superintendent of Teaching and Learning, mftolley@seattleschools.org

For Intro: November 15, 2017
For Action: December 6, 2017

1. TITLE

City of Seattle Families & Education Levy Funding for Seattle Public Schools for Middle School Out of School Program Transportation, Northgate Elementary transportation and Middle School Athletics.

2. PURPOSE

This action report accepts \$652,624.00 in grant funding from the City of Seattle's Families & Education Levy. The funding will support Middle School Out-of-School Program Transportation (\$311,955), Northgate Elementary transportation (\$11,108), Middle School Athletics (\$201,232), Middle School Sports Transportation (\$33,125), and Summer Learning Transportation (\$95,224) .

3. RECOMMENDED MOTION

I move that the Board authorize the Superintendent to accept the grant funds totaling \$652,624.00 from the City of Seattle's Families and Education Levy (FEL) funded programs with the City of Seattle's Department of Education and Early Learning for the Middle School Out-of-School Program Transportation, Northgate Elementary transportation, Middle School Athletics, and Summer Learning Transportation, and to take any necessary actions to accept the grant funds.

4. BACKGROUND INFORMATION

- a. **Background** 2012-13 marked the beginning of a new seven year cycle of the 2011 voter approved Families and Education Levy (FEL). Work is based on the Partnership Agreement, approved by the Board on August 15, 2012, which describes the roles and responsibilities of the District and the City in the use of the funds and lists the programs authorized for funding. All investments from the City address the outcomes associated with School Readiness, Academic Achievement and Reduction of the Achievement Gap, and College and Career Readiness. FEL investments have supported Middle School Out-of-School Program Transportation, Northgate Elementary transportation, Middle School Athletics and Summer Learning transportation to allow access to these programs for students attending all middle schools and Northgate Elementary. Middle School Athletics covers the stipends for school staff to lead the Middle School athletic programs at their buildings.

- b. **Alternatives** Not accept the funds. This is not recommended, as the loss of these funds would severely impact the health and wellbeing of our students, as well as reduce the number and quality of supplemental educational supports available to our neediest students with higher needs.
- c. **Research** Contracts and associated outcomes for all programs for 2017-2018 are being jointly developed with the City’s Department of Education and Early Learning, staff listed, and the schools receiving funding.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be the receipt of \$652,624.

The revenue source for this motion is City of Seattle Families & Education Levy.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

The Levy Oversight Committee (LOC) meets regularly to discuss the programs funded through the Families and Education Levy. These meetings are open to the public and generally take place at Seattle City Hall. In addition to City and District representation, members of the community-at-large serve on the LOC.

7. EQUITY ANALYSIS

The Families & Education Levy funding provides voter approved supplemental funding to 43 higher Free & Reduced Lunch percentage Elementary, Middle and High School programs throughout the district. The schools selected to receive the funding have historically had higher Free & Reduced Lunch percentages with higher than average opportunity gaps for many of their student populations. These funds eliminate the barriers to academics and enrichment activities at their schools for many students.

8. STUDENT BENEFIT

The Family & Education Levy dollars provide supplemental funding to support before, during and after school programs at 43 school sites.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6114, Gifts, Grants, Donations and Fundraising Proceeds, acceptance of grant funds in excess of \$250,000 requires School Board approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion to approve the Families & Education Levy funds for Middle School Out-of-School Program Transportation, Northgate Elementary transportation and, Middle School Athletics and Summer Learning Programs, for the school year 2017-2018 was presented at the Audit and Finance Committee meeting on November 6, 2017. The committee reviewed the item and recommended consideration by the full Board.

12. TIMELINE FOR IMPLEMENTATION

By the approval of the Families & Education Levy funding by the Board of Directors of Seattle Public, schools will have access to the funding starting December 7, 2017 for Middle School Out-of-School Program Transportation, Northgate Elementary transportation and Middle School Athletics for the 2017-2018 school Year. The district will invoice the City of Seattle monthly for reimbursement for services rendered through the FEL funding.

13. ATTACHMENTS

- Middle School Out of School Program Transportation, Northgate Elementary transportation and Middle School Athletics Agency Partnership Agreement

AGENCY PARTNERSHIP AGREEMENT

PROGRAM NAME: Middle School Out of School Program, Transportation and Middle School Athletics

FUND SOURCE: Families & Education Levy

AGENCY Agreement ID: ID#006M

ORDINANCE AUTHORIZATION: 123834

THIS Agreement is made between The City of Seattle (hereinafter called the "City") acting through its Department of Parks and Recreation (hereinafter called the "Department") and its Superintendent of Parks and Recreation (hereinafter called the "Superintendent") and The Seattle School District No. 1 (hereinafter called the "Agency") to operate certain components of the Families Education Levy (FEL) Out-of-School Activities Program For Middle School Students and operate certain components of the Out-of School Activities Program For Northgate Elementary School (hereinafter called the "Program") as specified in the body of this Agency Partnership Agreement and Addenda A, B, and C.

The Agency and the City have a long standing relationship formally recognized via the School/Parks Agreement and an effective contractual partnership in the delivery of out of school time programs for Seattle youth. The Agency and City partnership spans 25 plus years, encompassing 4 levy cycles of the Families and Education Levy.

The Agency will carry out the Program for and on behalf of the City, as an operating agency, with compensation to the Agency measured on a direct cost basis, unless stated otherwise, by the City.

Funding for investment in these programs is provided by the 2011 Families & Education Levy. The Department has lead responsibility for achieving and monitoring levy outcomes for certain Out of School Time programs. Using FEL Out of School Time investments, The Department, Agency, and other service providers share a commitment to achieving results for Seattle's children in the following area:

Academic Achievement and Reduction of the Academic Achievement Gap— as measured by the Measurements of Student Progress (MSP) or other State Standardized Test.

The OST investment area is charged with achieving a set of targets that will contribute to these results. Targets for **2017-2018** have been established by mutual agreement between the Department and the City of Seattle Department of Education and Early Learning (DEEL). Targets will be reviewed and adjusted annually.

In consideration of the covenants herein, the parties agree as follows:

I. PROGRAM AND SERVICES

SECTION 100. Scope of Services. The Agency shall, in a satisfactory and proper manner as determined by the Superintendent, operate certain components of the Out-Of-School Activities for Middle School Students and Department Summer Learning program (hereinafter referred to as "Services") as specified in Addenda A, B, and C and as stipulated by the Department. The Department shall document each

stipulated segment of Services and corresponding schedule of authorized expenditures as shown in Addenda A, B, and C and shall attach said addenda hereto which shall thereupon be incorporated herein. The Services shall be approved by the Superintendent or his designee and the designee from the Agency. Program Services shall be provided during the period **September 1, 2017** through **August 31, 2018**. The term of this agreement shall begin **September 1, 2017** and end **September 30, 2018**.

SECTION 110. Identification of Services. The Agency shall identify all Services performed by the Agency pursuant to this Agreement as Services provided for the City; advise recipients of the Services and the public that the Services are provided as part of, or in furtherance of a City program or activity.

II. COMPENSATION; BUDGET; AND RECORDS

SECTION 200. Budget. The City shall reimburse the Agency for satisfactorily performing the Services that become identified in this Agreement's Addenda **A, B and C**. The Agency shall operate the Program on a Cost-of-Service basis. The City shall reimburse Agency expenditures as itemized in this Agreement's addendums which shall be approved by both the City and the Agency and so noted. All Services performed shall not exceed a maximum value of **Six Hundred-Fifty-Two Thousand Six Hundred Twenty-Four Dollars (\$652,624)**: Addendum A (Transportation and Middle School Athletics) - **Five Hundred-Forty-Six Thousand Two Hundred Ninety-Two Dollars (\$546,292)**, Addendum B (Transportation - Northgate Elementary School) – **Eleven Thousand One Hundred Eight Dollars (\$11,108)**, Addendum C (Transportation – Summer) – **Ninety-Five Thousand Two Hundred Twenty-Four Dollars (\$95,224)**

SECTION 210. Invoicing & Reimbursement. To secure reimbursement, the Agency shall submit invoices for completed Program Services along with the Agency's financial report "Grant Detailed Expenditure and Invoice Report", Exhibit A and Attachment 1, to the Department quarterly. The Agency shall submit invoices to the City no later than 30 days from the end of the quarterly in which Program Services are performed. Invoices shall bear the Agency's name and address and the Agency Agreement Identification Number (**ID**). Invoices must be signed by an authorized representative of the Agency, who shall verify that the invoiced Services have been performed using "Contractor's Invoice Form - Line Item Reimbursement"- Exhibit B. Upon successful review, verification, and approval of the invoice by the City, reimbursements will be made directly to the Agency within 30 days.

The Agency shall remunerate all expenses to providers for delivered Program Services and material within 30 days of the last day of the quarter that said Service or material is satisfactorily delivered.

The last invoice for the **2017** calendar year is due to the City no later than **January 5, 2018**. The final invoice for the agreement period is due no later than **August 31, 2018** and must be marked "Final" on the top of the invoice. If any invoicing irregularities occur or any program report forms are delinquent, the City will inform Supervisor, Office for Community Learning, Seattle Public Schools, PO Box 34165, MS 33-160, Seattle, 98124-1165 in writing of the situation with a copy of the memo sent to the Agency's Controller's Office. Payment (s) withheld or delayed due to invoicing irregularities or delinquent report forms will be made only upon agreement between the Department and the Manager of Grants and Fiscal Compliance that satisfactory documentation has been completed.

Failure to meet the invoicing due dates may result in non-reimbursement of expenditures.

SECTION 220. Re-Allocation; Repayment of Funds. Upon discovery or request, the Agency shall immediately inform the Department's Manager, Out of School Time Office or designee, about any funds allocated to the Agency that it anticipates will not be expended during the term of this Agreement and the City shall then reallocate the same; and it shall inform and promptly pay to the City any funds in its possession due to the City. Within 30 calendar days of written notification from the City, the Agency shall repay to the City any funds received which the Agency expended for ineligible purposes. Eligible purposes shall be determined by the City.

SECTION 230. Documentation of Costs. All costs submitted for reimbursement by the Agency shall be supported by properly executed payrolls, time records, invoices, vouchers, records of Service delivery, invoice marked paid, or other official documentation as determined by the City, evidencing in proper detail the nature and propriety of the Agency costs and resulting charges to the City. The Agency shall invoice the City for costs directly associated with middle school athletics, middle school out of school time program transportation, and Department Summer Learning transportation as designated in addenda A, B, and C. The Agency will provide supporting documentation in the form of the "Seattle Public Schools Grant Detailed Expenditure and Invoice Report" document and the "Individual Items According to Document Number" Exhibit B. No additional documentation will be required.

Athletics- The Agency shall invoice the City up to **\$201,232** for middle school sports athletic stipends. The Agency shall provide the City supporting documentation in the form of the "Seattle Public Schools Grant Detailed Expenditure and Invoice Report" document and the "Individual Items According to Document Number" Exhibit B. No additional documentation will be required.

Transportation- The Agency shall invoice the City **\$311,935** for middle school Out of School Time, **\$33,125** for middle school sports, **\$11,108** for Northgate Elementary and up to **\$95,224** for Summer Learning. The Agency shall provide the City supporting documentation in the form of the "Seattle Public Schools Grant Detailed Expenditure and Invoice Report" document and the "Individual Items According to Document Number" Exhibit B. No additional documentation will be required.

All disbursements by the Agency relating to the Services to be provided under this Agreement shall be sequentially recorded in the Agency's accounting records by date, check or instrument number, amount, vendor description of the items or Services procured and budget item related to the disbursement. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible by the City. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided, that any record or document that is the subject of audit findings shall be retained for a longer time until such audit finding is resolved.

SECTION 240. Record and Fiscal Control System. The Agency shall maintain personnel and payroll records to identify adequately the source and application of funds, withhold income taxes; pay social security, unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due and, unless exempt, procure and maintain a City of Seattle Business License. The Agency shall maintain an effective system of internal control to assure that funds are used solely for authorized purposes, and upon request by the City, acquire fidelity bonding of Agency and/or other personnel with fiscal responsibilities.

SECTION 250. Access to Records; Audits. The City and its designated agents shall have access at any time during normal business hours and as often as necessary, to all Agency books, records, documents, accounts, files, reports and other property and papers of the Agency relating to the Services to be provided under this Agreement for the purpose of an audit, survey, examination, excerpt or transcript.

The Agency shall have an audit of its operations conducted on an annual basis. The audit will be conducted as required by law, which audit shall include all funds provided to the Agency by the City, and determine whether:

- (1) the financial statements of the Agency present fairly its financial position and the results of its financial operations in accordance with state accounting requirements;
- (2) the Agency has internal accounting and other control systems to provide reasonable assurance that it is managing grant programs in compliance with applicable State and Federal laws and regulations; and City Ordinances, and
- (3) the Agency has complied with laws and regulations that may have material effect on its financial statements and on each grant program.

Further, the audit shall be conducted according to the procedures established by the American Institute of Certified Public Accountants and in accordance with the "Single Audit Act of 1984 (31 USC F7501 et. seq.) and the financial and compliance standards promulgated by the U.S. Controller General's "Standards for Audits for Government Organizations, Programs, Activities and Functions." The audit shall cover the Agency's fiscal year, and shall be submitted as a single year audit. The audit shall be submitted to the City within 30 days after the Agency receives the audit report.

SECTION 260. Reports and Information. The Agency shall furnish periodic Program reports in the manner as agreed to by the Agency and the City, and such other statements and data relating to the Services provided with Program funds conveyed through this Agreement may be requested by the Superintendent, including assessments of the effectiveness of the Services provided in meeting the goals and objectives of the Program. If such reports and information have not been delivered by the deadline dates set by the City, the City may withhold payment of funds for further programming of the next Program segment, or at the City's option, the City may make a cooperative effort through the Department's Manager, Out of School Time Office to meet with the Agency Manager, Grants and Fiscal Compliance to discuss and implement the timely delivery of said reports and information by the Agency. If the reports and information still have not been delivered within an agreed upon time, or upon meeting the City and Agency do not come to an agreement upon implementing the timely delivery of said reports and information, the City may then withhold payment of funds for further programming of the next Program segment. The City will send copies of the program report and/or performance evaluation to the Agency Manager, Grants and Fiscal Compliance.

SECTION 270. Notice Affecting Performance. The Agency shall notify the Superintendent, or designee of any matters affecting the eligibility of the Agency to continue performance of this Agreement immediately upon the Agency's discovery of the same.

III. MANNER OF PERFORMANCE

SECTION 280. Quality of Performance. The Agency shall be responsible for the quality of Services provided and the suitability of the Service for the apparent needs of the Program. Its responsibilities shall not be reduced by recommendations or assistance received from the City, which vary from the terms and conditions of this Agreement, unless a corresponding amendment is made to this Agreement.

The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If, during the course of the Agreement, the Services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require within the time frame determined by the City. Failure to make the necessary corrections shall be a material breach of this Agreement and cause for its termination as defined in Section 450 Termination and Suspension.

SECTION 290. Compliance With Law. In performing work and providing Services under this Agreement, the Agency, at its sole cost and expense, shall comply with all applicable laws of the United States and the State of Washington; the Charter and Ordinances of the City of Seattle; and rules, regulations, orders and directories of their administrative agencies and the officers thereof.

SECTION 300. Non-Discrimination/Equality of Opportunity. The Agency will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

SECTION 310. Prohibited Interlinkings. No person shall, as a condition to receiving the Services provided with funds administered through this agreement, be required to pay any fees other than those described in the appendices/addendums hereto, secure a membership in the Agency 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 make extra payments or to participate in such Agency activities.

SECTION 320. Status of Agency Employees. No employees, agents, or volunteers retained by the Agency shall be deemed, or represent themselves to be, employees of the City or on account of the Services performed.

IV. GENERAL CONDITIONS

SECTION 400. Indemnification. The Agency shall indemnify, defend and hold the City and its officers, free and harmless from any and all claims, demands, suits, judgements, liabilities, costs, expenses, losses and any death, injury or disability of any person or damage to any property or business arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Agency, or any of its officers, agents, employees, program agreements or clients. In the event of suit against the City, the Agency shall appear and defend the same, provided the Agency is notified in a timely manner of the suit. In the event that the Agency and the City are held to be jointly liable in any final judgment in any suits arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the relative

degrees of their liability. Such indemnity shall not include claims arising as a result of the sole negligence of the City, or any of its officers, employees or agents, but shall include and not be limited to any liability arising out of or from any concurrent, contributing or joint acts or omissions of the agency and the City.

The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The City shall indemnify, defend and hold the Agency and its officers, free and harmless from any and all claims, demands, suits, judgements, liabilities, costs, expenses, losses and any death, injury or disability of any person or damage to any property or business arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the City, or any of its officers, agents, employees, program agreements or clients. In the event of suit against the Agency, the City shall appear and defend the same, provided the City is notified in a timely manner of the suit. In the event that the City and the Agency are held to be jointly liable in any final judgment in any suits arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the relative degrees of their liability. Such indemnity shall not include claims arising as a result of the sole negligence of the Agency, or any of its officers, employees or agents, but shall include and not be limited to any liability arising out of or from any concurrent, contributing or joint acts or omissions of the Agency and the City. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

(A) Insurance. As a self-insured public entity, the Agency will provide upon its execution and delivery of this instrument to the City, a certification of such self-insurance which shall be attached hereto and incorporated by reference herein.

SECTION 410. Identity of Participants/Benefits Recipients. The use or disclosure by any party of any identifying information concerning the identity of any participant in the program(s) or any of the services or benefits provided under this Agreement for any purpose not directly connected with the administration of the Department's or Agency's responsibilities with respect to Services provided under this Agreement is prohibited except on written consent of the participant or recipient or client, his or her attorney, or responsible parent or guardian.

SECTION 420. Copyrights and Patents.

(A) The City shall reserve all rights of ownership for all copyrightable material/media and patents produced or created pursuant to this agreement.

(B) Any discovery or invention arising out of or developed in the course of work pursuant to this Agreement shall be promptly and fully reported to the City for determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 430. Changes. Changes between program budgets as identified in the individual appendices shall not be made without written agreement of both the City and the Agency. Should the Agency not expend funds allocated under this in accordance with the addendum, the City shall recapture and

reprogram under-expenditures by unilateral amendment. No other alteration or variation of the terms of, or departure from or change in the performance contemplated by this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

SECTION 440. Restrictions Upon Transfer. The Agency shall not assign any of its rights or obligations under this Agreement or subcontract the same, unless the Agency's intent to issue such assignment or subcontract has been specifically referenced in this Agreement or has been otherwise specifically approved in writing to the Agency by the City. Any such approved assignment or subcontract shall be subject to each provision of this Agreement and any procurement procedures required by the City. In the event of any approved assignment or subcontract, the City shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Agreement.

SECTION 450. Termination and Suspension. Either party to this Agreement may terminate this Agreement for any reason by providing written notice to the other party not less than thirty (30) days prior to the effective date of termination. The City may terminate this upon seven (7) days prior written notice in the event: (1) the Agency fails to provide Services called for by this Agreement within the time specified herein, or (2) for any reason the timely completion of such work is rendered improbable, impossible, or not feasible. The City may terminate this Agreement immediately upon written notice for any illegal activities with recourse. In the event that, for any reason, funds allocated for this Project are or no longer available to the City for the purpose of conducting the project or compensating the Agency, the City may suspend, without recourse, the Agency's obligation to render Services to the City and City's obligation to pay for Services, by providing written notice to the Agency and specifying the effective period of such suspension.

SECTION 460. Future Support. The City makes no commitment of future support and no obligation for future support of any activity or work performed hereunder other than the commitments and obligations specifically set forth in this Agreement.

SECTION 470. Reservation of Rights. Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

SECTION 480. Severability. If any provisions of this Agreement other than those provided in Chapter III. Manner of Performance and Chapter IV. General Conditions are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives contemplated by the parties hereto.

V. SPECIAL CONDITIONS IMPLEMENTING THE FAMILIES AND EDUCATION LEVY (SEATTLE ORDINANCE 123834)

SECTION 500. Subordination to Levy Ordinance 123834 and the 2011 Families and Education Levy Partnership Agreement (hereinafter "Partnership Agreement"). In accordance with the Partnership Agreement executed by the Seattle School District No. 1 and The City of Seattle, this Agreement and any subcontract executed by the Agency to carry out the objectives of this Agreement shall be subject and

subordinate to the provisions of the Families and Education Levy (Seattle Ordinance 123834) as well as the provisions of the Partnership Agreement and as it may be amended.

SECTION 510. Agency Prerequisites to Agreement Implementation. In accordance with the 2011 Partnership Agreement, implementation of this Agreement is contingent upon its having been reviewed by the Agency's Office of Fiscal Compliance & Grants, and having been approved by the Agency's Superintendent. Inasmuch as such review, passage, and approval are solely within the power and control of the Agency, execution of this Agreement by the Agency's Superintendent shall serve as incontrovertible evidence that the requisite review and passage has occurred and that the Agency's Superintendent has approved this Agreement.

SECTION 520. Addresses for Notices. All notices from one another shall be sent to the following respective addresses:

TO CITY: Lori Chisholm
Out of School Time Manager
Recreation Division
Seattle Department of Parks and Recreation
4209 W. Marginal Way SW
Seattle, WA 98106

TO AGENCY:
Michael Stone
Seattle Public Schools
MS 33-343
PO Box 34165
Seattle, WA 98124-1165

Invoices and reports from the Agency shall be sent to: Seattle Parks and Recreation, Daisy Catague, Administrative Staff Analyst, Out of School Time Program Office, 4209 W. Marginal Way SW, Seattle Washington 98106.

SECTION 530. Ancillary Agency Support for Program. The Agency shall provide support and ancillary services (including but not limited to certain transportation services, middle school athletic services, and administrative support) to and for the program described in Addenda A, B and C, hereof, in a quantity and at a quality level not less than that provided and maintained during the Agency's fiscal year that immediately preceded the effective date of this Agreement, and otherwise so that achievement of the results of such program as contemplated by the City under this Agreement, is not jeopardized by any reduction thereof.

SECTION 540. Evaluation. Evaluation of the Agency's performance and pursuant to this Agreement shall be at the City's option. Any such evaluation shall be based upon performance and evaluation criteria to be jointly developed by the Agency and City pursuant to the Partnership Agreement, and in the absence of such measures and criteria, upon such other and criteria as the City shall select.

SECTION 550. Women's and Minority Business Utilization.

Notwithstanding any other provision in reference to this Agreement, City women- and minority-owned business (WMBE) utilization requirements shall not apply to this Agreement. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the contract and no preference will be given to a contractor for their WMBE utilization or WMBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Agreement will continue to apply.

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

(B) Record-Keeping. The Contractor shall maintain, for at least 12 months after completion of this Agreement, relevant records and information necessary to document level of utilization of WMBEs and other businesses as subcontractors and suppliers in this Agreement and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this Agreement. The City shall have the right to inspect and copy such records. If this Agreement involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

(C) Affirmative Efforts to Utilize WMBEs. The City encourages the utilization of minority owned businesses (“MBEs”) and women-owned businesses (“WBEs”) (collectively, “WMBEs”), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

1. Attending a pre-solicitation conference, if scheduled by the City, to provide project information and to inform WMBEs of contractor contracting and subcontractor contracting opportunities.
2. Placing all qualified WMBEs attempting to do business in the City of Seattle on solicitation lists, and providing written notice of subcontractor contracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City of Seattle, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by WMBEs.
5. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Agreement.
6. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

(D) Sanctions for Violation. Any violation of the mandatory requirements of the provisions of this Section's paragraphs "B" and "C") shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by the Agreement and by applicable law.

VI. SPECIAL CONDITIONS

SECTION 600. This Agreement consists of six (6) chapters plus addendums and exhibit samples plus ongoing addendum requirements which are incorporated herein as they are developed and approved by the City and the Agency. These documents contain the entire Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by having their representatives affix their signatures below:

The Seattle Public Schools

**Dr. Larry Nyland, Superintendent
Seattle Public Schools**

Date

**The City of Seattle
Seattle Parks and Recreation**

**Jesús Aguirre, Superintendent
Seattle Parks and Recreation**

Date

ADDENDUM A

Out-of-School Activities for Middle School Students

9/21/2017

Reference: Agency Service Agreement ID #006M

The following program activities are authorized to commence for the Schools listed below and funds authorized to be expended in support of the Out-of School Activities for Middle School Students program as part of the Families and Education Levy program:

| SCHOOL | ORG | Cost Center | Athletic (TX0) | Transportation (TH0) | TOTAL |
|-------------------------|-----|-------------|----------------|----------------------|------------|
| Athletics | | 8307928TX0 | \$ 201,232 | | \$ 201,232 |
| Sports Buses | | 8307928TH0 | | \$ 33,125 | \$ 33,125 |
| Aki Kurose | AK | AKL7928TH0 | | \$ 26,000 | \$ 26,000 |
| Broadview Thompson | BT | BTL7928TH0 | | | |
| Boren | BB | BBL7928TH0 | | \$ 9,276 | \$ 9,276 |
| Denny | DY | DYL7928TH0 | | \$ 19,646 | \$ 19,646 |
| Eagle Staff | RE | REL7928TH0 | | \$ 9,276 | \$ 9,276 |
| Eckstein | EC | ECL7928TH0 | | \$ 14,515 | \$ 14,515 |
| Hamilton | HA | HAL7928TH0 | | \$ 21,993 | \$ 21,993 |
| Jane Addams | JA | JAL7928TH0 | | \$ 25,739 | \$ 25,739 |
| Madison | MA | MAL7928TH0 | | \$ 24,810 | \$ 24,810 |
| McClure | MC | MCL7928TH0 | | \$ 17,558 | \$ 17,558 |
| Meany | MY | MYL7928TH0 | | \$ 9,276 | \$ 9,276 |
| Mercer | MR | MRL7928TH0 | | \$ 26,471 | \$ 26,471 |
| Northgate | NG | NGL7928TH0 | | \$ - | \$ - |
| Orca | OC | OCL7928TH0 | | | |
| Pathfinder | PA | PAL7928TH0 | | \$ - | \$ - |
| Salmon Bay | NC | NCL7928TH0 | | \$ 6,485 | \$ 6,485 |
| South Shore | NS | NSL7928TH0 | | \$ 9,776 | \$ 9,776 |
| TOPS | TO | TOL7928TH0 | | \$ 11,772 | \$ 11,772 |
| Washington | WA | WAL7928TH0 | | \$ 28,132 | \$ 28,132 |
| Whitman | WH | WHL7928TH0 | | \$ 1,000 | \$ 1,000 |
| Parks-OST - unallocated | 9A | 5107928TH0 | | \$ 50,210 | \$ 50,210 |
| TOTALS | | \$ - | \$ 201,232 | \$ 345,060 | \$ 546,292 |

This addendum authorizes funds to be spent for the period **September 1, 2017** through **August 31, 2018**.

ADDENDUM B

Out-of-School Activities for Northgate Students

9/21/2017

Reference: Agency Service Agreement ID

The following program activities are authorized to commence for the Schools listed below and

| SCHOOL | ORG | Cost Center | Transportation | Miscellaneous | TOTAL |
|-----------|-----|-------------|----------------|---------------|-----------|
| Northgate | NG | NGL7928TH0 | \$ 11,130 | | \$ 11,130 |
| TOTALS | | \$ - | \$ 11,130 | \$ - | \$ 11,130 |
| | | | | | |
| | | | | | |

This addendum authorizes funds to be spent for the period **September 1, 2017** through **August 31, 2018**.

| | |
|---|--|
| ADDENDUM C | |
| Department Summer Learning Program Transportation | |
| 9/21/2017 | |
| Reference: Agency Service Agreement ID #006M | |

The following program activities are authorized to commence for the Schools listed below and funds authorized to be

| SCHOOL | ORG | Cost Center | Summer Learning | TOTAL |
|------------------------|------------|--------------------|------------------------|------------------|
| Parks Summer Learning* | | | | |
| Northgate | NG | NGL7928TGO | | \$ 10,590 |
| McClure | MC | MCL7928TGO | | \$ 19,045 |
| Mercer | MR | MRL7928TGO | | \$ 19,335 |
| Aki Kurose | AK | AKL7928TGO | | \$ 25,998 |
| Washington | WA | WAL7928TGO | | \$ 20,256 |
| TOTALS | | | | \$ 95,224 |

*Specific school allocation information will be provided by June 8, 2018 through a revised Addendum C to be provided

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

This addendum authorizes funds to be spent for the period June 18, 2018 through August 31, 2018