

City of Seattle
Office of Sustainability & Environment
Seattle Building Decarbonization Grants Program Agreement

PROJECT TITLE:
AGREEMENT NUMBER:

This Building Decarbonization Grants Program Agreement (“**Agreement**”) is made and entered into by and between the City of Seattle (“**the City**”), acting through its Office of Sustainability and Environment (“**Department**”) and **[insert grantee name]** (“**Building Owner**”). The Building Owner is the “**Recipient**” under this Agreement.

1. SEATTLE BUILDING DECARBONIZATION GRANTS PROGRAM

The Seattle Climate Action Plan calls for Seattle to reach an almost 40% greenhouse gas (carbon) emissions reduction in the buildings sector by 2030 and to be net-zero carbon emissions by 2050. The City Council [Green New Deal Resolution \(Res 31895\)](#) calls for a Seattle free of climate pollutants sooner, by 2030.

In December 2023, the City Council passed, and Mayor Bruce Harrell signed, Ordinance 126959 (as codified at Chapter 22.925 and amendments to Chapter 22.930 of the Seattle Municipal Code (“**BEPS Legislation**”) to establish a Seattle Building Emissions Performance Standard (BEPS) that will gradually transition large nonresidential and multifamily buildings to net-zero greenhouse gas (GHG) emissions by 2050. BEPS is a key climate action highlighted in the [2013 Climate Action Plan](#), [2018 Climate Action Strategy](#), 2020 Green New Deal (GND) Executive Order, 2021 Climate Executive Order, and the [2021 GND Climate Impact Actions Report](#). It's also one of the most impactful building policies the City can implement in the next few years and is projected to reduce building-related emissions 27% by 2050 (buildings represent 37% of Seattle 2020 core emissions).

The City’s 2024 budget for its Office of Sustainability & Environment (OSE) includes \$4.5M for in-depth engineering design and capital retrofits funding for 10-15 non-profit and affordable housing buildings serving frontline communities to help them reduce building operational GHG emissions towards achieving the future BEPS targets. OSE has established the **Seattle Building Decarbonization Grants Program** (“**the Program**”) to administer those funds.

The Program seeks to support and fund decarbonization projects that help owners of non-profit and affordable housing buildings serving frontline communities retrofit their buildings to achieve the emissions reduction targets contained in the BEPS Legislation, including:

- In-depth engineering analysis and design to plan future building decarbonization retrofit projects and/or
- Capital (equipment and labor) costs to implement building decarbonization retrofit projects, such as replacing building systems that burn fossil fuels with electric building systems.

2. RECIPIENT’S BUILDING DECARBONIZATION PROJECT DESCRIPTION

- A. The Recipient will implement the scope of work described in Exhibit A (“**the Project**”) attached and made a part of this Agreement. The Project will take place at the following building(s):

Building Name	
Address	
Seattle Building ID Number	
Tax ID Number	

- B. The Recipient will carry out the Project consistent with the budget attached as Exhibit B (“**Project Budget**”) and will complete the Project according to the initial schedule attached as Exhibit C (“**Project Timeline**”), both made a part of this Agreement. The Project Budget and Project Timeline may be amended or updated as provided in this Agreement.
- C. Changes: Either party may request changes to the Project after the Effective Date, provided that any changes must be described in writing and approved in writing by the Department. Project changes approved by the Department in writing and referencing this Agreement shall automatically become a part of this Agreement.

3. GRANT AWARD AMOUNT

Recipient will receive a grant award of **[insert total agreement amount]** (“**Grant Funds**”) from the Department for the Project under this Agreement. The eligible use of Grant Funds is addressed in more detail in Section 8.

4. GRANT DISBURSEMENT PROCESS

- A. The City will provide the Grant Funds in three lump-sum payments. The first payment of 25% of the Grant Funds will be disbursed after the kick-off meeting is completed and upon receipt of the Recipient’s first invoice, which must contain the information listed in D, below. The invoice must be submitted to the City Grant Manager by email.
- B. The second payment of 50% of the Grant will be disbursed after the mid-point progress meeting is completed and an updated Project Budget and Project Timeline has been provided to and approved in writing by the City Grant Manager as described in more detail in Sections 6 and 7. To receive the second payment, Recipient must submit an invoice containing the information listed in D, below, as well as copies of all agreements for services the Recipient has signed to implement the Project and any invoices received to-date from the contractor(s), and any additional information reasonably requested by the City Grant Manager to demonstrate the intended use of the Grant Funds. These documents must be submitted to the City Grant Manager by email. Recipient must track all uses of the Grant Funds, as provided in more detail in Section 12 and 13.
- C. The third payment of up to 25% of the Grant Funds, but not more than the total cost of the Project, will be disbursed after the final reporting meeting, upon completion of the Project. Recipient must submit an invoice containing the information listed in D, below, for the third payment. In addition, before receiving the third payment, for engineering analysis and design projects, Recipient must provide copies of all invoices received from the contractor(s) and a copy of any final report(s) from the contractor(s); for retrofit projects, Recipient must provide copies of all invoices received from contractors and photographs of all installed equipment. These documents must be submitted to the City Grant Manager by email. Recipient must track all uses of the Grant Funds, as provided in more detail in Sections 12 and 13.
- D. All invoices must include the following information:
 - 1. Invoice Date and Invoice Number:
 - 2. City Grant Manager: Amy Fowler
 - 3. Department Contract No.:
 - 4. Contract Title:
 - 5. Estimated Percent of Project Completion:

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

If to the City:	If to the Recipient:
Amy Fowler Amy.Fowler@seattle.gov Office of Sustainability and Environment PO Box 94729 Seattle WA 98124-4729	

- E. The Department reserves the right to withhold the second disbursement pending completion of the mid-point progress meeting and supporting documentation, including the mutually approved mid-point Project report described in Section 9 and Recipient's report of up-to-date expenditures tracked against the Project Budget.
- F. The Department reserves the right to withhold the third disbursement pending completion of the final reporting meeting and Recipient's submittal of required supporting documentation. The Department reserves the right to seek reimbursement of the first two disbursements if the Recipient does not complete the Project by the date in the Project Timeline approved by the City Grant Manager.
- G. Any funds that are disbursed but not used for eligible expenses for the approved Project must be returned to the City.

5. TERM OF AGREEMENT

This Agreement shall be effective when signed by an authorized representative of each party (the "Effective Date") and shall expire on **[insert appropriate endpoint of project: shorter for engineering design, longer for retrofits]** (the "End Date") unless extended or terminated earlier as described in this Agreement. Recipient must meet the conditions for disbursement of all Grant Funds on or before the End Date.

6. PROJECT EXTENSIONS

If the Recipient desires to extend their Project Timeline to complete the Project, they must send a written request to the City Grant Manager for written approval. The request must include the amount of Grant Funds that have not yet been spent for Project purposes, a reason for the requested extension, and the proposed plans for spending the unused amount of Grant Funds in alignment with the Project Budget and the Project Scope of Work, including the new Project end date. If the City Grant Manager approves the extension of the Project Timeline in writing, the End Date under Section 5 shall be extended to the new approved End Date.

7. PROJECT BUDGET REVISIONS AND COST OVERRUNS

The Recipient may reallocate up to 10% of the City Funds between line items or categories within the Project Budget. A reallocation over 10% of any category or line item in the Project Budget requires prior written approval from the City Grant Manager. For budget changes that would redirect more than 10% of the overall Project Budget from one expense to another, if the City Grant Manager approves the reallocation, Recipient will provide an updated Project Budget which reflects the approved change, which automatically becomes the Project Budget for purposes of this Agreement. The City's obligation to fund the Project is limited to the Grant Funds. The City shall not be responsible for any costs associated with the Project that exceed the amount of the Grant Funds.

8. USE OF FUNDS

- A. Recipient shall use the Grant Funds solely for expenses that are reasonable and necessary to carry out the Project as outlined in Exhibit A and according to the Project Budget defined in Exhibit B. ***Recipient shall not use any portion of the grant funds for the following:***
 - Purchase of land or buildings;
 - Organization's overhead costs not related to the Project;
 - Funding of any political campaign on behalf of or in opposition to any candidate for public office or lobbying efforts, to make grants to individuals, or for any gift, whether for charitable or non-charitable purpose;
 - Alcoholic beverages;
 - Gifts, prizes, incentives, or personal property; or
 - Expenses covered by another funding source.
- B. Recipient shall repay to the City any portion of the Grant Funds that are found to have been used for purposes not allowed under this Agreement.

9. PROJECT REPORTING

Recipient shall participate in three reporting meetings, to be scheduled by the City Grant Manager at mutually agreeable times:

- **Kick-off meeting:** Recipient will meet with the City Grant Manager before commencing work to review the scope of the Project, the initial Project Budget, and Project Timeline, and the proper use of Grant Funds. The Recipient's Project Manager must be present at this meeting.
- **Mid-point progress meeting:** Recipient will meet with the City Grant Manager in **[insert appropriate midpoint of project]** where Recipient will provide an update on their Project along with a report of expenditures of Grant Funds to date.
- **Final reporting meeting:** Recipient will meet with the City Grant Manager in **[insert appropriate close-out point of project]** to close out their Project and this Agreement, provide a final report of expenditures of Grant Funds which will be considered the "Final Budget Update," and provide photos, videos, and any written materials developed for the Project.

Participation in the reporting meetings is required as a condition of payment under this Agreement.

10. USE OF PROJECT AS A CASE STUDY

The Department reserves the right to engage a Consultant at the Department's expense to conduct a case study on building decarbonization at the Recipient's Building, which will be used to inform other building owners. If the City exercises that right, the Recipient will facilitate access to the Building by the City's case study Consultant as follows.

- A. The Recipient will designate a single representative who will be the point of contact for all communications with the Department and the Consultant regarding the case study.
- B. The Recipient will help to arrange for the Consultant to meet with facilities staff and/or third-party facility managers to gather information regarding building operations.
- C. The Recipient will arrange access to all areas of the Building relevant to the Project throughout the process so that the Consultant may collect information about the Building's equipment, operations, energy consumption, and greenhouse gas emissions, as needed to conduct the Building assessment. This may require one or more on-site visits, to be scheduled at mutually agreeable dates and times, and may entail installation of temporary meters or data logging equipment.
- D. The Recipient will provide the Consultant with access to its Energy Star Portfolio Manager account and other utility data as needed to assess the energy and emissions performance of the Building and tenant spaces.
- E. The Recipient will participate in development and review of a short (2-4 page) publicly available case study that may be shared by the Department on the City's website or used in presentations and other educational venues. The case study may include the following information: building type and space uses; general location (e.g. downtown); # of stories and building gross floor area; building characteristics such as insulation levels, mechanical systems, and energy sources; current and projected energy and emissions performance; description of the proposed efficiency/decarbonization measures and timing; and the estimated costs to implement those measures. Clearly identifying content (e.g., Building name, specific location, photographs, ownership, etc.) shall only be included by owner permission. The Recipient will sign off in writing when all content has been approved by them for the City's on-going use.

11. PUBLIC INFORMATION AND CITY FUNDING ACKNOWLEDGEMENT

- A. The Department may request the Recipient to provide photo images of the Building. The Department agrees that it will make use of such images for non-commercial purposes only, in connection with publicly promoting the work of the Department and to educate building owners and energy service providers. The Recipient will provide photo captions and the names of the photographers to ensure that appropriate credit is given if images are used. By submitting photo images to the Department, the Recipient grants permission for such use and represents that

the Recipient has the right to authorize the use of such images by the Office of Sustainability & Environment, including written permission for any photos that may include children under the age of 18.

- B. All materials produced by the Recipient relating to this Agreement (online or in print, including flyers, posters, signage, press releases, and acknowledgements) shall include the reference:

“This Project is funded in part by the City of Seattle’s Office of Sustainability and Environment”

and will include the City of Seattle’s Office of Sustainability and Environment logo as provided by the City. Similar text and/or graphics may be used only with the prior written permission of the City. The materials produced should be provided during the progress meeting and final reporting meeting.

- C. Recipient social media posts regarding activities related to this Agreement shall include reference to the Department’s Twitter account @SeattleOSE and/or Facebook account @SeattleOfficeofSustainabilityandEnvironment. Recipient shall not use social media posts regarding this Agreement for commercial or promotional purposes.
- D. The Recipient shall not use the logos of the City or the Office of Sustainability and Environment for any purposes other than in association with the Project, unless otherwise permitted in writing by the City.

12. RECIPIENT’S OBLIGATION TO TRACK AND DISBURSE FUNDS

- A. It is the responsibility of the Recipient to act as trustee of the Grant Funds disbursed in advance by the City and to use the Grant Funds solely to pay for Project expenses consistent with the Project Budget, including the necessary permits and the services performed by the Recipient’s employees, contractors, vendors, taxes, and other financial obligations with consideration of prevailing wage requirements (see <https://lni.wa.gov/workers-rights/wages/minimum-wage/>). The Recipient shall ensure that the Recipient’s contractors are paying their subcontractors, employees, vendors, taxes, and other financial obligations. The City shall not be responsible for any amounts claimed by the Recipient’s employees, suppliers, staff, contractors, or subcontractors.
- B. The Recipient shall inform the Department about any Grant Funds allocated to the Recipient that it anticipates will not be expended during the term of this Agreement and permit the City to reallocate the same; and it shall inform and promptly pay to the City any Grant Funds in Recipients’ possession that may be due to the City. The Recipient shall repay to the City any sums received which the Recipient does not expend for eligible purposes.
- C. The Recipient shall promptly inform the Department if alternative funding sources are committed to Recipient for any Project activities funded by this Agreement, including funding from the City other than the Grant Funds provided by this Agreement. If the Department reasonably determines that alternative funding sources will duplicate the intended use of Grant Funds under this Agreement, the Department may, at the Department’s sole discretion, (i) require Recipient to refund any portion of the Grant Funds that have been disbursed and are superfluous to the Project, or (ii) reduce the Grant Funds under this Agreement as needed to address the duplication, or (iii) apply the Grant Funds to a mutually agreed upon amended Scope of Work.

13. DOCUMENTATION OF COSTS AND FINANCIAL RECORDS REQUIREMENTS

- A. As a condition of receiving Grant Funds, Recipient shall maintain complete and accurate financial records and receipts documenting all uses of the Grant Funds. Additionally, upon written request of the City, Recipient shall permit an audit of all records relating to the use of Grant Funds. As a result, Recipient shall retain the records required under this Section for a period of six (6) years following the End Date and provide them to the City upon request. The Recipient is also responsible for the following:
- Providing a tax identification number to allow the City to send appropriate tax records to the Internal Revenue Service (IRS).
 - Maintaining payroll and financial records.
 - Ensuring compliance with IRS requirements applicable to the Project and the award funds.
 - Providing the IRS with appropriate and timely information regarding employee and/or consultant earnings and complying with all applicable and required federal, state, and local tax and employment-related withholdings, payments, and reporting.

- B. The Recipient must provide the City with final project accounting that shows to the City's satisfaction that no funds provided under this Agreement were spent on expenses (including without limitation, expenses associated with the purchase of property, goods and services, as well as in-kind benefits provided by the Recipient) paid for by another funding source. The City may in the City's sole discretion require Recipient to refund or redeploy to approved purposes via an amended Scope of Work any funds the City determines were not spent on unique approved activities under this Agreement.
- C. If it is determined that any funds provided under this Agreement were misappropriated or not used in compliance with this Agreement, the Recipient shall reimburse the City within 30 days upon written demand from the City.

14. PERMIT REQUIREMENTS AND PREVAILING WAGES

- A. The Recipient shall obtain required building permits before proceeding with any construction activity required on the Property necessary to fulfill Project requirements.
- B. If the Grant Funds are used for construction, the Recipient shall comply with, and require its contractors to comply with, Washington State's Prevailing Wage Statute at RCW Chapter 39.12 with respect to all non-volunteer labor carrying out construction. The Recipient shall pay or cause its contractors to pay the prevailing wage rates for King County in effect on the Effective Date for demolition, construction, and any other prevailed wage labor activities. The prevailing rates are available at <https://secure.lni.wa.gov/wagelookup/> or a hard copy will be provided by the City at the Recipient's request.

15. GENERAL RESPONSIBILITIES OF RECIPIENT

The Recipient is responsible for the performance of the work and the long-term maintenance of the Project. The Recipient is responsible for performing all activities set out in the Project description in Exhibit A.

16. INSURANCE

Capitalized terms used in this Section and not defined in this Agreement shall be construed in accordance with customary usage in the insurance industry as of the date of this Agreement, unless the context clearly requires otherwise. Commencing at the execution of this Agreement, Recipient shall maintain in full force and effect so long as this Agreement shall be in effect at Recipient's sole cost and expense, and Recipient's contractor and subcontractors of all tiers shall maintain in full force and effect during the period of construction, minimum types of insurance coverages with such minimum limits of liability and meeting such general conditions as are set forth below. The insurance policies are subject to approval by City in its sole discretion as to amount, policy form, endorsements, deductibles and insurer and must cover all risks City requires; provided, however, that Recipient shall be deemed to meet the insurance requirements if Recipient maintains at least the coverage specified below. The specific minimum coverages, limits, general conditions, standards and forms set forth in this Section establish the requirements that shall apply unless the City shall, by notice in writing, approve or require different or additional coverages, limits, general conditions, standards or forms.

A. Coverages Required of Recipient

- (1) Permanent Property Insurance. Recipient shall maintain at all times Permanent Property insurance on all buildings, improvements, and fixtures on an "All Risk" basis in an amount at least equal to the current 100% replacement cost thereof, as established no less frequently than annually, that covers:
 - a. Loss from the perils of fire and other risks of direct physical loss (including earthquake if required in writing by the City and flood damage if the Building is in a flood hazard area) not less broad than provided by the insurance industry standard Causes of Loss - Special Form CP 10 30;
 - b. Loss or damage from water damage, or sprinkler systems now or hereafter installed in any building on the premises;
 - c. Loss or damage by abrupt and accidental breakdown, electrical injury and explosion of a steam boiler, steam piping or steam engine of steam boilers, pressure vessels, oil, or gasoline storage

tanks; machinery, heating or air conditioning, elevator and escalator equipment or similar apparatus, in each case if the Building contains equipment of such nature.

- (2) Commercial General Liability (CGL) Insurance. Recipient shall maintain at all times CGL insurance, written on an Insurance Services Office (ISO) occurrence form CG 00 01 or equivalent, including Premises/Operations; Products/Completed Operations; Personal/Advertising Injury; Contractual Liability; and, Stop Gap/Employers Liability. The minimum limits of liability shall be not less than \$1,000,000 CSL and \$2,000,000 General and Products/Completed Operations Aggregate.
 - (3) Automobile Liability Insurance. Recipient shall maintain at all times automobile liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits of liability of \$1,000,000 CSL.
 - (4) Worker's Compensation. Recipient shall maintain at all times worker's compensation insurance for Washington State as required by Title 51 RCW.
- B. The City should be included as additionally insured on all construction insurance required by other funders during the construction period.
 - C. The City reserves the right to adjust insurance requirements during the duration of the Agreement's term.
 - D. Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle. Such insurance shall include "The City of Seattle" as an additional insured as their interest may appear under this Agreement on primary and non-contributory basis. Upon receipt of notice from its insurer(s), the Recipient shall provide the City with thirty (30) days prior written notice of cancellation of any required coverage.

17. RISK MANAGEMENT

It is the responsibility of the Recipient to ensure that the Project is managed in a manner that ensures the safety of those working on the Project and the general public.

18. INDEMNIFICATION

The Recipient hereby releases and shall defend, indemnify, and hold the City and its employees, consultants, contractors, and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Project (i) to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Recipient, its servants, agents, employees, tenants, contractors, and volunteers or (ii) in any way resulting from the release of any hazardous substance or material into the environment by Recipient, its servants, agents, employees, tenants, contractors, or volunteers. In furtherance of these obligations, and only with respect to the City, its employees, consultants, and agents, the Recipient waives any immunity they may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws, to the extent necessary to fulfill the defense and indemnification obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee or volunteer of the Recipient. The Recipient acknowledges that this Section 18 was mutually agreed upon as a condition of the City's willingness to disburse the Grant Funds. The obligations in this Section shall survive any termination or expiration of this Agreement.

19. SUBCONTRACTING

- A. This Agreement is personal to each of the parties, and no party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the consent of the other parties. In the event of any approved assignment, the City shall continue to hold the Recipient responsible for proper performance of obligations under this Agreement. Recipient may subcontract for elements of the Project consistent with the Project Budget and Scope of Work. All provisions of this Agreement shall apply to all subcontracts entered

into by the Recipient to the extent applicable to the subcontracted work. The Recipient shall inform the Department of all subcontracts.

- B. The Recipient shall use good faith efforts to promote and seek inclusion of woman and minority business enterprises (WMBEs) for subcontracting under this Agreement. A WMBE 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 efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subcontractor diversity.

20. COMPLIANCE WITH LAW

The Recipient shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, Puget Sound Clean Air Agency, King County, and The City of Seattle. The Recipient shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement. The City Funds provided for the Project under this Agreement shall not excuse or be deemed to satisfy Recipient's obligation to comply with the BEPS Legislation.

21. PROPRIETARY AND CONFIDENTIAL INFORMATION

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received by or created for 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, reports, and documents submitted to the City under this Agreement.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless the Public Records Act 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).

If the City receives a request for any records relating to this Agreement, the City may, in its discretion, redact any information that is subject to exemptions allowed by law. However, the City will not assert an exemption from disclosure on Recipient's behalf. If Recipient believes that any records it provides to the City under this Agreement are exempt from disclosure, the Recipient may clearly label the record as 'proprietary/confidential' at the time the record is submitted to the City. If the City receives a request for any record identified by Recipient(s) as proprietary/confidential, the City will provide Recipient notice and will delay disclosure to allow Recipient to seek an injunction under RCW 42.56.540 to prevent disclosure. Recipient acknowledges that the City will not seek an exemption on their behalf and the City will have no obligation or liability to Recipient if the records are disclosed.

22. NONDISCRIMINATION

Recipient 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. The Recipient shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to 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. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. Recipient will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive,

indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. The City may require the removal of any employee or subcontractor of Recipient for discriminatory misconduct as stated. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

23. AMERICANS WITH DISABILITIES ACT

- A. The Recipient acknowledges that the Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq., as amended (ADA), provides that programs, services, and other activities provided by a public entity to the public, whether directly or through a third party, must be accessible to individuals with disabilities. Without limiting the general obligation under Section 500, the Recipient shall comply with all applicable provisions of the ADA in performing its obligations under this Agreement. In particular, the Recipient shall not deny participation or the benefits of Project services, programs, or activities to people with disabilities on the basis of such disability; and further shall carry out its activities in a manner that complies with applicable provisions of the ADA and any and all other applicable federal, state and local disability laws and regulations at all times and at no additional cost to the City including but not limited to the ADA, Section 504 of the Rehabilitation Act of 1973, (29 U.S.C § 701 et seq.); and the Washington Law Against Discrimination, (Wash. Rev. Code Ann. § 49.60). As applicable, Recipient must:
1. Provide advance notification of public meetings regarding the project with the statement, "For accommodations or accessibility information, contact [name | phone | email] or visit [URL].";
 2. Hold public meetings in accessible locations;
 3. Provide alternate forms of communication if requested;
 4. Make programs or services provided to the public accessible; and
 5. Increase general awareness of and sensitivity to people with disabilities.
- B. If the Grant Funds will be used for design of a Project, the final Project design shall comply with all applicable laws, building codes, and regulatory requirements, including but not limited to the requirements of the ADA and its regulations, standards, and guidelines. In cases where Title II and III of the ADA differ, the design shall comply with the provision that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the 2010 ADA Standards for Accessible Design and building codes and other regulations differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. Any design of a Project that will be sited on City-owned or City-leased property must comply with the City's Built Environment policy and upon request of the Department, the design shall be subject to City's review and approval.

24. INVOLVEMENT OF FORMER CITY EMPLOYEES

The Recipient agrees to promptly inform the City of any former City officer or employee who terminated City office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the paid work under this Agreement upon Recipient becoming aware of the person's status as a former City officer or employee. The Recipient further agrees that no paid work under this Agreement will be done by a former City officer or employee who terminated City office or employment in the last twelve (12) months and who, in the course of official City duties, was involved in, participated in or acted on any matter related to this Agreement.

25. FUTURE SUPPORT

The City makes no commitment of future support and assumes no obligations for future support or maintenance of the Project except as stated in this Agreement.

26. RESERVATION OF RIGHTS

Neither payment by the City nor performance by the Recipient shall be interpreted as a waiver of either party's right or remedies against the other.

27. SEVERABILITY

If any sections of this Agreement are held invalid, the remainder of this Agreement shall continue in effect so long as the remainder will serve the purposes and objectives of the Project and the parties.

28. DEBARMENT

Under Chapter 20.70 of the Seattle Municipal Code (SMC), as amended from time to time, the Director of Finance and Administrative Services or designee may debar and prevent an organization or individual from contracting or subcontracting with the City under certain circumstances defined under SMC 20.70, which include:

- 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, 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; or
- H. Failed to cooperate in a City debarment investigation

The Director or designee may issue an Order of Debarment under the SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

29. TERMINATION BY THE CITY

The City may terminate this Agreement in the event that the Recipient fails to perform its obligations as described in this Agreement or violates any provision of this Agreement and does not correct the failure or violation within 30 days of the City's written notice. Additionally, the City may terminate this Agreement if the City determines that such termination is in the best interests of the public, including in the event of any loss of funding. Notice of termination shall be given by the City no fewer than ten (10) business days prior to the effective date of the termination. In the event the City terminates this Agreement for Recipient violation of or failure to perform the Agreement, the City may require the Recipient to return all the property purchased with City funds and/or re-pay the City any misused City funds and return any funds the City disbursed that remain unspent. Termination for cause may result in the Recipient being ineligible to receive future City grants.

30. TERMINATION BY THE RECIPIENT

This Agreement may be terminated by the Recipient upon fifteen (15) days written notice if the City materially breaches its obligations under the Agreement through no fault of the Recipient and the City has failed to correct the breach within 30 days of written notice from Recipient.

31. GOVERNING LAW

This Agreement shall be interpreted and governed by the law of the State of Washington. Jurisdiction and venue for any lawsuit relating to this Agreement shall be with Superior Court for King County Washington.

32. PROJECT CONTACTS AND NOTICE ADDRESSES

All notices required under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City:	If to the Recipient:
Amy Fowler Amy.Fowler@seattle.gov Office of Sustainability and Environment PO Box 94729 Seattle WA 98124-4729	

IN WITNESS WHEREOF, THE CITY AND THE RECIPIENT HAVE EXECUTED THIS AGREEMENT.

RECIPIENT

By _____
Signature Date

Type or Print Name

Title

THE CITY OF SEATTLE

By _____
Signature Date

Type or Print Name

Title

City of Seattle Business License Number: ____
Washington State Unified Business Identifier Number (UBI): ____