



## City of Seattle Information Technology Department

With

Literacy Source

### **CONSULTANT AGREEMENT**

Title: Digital Equity Learning Network (DELN) of Seattle & King County

**AGREEMENT NUMBER: G-1151702-21**

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Department of Information Technology as represented by the Chief Technology Officer; and Literacy Source (“Vendor”), a corporation of the State of Washington and authorized to do business in the State of Washington.

The purpose of this contract is to provide the City of Seattle with Digital Equity Learning Network (DELN) of Seattle & King County Vendor was chosen as a result of Direct Selection. Consultant was chosen as a result of direct selection. Direct selection agreements may not exceed \$55,000.

In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Vendor mutually agree as follows:

#### **1. TERM OF AGREEMENT.**

The term of this Agreement begins when fully executed by all parties and ends on 12/1/2022 unless amended by written agreement or terminated earlier under termination provisions.

#### **2. TIME OF BEGINNING AND COMPLETION.**

The Vendor shall begin the work outlined in Attachment A - “Scope of Work” (“Work”) upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Vendor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Vendor’s control.

#### **3. SCOPE OF WORK.**

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Attachment A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Vendor 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 or Vendor’s progress.

#### **4. 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

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.

#### **5. INTERLOCAL COOPERATION ACT.**

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Vendor may accept or decline such Work. If the Vendor accepts work from another public agency using the City of Seattle Agreement as the authority, the Vendor shall offer the same prices, terms and conditions. The City of Seattle accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

#### **6. PAYMENT AND REIMBURSEMENT.**

The Vendor shall be compensated in accordance with SOW Attachment A not to exceed \$14,000.00. The parties agree that the rate includes all direct, indirect, and overhead costs, including travel and living expenses, incurred by the Vendor in performance of the Services. Vendor agrees that there is no guarantee of a minimum amount of work or payment under this Agreement.

##### **6.1 PAYMENT PROCEDURES.**

Payment will be made within 30 days of acceptance of the deliverable(s) by the City's Project Manager and receipt of a correct invoice.

The Vendor shall include the Agreement number on invoices and submit them to:

Department of Information Technology  
Accounts Payable Unit  
PO Box 94709  
Seattle, WA 98124-4709  
Attn: AP Section  
[itd\\_ap@seattle.gov](mailto:itd_ap@seattle.gov)

**Invoices must clearly display the following** (sub-consultants' invoices must also include this information):

- Invoice Date and Invoice Number
- City Project Manager Name: David Keyes  
(Please do not put PM's name in the address)
- Department Contract No. G-1151702-21
- Contract Title: Digital Equity Learning Network (DELN) of Seattle & King County
- 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
- Cumulative costs per task and for the total project

## 6.2 OMIT

## 6.3 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 Vendor

- A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the Vendor 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 the Vendor in writing, outlining the disputed items, the amount withheld and actions the Vendor must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Vendor may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. Interest Payment: The City will agree to pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice, on undisputed invoice amounts.
- D. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

### Prompt Payment to Subcontractors

- A. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subcontractor within thirty (30) calendar days of receipt by the Vendor. The Vendor may establish a monthly cut-off date of (*to be established by Prime*) that subcontractors must submit an invoice in order to assure 30-day payment.

- B. Disputed Items: The Vendor may withhold payment for disputed items. The Vendor 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 can request partial payment for the approved amounts, or that the Vendor delay their entire payment until a revised invoice is submitted to and accepted by the Vendor. The Vendor shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. Interest Payment: The Vendor will agree to pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice, on undisputed invoice amounts.
- D. Flow-Down Clauses: The Vendor shall require this provision in each subcontract of any tier.

#### **6.4 SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS.**

The Vendor shall report payments made to each Subcontractor through B2GNow at:

<https://seattleconsulting.diversitycompliance.com>

- 1) The Vendor shall report the first Subcontractor payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Vendor, unless otherwise specified by the department.
- 2) Subsequent monthly Subcontractor payment reports shall be submitted by the 15th day of every month thereafter.
- 3) The last Subcontractor payment report shall be marked as "Final" in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.
- 4) The Vendor shall require each Subcontractor to verify each payment through B2GNow.
- 5) The Vendor is responsible for ensuring that all Subcontractors working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.
- 6) The Vendor shall require each Subcontractor to register on the City's Online Business Directory prior to completing the first online report.  
<https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx>.
- 7) The Vendor shall also require its Subcontractors to report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
- 8) The City reserves the right to withhold payments from the Vendor for non-compliance with this section.

The Vendor may contact City Purchasing and Contracting Services (CPCS), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

#### **7. TAXES, FEES AND LICENSES.**

- A. Vendor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Vendor'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, Vendor shall pay and maintain in current status all taxes necessary for performance. Vendor shall not charge the City for federal excise taxes. The City will furnish Vendor 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.

**8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all notices and deliverable materials under this Agreement to:

| If to the City:   | If to the Vendor:   |
|---|---|
| David Keyes<br>David.keyes@seattle.gov<br>DEPARTMENT<br>PO Box 94709<br>Seattle WA 98124-4709 | Shira Rosen<br>Literacy Source<br><a href="mailto:shirar@literacysource.org">shirar@literacysource.org</a><br>3200 NE 125 <sup>th</sup> St<br>Seattle, WA 98125 |

**9. EQUAL BENEFITS.**

This provision applies to all contracts valued at \$54,000 or above, including amendments. The Vendor shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Vendor to provide the same or equivalent benefits (“equal benefits”) to domestic partners of employees as the Vendor provides to spouses of employees. At the City’s request, the Vendor shall provide information and verification of the Vendor’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.

**10. SOCIAL EQUITY REQUIREMENTS.**

A. Non-discrimination: The Vendor 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 Vendor 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 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.

B. WMBE Inclusion: The Vendor shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. 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.

C. Paid Sick Time and Safe Time Ordinance: The Vendor shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-5 | Page

D. Other Labor Standards Requirements: The Vendor shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC

14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.

## **11. PROTECTION OF PROPERTY**

Vendor is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Vendor releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by Vendor in performing the services required hereunder.

## **12. INDEMNIFICATION.**

To the extent permitted by law, the Vendor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or any other acts or omissions by the Vendor, or the Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Vendor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

## **13. INSURANCE.**

Insurance certification and additional insured endorsement policy must be submitted to the City. See attached "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

## **14. AUDIT.**

Upon request, the Vendor 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 the Vendor, 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 Agency, 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 Agency selects. The Vendor shall supply or permit the Agency to copy such books and records. The Vendor shall ensure that inspection, audit and copying rights of the Agency 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 VENDOR.**

- A. The Vendor is an independent Vendor. This Agreement does not intend the Vendor to act as a City employee. The City has neither direct nor immediate control over the Vendor or the right to control the manner or means by which the Vendor works. Neither the Vendor nor any Vendor employee shall be an employee of the City. This Agreement prohibits the Vendor to act as an agent or legal representative of the City. The Vendor 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. The Vendor shall pay all income and other taxes as due. The Vendor may perform work for other parties; the City is not the exclusive user of the services that the Vendor provides.
- B. In normal situations, the City will not provide the Vendor with basic work equipment, such as a laptop or tablet. On the rare occasion that the City needs the Vendor to work with City equipment, the City

may provide the necessary equipment. Such equipment is exclusively for the Work and not to be used for any other purpose.

- C. If the Vendor works on the City premises using City equipment, the Vendor remains an independent Vendor and does not as a City employee. The Vendor 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, the Vendor

will be required to work from its own office space or in the field. The City may negotiate a reduction in Vendor fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **16. KEY PERSONS.**

The Vendor 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 the Vendor's employment, the Vendor 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 the Vendor from its obligations under this Agreement.

#### **17. ASSIGNMENT AND SUBCONTRACTING.**

The Vendor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Vendor shall incorporate by reference this Agreement, except as otherwise provided. The Vendor 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 the Vendor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **18. CITY ETHICS CODE (SMC 4.16.010 TO .105).**

- A. The Vendor shall promptly notify the City in writing of any person expected to be a Vendor Worker (including any Vendor employee, subcontractor, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Vendor shall ensure compliance with the City Ethics Code by any Vendor Worker when the Work or matter related to the Work is performed by a Vendor Worker who has been a City officer or employee within the past two years.
- C. The Vendor shall provide written notice to the City of any Vendor 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 the Vendor and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Vendor shall advise their Vendor Workers.
- D. The Vendor 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 the Vendor. Promotional items worth less than \$25 may be distributed by the Vendor to City employees if the Vendor 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.
- E. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please contact Polly Grow at [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov) for more information about the measure, or call the Ethics Director with questions at 206-615-1248.

#### **19. NO CONFLICT OF INTEREST.**

Vendor confirms that the Vendor or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Vendor selection, negotiation, drafting,

signing, administration or evaluation of the Vendor's work. As used in this Section, the term Vendor includes any worker of the Vendor 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.



## **20. ERRORS AND OMISSIONS, CORRECTIONS.**

Vendor 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 the Vendor under this Agreement. Vendor, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Vendor services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **21. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The City shall own the copyright to all materials and documents prepared by the Vendor for the Work, whether or not the Work is completed, and the Vendor hereby transfers to the City any and all copyright or other intellectual property rights it may have in the Work. This transfer to the City does not include any preexisting material that the Vendor owns. Nothing in this section limits Vendor's obligation to make records promptly available to the City in the event that the City determines it needs them in order to respond to a public records request.
- B. Patents: The Vendor 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, the Vendor does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Vendor created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Vendor has identified in writing such material as pre-existing prior to commencement of the Work. If pre existing materials are incorporated in the work, the Vendor 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 such documents for its information and reference with their use on the project. The Vendor 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.

## **22. PUBLIC RECORDS ACT COMPLIANCE AND PROCEDURES.**

As a public agency, the City is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). Under the Act, all materials prepared, owned, used, or retained by the City or a functional equivalent of a City employee are considered public records. The Act requires that public records be promptly produced by the City unless the Act or an "other statute" exempts such records from production.

To the extent that Vendor possesses records that the City determines it needs in order to respond to a request under the Act, Vendor agrees to cooperate fully with the City in identifying and assembling such records and to make them promptly available to the City upon request.

Pursuant to Chapter 40.14 RCW, Vendor shall retain all records associated with this Agreement in accordance with the applicable retention schedule.

If the City receives a public disclosure request for any records that Vendor has properly designated on the Prior Notice Request Form submitted with Vendor's bid or proposal, the City may, but is not obligated to, offer the requestor a copy of the requested records with Vendor's requested redactions. In all other cases—or if the requestor rejects Vendor's requested redactions—the City will notify Vendor in writing of the request and will postpone disclosure of unredacted records. While not required under the Act, the City will then allow the Vendor up to ten business days to obtain and serve the City with a court injunction pursuant to RCW 42.56.540 to prevent the City from releasing the designated records in unredacted form. If Vendor fails to obtain and serve an injunction before the close of business on the tenth day after the



Vendor's behalf. Vendor acknowledges that the City will have no liability to Vendor if any records associated with this Agreement are disclosed.

### **23. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Vendor's performance, shall first be through negotiations, if possible, between the Vendor's Project Manager and the City's Project Manager. It shall be referred to the Director and the Vendor'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 the contract. 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 the Vendor to correct such work prior to the City payment. The City will provide to the Vendor an 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 Vendor 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.

### **24. TERMINATION.**

- A. For Cause: The City may terminate the Agreement if the Vendor 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 the Vendor'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 the City's convenience, upon written notice to the Vendor.
- 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: if termination occurs not the fault of the Vendor, the Vendor shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Vendor agrees this payment shall fully and adequately compensate the Vendor 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.
- F. Upon termination, the Vendor shall provide the City with the most current design documents, contract documents, writings and other products the Vendor 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.

### **25. VENDOR PERFORMANCE EVALUATION.**

The Vendor's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc>.

### **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 Vendor from contracting or subcontractor with the City for up to five years after determining the Vendor: 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. DATA USE.**

“**Personal Information**” shall mean any information that (a) identifies an individual or that may be used to track, locate or identify an individual (for example, an individual’s name, address, telephone number, email address, date of birth, Social Security number, or financial account number or credit card number) or (b) is related to an identified or identifiable individual (for example, credit card transaction of an identified or identifiable individual). Personal Information shall include, without limitation, the following:

- First and last name including full name, any current or former names/monikers, name and initials in any combination
- Address, household information
- Nationality, racial or ethnic origin
- Telephone number (home telephone number, personal cellular, mobile or wireless number) • E-mail address
- Mother’s maiden name
- Date of birth, age
- Sex and/or Gender, marital status. sexual behavior or sexual preference, religious, philosophical or political beliefs
- Trade union membership
  - Government identification number (including, Social Security Number (including truncated SSN’s), Passport number, driver’s license number, or state identification number)
- Financial or credit/debit card information, billing information, account information, consumer purchase or billing history
- Username and password or security question and answer
- Information on medical or health conditions. Unique biometric information and physical appearance (including scars, marks and tattoos)

- Geolocation information, including such information generated from an electronic communications device
- Machine identifiers (e.g., IP/MAC addresses)
- Customer services/account/consumption information
- Criminal justice and court information
- Student information (School record or other educational information)
- Minor, youth information

“City Data” shall mean all information collected by or on behalf of the City, and maintained by Vendor.

The Vendor may use, transmit, distribute, modify, reproduce, display, and store the City Data solely for the purposes of (i) providing the Services as contemplated in this Agreement, and (ii) enforcing its rights under the Agreement. The Vendor shall not use City Data / Personal Information to engage – or enable another party to engage - in marketing or targeted advertising.

## **28. ACCEPTANCE.**

All Deliverables provided by Vendor to City must be accepted by the City. Any notice of non-acceptance by City will contain in reasonable detail how the Deliverables did not conform to the Statement of Work. Upon receipt of notice, Vendor shall correct any deficiencies in the Deliverables so that they conform to the Statement of Work.

## **29. PUBLICITY.**

No news release, advertisement, promotional material, tour, or demonstration related to the City’s purchase or use of the Vendor’s product or any work performed pursuant to this Agreement shall be produced, distributed or take place without the prior, specific approval of the City’s Project Manager or his/her designee.

## **30. 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 may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city/purchasing-and-contracting/social-equity/background-checks>.
- C. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Vendors shall notify the Project Manager immediately.  
Such requests include, but are not limited to:
  - a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
  - b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Vendor shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Vendor on how to proceed.

- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- E. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals

with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- F. Federal and State Compliance: The Vendor, at no expense to the City, 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. Without limiting the generality of this paragraph, the Vendor shall comply with the requirements of this Section.
- G. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- H. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- I. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- J. 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.
- K. 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 the Vendor after the time the same shall have become due nor payment to the Vendor 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.
- L. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Vendor. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Vendors Proposal, and Vendors WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Vendor's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- M. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had 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.
- N. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

Digital Equity Learning Network (DELN) of Seattle &  
King County  
Agreement No. G-1151702-21

Revised March 2018

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.

**LITERACY SOURCE CITY OF SEATTLE**

10/25/2021  
Tracye

Cantrell 10/25/2021

By \_\_\_\_\_ By \_\_\_\_\_

Tracye Cantrell (Oct 25, 2021 09:46 PDT)

Signature Date Signature Date Shira Rosen

NAME Tracye Cantrell

Co-Executive Director

TITLE Executive Advisor – Information Technology  
Department

Digital Equity Learning Network (DELN) of Seattle &  
King County  
Agreement No. G-1151702-21  
Seattle IT Agreement # G-1151702-21  
Attachment A

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Revised March 2018

Digital Equity Learning Network (DELN) of Seattle & King County

Background:

The Digital Equity Learning Network (DELN) of Seattle and King County is a collaboration of community based organizations, public and private institutions and individuals invested in digital equity in our

region. We are champions for BIPOC, disabled, elders, youth, LGBTQ+ and all residents who deserve all that technology opportunities could offer to empower and enable them. DELN members are practitioners, researchers, policy makers, investors and more. The digital equity coalition builds community capacity and collective impact in our work to ensure all residents and neighborhoods, especially those who are historically underserved or underrepresented, have the information technology capacity needed for civic and cultural participation, employment, lifelong learning, and access to essential services. The DELN extends and supports other efforts at the regional, state and national level.

The DELN hosts regular networking sessions bringing together 30+ organizations to share information, resources, and trends, with the focus of increasing staff and volunteer expertise, and informing digital equity investments and policy. The City of Seattle has served as the backbone of this effort, working in partnership with digital equity leaders including the University of Washington iSchool, Seattle Goodwill, Literacy Source, public libraries, and Computing for All. The DELN began in 2018 and since April 2020, the DELN has held eight bi-monthly sessions, hosted in turn by each of the above organizations.

### **Scope of Work.**

This Scope of Work is intended to increase outreach and participation, develop a more formalized structure, build continuity, and move the DELN to the next stage of its development.

- Networking sessions (meetings):
  - Host and/or coordinate networking meetings, at least every other month. (7 meetings through November 2022)
  - Provide for a collaborative meeting structure that allows for speakers, networking, and information sharing
- Outreach
  - Distribute announcements of upcoming meetings and registration
- Networking Sessions Planning:
  - Coordinate a DELN steering committee to develop meeting and coalition activity.
  - Develop a schedule of topics and speakers for networking sessions
  - Identify partner organizations to host or highlight at networking session
  - Post announcements to the Blog (<https://delnofskc.wordpress.com>) and the Google group of upcoming sessions and topics
  - Work with the committee and members on social media and/or other additional outreach

Seattle IT Agreement # G-1151702-21

Attachment A

- Post session:
  - Post meeting recording with topics list, notes, resources to the DELN of SKC WordPress blog site
  - Follow up on comments, questions and opportunities that arise from the networking session
  - Communicate with the Google group the meeting recording has been posted
- Membership management and administration
  - Maintain the member email listserv (currently a Google group) and assist new members joining.
  - Maintain a member directory, posting list of participating members or organizations on the DELN site (with permission of members).
  - Encourage members' posting to listserv of digital equity resources and news.

- Leadership development & representation
  - Recruit, orientation and support new members to the steering committee, with a focus on ensuring BIPOC diversity and smaller organization participation. Recruit up to 10 people total for the steering committee.
  - Participate in the National Digital Inclusion Alliance (NDIA) or related WA State digital equity coalition training and sharing of best practices to further develop and increase the impact of the DELN.
  - Work with steering committee on planning to strengthen the sustainability and impact of the DELN.
  - Represent the DELN or coordinate representation for outreach, education or advocacy events.

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Attachment A

**Invoicing and reporting:**

Invoices shall be submitted mid-project (April 30<sup>th</sup>, 2022) and at end of project (November 30, 2022) or as adjusted with the Project Manager. Each invoice shall include a summary of accomplishments and participation to date, including number and diversity of participants and different organizations, resources shared, descriptions of topics covered, and any results and next steps planned.

| • Deliverable  | Expected Completion Date  |
|--|---|
| Plan, promote and convene at least 7 meetings of the Digital Equity Learning Network (DELN).<br><br>Expected meeting months:<br>November, January, March<br>May, July, September, November | Completion of 3 meetings: March 31, 2022<br><br>Completion of 4 meetings: November 30, 2022 |
| Recruit up to 10 people for the Steering Committee, ensuring and supporting BIPOC and lower capacity organization participation.   | Initial recruitment: December 31, 2021<br><br>Ongoing support: November 30, 2022            |
| Plan and conduct at least 11 Steering Committee meetings.  | Completion of 6 meetings: March 31, 2022<br><br>Completion of 6 meetings: November 30, 2022 |
| Maintain the member/participant contact database, listserv and web site content for the DELN   | November 30, 2022   |

**Budget**

|  |             |
|--|-------------|
| Personnel and technology platforms for meeting planning, facilitation, and communications with DELN participants and speakers. | \$10,000.00 |
| Stipend for BIPOC and lower capacity organization participation  | \$4,000.00  |



Total Budget: \$14,000