



Seattle Information Technology

**City of Seattle
Information Technology
And
Villa Comunitaria**

Agreement # G-1151212-21

Project #IT06CLFRT21ADA

For

**Technology Matching Fund
Project: Aula Digital en Accion - ADA**

This Agreement is made by and between The City of Seattle ("City"), acting through Seattle Information Technology, and Villa Comunitaria, the "Organization."

1. Technology Matching Fund Program and Project Description

The Technology Matching Fund Program was established by City of Seattle Resolutions 29673 and 31919. Consistent with the eligibility criteria in the Resolutions, the City has accepted the Organization's offer to perform the Project that meets the City's computer and technology literacy goals.

The City shall grant funds to the Organization in exchange for mutual and offsetting benefits. The Organization shall perform the work under this Agreement and arrange for reimbursement. The Organization shall provide periodic reports to the City and fulfill other responsibilities as provided by this Agreement.

Project Scope: Aula Digital en Accion will offer basic and intermediate digital literacy classes and workshops for the Latinx community and empower 25 non-English speaking residents, leading to increased results in obtaining employment, citizenship and accessing online information and resources. All classes and workshops will be held virtually, and funding will support laptop ownership and connectivity in conjunction with digital skills training and support.

The Project Scope may only be changed with the prior written approval by the City's Project

Manager. **2. Project Start and Completion Dates**

Project Start Date: Within 10 days after the date of Agreement execution.

Project Completion Date and Final Claim Due Date: On or before November 1, 2022.

The Project Start and Completion Dates may only be changed with the prior written approval by the City's Project Manager.

3. Project Location

The Project shall be located at 8201 10th Ave S, Seattle, WA 98108. This location may be changed only by written approval by the City's Project Manager.

4. City Funds: Project Budget for City Funds and Maximum Allowable Expenditures

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The City shall reimburse the Organization for allowable expenditures in an amount not to exceed \$25,000. Allowable expenditures are:

City Funds: Project Budget	
Category	Maximum Allowable Expenditures
Infrastructure	
Hardware for project sites	
Hardware for participants	\$0
Software or online services	\$1150
Internet	\$0
Personnel	
Staff	\$17024
Professional services	2500
Volunteer	
Interns	
Other	
Supplies	\$400
Peripherals	4600
Fiscal agency fees	
Printing	\$800
Food	\$960
Other	\$1566
TOTAL ALLOWABLE EXPENDITURES	\$25000

5. Minimum Community Match Commitments: Generation and Expenditures

The Organization shall ensure that the Community Match is fulfilled and generated prior to the Project Completion Date. Community Match may be accrued from the date the Organization is notified of receiving a funding recommendation to the Project Completion Date. The Organization has committed to provide the Community Match value of \$12,500. Failure to generate the minimum Community Match may be cause for the City to withhold payment of invoices against this Agreement or to terminate this Agreement. The

Community Match must be fulfilled and expended according to the following commitments:

Community Match Commitments	
Category	Match Commitments
Infrastructure	
Hardware for project sites	
Hardware for participants	
Software or online services	
Internet	
Personnel	
Staff	
Professional services	\$3000
Volunteer	\$8250
Interns	
Other	
Supplies	

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Peripherals	
Fiscal agency fees	
Printing	
Food	
Other	\$1250
TOTAL MINIMUM MATCH COMMITMENT	\$12500

6. Reallocation of City Funds or Community Match Commitments

A. The Organization may reallocate up to 10% of the City Funds to other line items or categories within the Project Budget. A reallocation over 10% of the Project Budget requires prior written approval from the City's Project Manager.

B. The Organization may reallocate up to 50% of the Community Match Commitments to other line

items or categories within the Community Match Commitments. A reallocation over 50% of the Community Match Commitments requires prior written approval from the City's Project Manager.

- C. The City will not be responsible for expenditures exceeding the total allowable expenditures pursuant to Section 4 of this Agreement.

7. Public Information & City Funding Acknowledgement

- A. Materials produced under 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 Seattle Information Technology" and will include the City logo as provided by the Project Manager. Similar text and/or graphics may be used with the permission of the City's Project Manager. These materials should be provided or linked to in the project Claims submitted to the City.

- B. Promotion of activities produced under this Agreement using social media shall include reference to the City of Seattle Twitter account @SeattleITDept and/or Facebook account @SeattleITDept.

8. City Fund Advancements and Reimbursements

- A. Advancements: At the City's option, the City may advance City Funds to the Organization in an amount not to exceed 80% of the Project Budget for Equipment. Equipment obtained with an Advancement must be purchased within 60 days of the warrant issuance date of the Advancement. The invoice claim together with the receipts for the Equipment must be submitted to the city's Project Manager within 90 days of the warrant issuance date of the Advancement.

- B. Reimbursements: Except for advancements authorized by Section 8.A, the City shall reimburse the Organization only after a) expenditures have been made, b) the mutual and offsetting benefits have been provided, and c) the City's Project Manager has received, verified and approved a properly completed Invoice Claim with documentation of expenses. Reimbursements for a properly completed Invoice Claim will be within 30 days after receipt of the Invoice Claim by the City's Project Manager.

9. Invoice Claim

To seek reimbursement, the Organization shall submit to the City's Project Manager a properly completed Invoice Claim using the City's on-line grant management system (GMS), currently Webgrants <http://webgrants.seattle.gov>. Invoice Claims must be submitted according to the schedule mutually agreed upon by the Organization and the City's Project Manager and posted on the GMS.

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City Funds and Community Match Contributions must be expended on or before the Project Completion date.

10. Reporting Requirements

The Organization will be expected to submit periodic progress reports during the timeframe of this Agreement, as well as a final report at the completion of the project. Reporting will be submitted as part of the Invoice Claim process and may include such information as the progress of project deliverables, numbers of people served, photos and promotional materials, and aggregated demographic information. Specific reporting requirements will be reviewed and mutually agreed upon by the Organization and the City's Project Manager.

All Organization data/reports shall be provided to the City in anonymized form and shall not include any personally identifiable information that would identify an individual end user. The City will not re-identify the Organization to an individual end user. Payroll and volunteer reports are an exception, as individual names may be required in the documentation provided.

Information provided to the City is considered a public record and may be subject to public disclosure. For more information see the Public Records Act, [RCW Chapter 42.56](#).

11. Recipient's Obligation to Disburse Funds

It is the responsibility of the Recipient to act as trustee of the funds disbursed by the City and to pay the services performed by the Recipient's employees, contractors, and vendors and to ensure that the Recipient's contractors are paying their subcontractors, 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 which have not been approved for payment by the City.

12. Access to Work Products

In consideration of the City funds provided under this Agreement, the City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials provided to the City under this Agreement.

13. Title to and Use and Disposition of Property

- A. Title and ownership of property purchased with the funds provided by this Agreement shall rest with the City and such property shall be considered to be on loan to the Organization. Upon expiration of this Agreement, unless the City requires the property to be returned to the City, the property shall remain with the Organization beyond expiration of the Agreement provided the property continues to be used as it was intended by this Agreement. Computers, tablets, or other technology devices valued at less than \$500, which are purchased with City funds for distribution to low income, disadvantaged program participants, are considered as material and supply expenses and are not considered property under this Agreement.
- B. Unless otherwise specified in this Agreement the following conditions apply to property used in this Project:
- 1) Property loaned by private persons, or by local, State or Federal agencies shall be returned to the owner no later than upon expiration of this Agreement.
 - 2) Property donated shall become the property of the Organization unless otherwise specified by the donor.
 - 3) City-funded property shall only be used for the purposes set forth in this Agreement, and the Organization shall be responsible for all maintenance.
 - 4) The Organization shall be financially responsible for loss or damage of City-funded property and shall report a loss or damage to the City immediately. The Organization remains

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responsible for all such property until the Organization is relieved of responsibility, in writing, by the City.

- C. The City of Seattle is an e-Stewards Enterprise organization. Property purchased with funds from this Agreement shall be disposed of to an e-Stewards certified electronics recycler. To learn more about e-Stewards and for a list of e-Stewards certified recyclers in Seattle, visit <http://e-stewards.org/>.

14. Indemnification

The Organization hereby releases and shall defend, indemnify, and hold the City and its employees 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 Organization's performance of the work contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Organization, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Organization waives any immunity it 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. 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 Organization. The Organization acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this Section shall survive any termination or expiration of this Agreement.

15. Insurance

The Organization agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated entities and workers compensation insurance as may be required by Washington State statutes.

16. Termination

The City may terminate this Agreement in the event that the Organization fails to perform its obligations as described in this Agreement or whenever the City determines that such termination is in the best interests of the public. 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 Organization fails to perform, the City may require the Organization to return all the property purchased with City-funds and/or return the City-funds regardless of whether the funds had been expended. The City may also exclude the Organization from receiving future City grants.

17. Taxes and Licenses

The Organization shall obtain and pay for all federal, state and local licenses required for the services to be rendered under this Agreement. The Organization agrees to pay all taxes of every nature and description arising out of or in any manner connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

18. Contractual Relationship

The relationship of the Organization to the City by reason of this Agreement shall be that of an independent contractor and the Organization agrees that neither the Organization nor any of its employees shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Organization to act as the agent or legal representative of the City for any purpose whatsoever. The Organization is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

19. Assignment

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The rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

20. Amendments

Except as otherwise provided herein, any change to the Agreement must be mutually agreed upon by the parties by written Amendment.

21. Compliance with Laws

The Organization shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. The Organization 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.

22. Use of Recycled Content Paper

Whenever practicable, the Organization shall use recycled products, including 100% recycled content paper and duplex any documents produced for the City.

23. Term of the Agreement

The term of this Agreement shall start on the date of execution by both parties and shall end no later than December 31, 2022, unless amended by written agreement or terminated earlier pursuant to the provisions herein.

24. Executory Agreement

This Agreement will not be effective until executed by the parties hereto or their designees.

25. SLFRF Funding Requirements for Subrecipients

This Agreement contains Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and Organization is considered a Subrecipient to these funds. Subrecipients are subject to SLFRF compliance and reporting responsibilities. Compliance and reporting guidelines can be found at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

SLFRF Subrecipients are also subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. The Subrecipient must also comply with all SLFRF Award Terms and conditions, found at https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf.

26. Addresses for Notices and Deliverable Materials

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

If to City: David Keyes
City of Seattle
700 5th Ave, Suite 2700
P.O. Box 94709
Seattle, WA 98124-4709
David.keyes@seattle.gov
206-291-4817

8201 10th Ave S #8
Seattle, WA 98108
analia@villacomunitaria.org
206-767-7445

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Villa Comunitaria The City of Seattle

Seattle Information Technology

Tracye Cantrell Tracye Cantrell (Oct 19, 2021
15:53 PDT)

BY: BY:

Analia Bertoni, Executive Director Tracye Cantrell, Executive Advisor

10/19/2021

10/19/2021

DATE: DATE: