

The City of Seattle
Ordinance 127442
Council Bill 121212

An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

Recitals:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool (MPCP), a Washington State non-profit corporation, was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, MPCP.

MPCP provides cooperative preschool programs for children and community events.

MPCP's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by MPCP are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The Superintendent of Seattle Parks and Recreation (Superintendent), or their designee is authorized to execute for and on behalf of the City a Contract for the Operation and Use, substantially in the form of the Agreement between Seattle Parks and Recreation and The Madison Park Cooperative Preschool which is attached to this ordinance as Attachment 1 (Agreement).

Attachments:

Attachment 1 – Madison Beach Park Bathhouse Preschool Contract

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on June 2, 2026.



President _____ of the City Council

Approved on June 4, 2026.



Katie B. Wilson, Mayor

Attested on June 4, 2026.



Scheereen Dedman, City Clerk

Seal

OPERATIONS & USE CONTRACT
MADISON BEACH PARK BATHHOUSE
BETWEEN
THE CITY OF SEATTLE, PARKS AND RECREATION
AND
MADISON PARK COOPERATIVE PRESCHOOL
Contract ID: PR0PC25-1527

THIS Operations and Use Contract (“Contract”) is entered into between the City of Seattle (“City”) operating by and through the Seattle Parks and Recreation (“SPR”) Department and the Superintendent (“Superintendent”) and The Madison Park Cooperative Preschool (“Contractor”) a Washington not-for-profit cooperation organized under the laws of the State of Washington.

RECITALS:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, The Madison Park Cooperative Preschool.

The Madison Park Cooperative Preschool is a Washington State nonprofit corporation providing cooperative preschool programs for children and community events.

The Madison Park Cooperative Preschool's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by The Madison Park Cooperative Preschool are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children.

In Consideration of the mutual covenants contained herein, City and Contractor covenant and agree as follows:

Article 1. DEFINITIONS

The following terms shall have the following meanings, except as otherwise specifically modified in this Contract:

- 1.1 "Premises" is defined for purposes of this Agreement as the interior space of Madison Beach Park Bathhouse located at 1900 43rd Ave East, Seattle, WA 98112, situated on real property described on Exhibit A (the "Property").
- 1.2 "Execution Date" means the date on which this Contract is signed by both parties.
- 1.3 "Expiration Date" means the date the Contract expires, unless amended.
- 1.4 "Superintendent" means the City's Superintendent of Seattle Parks and Recreation or their designee.
- 1.5 "Contract " means this Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.
- 1.6 "City" means the City of Seattle

- 1.7 “SPR” means the City of Seattle’s Parks and Recreation department.
- 1.8 “Public Benefit” means the programs and services to be provided by the Contractor in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.
- 1.9 “Public Benefit Report” means the document to be drafted by the Contractor and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be on the form attached as Exhibit D in this Agreement.
- 1.10 “Public Benefit Offset” means credits for services provided by the Contractor, in particular, the provision of Community Programming and building maintenance as described in Article 5.

Article 2. TERM OF AGREEMENT

The term of this Agreement shall start upon execution and expires ten years from the execution date unless amended by both parties or terminated based on the requirements stated in this contract.

Article 3. PREMISES

- 3.1 Grant. The City hereby grants the right to the Contractor to Operate and Use the Madison Beach Park Bathhouse, those certain premises referenced in Subsection 1.1 (“Premises”), which are located on the real property described on Exhibit A (“Property”). The Contractor shall have the use of the Premises year-round, January through June for school year programming, July through August for summer programming, and September through December for school year programming. The City will not permit the

use of the Premises to any other group at any time except for the grandfathered group, Sun of Madison, that uses the Bathhouse on Sundays, from 9:30AM to 11:30AM weekly. SPR's Beach Lifeguard Aquatic station is within the building, but outside the premises, facing the lake. The Contractor has no responsibility for the Lifeguard Aquatic station on the Premises.

3.2 Condition. The City allows the Use of the Premises, and the Contractor accepts the Premises in their "as is" condition.

3.3 Permitted Use. Contractor shall use the Premises for operating a cooperative preschool and for all necessary and related activities. With permission from SPR, as described in Article 8, the Contractor is also allowed to use the Premises for community events and community meetings and is responsible for the property at all times regardless of who is utilizing the Premises except in relation to the grandfathered group who utilizes the space as identified in Section 3.1.

3.4 Common Areas. During the Term, the Contractor and its licensees, invitees, and customers shall have the non-exclusive right to use the outdoor restrooms and other public areas of the Premises ("Common Areas") in common with the general public.

Article 4. PAYMENTS TO CITY

4.1 Use Fee, Utility Charge, Leasehold Tax Due Date. Commencing on the Execution Date the Contractor shall pay to the City at the address and to the account specified by the City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States (a) the monthly amount of the Use Fee, Utility Charges, and, if applicable, Leasehold Excise Tax specified in Subsection 4.3 is due on the twentieth (20) day of each month. Any Additional Charges are due to the city within twenty (20) days after written notice. Use Fee and, if appropriate, as reasonably determined by the City,

Additional Charges shall be prorated on a daily basis for any partial month within the Contract Term and shall be paid upon the end of the first month or Contract Expiration date.

- 4.2 City Payment Locations. Use Fee, Utility Charges, and Leasehold Excise Tax (if applicable) can be paid to the City at the address shown below, or to such place as SPR may hereafter designate. Payments must include the invoice number and Customer number to be accurately applied to the correct account.

If Mailed:

City of Seattle

Treasury Department Accounts Receivable

PO Box 94626

Seattle WA 98124-6926

Contractor may also pay in person at:

Seattle Municipal Tower

700 Fifth Ave, Fourth Floor

Seattle, WA, 98104

- 4.3 Use Fee Amounts. Use Fee amounts are scheduled as indicated in this Section.

Contract Years are based on the Execution date of this Contract.

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Use Fee & Public Benefit	2-year total

Years 1&2	\$900	\$800	\$10,800	\$9,600	\$20,400	\$40,800
Years 3&4	\$1,050	\$900	\$12,600	\$10,800	\$23,400	\$46,800
Years 5&6	\$1,200	\$1,000	\$14,400	\$12,000	\$26,400	\$52,800
Years 7&8	\$1,400	\$1,200	\$16,800	\$14,400	\$31,200	\$62,400
Years 9&10	\$1,600	\$1,400	\$19,200	\$16,800	\$36,000	\$72,000
-	-	-	-	-	Total:	\$274,800

The 10-year contract value is \$274,800 (Two hundred seventy-four thousand, eight hundred dollars). If the contract is extended for any reason beyond year ten (10) the Use Fee will remain at year nine and ten Use Fee and Public Benefit Fee as indicated in the table above. Year one starts on day one of the contract execution date and is in effect for 12 months.

- 4.4 Late and Refused Payments. In the event the Contractor fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Contractor to the City for each check refused payment for insufficient funds or any other reason. If any of the fees or charges change, SPR shall provide a written explanation to the Contractor of the amount by which such fees and charges have changed.

Article 5. PUBLIC BENEFITS

- 5.1. Public Benefits Offset. The Contractor shall submit a Public Benefits Plan by August 1 annually (“Plan”) for each year of the Contract. The Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Plan will set out Contractor’s plan to publicize and provide Public Benefits and programming, as well as the estimated Public Benefits Program Credit to be earned by each of these activities. In calculating the value of the expected Public Benefits Program Credit, the Contractor may consider the value of programming, scholarships, stewardship activities, capital improvements, and volunteer hours provided to the community and approved by SPR. The Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Contract goals and City policy and to verify the dollar value of any Public Benefits Program Credits to be earned by delivery of Public Benefits. The Superintendent, or designee, acting reasonably, shall approve or revise the Contractor’s Public Benefits Program Credit calculation following receipt of the Plan.
- 5.2. Public Benefits Report. The Public Benefits Report (“Report”) will be due from the Contractor no later than September 30th, annually. The Report shall be submitted along with the documentation necessary to demonstrate to the Superintendent’s reasonable satisfaction that the Contractor provided all Public Benefits described in the Plan for the year. The documentation shall consist of, but not be limited to, a Report (Exhibit D), which will detail total hours of programming, public service hours, number and amount of scholarships, free services and values for all of the above, demographics of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the

user/groups, and purposes for non-programming uses. The information provided must show how all elements of the report directly impact community, how the financials are determined, and any additional information as requested to show that the reported activities are true Public Benefits and support the needs of the community. Additional organizational brochures and pamphlets should be submitted with the report.

The Contractor will include in the Report a calculation of Public Benefits Program Credits (“Credits”) earned by the Contractor through reported public benefit programming and activities. This calculation will be made using the value of the Contractor’s fee discounts, scholarships, programming, capital programming, and stewardship activities based on the estimated values set out in the Plan. If the Contractor seeks credit for any activity not set out in the Plan or that differs from the estimated value in the Plan, the Contractor will provide a written explanation why the claimed Credits should be available for that activity. The Superintendent will verify the availability and amount of Credits earned and make any credits earned adjustment as may be required in the Superintendent’s reasonable discretion. If the Superintendent adjusts the Credits available from the amount claimed by the Contractor, the Superintendent will notify the Contractor of this adjustment and provide the Contractor an opportunity to clarify or explain the amount of the Credits claimed. The Superintendent’s determination of the value of Credits will be final and binding.

Contractor is required to meet the minimum Public Benefits amount annually as identified in Article 4, Subsection 4.3. If the Contractor surpasses the required annual amount in any year during the term, that additional amount will be credited to the ten (10) year Public Benefits requirement. If the Contractor is unable to meet the required amount and a credit is held from a previous year within this contract Term that amount will be applied to cover the shortage. If they are unable to meet the required Public

Benefits within the ten (10) year term a cash payment will be made by the Contractor to meet the shortage at the end of the contract. Any amount provided by the Contractor above the minimum amount by the end of the Contract will be retained by the City to support the full Fair Market Rent not charged to the Contractor. No amount of funds provided in Public Benefits in excess of the minimum required for the Contract Term will be paid by the City to the Contractor or be exchanged for payment of rent or for any Additional Fees or charges.

5.3. City Approval. If the Superintendent or designee cannot determine the benefits or value of Public Benefits set out in either the Plan or Report, Superintendent may request additional information or documentation within ten (10) days of receipt. The Contractor will provide any requested information or documentation within ten (10) days of receiving Superintendent's request. Failure to provide agreed Public Benefits set out in the Plan will be a breach of this Agreement in addition to making specified Credits unavailable as an offset against Use Fees.

5.4. Regular Review. The Contractor and City will review the Plan on a regular basis to determine if changes need to be made to the Plan based on community need, program need, City requirements, or global changes and needs. Plan changes will be agreed upon by both parties, captured in an official business letter, signed by both parties, and implemented in the annual Plan submitted to the City.

Article 6. TAXES

6.1. Taxes. If applicable, the Contractor shall pay to SPR monthly whatever Leasehold Excise Tax is assessed pursuant to Chapter 82.29A RCW as a requirement of the Contractor's use and occupancy of the Premises under this Agreement. In addition, the Contractor shall pay before their delinquency, all other taxes that may be due and

payable with respect to property owned by and the activities of Contractor on the Premises to the extent failure to do so could result in a lien against the Premises.

- 6.2. Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Article 5 hereof shall have no effect on the amount of any Leasehold Excise Tax due and payable to the City or any other tax obligation of the Contractor. Unless the Contractor is exempt from the payment of Leasehold Excise Taxes, all such taxes are required.

Article 7. UTILITIES

- 7.1 Utility Charges. Commencing on the Execution Date, the Contractor shall pay to the City a monthly Additional Utility Charge of \$150.00 (one hundred fifty dollars) for Contractor's use of utilities at the Premises, including but not limited to, electricity, water, and sewer. The Additional Utility Charge is payable at the same time and in the same manner as the Use Fee as indicated in Article 4.
- 7.2 Telecommunications and Data. The Contractor is responsible for any telephone or internet access required for their operations. No alterations or installation of services will be made to the structure of the facility without prior permission from SPR.
- 7.3. Refuse Collection, Recycling of Waste Materials. The Contractor shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar SPR facilities and operations and to the Superintendent's reasonable satisfaction. The Contractor shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.
- 7.4. Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to

make any repairs or perform any maintenance, unless the same is attributed to SPR's gross negligence. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of the Contractor or to relieve the Contractor from any obligations hereunder or to give the Contractor a right of action against the City for damages. Contractor acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Contractor's use of the Premises. The City has no obligation to provide emergency or backup power to the Contractor. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Contractor. If utilities are interrupted at the Premises so as to render them unfit for their permitted uses, then the Use Fee for the year shall be abated for the duration of the disruption in the proportion that the number of days of the disruption bears to the number of days of the year.

Article 8. CONTRACTOR'S OPERATIONS

The Contractor must use the Premises to conduct Early Childhood Education (ECE) programming for children. The Premises may also be minimally used for community events and activities, and meetings for the programs and/or the community. If the Contractor chooses to allow other community groups to use the facility outside of their program hours, they are required to always have a representative of the program on site during use by another community group with the exception of the grandfathered group, Sun of Madison, which is not the responsibility of the preschool, but rather is the responsibility of the City. The Contractor can require reasonable payment for use of the space; however, all funds received must be used to support the Cooperative Preschool

programming or community activities provided at no cost. The Contractor is responsible for any damage or destruction done to the premises by any outside user of the Premises.

Contractor shall use the Premises only for the permitted use as above and more fully described below. As City's willingness to enter into this Contract with the Contractor was predicated, in part, on the nature of the Contractor's business, and the compatibility of such business with the Building, Contractor shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. The Contractor shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with the Contractor's business for the Permitted Use nor shall such rules and regulations restrict the Contractor's rights or increase its obligations hereunder. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Contract, the term of this Contract shall prevail.

The Contractor shall maintain the Premises in a clean orderly and neat fashion and to set a standard established for other similar SPR properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Contractor shall not permit any accumulation of trash on or about the Premises. Contractor shall not create or contribute to the creation of a nuisance in the Premises and Contractor shall not engage in or permit any action that will disturb the quiet enjoyment of any other occupant in the Building.

Article 9 CONTRACTORS HOURS OF OPERATIONS

- 9.1 School Year and Summer Programs. The Contractor will be conducting programming during both the school year and summer months providing preschool opportunities, family events, community meetings, and other options as agreed upon with the Superintendent or designee. Annually, by August 31, the Contractor will submit the hours of operations and program timing to SPR for the school year and by June 1, for summer programming. Preschool operations are permitted to take breaks from programming in alignment with other school operations.
- 9.2 Closures. Subject to the Superintendent's prior approval, the Contractor may close the Premises or a portion thereof for a determined amount of time for repairs or any approved remodeling with a minimum of one week's prior notice to families and program participants. The Contractor shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days prior written notice to the Contractor, and the Contractor shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if the Contractor closes pursuant to this sentence at the direction of the City, and if the Contractor remains closed at the direction of the City for more than three (3) days, then the Contractor's Use Fee and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of days of the closure bears to the number of days in the month. The Contractor shall furnish an approved sign at the Premises entrance advising the public of any approved closures, unless closed at the direction of the City.

Article 10. ALTERATIONS BY CONTRACTOR

The Contractor shall not make any alterations, additions, or improvements in or to the Premises without first submitting to City professionally prepared plans and specifications for such work and obtaining the City's prior written approval thereof. The Contractor covenants that it will cause all alterations, additions, and improvements to the Premises to be completed at the Contractor's sole cost and expense by a contractor approved by the City and in a manner that (a) is consistent with the City approved plans and specifications and any conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for the City's benefit; (d) does not affect the structural integrity of the Premises or any of the Premises' systems; (e) does not disrupt the business or operations of any occupant of the Building; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. The Contractor shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse the City for any and all expenses incurred in connection therewith. Except as provided in Section 17 with regard to concurrent negligence, the Contractor shall indemnify, defend, and hold the City harmless from and against all losses, liabilities, damages, liens, costs, penalties, and expenses (including attorney's fees, but without waiver of the duty to hold harmless) arising from or out of Contractor's performance of such alterations, additions, and improvements, including, but not limited to, all which arise from or out of the Contractor's breach of its obligations under terms of this Section. All alterations, additions, and improvements (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings, and electrical wiring) except Contractor's moveable trade fixtures and appliances and equipment not affixed to the

Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of the City at the expiration or termination of this Contract without any obligation on its part to pay for any of the same. At the City's request, Contractor shall execute a deed or bill of sale in favor of the City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Contractor shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Contract if the City specifically so directs, in writing, at the time of the City's issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition, or improvement to the Premises, Contractor shall deliver to the City a full set of "as-built" plans of the Premises showing the details of all alterations, additions, and improvements made to the Premises by the Contractor.

Article 11. CARE OF PREMISES

- 11.1 General Obligations. The Contractor shall take good care of the Premises and shall reimburse the City for all damage done to the Premises that results from any act or omission of the Contractor or any of their officers, contractors, agents, invitees, licensees, volunteers, or employees.
- 11.2 Contractor Maintenance Obligations. The Contractor is responsible for the care and maintenance of all equipment owned by the Contractor. The Contractor is responsible for appliances (stoves, ovens, microwaves, refrigerators, etc.) for program use. The Contractor is responsible for lighting fixtures, plumbing fixtures, light bulbs, and other basic equipment necessary for the health and safety of the facility and the program participants.
- 11.3 Custodial Services for Premises. The Contractor shall keep the interior of the building in a neat, clean, and sanitary condition, and shall provide all general cleaning and janitorial

services, at no cost or expense to the City, as may be required for the Premises. The Contractor shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Contract; the Contractor shall provide all necessary janitorial services to adequately maintain the inside of such areas using a company reasonably approved by the City. Contractor shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Contractor's operations.

11.4 Failure to Care for Premises. If, after the City provides written notice to the Contractor of the Contractor's failure to comply with this Section, Contractor fails to take good care of such areas, the City, at its option, may do so, and in such event, upon receipt of written statement from the City, Contractor shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air, or view.

11.5 City Maintenance Obligations. All normal repairs necessary to maintain the Building (including the structural aspects and exterior of the Premises), the Common Areas, and the heating, ventilation, utility, electric, plumbing, and other systems and equipment serving the Building (including the Premises) in a reasonably good operating condition, as determined by the City, shall be performed by the City at its expense. The foregoing sentence does not extend to maintenance occasioned by an act of omission of the Contractor or its officers, agents, employees, invitees or contractors. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations, or improvements.

11.6 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations and dimensions of any hallways, lobby areas, Common Areas, and other improvements shown on the property that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Contractor's use of the Premises as permitted in Subsection 3.3 Permitted Use. The City reserves the right from time to time to (i) install, use, maintain, repair, relocate, and replace pipes, ducts conduits, wires, and appurtenant meters and equipment for service to the Premises, or to other parts of the Building/Property where the Premises are located in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Building; (ii) to alter or expand the Building/Property; and (iii) to alter, relocate, or substitute any of the Common Areas. In performing any work described in (i), (ii), and (iii) of this subsection, the City shall make every reasonable effort to perform the work when school or programs are not in session, to notify the Contractor in advance of any work anticipated to affect the Premises, and to work with the Contractor in order to minimize any interruption or adverse effects on Contractor's use of the Premises. If the Contractor's employees are not personally present to permit entry and an entry is necessary in an emergency, the City may enter by master key or forcible entry without rendering the City liable except in the event of the City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon the City any duty to repair or other obligation not specifically stated in this Contract.

11.7 Prohibition Against Installation or Integration of Any Work or Visual Art on the Premises Without City's Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any

such installation or integration. The Contractor shall not install on or integrate into or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the City's discretion.

- 11.8 Contractor Indemnification of City Against Liability under Visual Artists Rights Act of 1990. The Contractor shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 11.5 of this Contract; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Contractor or any of its officers, employees, or agents. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Contract.

Article 12. KEYS

- 12.1 Keys. Access through keys is granted to the Contractor by the City. The City oversees access for the security and safety of the Building. The SPR facilities Access and Security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, the Contractor

must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Contractor for whom they will be issued. All costs associated with replacing any keys will be the responsibility of the Contractor including if SPR deems lock core replacement necessary. If applicable, an alarm code will be provided by SPR and can only be given to Contractor's staff.

- 12.2 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with SPR's Access Control team, as determined by SPR Access Control Team. SPR will provide instruction at the time of a Contractor initiated audit.
- 12.3 Lost or Stolen Keys/Electronic Keys/Keycards. If a key is lost or stolen, the Contractor must notify the SPR Access Control team immediately. The Contractor will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars (\$50.00) each, and two hundred and fifty dollars (\$250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited**. Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

Article 13. SIGNS AND ADVERTISING

- 13.1 Signs. Contractor shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. The Contractor shall remove all signage at the expiration or termination of this Contract and repair any damage or injury to the Premises.

- 13.2 On-Premises Signs. The Contractor may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning as agreed upon before the event advertised through the conclusion of such event. Exterior signage shall include the Premises' name, Contractor's name, and the SPR logo and shall be constructed in a style and size consistent with SPR's sign policy.
- 13.3 Recognition. On materials printed after the date this Contract becomes effective, Contractor shall include a statement and the SPR logo on its printed materials stating, in effect, that: *"Seattle Parks and Recreation is a partner in supporting Madison Park Cooperative Preschool."*

Article 14. SURRENDER OF PREMISES

- 14.1 General Matters. At the expiration or termination of the Contract Term, the Contractor shall return the Premises to the City in the same condition in which it was received on the Execution Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by the City pursuant to Article 10) reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Contractor, excepted. Prior to such return, the Contractor shall remove its moveable trade fixtures and appliances and equipment that have not been attached to the Premises and shall repair any damage resulting from their removal. In no event shall the Contractor remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or window or wall coverings unless otherwise specifically directed by the City in writing at the time when the City's approval of their installation is issued. The Contractor's obligations under this Section shall survive the expiration or termination of this Contract. The Contractor shall indemnify the City for all damages and losses

suffered as a result of Contractor's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis.

- 14.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Contract and if the City so directs, on or by the expiration date, or if the Contract is terminated before the expiration date, within fifteen (15) days after the effective termination date, whichever is earlier, the Contractor shall remove all voice and data communication and transmission cables and wiring installed by or for the Contractor to serve any telephone, computer, or other equipment located in that portion of the Premises. Cables and wiring shall include all of the same located within the interior and exterior walls, through or above the ceiling, or through or below the floor, vertical or horizontal riser, raceway, conduit, channel, or opening connection opening of such portion of the Premises to be vacated and surrendered to the City as of such expiration date or earlier termination date. The Contractor shall leave the mud rings, face plates, and floor boxes in place.

Article 15. COMPLIANCE WITH LAW

- 15.1 General Requirements. The Contractor, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. The Contractor shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises. Whenever the Contractor is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its

officers, employees, contractors, subcontractors, agents, or invitees, the Contractor shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. The Contractor, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of the Contractor's satisfaction of all such requirements prior to the commencement of any modification of the Premises. The Contractor shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals.

15.3 Nondiscrimination. The Contractor agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers, including the obligation to affirmatively act as described under the referenced Seattle Municipal Code.

The Contractor shall not discriminate against any employee, applicant for employment, student or prospective student and/or such student's family, 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 Contractor shall affirmatively try to ensure all applicants, employees, students, prospective students, and their families are treated equally, 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 as well as acceptance of student applications.

- 15.4 Americans with Disabilities Act. The Contractor acknowledges that the Americans with Disabilities Act (the “ADA”) requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability. With respect to its Operations, the Contractor shall comply with the ADA and any other federal, state, or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; 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. The Contractor shall not discriminate against any individual with a disability in the provision of services, benefits, or activities pursuant to this Agreement. The Contractor shall provide reasonable accommodations for participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. The Contractor may establish reasonable timeframes for requests for accommodations and will communicate the timeframes in any advertising. The Contractor shall promptly respond to and resolve any complaints regarding accessibility of its programs and shall notify the City of all accessibility complaints relating to the Madison Park Bathhouse within 72 hours of receipt.

15.5 Liens and Encumbrances. The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of the Contractor, any mechanic or other lien or order for payment of money shall be filed against the Premises, the Contractor shall promptly notify the City of the same and, at the Contractor's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, the Contractor shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

15.6 Hazardous Substances. The Contractor shall not, without the City's prior written consent, keep on or about the Premises any substances designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Contractor shall promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Contractor's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements including those regarding the proper and lawful use, sale, and transportation generation, treatment, and disposal of Hazardous Substances. Any and all costs

incurred by the City and associated with the City's inspection of the Premises and City's monitoring of Contractor's compliance with this Subsection, including City's attorney's fees and costs shall be Additional Charges and shall be due and payable to the City within ten (10) days after the City's demand therefor, if the Contractor's violation of this Subsection is discovered as a result of such inspection or monitoring. The Contractor shall be fully and completely liable to the City for any and all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Contractor's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. The Contractor shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon the City (as well as City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and or/sale of Hazardous Substances on or about the Premises. The indemnification obligation of this subsection shall survive the expiration or early termination of this Contract.

Article 16. BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who 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, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

Federal Immigration Enforcement Notification Requirements

- A. This Section applies to Contractors and their employees and contracted workers who
 - (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, “Federal Immigration Authority” means 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 Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.
- C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

- 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 City records, databases, technology or information (written or oral).
- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.

F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

Article 17. INDEMNIFICATION AND INSURANCE

17.1 Indemnification. The Contractor shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of the Contractor or any of its officers, employees, agents, contractors, invitees or volunteers on the Premises, and any claim by a third party arising from any of the foregoing. If any suit or action is brought against the City, the City shall give reasonable notice of such suit or action to the Contractor. Upon receipt of such notice, the Contractor shall defend the City, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Contractor jointly. If the City determines one or more principles of governmental or public law are involved, the City retains the right to participate in such action. The above liability shall not be diminished even if any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring the Contractor to indemnify the City against liability for

damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

17.2 Survival of Indemnification Obligation. The indemnification obligations of the Contractor hereunder shall survive the expiration or earlier termination of this Agreement.

17.3 Insurance to be secured by Contractor. Prior to the commencement of any activity on the Premises under this Agreement, the Contractor shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements. Insurance fulfilling these requirements is a condition for use of the premises and any programming on the premises. Updated insurance documents must be provided to the City before current insurance coverage expires.

If the Certificate of Insurance and the Endorsement or the Binder are not submitted to SPR and approved by the City before the current insurance expiration date, the Contractor may not use the Premises or provide programming on the Premises until it has submitted the required insurance documents. If the Contractor disregards this provision and attempts to use the Premises or continue programming on the Premises without proper insurance, SPR may choose to discontinue the Contractor's access to the Premises until all documents have been submitted to and approved by the City. If SPR has to change the lock core and keys due to discontinued access to the Premises, then the Contractor will be required to pay for the new lock core and each new key requested. Reentry to the facility will be provided once both insurance documents are approved, and the cost of the lock core and keys has been paid in full.

- 17.4 Insurance Changes. If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require the Contractor to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to the Contractor. If the Contractor fails to update its insurance coverage as requested by the deadline, the City may follow the procedure outlined in Subsection 17.3 to prohibit the Contractor from operating on the Premises without appropriate insurance.
- 17.5 Notice of Cancellation. The Contractor shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Article 27, Subsection 27.2 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.
- 17.6 General Requirements for Insurance. The limits of liability described in Exhibit B are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Contractor, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Contractor as respects this Agreement, nor (2) construed as limiting the liability of any of the Contractor's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.
- 17.7 Subject to Approval. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this Section and Exhibit B, and (2) be issued by an insurer rated A- or higher in the then-current

A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provision of chapter 48.15 RCW (Unauthorized insurers). Any deductible or self-insured retention ("S.I.R.") must be disclosed to SPR and shall be subject to reasonable approval by the City. The Contractor shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Contractor to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of the Contractor. If a deductible or S.I.R. for GL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by the Contractor or a contracted third-party claims administrator, the Contractor agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Article 18. DAMAGE OR DESTRUCTION

- 18.1 Report of Damage or Destruction. If the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the Contractor shall notify SPR in writing within twenty-four (24) hours after its discovery.
- 18.2 Use Fee Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), and if the Contractor has given timely notice of such destruction or damage as provided by Article 18, then the Contractor's obligation to pay the Use Fee shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Use Fee abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. Suppose only a portion of the Premises is damaged or

destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonable determined by the Superintendent, and the Contractor has given timely notice of such destruction or damage as provided by this Article. In that case, the Contractor shall pay a reduced Use Fee that is proportionate to the extent of the Premises that remains usable for the purposes identified in Article 8 hereof, which reduced Use Fee amount shall be reasonably determined by the Superintendent and identified by notice to the Contractor, and paid by the Contractor through the date reasonably specified by the Superintendent in such notice or the late date specified in any subsequent notice.

18.3 Community Programming Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), then the Contractor's obligation to provide Community Programming shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Community Programming abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. If only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonably determined by the Superintendent, then the Contractor shall offer a reduced schedule of Community Programming and/or offer Community Programming with a reduced capacity, as shall be reasonably determined by the Superintendent, in consultation with the Contractor, and identified by notice to the Contractor.

18.4 Rebuilding and Repair. The City, in its sole discretion, may either repair, rebuild, or demolish the Premises. If the City elects to repair or rebuild, then upon written notice

from the Superintendent, the Contractor shall reoccupy the Premises, the Use Fee abatement, or the reduction provided pursuant to this Article shall be discontinued, the full Use Fee shall again be due and payable, and the Community Programming schedule shall resume. The City shall not be liable to the Contractor for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair, rebuilding, or closure of any portion or the whole of the Premises. Nor shall the City be required to repair or replace any equipment or property located on the Premises and owned or maintained by the Contractor or other users of the Premises.

18.5 Termination Rights in Event of Damage or Destruction.

- By Contractor: If a loss to any portion of the Premises effectively renders the entire Premises unusable in the reasonable opinion of the Superintendent, then the Contractor may elect to terminate this Agreement.
- By City: Unless SPR, within sixty (60) days after the occurrence of any such damage or casualty, gives notice to the Contractor of the City's election to restore the Premises, this Agreement shall automatically terminate.

Article 19. ASSIGNMENT OR SUBLEASE

Contractor shall not sublet or encumber the whole or any part of the Premises, nor shall this Contract or any interest thereunder be assignable or transferable by operation of law or by any process of any court or otherwise without the prior written consent of the City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirements as to future transfers. Any assignment or sublease, without the City's prior written consent, at the City's option shall be voided. No assignment or sublease

shall release the Contractor from primary liability hereunder. Each assignment or sublease shall be by an instrument in writing in a form satisfactory to the City. If the Contractor is a corporation, then any transfer of the Contract by merger, consolidation, or liquidation, or any direct change, in the ownership of, or power to vote the majority of, Contractor's outstanding voting stock, shall constitute an assignment for the purposes of this Contract. If the Contractor is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

Article 20. ASSIGNMENT BY THE CITY

If the City sells or otherwise transfers the Premises, or if the City assigns its interest in this Contract, such purchaser, transferee, or assignee therefore shall be deemed to have assumed the City's obligations under this Contract arising after the date of such transfer, but this Contract shall otherwise remain in full force and effect. The Contractor shall attorn to City's successor, which assumes and agrees to perform all of the City's obligations under this Contract.

Article 21. EMINENT DOMAIN

21.1 Taking. If all of the Premises are taken by Eminent Domain, this Contract shall terminate as of the date the Contractor is required to vacate the Premises, and all Use Fees and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through, or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of the Contractor, in the reasonable judgment of the City, the

Contractor may, at the option of either party, be terminated by written notice give to the other party not more than thirty (30) days after the City gives the Contractor written notice of the taking, and such termination shall be effective as of the date when the Contractor is required to vacate the portion of the Premises so taken. If this Contract is terminated, all Use Fees and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Contract is not terminated, the City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and the Contractor, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premise to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Use Fee and Additional Charges payable hereunder shall be reduced from the date the Contractor is required to partially vacate the Premises in the same proportion that the useable area taken bears to the total useable area of the Premises prior to taking.

21.2 Award. Except as otherwise provided below, the City reserves the right to the entire damage award or any payment for any taking by Eminent Domain, and the Contractor waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. The Contractor hereby grants and assigns to the City any right the Contractor may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. The Contractor, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by the Contractor on account of any loss

incurred by the Contractor in moving the Contractor's merchandise, furniture, trade fixtures, and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

Article 22. DEFAULT BY CONTRACTOR

22.1 Definition. If the Contractor violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Contract; or if the Contractor files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for the Contractor's assets or if the Contractor makes an assignment for the benefit of the creditors, or if the Contractor is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then the Contractor shall be deemed in default. ("Default")

22.2 City Remedies. If the Contractor has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30) days after written notice thereof has been provided to the Contractor, then the City shall have the following nonexclusive rights and remedies at its option. (1) to cure such default on the Contractor's behalf and at the Contractor's sole expense and to charge the Contractor for all actual and reasonable costs and expenses incurred by the City in effecting such cure as an Additional Charge; (2) to terminate this Contract; provided, however, that if the nature of the Contractor's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then the Contractor shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

22.3 Reentry by City Upon Termination. Upon termination of this Contract, the City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions the Contractor shall have no claim thereon or hereunder. The Contractor shall be liable and shall reimburse the City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If the City retakes the Premises, the City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by the City including a public warehouse, at the expense and risk of the Contractor. The City shall have the right to sell such stored property, after reasonable prior notice to the Contractor or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such a sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from the Contractor to the City; the balance, if any, shall be paid to the Contractor.

22.4 Vacation or Abandonment. If the Contractor vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after the city (1) delivers a notice to Contractor's notice address demanding re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by the Contractor to the City in writing, the Contractor shall be in default under this Contract.

22.5 City's Non-exclusive Remedies Upon Termination due to Default of Contractor.

Notwithstanding any reentry by the City and anything in the contrary in this Contract, in the event of the termination of this Contract due to Default of the Contractor, the liability of the Contractor for all sums due under this Contract provided herein shall not be extinguished for the balance of the Term of this Contract. The Contractor shall also

be liable to the City for any other amount (excluding consequential or specific damages) necessary to compensate the City for all the detriment proximately caused by the Contractor's failure to perform its obligations under this Contract or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. In the event of Termination due to Default of Contractor, the City will use reasonable efforts to mitigate its damages, but such efforts shall not be construed to be a waiver of the City's rights to be made whole by the Contractor in the event of such Termination. The provisions of this Subsection shall survive the expiration or earlier termination of this Contract.

Article 23. CITY'S REMEDIES CUMULATIVE; WAIVER

The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to a default or breach by the Contractor shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Contract or by law or in equity. Neither the acceptance of the Use Fee nor any other act or omission of the City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Contract shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive the City of its right to cancel or forfeit this Contract, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed

so as to stop the City at any future time from promptly exercising any other option, right, or remedy that it may have under any term or provision of this Contract.

Article 24. DEFAULT BY CITY

The City shall be in default if it fails to perform its obligations under this Contract within thirty (30) days after its receipt of notice of nonperformance from the Contractor; provided, that if the default cannot reasonably be cured within the thirty (30) day period, the City shall not be in default if the City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the City's default, the Contractor may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

Article 25. TERMINATION

25.1 Process for Termination of Contract

25.1.1 For Cause. Either party may terminate this Contract if the other party has materially breached the Contract and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party with the time stated in the Contract or, if no time is stated, within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default of deficiency.

25.1.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Contract without recourse by the other party where performance is rendered impossible or impractical for reasons beyond such party's reasonable

control, such as but not limited to: acts of Nature, war or warlike operations; civil commotion; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.1.3 For Convenience. Either party, at any time, may terminate the Contract with ninety (90) days' written notice to the other party.

25.2 Notice of Termination. Notice of termination other than pursuant to Subsection 25.1.3 shall be given, in writing, by the terminating Party to the other party not less than thirty (30) days prior to the effective date of termination.

Article 26. ATTORNEY'S FEES

If either party retains the services of any attorney in connection with enforcing the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

Article 27. NOTICES

27.1 Official Notices. Any notice, demand, or request required shall be given in writing to the party's address set forth in this Article any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first-class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgement of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier to the US Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messengers

affidavit of inability to deliver stating the time, date, place, and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier.

- 27.2 Contact Information. All notices will be delivered to the individuals identified below or their replacement. The City and the Contractor will ensure that each party has the correct contact information for the representatives for this contract.

Seattle Parks and Recreation	Madison Park Cooperative Preschool
Pamela Wilson Parks Concessions Coordinator Pamela.Wilson@seattle.gov 206-684-7818 300 Elliott Ave W, Suite 100 Seattle, WA 98119	Ann Goodrich President President@madisonparkcoop.com 206-566-3896 1898 43rd Ave E Seattle, WA 98112

This information will be updated annually since the Contractor's point of contact changes with the school year and based on Board appointments.

- 27.3 Updated Board Contact. The Contractor will provide an updated list of the Contractor's board to the City prior to the start of the school year, but no later than September 31.

Article 28. SUCCESSORS OR ASSIGNS

All of the terms, conditions, covenants, and agreements of this Contract shall extend to and be binding upon the City, the Contractor, and, subject to the terms of Section 19 and 20, their respective heirs, administrators, executors, successors, and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

Article 29. AUTHORITY AND LIABILITY

The Contractor warrants that this Contract has been duly authorized, executed, and delivered by the Contractor, and that the Contractor has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The Contractor covenants to provide the City with evidence of its authority and the authorization of this Contract upon request. All persons and entities named as Contractor herein shall be jointly and severally liable for the Contractor's liabilities, covenants, and agreements under this Contract.

Article 30. PARTIAL INVALIDITY

If any court determines that any provision of this Contract or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Contract, or application of such provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each other term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 31. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, pandemic, strike, or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse the Contractor from the timely payment of the Use Fee and Additional Charges due hereunder, when due.

Article 32. COUNTERPARTS

The parties may execute this Contract in counterparts, which, taken together, constitute the entire Contract.

Article 33. HEADINGS

The section headings used in this Contract are used for purposes of convenience and do not alter in any manner the content of the sections.

Article 34. CONTEXT

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

Article 35. EXECUTION BY CITY AND CONTRACTOR; EFFECTIVE DATE

Neither the City nor the Contractor shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Contract with particulars inserted.

No contractual or other rights shall exist or be created between the City and the Contractor until all parties have executed this Contract and the appropriate legislative authority approves it. This Contract shall become effective on the date (the “Effective Date”) on which this Contract is executed by the City and the Contractor and approved by the Seattle City Council. The City shall have no liability to the Contractor and shall have the right to terminate this Contract upon written notice to the Contractor if the Contract is legislatively disapproved.

Article 36. TIME OF ESSENCE; TIME CALCULATION METHOD

Time is of the essence with respect to this Contract. Except as otherwise specifically provided, any reference in this Contract to the word “day” means a “calendar day”; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday, or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday, or City holiday. Any reference in this Contract to the word “month” means “calendar month.”

Article 37. STANDARDS

Contractor recognizes that, although it is operating its facilities as an independent contractor, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the public. The Contractor, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility. The Contractor shall operate and conduct the facilities on the Premises in a business-like manner and will not permit any conduct on the part of the Contractor’s employees which would be detrimental to the City’s operations.

Article 38. MISCELLANEOUS

38.1 Entire Contract; Applicable Law. This Contract and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of the City and the Contractor concerning the Premises, and there are no other agreements or understanding, oral or written, between the City and the Contractor concerning the Premises. Any subsequent modification or amendment of this Contract shall be binding upon the City and the Contractor only if in writing and signed by both parties. This

Contract shall be governed by and construed in accordance with the laws of the State of Washington.

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

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Contractor

City of Seattle, Seattle Parks and Recreation

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibits:

Exhibit A: Legal Description or Property, Maps, and Images

Exhibit B: Insurance Requirements

Exhibit C: Public Benefits Plan- Initial Year

Exhibit D: Public Benefits Plan/Report Template

Exhibit A

Legal Description

Madison Park Beach Bathhouse

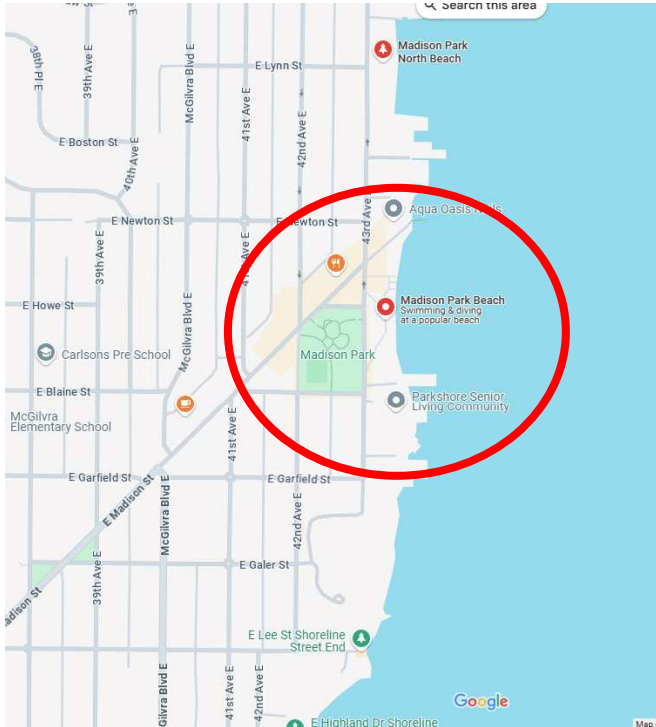
Block 27, Lake Washington Shorelands together with Lots 1 through 10, Block “C”, Lots 1 through 14 Block “D” and all of Block 13 of J.J. McGilvra’s Third Addition with vacated streets adjoining.

Address: 1900 43rd Ave E, Seattle, WA 98112

Tax Parcel: 4114600465



Att 1 – Madison Beach Park Bathhouse Preschool Contract
V1a



Madison Beach Park
Bathhouse

The lifeguard station on the east side of the building is excluded from this contract.

Exhibit B

Insurance Requirements

- 1.1 Minimum Insurance to be Secured and Maintained. Prior to the Execution Date, Contractor shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Contract Term, minimum insurance as specified below:
- 1.1.1 Commercial General Liability Insurance including:
- Premises/Operations Liability
 - Products/Completed Operations Liability
 - Personal/Advertising Liability
 - Contractual Liability
 - Stop Gap/Employers Contingent Liability
 - Independent Contractors Liability
 - Liquor Liability/Host Liquor Liability (if liquor is being sold or served)
 - Fire Damage Legal Liability
 - Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor) community)
- Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:
- \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

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.

- 1.1.2 Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

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.

- 1.1.3 Workers' Compensation securing Contractor's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall certify that qualification by a letter that is signed by a corporate officer of Contractor and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

- 1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Contractor's business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.
- 1.2 General Requirements Regarding Contractor's Insurance.
- 1.2.1 The insurance required by Subsections 1.1.1 applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Contractor's insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days" prior written notice to City, except ten (10) days prior written

notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

- 1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A-: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.
- 1.2.3 Any deductible or self-insured retention in excess of \$20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Contractor.
- 1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.
- 1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Contractor.
- 1.3.1 On or before the Execution Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:
- A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all

endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement.

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the “Separation of Insureds” or “Severability of Interests” clause in such policy.

- 1.3.2 Pending receipt of the documentation specified in this Section 1; Contractor may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.
- 1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Contractor or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the Contractor, whether those limits are primary, excess, contingent or otherwise. Contractor expressly

understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

- 1.5 Reconstruction Following Loss. Contractor shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Contractor made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.
- 1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Contractor except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Contractor's negligence and to which Contractor's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Contractor's negligence, Contractor agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Contractor and Contractor's insurer(s) shall waive subrogation for damage to or destruction of Contractor's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Contractor's aforesaid property attributable to City's negligence, City agrees to reimburse Contractor for the amount of its property insurance deductible up to \$100,000.
- 1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Contractor.

- 1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Contractor may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Contractor as an additional insured on such policies. City waives, as between City and Contractor, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.
- 1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

Exhibit C

Public Benefits Plan- Initial Year

Public Benefit Plan Generally Follows School Year

Madison Park Cooperative Preschool

Type	Program	Time of Year	Estimated Value
Community Program	Cooperative Partnership with Victory Heights Co-Op, Rainier Heights Co-Op, Friends of the Children Seattle, ReWA Rotating drives for toys, books, clothes, school supplies, and winter gear for youth and families served through the partner Preschools. MPCP will initiate 2 drives annually based on wish lists created by the partner programs.	Twice annually	≈\$13,000

Community Programs	Parent Education Speaker Series: MPCP to host Free, open-access talks at partner Preschool facilities on the following topics: • Early childhood brain development • Language acquisition & literacy at home • Emotional regulation & behavior • Navigating public school systems	Planned in coordination with partner Preschools	≈\$3,000
Community Programs	Family Experience Days partnering with Friends of the Children Seattle and ReWA. MPCP will host free play days and learning workshops. Examples include Art & Storytelling,	Planned in coordination with partners	≈\$3,000

	Parent-child movement & yoga, Cooking and nutrition basics. These opportunities will create longer term impact for families and learning opportunities while reducing isolation for families and children.		
Partnership	A partnership with Committee for Children and White Center Co-Op Preschool for a shared resource library to include learning materials, books, sensory tools, and parent education resources.	Ongoing	≈\$5,000
Community Program	Back to School Snack Drive, fundraiser, or alternate drive in the fall – Madison Park Cooperative Preschool selects an organization to do a drive with, whether it	Start of School to beginning of Nov – historically we did a beginning of school supply drive and a food drive close to Thanksgiving in	≈\$650

	is a school supply drive, a food drive or a diaper drive each fall. It benefits the community that is impacted by the drive (always outside of Madison Park) and we do this as something to put our focus on at the beginning of the first few months of preschool and to help others.	2023, in 2024 we did a Diaper and Wipe drive	
Community Program	Back to School Picnic - open to the public, we reach families in Madison Park and neighboring communities. We promote this via A-boards in the neighborhood, flyers and posters in the communities— Madison Park, Madrona, Montlake, Central	Last Weekend of September	≈\$750

	District		
Community Program	Halloween Photo Booth - open to the public - Every year Madison Park Cooperative Preschool puts this on. We advertise it via flyers in neighboring areas, in our newsletter, on Friends of Madison Parks website and word of mouth. This is public benefit as we have hundreds of families from all over come to this. They trick or treat throughout the neighborhood and come to the Bathhouse for a Halloween photo and treat. We provide the event, a photo for the family and small prizes to kids that come through. This is a community tradition that is well known	October	≈\$800

	and loved.		
Community Program	Holiday Event - Hot cocoa and celebration of lights – the community and attendee’s benefit. It’s another place that people can come to celebrate the season. We focus on many different holiday traditions and mostly focus on lighting up the darkness of the season. We decorate the bathhouse, have activities and sometimes read seasonal stories. We advertise it through flyers, in our newsletter, on the community board,	December	≈\$600

	on a-boards and on the Friends of Madison Park website. We open the Bathhouse, provide décor and volunteers		
Community Program	Diaper and Wipe fundraiser – similar to our other drives, this can be any type of drive – sometimes we do one a year, sometimes two – see above drive description	January to March	≈\$2,750
Community Program	Parent Education Talk – Once or twice a year, we hire a speaker for the parents and community to come listen to on an important topic. For example: we hosted an online talk from No More Under to go over water awareness with your children. The speaker speaks, this benefits parents and the	April	≈\$226

	community that attend, they can be in person or virtual. We usually pay for the speaker and some refreshments if in person. We promote this in our newsletter, in flyers in the neighborhood, on our community board and on a-boards.		
Community Program	Back to School Supply Drive- again see drive description above	May before the end of school year for the following school year.	≈ \$1,800
Community Program	End of School Year Picnic and Concert – the neighborhood and community benefit from this event. People get to listen to a free concert and take part in free favors for their kids. We advertise this through flyers, in our newsletter, on the community	Early June	≈ \$1000

	board, on a-boards and on the Friends of Madison Park website. We hire a kid-oriented performer to put on a concert for the kids that come. Can be an acapella guitar singer, the most popular has been a harmonica player with puppets and toys.		
Community Program	Friends of Madison Park using Bathhouse as meeting space with Madison Park Cooperative Preschool chaperone volunteer – this meeting is open to the public and often has important city council and community members addressing the community. This is communicated to the	Roughly 8-10 meetings per year X3 hours of volunteering per meeting	≈ \$750

	public on the Friends of Madison Park website. They aim to reach neighborhood businesses, residents, concerned citizens and leaders/donors in the community. Outreach is to neighboring communities, Montlake, Madrona, Central District and other community groups with similar challenges.		
Community Program	Somatic Yoga at the Bathhouse, this benefits the community as Madison Park doesn't have a yoga studio. Somatic yoga is also specifically a type of yoga that rebalances the nervous system and helps with stress reduction. It really helps	Year Round – twice per week	\$7,576.20 (once per week/36 weeks) 1 hour of \$100 rental time for space, 1.5 hours of volunteer time = \$60.42 + \$10 per participant (the amount we are offsetting for each participant/ \$15 class would usually be \$25)

	improve quality of life. We advertise this through flyers, the preschool's monthly newsletter, the chalkboard in Madison Park, Friends of Madison Park's website, word of mouth to business in the area. We provide the Bathhouse space for people to take yoga, subsidize the cost of the class for each attendee, which is usually \$25+ in other studios.		In a 5 participant class \$210.45 of Public Benefit per class, roughly 36 classes per Sept-June year
		Approx. Total Community Program PB	\$
Scholarships	MPCP scholarships 2 students on average - the funding comes from our fundraising efforts, the identified students	The whole school year	≥\$15,000.00

	that need financial aid benefit, Need is based on financial need and the scholarships are listed as available on our website and in person at our open house event during our school registration period. They are awarded on a first come, first served basis during registration and the award is confirmed when their tuition is covered.		
Scholarships	Athletic Extracurricular Scholarships – same as the other scholarships, they are provided via our fundraising. The athletics scholarship that was awarded this year was for a student on tuition scholarship to attend an extracurricular soccer class that was sponsored by the	Need is determined on a first come, first served basis and the scholarships are set aside for those that are experiencing financial hardship	\$500.00

	preschool. The student approached the school with interest in attending soccer and we decided to provide this as well! Was our first year encompassing extracurricular and was great!		
Capital Improvements to be completed during term of contract.			
Capital Improvements	Outside of building painted, includes lead abatement	Completed during contract	≈ \$22,000.00
Capital Improvements	Inside of building painted		≈ \$15,000.00
Capital Improvements	Flooring replaced		≈ \$15,000.00
Capital Improvements	Cabinet replacement - bath and kitchen		≈ \$15,000.00

Exhibit D

Public Benefits Template Plan/Report Form

Madison Park Cooperative Preschool - Public Benefits Summary

Public Benefits Category (Completed by SPR)	Contractual Requirement (Completed by SPR)	Applicable Metrics (Completed by SPR)	Value required per Agreement (Completed by SPR)	Summary of Public Benefit provided (Completed by Contractor)	Estimated (plan) or actual (Report) value of Services (Completed by Contractor)

Total Public Benefit Value Provided		
Public Benefit Required to Offset Use Fee*		
Public Benefit required or the exceeds required value		

**Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website:*

<https://www.independentsector.org/resource/the-value-of-volunteer-time/>. The most current preliminary rate in 2026 is \$42.98 per hour.