



Seattle Parks & Recreation

healthy people healthy environment strong communities

Non-Government Agreement (SPF Revision 1, 12-19-2023)

THIS AGREEMENT is made and entered into by and between The City of Seattle (the City), a Washington municipal corporation, through its Department of Parks and Recreation (SPR) as represented by Superintendent Anthony-Paul (AP) Diaz, Esq. and the **Seattle Parks Foundation [SPF]** (the Provider) a business in the State of Washington **on behalf of their sponsee, the GLTTC.**

WHEREAS SPR's Green Lake Community Center is an important community asset of the park and recreation system; and

WHEREAS SPR is committed to operating safe and welcoming opportunities for citizens to play, learn, contemplate and build community; and

WHEREAS the GLTTC has been a partner in **organizing** table tennis **for** the community at Green Lake Community Center (GLCC); and

WHEREAS the Seattle Parks Foundation serves as the fiscal sponsor for GLTTC; 1501 E Madison St Suite 510, Seattle, WA 98122, a 501c3 Non-Profit organization of the State of Washington and authorized to do business in the State of Washington; and

WHEREAS SPR, SPF, and GLTTC wish to **maintain** opportunities for the community to play table tennis;

THEREFORE, SPR, SPF, and GLTTC will provide the following:

A free, drop-in table tennis program, open to everyone in the community and table tennis players of all skill levels **initially** on Saturdays from 5:00 to 9:00pm ~~between January 3 through December 31, 2024~~ **commencing as soon as SPF and GLTTC has raised necessary funds.**

1. PURPOSE:

The purpose of this ~~Permit~~ **agreement** is to clearly set the terms and conditions of **SPF and GLTTC's use of involvement with** Green Lake Community Center, and ~~re-provision of a free Saturday drop-in weekend table tennis program.~~

This is a flexible agreement. SPF/GLTTC has committed to covering the \$34/hour staffing fee. The program will begin with four Saturday evening hours, and expand into Sundays as fundraising and staff availability allows.

2. SCOPE OF WORK

GLTTC shall:

- A.1 ~~pay SPR a 50% reduced rental rate of \$27.50 per hour for the use of Green Lake Community Center gym facilities for hours on Saturdays from 5:00-9:00pm from January 3 through December 31, 2024. These dates are subject to change or cancellation by SPR if the facility is needed for City of Seattle business (cold weather shelters, etc.);~~

- A.2 pay \$34.00 per hour for a SPR staff member to be present during times when table tennis is offered outside of regular operating hours. ~~Saturdays from 4:30-9:30pm from January 3 through December 31, 2024. On City holidays, the cost per hour for a SPR staff member shall be \$51.00-per hour.~~ **Table tennis will not be offered if the normal play time lands on a City holiday, or if the City needs to use the gym for a special event (eg. Pathway of Lights). In such cases, the City will notify the GLTTC of the upcoming closure in time to adjust SPR and GLTTC publicity.**
- A.3 ~~pay a \$32.50 booking fee, once per quarter.~~
- A.4 pay a \$500 damage deposit, refundable if no damage is done to SPR equipment or Green Lake Community Center.
- A.5 make all payments 14 days ~~of~~ or more in advance of booking dates.
- A.6 ~~in exchange for receiving a 50% reduced rental rate for use of the Green Lake Community Center gym,~~ GLTTC and SPF agree to deliver a free public drop-in table tennis program according to SPR's **and GLTTC's** guidelines **below**. ~~for free drop-in programs:~~
- 1 Is free of charge and does not require a donation to enter
 - 2 Is a low barrier drop-in program that does not involve pre-registration. ~~Only approved software platforms may be used.~~
 - 3 Is welcoming and open to everyone
 - 4 Welcomes and gives equal playing time to players of all skill levels. ~~GLTTC must cease using registration software platform (Kanban).~~
 - 5 Assures the program is advertised widely to the general public
 - 6 Keeps daily attendance and submits to SPR rental staff member
 - 7 Assures all volunteers helping administer the program submit and pass an annual background check per SPR guidelines.

~~The provision of this program as stated above is of equal value to the 50% waived rental costs.~~

- A.7 GLTTC's use of Green Lake Community Center's name, address and phone number must be approved by the Green Lake CC Coordinator. Green Lake CC's name, address and phone number must not be used outside of advertising for this free drop-in table tennis program. GLTTC's website and advertising materials must expressly state that the ~~Green Lake Table Tennis Club~~ **SPF and GLTTC** are running this program in partnership with SPR, held at Green Lake CC. ~~Green Lake Table Tennis Club~~ **GLTTC** must not use Green Lake CC's address and phone number as its own. GLTTC volunteers must not purport themselves as SPR staff or representatives of our organization. ~~GLTTC shall not offer additional programming at Green Lake CC outside of the agreed upon time period.~~ GLTTC may not run leagues, events, or private fee or any fee-based lessons **programming** during the drop-in table tennis program time **without approval by SPR.**

3. **USE OF SPR FACILITIES:**

Gym Use. In exchange for GLTTC's **rental staffing** payment, SPR hereby authorizes GLTTC to use Green Lake Community Center's gym ~~from January 3 through December 31, 2024,~~ for this free drop-in table tennis program. Please refer to Exhibit B for approved facility use.

Restroom Use. GLTTC participants will have access to the inside restroom just outside of the northeast gym door. Please refer to Exhibit B for approved facility use.

Storage. SPR owns the table tennis tables housed at Green Lake CC and shall replace them at their discretion. These tables shall be stored at Green Lake CC. GLTTC shall not remove any SPR tables, equipment, or supplies from Green Lake CC. Any short-term storage requests by GLTTC need to be approved by the Green Lake CC Coordinator. Longer-term storage requests need to be reflected in this agreement.

Custodial Impact. SPR may schedule and charge GLTTC for custodial work required to offset impact of use of SPR facilities. Staffing fees of \$25/per hour will be assessed for each hour of custodial work required.

Utilities and Maintenance. All charges for utilities and maintenance are included in Rental Compensation in 2 above.

4. TERM:

This Permit shall become effective upon the full execution by both parties and shall continue indefinitely unless discontinued by SPR, SPF, or GLTTC. ~~expire on December 31, 2024 or if the conditions outlined in section 2, Scope of Work are not met.~~ This contract may be extended for one additional year at the option of SPR and acceptance of GLTTC.

5. RESPONSIBILITIES OF PARTIES

RESPONSIBILITIES OF GLTTC:

- B.1. GLTTC is responsible for supervising program participants at all times while using SPR facilities.
- B.2. GLTTC shall adhere to SPR's Code of Conduct and assure participants in the program adhere to SPR's Code of Conduct while using Green Lake Community Center. (See exhibit A).
- B.3. GLTTC shall ensure that SPR facilities are returned to the level of cleanliness found prior to its use and that any damages to the facilities done by GLTTC (including by program participants and guests) will be paid for and corrected in a timely manner. SPR's Facilities Division will evaluate damage and scope of costs for SPR.
- B.4. GLTTC shall inform SPR of any cancelation in scheduling 14 days prior to the canceled date(s). Notification shall be in written form (letter or email) to the Green Lake Community Center Coordinator; and if the community center has not been notified within 14 days, GLTTC will be required to pay for those dates.
- B.5. GLTTC shall occupy the Green Lake Community Center gym and restroom for only the time and dates outlined in this contract.
- B.6. GLTTC shall restrict its use of Green Lake Community Center to the gym and restroom just off the gym. GLTTC will not allow volunteers or program participants into areas not rented by GLTTC. **The bleacher area above the gym may be used for spectators.**
- B.7. GLTTC shall accept that it is responsible for any damage to the facility or equipment caused by

its use or by program participants' use through negligence of GLTTC volunteers.

- B.8 GLTTC shall make all payments 14 days or more in advance of program dates to allow SPR to schedule staff.
- B.9 GLTTC shall attend a monthly meeting with SPR to discuss the program and problem solve any issues or concerns by either partner **if requested by either SPR or GLTTC.**
- B.10 GLTTC shall carry out a free drop-in table tennis program on Saturdays **and/or Sundays at times agreed upon by SPR and GLTTC** according to the parameters outlined in section A.4 above.
- B.11 GLTTC shall advertise **all table tennis activity at the GLCC** widely to the general public.
- B.12 GLTTC shall take program attendance and provide it to the Rental Attendant on site or the Green Lake CC Coordinator, as requested.
- B.13 **GLTTC will set up tables and gym divider nets before play both during regular GLCC hours and on weekends. GLTTC will repair tables, nets, and any other table tennis equipment as needed.**
- B.14 **GLTTC will coordinate play and set rules both during regular GLCC hours and on weekends. GLTTC may offer activities such as free kanban play, coaching classes for kids, and activities for wheelchair or standing disabled players. All activities will be donation based, except for special events, such as tournaments or exhibitions as agreed upon by SPR.**
- B.15 **GLTTC will permanently post information approved by SPR and SPF explaining how players can donate to SPF to support table tennis at the GLCC.**

RESPONSIBILITIES OF SPR:

- C.1 SPR shall make its facilities available to GLTTC as specified in Exhibit A of this permit.
- C.2 SPR shall schedule a SPR rental staff to work during the hours specified in Exhibit A. This staff member will 1) assure the building and rented spaces are unlocked/locked, 2) assure all program parameters are met, 3) collect and submit program attendance data to SPR, and 4) submit attendance data to SPR.
- C.3 In the event that no staff are available to work, SPR shall notify GLTTC with as much notice as possible.
- C.3 SPR shall assure the program is advertised widely to the general public.
- C.4 SPR shall provide table tennis tables and chairs as needed when GLTTC is using its facilities.
- C.5 SPR shall hold a monthly meeting with GLTTC to discuss the program and problem-solve any issues or concerns by either partner.

6. NOTICES AND COMMUNICATIONS

All notices given under this Agreement by either party to the other shall be in writing and shall be sufficiently given. If either personally served upon the other party delivered by recognized overnight courier service or sent via the United States Postal Service, postage prepaid, certified mail, return

receipt requested, and addressed as follows, unless either party hereafter designates a different address by notice of the other:

If to GLTTC:

XXXXXXX
XXXXXXX
XXXXXXX
XXXXXXX

If to SPR:

Seattle Parks and Recreation
Attn: Jewels Jugum
Green Lake Community Center
7201 Green Lake Drive N.
Seattle, WA 98115

Notices are effective as follows: if personally delivered, on the date when delivered, or if delivered by overnight courier service, one (1) business day after deposit with the courier service, or if mailed, three (3) business days following the date of placement into U.S. Mail, postage pre-paid.

7. NONDISCRIMINATION

GLTTC will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of this permit.

8. INDEMNIFICATION

GLTTC shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants.
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants.
- the negligent performance or non-performance of the contract by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret. Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

9. INSURANCE:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for:
Premises/Operations, Products/Completed Operations, Personal/Advertising Injury,

Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be

\$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”)

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability

Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000 CSL.**

Worker's Compensation insurance for Washington State as required by Title 51 RCW.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

Umbrella or Excess Liability “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$ CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage) with minimum limit \$1,000,000 or \$ per occurrence and in the aggregate. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity’ SIO form CR 20 17 10/10.

C CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: GLTTC shall include “the City of Seattle” as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B (except workers comp); which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by PROVIDER’s insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.

D NO LIMITATION OF LIABILITY: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle’s requirements for minimum insurance coverage shall be interpreted to limit or release liability of the PROVIDER or any of the PROVIDER’s insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.

E REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED: GLTTC’s insurance policy shall include a “separation of insureds” or

“severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. PROVIDER’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the PROVIDER’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Consultant’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Consultant or reduced and/or offset against the Contract.

F NOTICE OF CANCELLATION: The above checked insurance coverages shall not be canceled by Consultant or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days’ notice for non-payment of premium.

G CLAIMS MADE FORM: If any insurance policy is issued on a “claims made” basis, the retroactive date shall be prior to or coincident with the effective date of the Contract. The Consultant shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period (“tail”) for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant’s financial responsibility for liability for services performed.

H INSURER’S A.M. BEST’S RATING: Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide.

I EVIDENCE OF INSURANCE (NOT APPLICABLE TO WORKERS COMPENSATION): Consultant must provide the following evidence of insurance:

- a A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL or other additional insurances required.

At any time upon the City’s request, Consultant shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Consultant shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

~~GLTC~~ **SPF** shall obtain the appropriate insurance policy(ies) necessary, including Commercial General Liability and Business Automobile Liability, with the minimum coverage of \$1,000,000 for the former and \$300,000 for the latter, and naming The City of Seattle, Seattle Department of SPR and Recreation as additionally insured during the term of this Permit. A copy of the insurance ACCORD shall be provided to SPR no later than 30 days following mutual execution of this permit.

10. AMENDMENT:

Exhibit A
Seattle Parks & Recreation Code of Conduct

CODE OF CONDUCT
The following conduct is prohibited

Conduct that unreasonably deprives others of their use or enjoyment of the park or park facility;

Disrupting Department of Parks and Recreation business, events, or other sponsored activities;

Smoking, chewing, or other tobacco use within 25 feet of other park patrons and in play areas, beaches, or playgrounds;

Possession of liquor without all applicable permits (SMC 18.12. 255 and .257);

Blocking entrances, exits, fire exits, handicap access areas, public walkways, or roadways, or obstructing pedestrian traffic or otherwise interfering with the provision of services or the use of park property (SMC 18.12.070(c));

Conduct that creates an unreasonable and substantial risk of harm to any person or property (i.e. dangerous activity);

Abusive or harassing behavior, including obscene language or gestures (SMC 12A.06);

Illegal gambling (RCW 9.46);

Possession, sale, or use of illegal drugs (RCW 69.50);

Defacing, destroying, or otherwise vandalizing park property, including buildings, fixtures, grounds, signs, or other structures (SMC 18.12.070(b));

Assault or fighting (SMC 12A.06);

Firearms violations under RCW Chapter 9.41

ENFORCEMENT

Violations of Law

Conduct that would constitute a violation of civil or criminal law may result in: 1) citation or arrest as provided under applicable law; 2) issuance of a Parks Exclusion Notice as provided in SMC 18.12.278 and Department Policy and Procedure 060-P 7.15 (adopted in 1997); and/or, 3) an authorized City employee's notification to a person that his or her permission to remain on the premises has been withdrawn for up to 24 hours.

Criminal Trespass

Entering or remaining in an area not open to the public, violating a Parks Notice of Exclusion, or remaining on the premises after being notified that permission to remain has been withdrawn, may subject the violator to arrest and prosecution for criminal trespass.

Exhibit B Green Lake Community Center Floor Plan

