



Seattle Parks and Recreation  
**LETTER OF INTEREST (LOI)**  
**MADISON PARK BATH HOUSE & VICTORY HEIGHTS SHELTER HOUSE**  
**EARLY CHILDHOOD EDUCATION PROGRAMMING (ECE)**



Madison Park Bath House



Victory Heights Shelter House

**LETTER OF INTEREST (LOI) IS DUE BY MARCH 13, 2024, BY 3:00PM**

**PLEASE SUBMIT LETTER OF INTEREST (LOI) ELECTRONICALLY IN PDF FORMAT TO:**

Kathleen Gantz, Contract Administration & Support Office Manager

Email: [Kathleen.Gantz@seattle.gov](mailto:Kathleen.Gantz@seattle.gov)

&

Pamela Wilson, Parks Contract Coordinator

Email: [Pamela.Wilson@seattle.gov](mailto:Pamela.Wilson@seattle.gov)

**Women and minority business owners are encouraged to submit Letters of Interest.**

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## 1. INTRODUCTION AND OVERVIEW

The City of Seattle Parks and Recreation Department (SPR) seeks an Early Childhood Education program to serve youth and families in the community at these two locations for a five-year contract with one five-year extension (September 2024-August 2034).

### **Madison Park Bath House**

SPR is the owner of the Madison Park Bath House, built in 1919, located at the southeast corner of 43rd Ave E and E Madison St within the Madison Beach Park. The area consists of a mix of commercial and residential uses to the north, south and west, while Lake Washington is immediately east. The site does not have onsite parking, however, there is adequate street parking.

The main entrance to the property is on the western side of the building, via double, wood framed doors with glass inserts. This door opens to an interior hallway with single occupancy bathrooms on the north and south sides. The hallway ends at a large room immediately east. This room has an open layout with peaked ceiling (Est. 10-18'height). The northwestern side of the room has a small alcove containing upper and lower cabinetry with laminate countertops and stainless-steel sink. A storage/mechanical closet is located on the southeastern corner of the main room. A second exterior entrance is located on the southern side of the room via a single metal-clad door.

The building "as is" does not qualify as a Washington State Department of Social and Human Services (DSHS) licensed childcare provider because the building does not contain a fire suppression sprinkler system or meet current Americans with Disabilities Act (ADA) standards.

The above information is provided for general informational purposes and should not be relied upon by prospective bidders for business planning or any other purpose. SPR is not making any representations about the condition of the Madison Park Bath House or surrounding property through this description. Prospective bidders are encouraged to visit the property and conduct due diligence before submitting a bid.

### **Victory Heights Shelter House**

SPR is the owner of Victory Heights Shelter House, a 2430 SF, one-story masonry building built in 1938 with a daylight basement. VHS is located on the northern side of Victory Heights Playground, with the public park situated immediately to the south at 1747 NE 106th Street, Seattle, Washington. Victory Heights Park includes a large grassy field surrounded by trees, a tennis court, play structures, slides and swings. This park was named by the Victory Heights Community Club, who bought the property and sold it to the City in 1954.

The VHS main entrance is on the north side of the building with parking that can accommodate 20+ vehicles situated northeast/west of the building. Single-family residences are located to the north, east, and west of the park. The basic layout includes an L-shaped building with composite shingle roof, one main floor, and a daylight basement. The interior of the building contains painted drywall with taped & painted drywall ceilings and vinyl roll or epoxy floors over concrete slab.

The main entrance contains a single, exterior grade door with glass insert. This door opens to a waiting room with an adjacent bathroom and a stairwell to the south, and a large open classroom immediately west. The stairwell leads to a second entrance door in the rear of the building that leads to the daylight basement containing several rooms. The main room is located on the north side of the building. Immediately south of this area is a kitchen containing lower wood cabinets with wood countertops, an electric range, and sink. A storage/mechanical room is located immediately west of the kitchen. Several of the interior rooms contain built-in cabinets, and counters. The overall condition of the interior finishings is average.

The building “as is” does not qualify as a Washington State Department of Social and Human Services (DSHS) licensed childcare provider because the building does not contain a fire suppression sprinkler system or meet current Americans with Disabilities Act (ADA) standards.

The above information is provided for general informational purposes and should not be relied upon by prospective bidders for business planning or any other purpose. SPR is not making any representations about the condition of the Victory Heights Shelter House or surrounding property through this description. Prospective bidders are encouraged to visit the property and conduct due diligence before submitting a bid.

## 2. LETTER OF INTEREST REQUIREMENTS

### 2A. Early Childhood Education Program Expectations

Seattle Parks and Recreation has made a commitment to providing and supporting Early Childhood Education programs (ECE). SPR’s Superintendent has determined that both Madison Park Bath House and Victory Heights Shelter House will be contracted to ECE providers.

Contractors must provide:

- Preschool or before and after school programs to youth ages 0-8. If offering Elementary programming the youth can be through 5<sup>th</sup> grade.
- Family and community events that serve youth and families.
- Public Benefits as described in Appendix A
- Insurance as described in Appendix B

### 2B. Term

The expected term for this contract will be for an initial period of five years beginning September 2024 with one five-year extension at the discretion of the Superintendent.

SPR believes that early childhood education programs are essential for youth in the city and are committed to providing affordable opportunities.

### 2C. Basis for Selection:

Seattle Parks and Recreation will review and evaluate the submitted Letters of Interest based on the written response to the required information presented in Section 3.

If multiple Letters of Interest are received for a location a modified Request for Proposal (RFP) may be required.

## 3. LOI Packet Contents

Non-profit organizations interested in supporting SPR in the operation of either the Madison Park Bath House or Victory Heights Shelter House should submit electronic PDF Letters of Interest (LOI) to [Kathleen.Gantz@seattle.gov](mailto:Kathleen.Gantz@seattle.gov) and/or [Pamela.Wilson@seattle.gov](mailto:Pamela.Wilson@seattle.gov) by **MARCH 13, 2024 by 3:00PM.**

The LOI packet should include:

1. Short introduction to your organization (up to one paragraph).
2. Description of programming provided and how it meets the Early Childhood Education requirements and expectations in 2A (up to one paragraph).
3. Brief, one or two paragraph financial proposal describing what your organization's assumed monthly payment would be to SPR (Note: SPR will not be providing the space for free and is currently charging \$600/month at facility and providing public benefit offsets) and description of public benefits (a list of public benefits is provided in Appendix A).
4. Other relevant information in support of your organization's experience in providing services and programs (optional).

Attachments:

1. Appendix A: Public Benefits Description
2. Appendix B: Insurance Requirements

## 4. APPENDIX A: PUBLIC BENEFITS DESCRIPTION

### Public Benefits

Public benefits are measurable efforts to serve underrepresented groups and achieve geographic equity consistent with the City of Seattle's Race and Social Justice Initiative (RSJI).

**Priority access to these benefits should be provided to community members with limited access to services. Please refer to the City's Race and Social Justice Initiative for more information:**

[www.seattle.gov/rsji](http://www.seattle.gov/rsji)

The following categories are generally considered a Public Benefit. Any other type of program or service must be approved in advance by the Superintendent.

1. **Scholarships** – Scholarships for low-income families and underserved populations. Number of scholarships, estimated value of such scholarships provided on an annual basis, should be described in detail.
2. **Community Events & Programs** – Opportunities for families and the community to participate in events at the facility and park grounds for free. Open to both preschool participants and the broader community.
3. **Volunteer Service Events** – Provision of volunteer events for the benefit of students and the general public. # of hours, # of people, # of events, including estimated value of volunteer hours should be described.
4. **Capital Improvements** – Includes improvements made without charge to the City that are beyond the required maintenance and repair activities. Description of types of improvements and proposed value should be described.

## 5. APPENDIX B: Insurance Requirements

### 5. Insurance. (note: coverage and limits will be assessed on a case by case basis)

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Commencement Date, Lessee 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 Lease 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.? (Note - Additional insurance as necessary per tenants operations.)

1.1.3. Workers' Compensation securing Lessee'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 Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall certify that qualification by a letter that is signed by a corporate officer of Lessee 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 Lessee makes to the building and Premises, are insured throughout the Lease 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 Lessee'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 Lessee's Insurance.

1.2.1 The insurance required by Subsections 1.1.1 and 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 Lessee'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 Lessee.

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 Lessee.

1.3.1 On or before the Commencement 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, Lessee 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 Lessee 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 tenant, whether those limits are primary, excess, contingent or otherwise. Tenant expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

1.5 Reconstruction Following Loss. Lessee 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 Lessee 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 Lessee except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Lessee's negligence and to which Lessee's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Lessee's negligence, Lessee agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Lessee and Lessee's insurer(s) shall waive subrogation for damage to or destruction of Lessee's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Lessee's aforesaid property attributable to City's negligence, City agrees to reimburse Lessee 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 Lessee.

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 Lease, Lessee may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing

Lessee as an additional insured on such policies. City waives, as between City and Lessee, 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 Lessee makes to the building and Premises, are insured throughout the Lease 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.