



City of Tukwila  
**Finance and Governance  
 Committee**

- ◆ Zak Idan, Chair
- ◆ Kathy Hougardy
- ◆ Cynthia Delostrinos Johnson

<u>Distribution:</u>	
Z. Idan	Mayor Ekberg
K. Hougardy	D. Cline
C. Delostrinos Johnson	R. Bianchi
K. Kruller	C. O'Flaherty
V. Seal	A. Youn
D. Quinn	L. Humphrey
T. McLeod	

# AGENDA

**MONDAY, MAY 24, 2021 – 5:30 PM**

HAZELNUT CONFERENCE ROOM  
 (At east entrance of City Hall)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES  
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS  
 MEETING IS: 1-253-292-9750, Access Code 973303373#**

**Click here to: [Join Microsoft Teams Meeting](#)  
 For Technical Support during the meeting call: 1-206-431-2179.**

Item	Recommended Action	Page
<b>1. BUSINESS AGENDA</b>		
a. A contract to facilitate relocation of the City Records Center. <i>Christy O'Flaherty, Records Governance Manager/City Clerk</i>	a. Forward to 5/24 C.O.W. and Special Meeting Consent Agenda.	<b>Pg.1</b>
b. A contract with King County for levy grant funds for seniors. <i>John Dunn, Recreation Superintendent</i>	b. Forward to 5/24 C.O.W. and Special Meeting.	<b>Pg.13</b>
c. Monthly General Fund update. <i>Tony Cullerton, Deputy Finance Director</i>	c. Discussion only.	<b>Pg.45</b>
d. 2021 1st Quarter investment report. <i>Aaron Williams, Fiscal Manager</i>	d. Discussion only.	<b>Pg.49</b>
<b>2. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** June 14, 2021



The City of Tukwila strives to accommodate individuals with disabilities.  
 Please contact the City Clerk's Office at **206-433-1800** ([TukwilaCityClerk@TukwilaWA.gov](mailto:TukwilaCityClerk@TukwilaWA.gov)) for assistance.





## **INFORMATIONAL MEMORANDUM**

**TO: FINANCE AND GOVERNANCE COMMITTEE**

**FROM: Christy O’Flaherty, Records Governance Manager/City Clerk**

**BY: Christy O’Flaherty, Records Governance Manager/City Clerk**

**CC: Mayor Ekberg**

**DATE: May 17, 2021**

**SUBJECT: RELOCATION OF CITY-WIDE RECORDS CENTER**

### **ISSUE**

Authorize approval of a contract to facilitate relocation of the City-Wide Records Center from the Sabey (International Gateway East, LLC) facility at 3411 South 120<sup>th</sup> Place to Tukwila City Hall lower level. (formerly occupied by Tukwila Police Department).

### **BACKGROUND**

The City’s Records Governance Program has maintained an off-site Records Center for all City Departments since the early 1990s. While there have been multiple locations, most currently the records are housed at the Sabey facility at a cost of approximately \$8,799.03 per month. The Sabey records facility houses 1,637 boxes of City records.

Based on the consistent work accomplished via the Records Governance Program and the use of the online Digital Records Center and microfilming, the City Clerk’s Office was able to create redundancy and eliminate paper records with a long-term retention requirement by 500 boxes. This reduction in inventory makes it possible to downsize from the current records facility at the Sabey location to the lower level of City Hall. The Police Department has had similar reductions in their inventory and will be using the space in the sally port near the former Police Department for records storage.

### **DISCUSSION**

The project manager worked with vendors, and Engineered Products a PAPÉ Company (part of the MRSC Small Works Roster) was selected as the vendor to disassemble/transport/reassemble/install the industrial shelving, per the attached contract. The intent is to complete this work prior to the lease end date of June 30, 2021.

### **FINANCIAL IMPACT**

The contract shall not exceed \$80,360.26 (plus Washington State Sales Tax); we are requesting budget authority for an additional 10% contingency in the event of unforeseen issues. The long-term savings to the City will be approximately \$109,000 a year to include staff time saved by not traveling back and forth to an off-site facility to perform essential records work (plus the monthly lease cost from July-December of this year).

The Administration proposes to fund the records center move costs from the lease savings this year (approximately \$50,000) and using some of the remaining FY 2021 Streamlined Sales Tax funds to covering the remaining costs, which include the balance of this contract, as well as approximately \$13,000 in costs for the movers and fencing contractors, the latter of which is required by the State as a part of the regulations associated with public records. These costs will have paid for themselves in savings from the off-site records center in less than one year.

**RECOMMENDATION**

Staff is asking the Finance and Governance Committee to forward this item to the Committee of the Whole and Special Meeting of May 24, 2021 for approval.

**ATTACHMENTS**

Contract Document



**PROFESSIONAL SERVICES AGREEMENT**

*(Includes consultants, architects, engineers, accountants, and other professional services)*

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and Engineered Products a PAPÉ Company, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform teardown, transport and shelving installation services in connection with the project titled Records Center Relocation.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending August 31, 2021, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than June 15, 2021, unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$80,360.26 (plus Washington State Sales Tax) without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

Engineered Products a PAPÉ Company  
ATTN: Jim Keenholts, Territory Manager  
9800 40th Ave. S.  
Seattle, WA 98118
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF TUKWILA

CONSULTANT

\_\_\_\_\_  
Allan Ekberg, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk, Christy O'Flaherty

\_\_\_\_\_  
Office of the City Attorney





ENGINEERED  
PRODUCTS  
A PAPÉ COMPANY

# EXHIBIT A

Tuesday, May 18, 2021  
Page 1 of 3

## Engineered Products a Papé Company

9800 40<sup>th</sup> Ave S.                      Tel: (206) 394-3300  
Seattle, WA 98118                      Fax: (206) 575-6688

Washington Contractor License: ENGINPC931CO  
Oregon Contractors License: #174426  
California Contractors License: # 910313

Idaho Contractors License: ZRCE-25609  
Federal ID: # 22-3949676



**Budget Proposal #COFEUM51721**  
Subject: Shelving Move  
Date: 5/18/2021  
FOB: Destination

Attn: Rick Still

Dear Mr. Stills,

Thank you for the opportunity to provide pricing for the Tukwila shelving project. We propose to tear down, transport, and install the shelving storage system described below based on acceptance of the attached General Terms and Conditions.

### Objectives:

Provide purchaser with a fully integrated turnkey storage system using existing materials within the requested time frame including all necessary new tear down, transportation, installation, and structural calculations (stamped by licensed WA State P.E.) to complete project.

### General Parameters:

- Teardown customers' existing shelving system.
- Transport all materials from existing facility to new facility.
- Install shelving system per customers provided layout.
- **Assuming 6" slab (to be verified by purchaser)**
- **All required permits responsibility of purchaser.**

### Installation Parameters:

- Installation based upon free and clear work environment during a single-phase continuous mobilization, 8 hour shifts per day, 5 days a week (Monday-Friday) by a non-union crew on a non-union jobsite.
- Ambient staging area provided for receipt and building of materials.
- Labor crew to be back round checked prior to having site access. (background check by Tukwila police department)

### Scope of Work: Shelving Movement

#### Teardown: (Approximately 6 days)

**Old Location Address: 3411 S. 120th Place, Tukwila WA 98188**

- There is an overhead roll up door to get there materials out of the facility.
- The shelving is currently inside a chain link fence that has large man door access.
- Cut existing floor anchors. **(any additional grinding of cut anchors responsibility of purchaser.)**

Tukwila City Records Center:

- Qty. (100) bays of 96"H x 52"W Easy Up shelving with Qty. (7) particle board shelf levels.
- Mixture of 16"D and 32"D

**Storage and Material Handling Specialists**



Police department shelving:

- Qty. (61) bays 96”H x 52”W Easy Up shelving with Qty. (7) particle board shelf levels.
- Mixture of 16”D and 32”D

Total: approximately: Qty. (161) bays of shelving.

**Transport:**

- Palletize, band, and stack materials on to flatbed trucks for transportation.
- Transport all of the shelving materials including particle board to the new location.
- Keep police shelving and city shelving materials separate.

**Installation: (approximately 5 days)**

**New location: 6200 Southcenter Blvd, Tukwila WA 98188.**

Records Center:

- Installation of Approximately Qty. (64) bays in new office location.
- Install shelving to match purchasers provided layout drawing.
- Elevations to match existing shelving elevations.
- Materials will have to be loaded through on sit of double doors then through single man door.
- Shelving will have the be anchored through existing carpet to slab bellow.

Out building for Police:

- Install approximately Qty. (15) bays.
- Elevations to match existing shelving elevations.
- Shelving will be loaded through man door access.
- Shelving will be anchored through plywood flooring to slab bellow.

Total: approximately: Qty. (79) bays of shelving.

Extra materials:

- Extra materials to be palletized, banded, and stacked.
- To be moved to location with pallet jack access (outside of man doors)
- Moving these additional materials in to storage space inside of man doors will add additional labor cost (see base bid option)

Included within this bid:

- Teardown of materials
- Installation of old materials.
- Structural engineering.
- Transportation

<b>Grand Total Price Delivered and Installed Excluding Any Applicable Tax*.....\$66,410.26</b> (Sixty-Six Thousand Four Hundred Ten and 26/100 Dollars)
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***This sale is subject to Engineered Products’ Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.eppape.com/terms](http://www.eppape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.***



**Base Bid Option:**

**Transportation of extra materials inside of man door space:**

- have the crew hand unload and move extra materials through man door.
- Re stack extra materials in man door space for storage.

**Add \$ 6,450.00**

**Permitting:**

- Engineered Products to File for required building permit on behalf of . The purchaser.
- Engineered products to provide shelving layout and elevations drawings.
- Engineered products to provide seismic engineering calculations.
- Any required fire suppression and or egress evaluation by purchaser.
- Engineered products not responsible for permit approval timeline.

**Add \$ 7,500.00 +  
City Permit  
application fees**

**Notes:**

1. Any Required Permits and inspections responsibility of purchaser.
2. Fire Consultancy by purchaser.
3. Modifications for fire egress, if required, by purchaser.
4. Material pricing valid for 10 days from 5.10.21
5. All fire suppression systems including “in-rack” fire suppression, if required, by purchaser.
6. Modifications to warehouse lighting, if required, by purchaser.
7. Fire engineer to provide Engineered Products with high plie and egress packet for rack permitting.
8. EP to provide purchaser with floor load information upon award, purchaser is responsible to ensure the slab is adequate to support the loads provided. EP is not responsible for the adequacy of the slab.

Thank you for the opportunity to work with you on this project. If you have any questions regarding the above information, please don't hesitate to call me at (206) 394-3306.

Best Regards,

Jim Keenholts  
Engineered Products a Papé Co.  
JKeenholts@eppape.com  
(206) 394-3306 - Direct

\_\_\_\_\_  
This proposal is accepted by

\_\_\_\_\_  
Purchase Order #





## **INFORMATIONAL MEMORANDUM**

O: **Finance and Governance Committee**

FROM: **Tracy Gallaway, Acting Parks & Recreation Director**

BY: **John Dunn, Recreation Superintendent**

CC: **Mayor Ekberg**

DATE: **May 17, 2021**

SUBJECT: **Veterans, Seniors, and Human Services Levy (VSHSL)**

### **ISSUE**

Seeking authorization for the Mayor to sign award contract with King County Department of Community and Human Services Division in the amount of \$115,384.

### **BACKGROUND**

In 2018, Parks & Recreation was awarded a VSHSL grant to install automatic door openers on the restroom doors at the Tukwila Community Center and to contract an Older Adult Recreation Survey (OARS) by BERK Consulting. The survey results have been a guiding document to planning for senior activities and outreach.

In 2019, Parks & Recreation was awarded an additional VSHSL grant to support the outreach efforts from the OARS plan and provide facility upgrades for senior space. This grant was extended and used in 2020 to fund Operation Senior Meal Drop.

### **DISCUSSION**

Based on the past work with King County and the work Tukwila Parks & Recreation have done for Tukwila Seniors, King County has awarded an additional grant for \$115,384 over the 2021-2022 calendar years. A portion of this grant will specifically be used to provide social engagement for Veterans. The rest of the grant will be for senior social engagement activities and creation of a mini-grant program. Planning for future events and activities are still ongoing.

### **FINANCIAL IMPACT**

There is no matching requirement for the City.

### **RECOMMENDATION**

The Council is being asked to authorize the Mayor to sign the award contract and consider this item at the May 24, 2021 Committee of the Whole meeting and subsequent May 24, 2021 Special Meeting.

### **ATTACHMENTS**

King County community and Human Services Contract – 2021/2022







## King County

Department of Community and Human Services  
 Adult Services Division  
 401 Fifth Avenue, Suite 500  
 Seattle, WA 98104  
 206-263-9105  
 TTY Relay: 711

### KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor City of Tukwila  
 Project Title ASD Contracted Services  
 Contract Amount \$ 115,384  
 Contract Period From: 04/01/2021 To 12/31/2022  
 DUNS No. (if applicable) 010207504 SAM No. (if applicable) 47Z60

THIS CONTRACT No. 6204626 is entered into by KING COUNTY (the "County"), and City of Tukwila (the "Contractor") whose address is 6200 Southcenter Blvd, Tukwila, WA 98188.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$115,384	04/01/2021 - 12/31/2022
TOTAL	\$115,384	04/01/2021 - 12/31/2022

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**1. Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	EXHIBIT NUMBER
City of Tukwila - Transform Senior Centers - Council-Added - VSHSL - SE 3	Exhibit I

**If you require accommodation to access this form, alternate formats are available upon request.**

**2. Contract Term**

- A. This Contract shall begin on 04/01/2021, and shall terminate on 12/31/2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

**3. Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

**4. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

**5. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

**6. Maintenance of Records**

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

**B. Nondiscrimination and Equal Employment Records:**

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

**7. Evaluations and Inspections**

**A. Subject to Inspection, Review, or Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

**B. Medical Records:**

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records

practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.

- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
	<b>Gross Revenue</b>	Gross Revenue Under <b>\$3M</b> on average in the previous three fiscal years.	Gross Revenue Over <b>\$3M</b> on average in the previous three fiscal years.	Gross Revenue Under <b>\$3M</b> on average in the previous three fiscal years.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

- D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

## 10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this



purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex,

race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

**18. Conflict of Interest**

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or

grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**19. Equipment Purchase, Maintenance, and Ownership**

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

**20. Proprietary Rights**

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

**A. No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

**B. Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

**C. Extension of Time:**

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

**D. Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### **32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### **33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including applicable Emergency Response , EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CITY OF TUKWILA

\_\_\_\_\_  
FOR  
King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Date

In Process



**EXHIBIT I  
CITY OF TUKWILA  
VSHSL SOCIAL ENGAGEMENT STRATEGY 3:  
BRINGING ELDER SERVICES TOGETHER (BEST) HUB  
EXHIBIT PERIOD: APRIL 1, 2021 – DECEMBER 31, 2022**

**I. WORK STATEMENT**

The Contractor shall provide oversight, coordination and implementation of the Bringing Elder Services Together (BEST) HUB. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$115,384 for the Exhibit Period noted above as shown in the funding table below. Funding for investment in this program is provided by the King County Veterans, Seniors and Human Services Levy (VSHSL) and is managed by the Adult Services Division (ASD) of the King County Department of Community and Human Services (DCHS), which has the responsibility for achieving and monitoring the overall outcomes. Ongoing funding for the full period of the Exhibit and the award period as outlined in the award letter shall be contingent on the Contractor's implementation of the program as described, timely achievement of the contract milestones outlined below, continued funding availability and other contractual requirements contained in the Exhibit.

<b>ASD Result Area Alignment</b>	<b>Funding Period</b>	<b>Fund Source</b>	<b>Funding Allocation</b>
Social Engagement	04/01/2021 – 12/31/2021	2021 VSHSL Fund - Seniors	<u>\$34,192</u>
		2021 VSHSL Fund - Veterans	<u>\$23,500</u>
	01/01/2022 – 12/31/2022	2022 VSHSL Fund - Seniors	<u>\$34,192</u>
		2022 VSHSL Fund - Veterans	<u>\$23,500</u>
Not to Exceed			<u>\$115,384</u>

**II. PROGRAM DESCRIPTION**

King County's overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power and resources. ASD, in its partnership with CITY OF TUKWILA shares a commitment to contributing to community-level change and individual-level impact in the division's five result areas:

- Financial Stability
- Healthy Living
- Housing Stability

- Service System Access and Improvement
- Social Engagement.

Accordingly, the parties will work together to perform and report the services funded under this Exhibit in a manner that contributes to the equity goals of the County described herein.

Based on the growing scientific understanding of the risks of isolation and racial disparities in access to critical services, King County seeks to support senior centers in becoming vibrant and inclusive Senior Hubs that expand outreach to isolated seniors and support opportunities for engagement among King County's diverse community of seniors. This strategy promotes belonging where systems, biases, miscommunications and/or cultural differences too often isolate. Partner agencies funded through this strategy will expand King County's racial equity goals by conducting inclusive outreach to diverse older adults. Partner agencies will pay particular attention in outreaching to Black, Indigenous, and People of Color (BIPOC) communities, communities whose primary language is not English, and communities experiencing poverty with reduced access to needed resources.

#### A. Program Activities

The Contractor shall serve as a partner in the Bringing Elder Services Together (BEST) HUB ("Senior Hub"), providing opportunities for diverse seniors and/or their caregivers who live in southeast King County to experience social engagement and connection, engage in activities that promote healthy aging, and access resources that support seniors to live in their communities of choice. The Contractor will pay particular attention to outreach and inclusion for senior veterans and military service members and their families, and seniors from diverse cultural groups ("Focus Population").

1. The Contractor shall operate as a **Senior Center** as follows:
  - a. Senior Centers shall provide at least three of the following services:
    - i. Food and nutrition programs, and/or congregate (shared) meals;
    - ii. Social activities;
    - iii. Information and assistance that connects individuals to aging networks and services;
    - iv. Educational opportunities for enrichment and life-planning;
    - v. Celebratory events for holidays, birthdays, cultural experiences, etc.; and/or
    - vi. Health promotion, wellness and fitness.
  - b. Senior Center services shall be ongoing and offered on a regular basis, but do not need to be at the same location every day. The Contractor's senior center may meet or provide services at different locations on

different days, as long as there is a consistent schedule easily accessed by intended, eligible participants and community organizations who can depend upon the Contractor to host a senior center at a specified location on any specific day.

- c. The Contractor shall staff programs as needed to support delivery of services.
  - d. The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the VSHSL Levy's Guiding Principles, the work described in this Exhibit, or King County's prioritization of racial equity and social justice.
2. The Contractor shall operate as a Senior Hub by providing the following services:
- a. Offering cultural competency: In order to effectively operate and provide services with cultural competency, a contractor maintains a defined set of values and principles, and demonstrates behaviors, attitudes, policies, and structures that enable said contractor to work in cross-cultural situations. As such, the three following components must exist:
    - i. Accessibility: the Contractor evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different than the majority population.
    - ii. Relevance: the Contractor identifies specific culturally-based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
    - iii. Commitment: the Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participants and non-participant culturally diverse populations and key stakeholders and uses this feedback in policy making, contractor administration, and service delivery.
  - b. Operating with cultural responsiveness and reflection: An approach and/or programming that honors and engages the history, beliefs, traditions, and values of those whom are served; implements the approach and programming with staffing that share same cultural, racial, and/or ethnic background of those whom are served.

- c. Conducting culturally competent focus population-specific outreach to increase participation and provide opportunities for inclusive social engagement for seniors who might otherwise remain isolated or disengaged.
  - d. Conducting culturally competent outreach to increase participation and provide opportunities for inclusive social engagement for senior veterans, military servicemembers and their respective families.
  - e. Providing guided coordination, connections, and active navigation of referrals between the Senior Hub and King County Veterans Program with offices located in Seattle and Tukwila for senior veterans, military servicemembers and their respective families.
  - f. Providing guided connections and active navigation of referrals between the Senior Hub and other specified VSHSL-funded service providers, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
  - g. Actively collaborating and coordinating with members of the Senior Hub Collaborative to share resources, including but not limited to web-access resources and outreach tools.
  - h. Coordinating with other community organizations to expand the services available through the Senior Hub.
  - i. Increasing knowledge of and/or participation in Community Living Connections.
  - j. Representing the voice of the seniors served by the Senior Hub in other human service collaboratives, on issues such as transportation, food access and housing, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
  - k. Prioritizing participation in racial equity trainings and other trainings in partnership with and as directed by King County.
3. The Contractor shall collaborate with the other partners of the Bringing Elder Services Together (BEST) HUB to expand activities for inclusive outreach to focus populations, including but not limited to the following (same for all):
- a. Partnering with Veterans of Foreign Wars (VFW), the American Legion, and the Paralyzed Veterans of America to expand veteran's outreach and social engagement opportunities in Burien and Tukwila.
  - b. Connecting King County's Veteran's Program (KCVP's) Tukwila office to senior programs and resources.

4. As a Senior Hub partner, the Contractor shall take the lead on the following outreach activities to the focus populations:
  - a. Programming and outreach specific to the needs of senior veterans and military servicemembers and their respective families to ensure low barrier access to Senior Hub services, resources, and activities.
  - b. Enhancing connections and partnerships with various cultural communities by entering into Memorandum of Understanding(s) (MOU) that outlines shared resources, establishes programs that meet community needs and promotes social engagement.
5. The Contractor shall participate in the Senior Hubs Learning Collaborative, with representation by at least one staff member at each of the scheduled meetings.
6. The Contractor shall plan and adjust for long-term program structures and delivery with DCHS review and approval that adhere to current public health guidance and government orders meant to stop the spread of the COVID-19 virus, understanding many program participants are in the high-risk category of susceptibility to the virus. Best efforts shall be made to engage isolated seniors and respond to their diverse needs.
7. The Contractor shall work with King County staff to create a referral protocol (the "Referral Protocol") with an appropriate entity when identified for the purpose of providing referrals for affordable housing for seniors. The Referral Protocol may be changed upon mutual written agreement of the parties.
8. The Contractor shall work with King County staff to develop a method to collect client satisfaction data ("Client Satisfaction Collection Method").

**B. Participant Eligibility**

Eligible participants for services are seniors and/or their caregivers and senior veterans, military servicemembers, and their respective families throughout King County meeting the VSHSL's definitions.

**C. Focus Population**

Among eligible participants, the focus population shall include diverse older adults, and emphasis shall be placed on serving seniors from BIPOC communities, communities whose primary language is not English, and communities experiencing poverty with reduced access to needed resources.

## D. Definitions

1. DCHS web-referenced definitions for the following terms used within this Exhibit can be found at <https://kingcounty.gov/VSHSL-definitions>.

- a. Caregiver
- b. Implementation Plan
- c. Military Servicemember
- d. Resilient Communities
- e. Senior
- f. Veteran
- g. Veteran Family

2. Definitions for the following terms used within this Exhibit can be found in the VSHSL Implementation Plan at <https://kingcounty.gov/VSHSL-Implementation-Plan>.

- a. Financial Stability
- b. Healthy Living
- c. Housing Stability
- d. Service System Access and Improvement
- e. Social Engagement

3. Definitions for other terms used within this Exhibit:

- a. Senior Center

For the purposes of this Exhibit, a “**senior center**” is an entity that hosts a dedicated space (physical or web-based) for seniors (persons 55 and older) to gather in order to access services that promote healthy aging and to experience life enrichment, empowerment, belonging, and enjoyment. The space defined as the senior center may be a stand-alone, dedicated building or be part of a larger or shared center that has multiple purposes. That space may also include a series of spaces or locations.

- b. Senior Hub

For the purposes of this Exhibit, a “**Senior Hub**” is a senior center, or set of partnering senior centers, with the staffing, programmatic, and systems capacity to serve as the recognized resource center on aging services and supports for a focused geographic area and/or specific cultural group(s), including but not limited to the Focus Population. If the Senior Hub consists of partnering senior centers, the times and locations of services may be spread between

the partnering centers in order to achieve the level of access required to be considered a Senior Hub. Services need not be equal between each partner and may be structured so as to capitalize on the strengths that each partner brings to the partnership as well as on the needs of the portion of the Focus Population each partner seeks to serve.

c. Senior Hubs Learning Collaborative

For the purposes of this Exhibit, the “**Senior Hubs Learning Collaborative**” means a structured forum for supporting best practices and shared learning among the awarded Senior Hubs. All Senior Hub partners will participate. Frequency and format of meetings will be determined in collaboration with all Senior Hubs and King County staff.

E. Contract Milestones

The Contractor shall meet the following milestones during program years 2021-2022:

1. 2021 Milestones

In collaboration with the other partners in the **Senior Hub**, complete the following milestones (same for all partners):

- a. By June 30, 2021: The Referral Protocol should be agreed upon and be in place through mutual email agreement between King County staff and GREATER MAPLE VALLEY COMMUNITY CENTER staff.
- b. By a timeline to be determined by King County within the PME Plan, the Contractor shall administer the Client Satisfaction Collection Method.
- c. By July 31, 2021:
  - i. Establish connection with VFW, the American Legion, and the Paralyzed Veterans of America.
  - ii. Design social engagement activities.
- d. By October 30, 2021  
Launch implementation of veterans focused social engagement activities.
- e. By December 31, 2021:
  - i. Complete four (4) outreach activities to diverse older adults.
  - ii. Create a newsletter for veterans containing a list of older adult resources in Burien and Tukwila.

As a **Senior Hub partner**, complete the following milestones specific to the Contractor:

f. By July 31, 2021:

Begin to meet with cultural community groups.

g. By December 31, 2021 the Contractor will:

Complete at least one (1) MOU with a cultural community group to share resources and social engagement opportunities.

2. 2022 Milestones

In collaboration with the other partners in the **Senior Hub**, complete the following milestones (same for all partners):

a. By March 31, 2022:

i. Complete review of social engagement offerings and adjust as needed.

ii. Distribute veteran's newsletter of older adult resources in Burien and Tukwila.

b. By a timeline to be determined by King County within the PME Plan, the Contractor shall administer the Client Satisfaction Collection Method.

c. By September 30, 2022:

Complete schedule of social engagement program offerings.

d. By December 31, 2022:

i. Complete schedule of social engagement program offerings.

ii. Complete four (4) outreach activities to diverse older adults.

As a **Senior Hub partner**, complete the following milestones specific to the Contractor:

e. By March 31, 2022 the Contractor will:

Begin to meet with cultural community groups with the aim of expanding network to groups not yet engaged.

f. By December 31, 2022 the Contractor will:

Complete at least one (1) MOU with a cultural community group to share resources and social engagement opportunities.



### III. PERFORMANCE MEASUREMENT AND EVALUATION

#### A. Performance Measurement and Evaluation Planning Process

The Contractor shall name a person who will lead performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A Performance Measurement and Evaluation (PME) Plan is intended to provide the Contractor and King County with useful information for decision-making, planning and program management.

Any Senior Center receiving King County funding through ASD will align to the current senior center PME Plan for performance measurement and data reporting. In collaboration, all senior centers will engage in data review and work toward continuous improvement of ensuring the Senior Center PME Plan is relevant to the services offered through and populations served by senior centers in King County.

#### B. Performance Measures

Performance measures shall be measured using individual-level and/or aggregate-level data submitted pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, number of seniors and/or their caregivers served by the Senior Hub each quarter.*

2. Quality of service provided: How well did we do it?

*For example, percent of Senior Hub participants who identify with the target population for the senior center.*

3. How seniors have been impacted: Is anyone better off?

*For example, percent of Senior Hub participants who indicate that they feel more connected to their community (from survey or focus group).*

Once developed and reviewed by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's failure to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the “Requesting Party”) shall submit the suggested changes in writing to the other party (the “Receiving Party”).

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

**IV. PARTNERSHIP AND REPORTING REQUIREMENTS**

A. Partnership Activities

1. The Contractor shall work with King County staff to coordinate and align services with other VSHSL-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.
2. The Contractor shall participate in regular meetings of levy-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
3. The Contractor shall engage in any levy competency trainings offered by King County. These training opportunities shall be offered at no cost to VSHSL-funded providers to help providers attain and maintain key skills and concepts that will support the VSHSL’s goals of effectiveness, efficiency and equity.
4. The Contractor shall include an attribution to the VSHSL with the use of the VSHSL logo and/or a statement such as “This program receives funding from the King County Veterans, Seniors and Human Services Levy” in all program marketing materials, digital or hardcopy, developed during this contract period.

B. Reporting Activities

1. The Contractor shall participate in monthly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.

2. The Contractor shall submit a monthly summary of services and progress towards milestones as applicable. This summary shall be submitted with the submission of each invoice provided to King County.
3. Starting on April 1, 2021, the Contractor shall collect individual-level and/or aggregate-level data about services and client outcomes and submit to King County on a quarterly basis. Reports are due within ten business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PME Plan.
4. The Contractor shall submit an annual narrative progress report to King County on January 15 following each program year. The report shall cover the activities of the previous year. The format and questions for the annual narrative progress report shall be provided by King County.
5. By the date outlined in the PME Plan, the Contractor shall submit client satisfaction data gathered through the Client Satisfaction Collection Method to King County.
6. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.

## **V. COMPENSATION AND METHOD OF PAYMENT**

Regular payment for activities covered by this Exhibit shall be based on (1) meeting the deliverables outlined in the table below, and (2) the Contractor incurring periodic costs and expenses in performing such services as described in Section II.A., PROGRAM DESCRIPTION: Program Activities of this Exhibit greater than or equal to the periodic payment listed in the table below. Also, by entering into the contract, the Contractor is agreeing to make concerted efforts to meet the program activities and contract milestones as outlined in Section II., PROGRAM DESCRIPTION and program and reporting requirements as outlined in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with King County staff. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Exhibit, is not successfully or sufficiently serving the King County older adults community, the Contractor agrees to work with King County to re-envision the program model, make changes to the PME Plan and pivot, using learnings to improve service delivery. Such adjustments will be documented in an amendment to this Exhibit signed by both parties.

If (a) the Contractor does not meet the agreed upon program activities, deliverables, and/or contract milestones during two quarters of the Contract; and/or if (b) the Contractor fails to engage with the King County staff to re-envision the program model or make necessary adjustments in order to better serve King County seniors, then (c) King County reserves the right to (i) request specified corrective action in writing, or (ii) either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the contract amount, withhold payment, or terminate the contract in line with notice requirements in this contract's boilerplate.

**A. Billing Invoice Package**

The Contractor shall submit a Billing Invoice Package (BIP) monthly that consists of a signed invoice statement and other reporting requirements as stated in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS of this Exhibit in a format approved by King County. The BIP is due within ten business days following the end of each payment period. The total amount of payments to the Contractor for each year of this Exhibit shall not exceed the yearly funding allocation as noted in the funding table in Section I., WORK STATEMENT, unless otherwise approved by King County in writing.

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.

<b>Date Due</b>	<b>Payment Period</b>	<b>Payment / Fund Source</b>	<b>Deliverable</b>						
July 15, 2021	April - June 2021	<table border="0"> <tr> <td style="text-align: right;">\$7,833</td> <td>VSHSL Fund - Veterans</td> </tr> <tr> <td style="text-align: right;">\$11,397</td> <td>VSHSL Fund - Seniors</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$19,230</td> <td style="border-top: 1px solid black;">Total</td> </tr> </table>	\$7,833	VSHSL Fund - Veterans	\$11,397	VSHSL Fund - Seniors	\$19,230	Total	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. Summary of services and progress towards milestones as applicable</li> </ol>
\$7,833	VSHSL Fund - Veterans								
\$11,397	VSHSL Fund - Seniors								
\$19,230	Total								
October 14, 2021	July - September 2021	<table border="0"> <tr> <td style="text-align: right;">\$7,833</td> <td>VSHSL Fund - Veterans</td> </tr> <tr> <td style="text-align: right;">\$11,397</td> <td>VSHSL Fund - Seniors</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$19,230</td> <td style="border-top: 1px solid black;">Total</td> </tr> </table>	\$7,833	VSHSL Fund - Veterans	\$11,397	VSHSL Fund - Seniors	\$19,230	Total	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. Summary of services and progress towards milestones as applicable</li> </ol>
\$7,833	VSHSL Fund - Veterans								
\$11,397	VSHSL Fund - Seniors								
\$19,230	Total								
January 14, 2022	October - December 2021	<table border="0"> <tr> <td style="text-align: right;">\$7,834</td> <td>VSHSL Fund - Veterans</td> </tr> <tr> <td style="text-align: right;">\$11,398</td> <td>VSHSL Fund - Seniors</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$19,232</td> <td style="border-top: 1px solid black;">Total</td> </tr> </table>	\$7,834	VSHSL Fund - Veterans	\$11,398	VSHSL Fund - Seniors	\$19,232	Total	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> </ol>
\$7,834	VSHSL Fund - Veterans								
\$11,398	VSHSL Fund - Seniors								
\$19,232	Total								

Date Due	Payment Period	Payment / Fund Source		Deliverable
		\$19,232	Total	3. Annual narrative progress report 4. Summary of services and progress towards milestones as applicable
April 14, 2022	January - March 2022	\$5,875	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Individual-level and/or aggregate level data 3. Summary of services and progress towards milestones as applicable
	\$8,548	VSHSL Fund - Seniors		
		\$14,423	Total	
July 15, 2022	April - June 2022	\$5,875	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Individual-level and/or aggregate level data 3. Summary of services and progress towards milestones as applicable
	\$8,548	VSHSL Fund - Seniors		
		\$14,423	Total	
October 14, 2022	July - September 2022	\$5,875	VSHSL Fund - Veterans	1. Accurate invoice 2. Individual-level and/or aggregate level data 3. Summary of services and progress towards milestones as applicable
	\$8,548	VSHSL Fund - Seniors		
		\$14,423	Total	
January 16, 2023	October - December 2022	\$5,875	VSHSL Fund - Veterans	1. Accurate invoice 2. Individual-level and/or aggregate level data 3. Annual narrative progress report 4. Summary of services and progress towards milestones as applicable
	\$8,548	VSHSL Fund - Seniors		
		\$14,423	Total	





## **INFORMATIONAL MEMORANDUM**

**TO: Finance & Governance Committee**

**FROM: Vicky Carlsen, Finance Director**

**BY: Aaron Williams, Fiscal Manager**

**CC: Mayor Ekberg**

**DATE: May 24, 2021**

**SUBJECT: March 2021 Departmental Budget-to-Actuals Report**

### **Summary**

The purpose of the March 2021 General Fund Financial Report is to summarize for the City Council the general state of departmental expenditures and to highlight significant items. The following provides a high-level summary of the departmental financial performance.

The March 2021 Report is based on financial data available as of May 14, 2021, for the period ending March 31, 2021. Additional details can be found within the attached financial report.

At the May 11, 2021 Committee of the Whole, Council gave consensus to move forward with using Streamlined Sales Tax (SST) mitigation revenue to fund a number of high-priority programs including: Fire overtime, permit activity, street/bus stop maintenance, park maintenance, recreation program assistance, Dark Trace – cyber security, wage & compensation agreement, and code enforcement & rental housing. These items will be included in the year-end budget amendment and are revenue backed by SST funds

### **Expenditures**

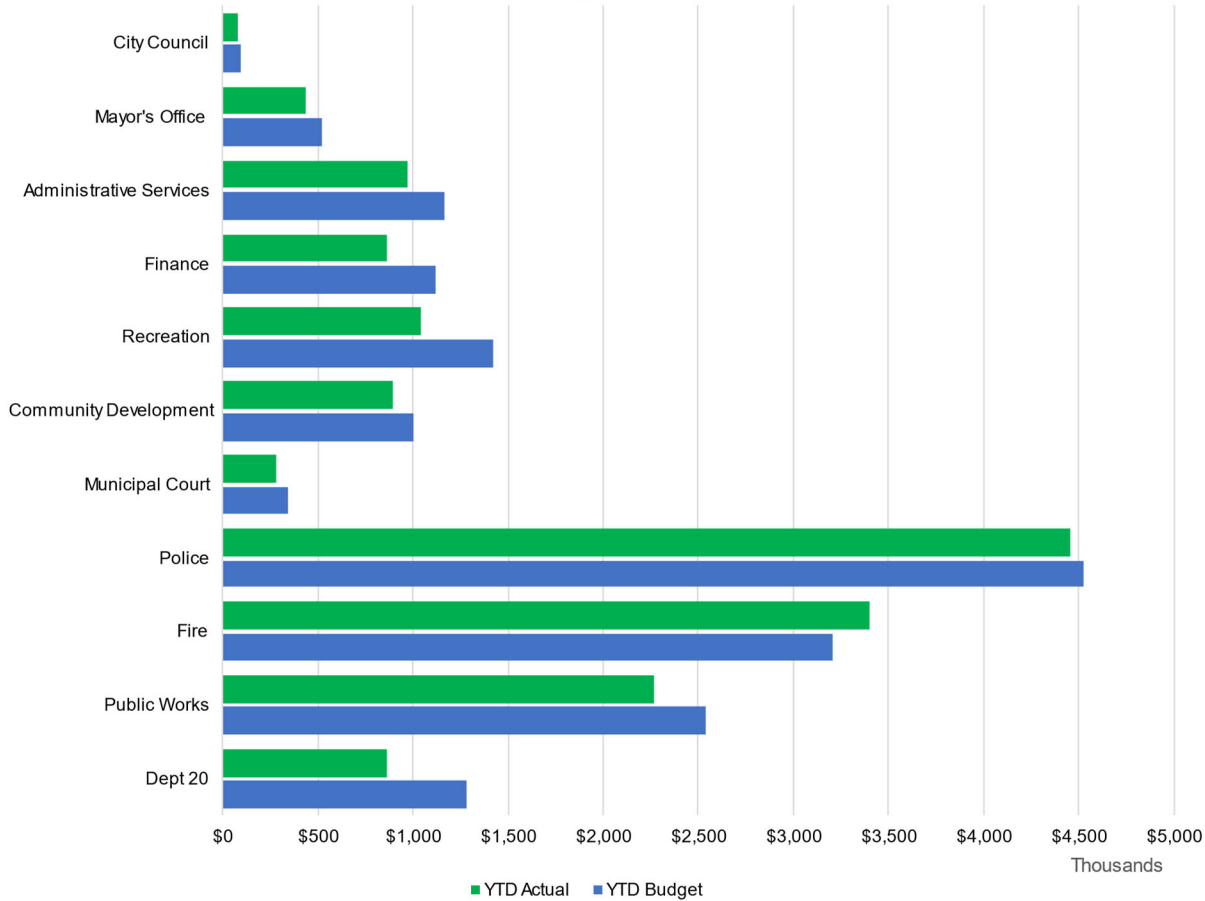
General Fund expenditures totaled \$15.6 million through March, which is \$1.7 million less than the allocated budget of \$17.2 million. The allocated budget is calculated to reflect year-to-date spending patterns of the previous year.

### **Departmental Variances**

All but one General Fund department was under their allocated budget through March 2021. Noteworthy variances are:

- The Fire Department is \$195.6 thousand over the allocated budget of \$3.2 million. The variance is related to higher salaries, overtime & benefits compared to the allocated budget. Council recently gave consensus for a year-end budget amendment to increase fire overtime by \$200k.

Year to Date Department Expenditures Compared to Allocated Budget  
Through March 2021



**GENERAL FUND**

CITY OF TUKWILA

GENERAL FUND EXPENDITURES

Year-to-Date as of March 31, 2021

EXPENDITURES BY DEPARTMENT	BUDGET		ACTUAL			COMPARISON OF RESULTS			
	2021 ANNUAL	2021 ALLOCATED	2019	2020	2021	Allocated Budget vs Actuals OVER/(UNDER)	% EXPENDED	% CHANGE	
			2019	2020	2021			2019/2020	2020/2021
01 City Council	\$ 363,618	\$ 96,456	\$ 89,854	\$ 89,070	\$ 78,406	\$ (18,050)	22%	-1%	-12%
03 Mayor's Office	2,104,126	520,954	532,746	571,677	432,775	(88,179)	21%	7%	-24%
04 Administrative Services	4,984,464	1,168,407	936,451	1,014,020	974,540	(193,867)	20%	8%	-4%
05 Finance	3,049,858	1,118,703	770,812	934,734	860,131	(258,571)	28%	21%	-8%
07 Recreation	4,260,543	1,418,500	1,168,393	1,222,941	1,041,407	(377,094)	24%	5%	-15%
08 Community Development	4,069,943	1,001,046	843,509	813,176	892,111	(108,935)	22%	-4%	10%
09 Municipal Court	1,272,888	345,170	292,598	339,361	284,856	(60,314)	22%	16%	-16%
10 Police	18,286,665	4,524,241	4,563,165	4,358,660	4,453,562	(70,680)	24%	-4%	2%
11 Fire	12,706,860	3,207,120	3,266,836	3,262,627	3,402,756	195,636	27%	0%	4%
13 Public Works	6,584,325	2,535,711	2,476,093	2,392,416	2,268,672	(267,039)	34%	-3%	-5%
<b>Subtotal</b>	<b>57,683,290</b>	<b>15,936,308</b>	<b>14,940,456</b>	<b>14,998,681</b>	<b>14,689,214</b>	<b>(1,247,094)</b>	<b>25%</b>	<b>0%</b>	<b>-2%</b>
20 Dept 20	5,462,760	1,279,870	2,340,497	886,326	865,690	(414,180)	16%	-62%	-2%
<b>Total Expenditures</b>	<b>\$ 63,146,050</b>	<b>\$ 17,216,178</b>	<b>\$ 17,280,953</b>	<b>\$ 15,885,007</b>	<b>\$ 15,554,904</b>	<b>\$ (1,661,274)</b>	<b>25%</b>	<b>-8%</b>	<b>-2%</b>

Percent of year completed 25%



**GENERAL FUND**

CITY OF TUKWILA

GENERAL FUND EXPENDITURES

Year-to-Date as of March 31, 2021

SALARIES AND BENEFITS	BUDGET		ACTUAL			COMPARISON OF RESULTS				
	2021	2021	2019	2020	2021	Allocated Budget vs Actuals OVER/(UNDER)	% EXPENDED	% CHANGE		
	ANNUAL	ALLOCATED						2019/	2020/	
11 Salaries	\$ 28,723,860	\$ 7,393,216	\$ 6,916,414	\$ 7,235,293	\$ 6,956,941	\$ (436,275)	24%	5%	-4%	
12 Extra Labor	347,528	245,321	162,485	115,373	4,119	(241,203)	1%	-29%	-96%	
13 Overtime	1,218,115	321,718	438,748	328,396	473,154	151,436	39%	-25%	44%	
15 Holiday Pay	515,500	5,105	5,996	3,900	4,766	(339)	1%	-35%	22%	
21 FICA	1,872,655	495,145	448,222	458,077	432,603	(62,542)	23%	2%	-6%	
22 Pension-LEOFF	899,828	206,913	213,775	222,557	212,918	6,005	24%	4%	-4%	
23 Pension-PERS/PSERS	1,631,377	436,245	428,769	444,436	408,726	(27,519)	25%	4%	-8%	
24 Industrial Insurance	875,820	257,551	225,284	260,522	250,400	(7,151)	29%	16%	-4%	
25 Medical & Dental	6,904,119	1,680,855	1,418,149	1,576,986	1,558,562	(122,293)	23%	11%	-1%	
26 Unemployment	-	-	-	6,681	-	-	-	-	-100%	
28 Uniform/Clothing	8,525	631	725	432	667	36	8%	-40%	54%	
<b>Total Salaries &amp; Benefits</b>	<b>\$ 42,997,327</b>	<b>\$ 11,042,700</b>	<b>\$ 10,258,567</b>	<b>\$ 10,652,653</b>	<b>\$ 10,302,855</b>	<b>\$ (739,844)</b>	<b>24%</b>	<b>4%</b>	<b>-3%</b>	

SUPPLIES, SERVICES AND CAPITAL	BUDGET		ACTUAL			COMPARISON OF RESULTS				
	2021	2021	2019	2020	2021	Allocated Budget vs Actuals OVER/(UNDER)	% EXPENDED	% CHANGE		
	ANNUAL	ALLOCATED						2019/	2020/	
0 Transfers	\$ 5,462,760	\$ 1,279,870	\$ 2,340,497	\$ 886,326	\$ 865,690	\$ (414,180)	16%	-62%	-2%	
31 Supplies	1,055,711	283,555	310,851	216,715	148,112	(135,443)	14%	-30%	-32%	
34 Items Purchased for resale	13,000	10,000	-	235	239	(9,761)	2%	-	2%	
35 Small Tools	66,450	16,580	9,416	38,060	13,750	(2,830)	21%	304%	-64%	
41 Professional Services	5,439,071	972,205	1,065,196	875,206	940,628	(31,577)	17%	-18%	7%	
42 Communication	481,810	114,880	78,437	93,517	60,123	(54,758)	12%	19%	-36%	
43 Travel	83,196	55,899	53,653	30,257	2,906	(52,994)	3%	-44%	-90%	
44 Advertising	34,750	5,117	2,209	4,538	895	(4,221)	3%	105%	-80%	
45 Rentals and Leases	2,166,137	445,067	697,822	323,355	520,577	75,510	24%	-54%	61%	
46 Insurance	1,030,329	1,030,164	883,280	987,519	1,107,054	76,890	107%	12%	12%	
47 Public Utilities	1,991,445	1,276,250	1,136,447	1,209,338	1,264,491	(11,759)	63%	6%	5%	
48 Repairs and Maintenance	651,669	171,370	233,836	201,394	125,258	(46,112)	19%	-14%	-38%	
49 Miscellaneous	1,153,730	382,855	210,743	365,895	202,325	(180,530)	18%	74%	-45%	
64 Machinery & Equipment	518,665	129,666	-	-	-	(129,666)	0%	-	-	
<b>Total Operating Expenses</b>	<b>20,148,723</b>	<b>6,173,479</b>	<b>7,022,386</b>	<b>5,232,354</b>	<b>5,252,049</b>	<b>(921,430)</b>	<b>26%</b>	<b>-25%</b>	<b>0%</b>	
<b>Total Expenses</b>	<b>\$ 63,146,050</b>	<b>\$ 17,216,178</b>	<b>\$ 17,280,953</b>	<b>\$ 15,885,007</b>	<b>\$ 15,554,904</b>	<b>\$ (1,661,274)</b>	<b>25%</b>	<b>-8%</b>	<b>-2%</b>	

Percent of year completed 25%





**INFORMATIONAL MEMORANDUM**

TO: Finance & Governance Committee  
 FROM: Vicky Carlsen, Finance Director  
 BY: Aaron Williams, Fiscal Coordinator  
 CC: Mayor Ekberg  
 DATE: May 24, 2021  
 SUBJECT: 2021 1st Quarter Cash & Investment Report

**ISSUE**

The Quarterly Cash & Investment Report is provided to the Finance Committee in accordance with the City's Investment Policy.

**SUMMARY OF INVESTMENT POLICY**

It is the policy of the City of Tukwila to invest public funds in a manner that will provide maximum security with the highest investment return while meeting the daily cash flow demands of the City while conforming to all state and local statutes governing the investment of public funds.

**INVESTMENT HOLDINGS**

As of March 31, 2021, the portfolio totaled \$63.4 million comprised of \$59.3 million in cash and cash equivalents and \$4.1 million in longer term investments. The attached "Cash and Investment Report" provides additional details on the cash and investment holdings of the City.

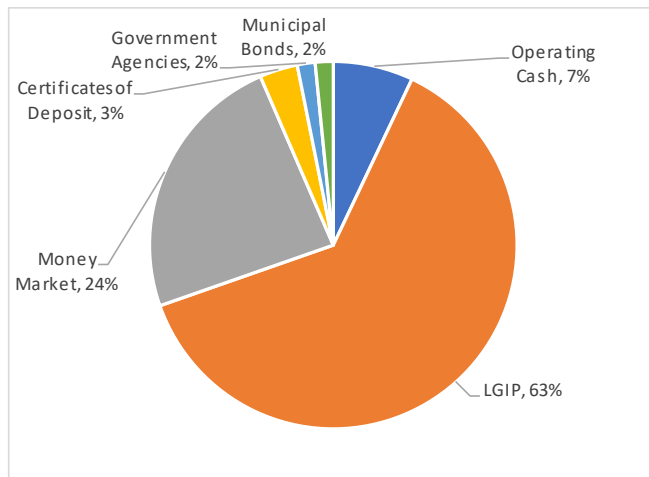
Below is a comparison of the current portfolio allocation compared to the prior year-end.

**Portfolio Allocation 3/31/2021**

Operating Cash	4,465,518	7%
LGIP	39,703,227	63%
Money Market	15,131,571	24%
Certificates of Deposit	2,122,550	3%
Government Agencies	1,000,000	2%
Municipal Bonds	1,000,825	2%
	<u>63,423,691</u>	

**Portfolio Allocation 12/31/2020**

Operating Cash	10,358,248	15%
LGIP	41,690,157	59%
Money Market	15,123,022	22%
Certificates of Deposit	2,106,948	3%
Government Agencies	-	0%
Municipal Bonds	1,000,195	1%
	<u>70,278,570</u>	



**INVESTMENT ACTIVITY**

Interest earnings on cash and money market investments during the first quarter were \$21,620. The City held a \$2M 2-year CD with Sound Community Bank which earned \$15,602 during the year, but matured mid-March. The City chose to liquidate this account and the funds were returned to the City in early April.

Longer term investments held by the City are projected to pay \$31,875 during the year with a \$500k bond scheduled to mature in June. One new bond investment was purchased during the first quarter, investing \$1 million in a FHLB Bond paying 0.625%. Additional Bond investments will be pursued during the year as opportunities are identified.

The chart below provides the investment income Budget to Actual for the Government Funds and Enterprise funds.

<b>Investment Income</b>	<b>Annual Budget</b>	<b>YTD Actuals</b>	<b>Pct of Budget</b>
Government Funds	\$ 290,500	\$ 13,561	4.7%
Enterprise Funds	118,000	23,660	20.1%
	<b>\$ 408,500</b>	<b>\$ 37,221</b>	<b>9.1%</b>

**RETURN ON INVESTMENTS**

The current portfolio yield on March 31st was 0.21% with the Washington State LGIP and the Columbia Bank money market accounts were earning 0.113% and 0.22%, respectively.

Longer term investment holdings have an average return of 1.15%.

**POLICY COMPLIANCE AND LIQUIDITY ANALYSIS**

The portfolio profile is within the range of all investment policy parameters. See “Policy Compliance & Liquidity Analysis” attachment for additional detail.

The portfolio benchmark is the 2-year treasury rate, which is closely tied to the changes in the Federal Reserve Fed Funds Rate. In response to the COVID-19 pandemic, there were significant cuts to the Fed Funds Rate reducing the rate to 0.16% currently. The chart below illustrates the 2-year treasury rate over the past 5 years.

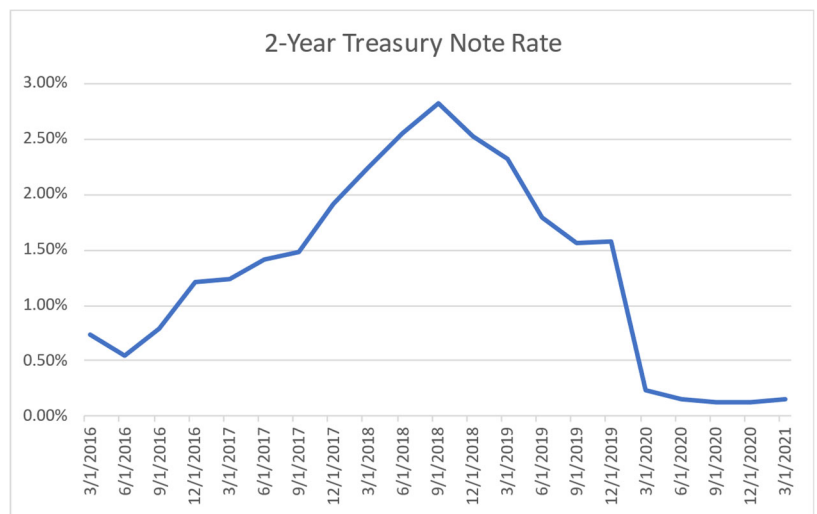
The investment portfolio will continue to be managed to take advantage of investment opportunities as they arise while maintaining adequate liquidity to meet obligations.

**RECOMMENDATION**

Presentation is for information only.

**ATTACHMENTS**

2021-Q1 Cash and Investment Report  
Policy Compliance & Liquidity Analysis

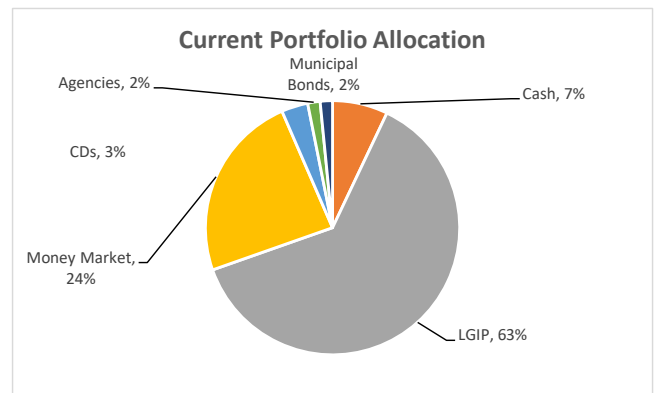


**CITY OF TUKWILA**  
**Cash and Investment Details**  
**CASH & INVESTMENT REPORT**  
**March 31, 2021**

Agency / Issuer	Rating Moody's	Investment Type	Purchase Date	Maturity Date	(a) Term Yrs.	Par Value	Book Balance	(c) Yield to Maturity	(d) Annualized Return
<b>CASH &amp; CASH EQUIVALENTS</b>									
US Bank Operating Cash		Depository	-	(b)	-	4,465,518	<b>4,465,518</b>	0.20%	8,931 (e)
Washington State Treasurer		LGIP Investment Pool	-	(b)	-	39,703,227	<b>39,703,227</b>	0.11%	45,222 (f)
Columbia Bank		Money Market	-	(b)	-	15,131,571	<b>15,131,571</b>	0.22%	33,289 (f)
<b>Total Cash &amp; Cash Equivalents</b>						59,300,316	<b>59,300,316</b>	0.15%	87,442
<b>INVESTMENTS</b>									
<b>Certificates of Deposits</b>									
Sound Community Bank		Certificate of Deposit	3/4/2019	3/4/2021	-0.1	2,122,550	<b>2,122,550</b>	2.97%	15,602 (g)
<b>TOTAL CERTIFICATES OF DEPOSIT</b>						2,122,550	<b>2,122,550</b>	0.74%	15,602
<b>Agencies</b>									
Federal Home Loan Bank		US agency	02/2021	2/24/2026	0.1	1,000,000	<b>1,000,000</b>	0.63%	6,250
<b>TOTAL AGENCIES</b>						1,000,000	<b>1,000,000</b>	0.63%	6,250
<b>Taxable Municipal Bonds</b>									
Multnomah County OR GO LTD	Aaa	Revenue Bonds	08/2017	6/1/2021	0.2	500,000	<b>499,715</b>	2.28%	- (h)
Burien WA GO LTD Bld Am Bnds	Aa2	LTGO	12/2017	12/1/2025	4.7	500,000	<b>501,110</b>	5.13%	25,625
<b>TOTAL MUNICIPAL BONDS</b>						1,000,000	<b>1,000,825</b>	2.56%	25,625
<b>Total Investments</b>						4,122,550	<b>4,123,375</b>	1.15%	47,477
Interest earned from matured/called investments									
<b>TOTAL CASH, CASH EQUIVALENTS &amp; INVESTMENTS</b>						<b>\$ 63,422,866</b>	<b>\$ 63,423,691</b>	<b>0.21%</b>	<b>\$ 134,919</b>

↑  
**Current Portfolio Yield**

- (a) On Callable bonds, term is calculated to final maturity even though call date may occur first; term of liquid investments is one day; on sinking fund bonds, average maturity is used to calculate term.  
(b) No fixed maturity, funds are available within one day.  
(c) Yield to Maturity represents average rate for the year for various investment vehicles.  
(d) Annualized Return represents actual earnings for the fiscal year for bonds.  
(e) Represents earning credit from US Bank. City earned interest up to the amount of fees.  
(f) Represents rate in effect for period ending this report.  
(g) Sound Comm Bank CD matured as of Mar-21, deposit returned to City in April.  
(h) Zero coupon bonds, pays no interest until matured.



**CITY OF TUKWILA**  
**Policy Compliance & Liquidity Analysis**  
**CASH & INVESTMENT REPORT**  
**March 31, 2021**

	Portfolio Amount	As of Report Date		
		Available Within 1 Year	Available Within 5 Years	Available in 5 - 10 Years
<b>Liquidity Analysis &amp; Maturity Diversification</b>				
Funds immediately available - US Bank, State LGIP, Money market	\$ 59,300,316	\$ 59,300,316	\$ 59,300,316	
Fixed Maturity Investments, maturing in:				
0-90 days after Report Date	2,622,550			
91-180 days after Report Date	-			
181-270 days after Report Date	-			
271-360 days after Report Date	-			
Investments maturing in 1 year or less	2,622,550	2,622,550	2,622,550	
Investments maturing in 1-2 years	-			
Investments maturing in 2-3 years	-			
Investments maturing in 3-4 years	-			
Investments maturing in 5-10 years	1,500,000			1,500,000
Investments maturing in more than 1 year and less than 10 years.	1,500,000			
<b>TOTALS</b>	<b>\$ 63,422,866</b>	<b>\$ 61,922,866</b>	<b>\$ 61,922,866</b>	<b>\$ 1,500,000</b>
		98%	98%	2%

	Portfolio Amount	% of Total	POLICY MAXIMUM	Policy Met?
<b>Financial Institution Diversification</b>				
US Bank	\$ 4,465,518	7.0%	50.0%	Yes
Columbia Bank	15,131,571	23.9%	50.0%	Yes
Sound Community Bank	2,122,550	3.3%	50.0%	Yes
Investments in Financial Institutions	21,719,639	34.2%		
Investments in US Government and other non-financial institutions	41,703,227	65.8%		
Total	<b>\$ 63,422,866</b>	<b>100.0%</b>		

	Portfolio Amount	% of Total	POLICY MAXIMUM	Policy Met?
<b>Investment Mix</b>				
Depository	4,465,518	7.0%	insured by PDPC	Yes
State Investment Pool	39,703,227	62.6%	75.0%	Yes
Money market	15,131,571	23.9%	insured by PDPC	Yes
Certificate of Deposit	2,122,550	3.3%	insured by PDPC	Yes
US Agency	1,000,000	1.6%	75.0%	Yes
Municipal Bonds	1,000,000	1.6%	no limit specified in policy	Yes
Total	<b>63,422,866</b>	<b>100.0%</b>		

<b>Weighted Average Maturities:</b>		<b>Years</b>	<b>Performance Analysis</b>	
Certificates of deposit		0.0	Current portfolio yield	0.21%
Agencies		4.9		
Municipal bonds		2.2		
Total Investments		1.7	<b>Benchmarks:</b> 2 year treasury	0.16%
POLICY MAXIMUM		3.5	Local Govt Invst Pool	0.13%
Policy Met?		Yes		

Note: Cash and cash equivalents are available within one day and are not factored into the Total Investments weighted average maturity.