



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety
CC: Mayor Ekberg, David Cline
FROM: Stacy Hansen, Human Services Program Coordinator
DATE: November 23, 2020
SUBJECT: Human Services Contracts over \$40,000 for 2021-22 funding cycle

ISSUE

Human Services contracts with community-based organizations to support residents' human services needs. Seven contracts are above the mayor's signature authority and require Council approval.

City Council recently passed the 2021/2022 biennial budget, which included a one-time budget increase for human services of an additional \$250,000 for the 2021 calendar year. \$38,712 of the \$250,000 increase was allocated to nine previously funded Human Services agencies. The remaining funds will go to a part-time staff member and the bulk of them for rental and utility assistance. Three of the nine agencies with contracts over the \$40,000 threshold were increased with the Council's additional funding for Human Services. Those three are starred * below.

- Catholic Community Services
• Children's Therapy Center (joint MOU)
• Childhaven (behavioral health)
• Childhaven (substance use)
• * Multi-Service Center
• * Refugee Women's Alliance
• * Tukwila Pantry

DISCUSSION

These Human Services program contracts are part of the larger, 2021-2022 Administrative Services Department budget. As done previously, each contract is for a two-year period. Information on the contracts above the threshold, including agency, program and budget information are detailed below:

Table with 2 columns: Contract/Program and 2 yr contract total. Rows include Catholic Community Services, Children's Therapy Center, Childhaven, Multi Service Center, Refugee Women's Alliance, Tukwila Pantry, and Total amount \$536,836.00.

RECOMMENDATION

Staff is asking Council to forward the contract authorization request to the first Regular Council consent agenda in January.

ATTACHMENTS

2021/22 HS Contracts over \$40K spreadsheet

- Proposed - Catholic Community Services contract
- Proposed - Children's Therapy Center (Tukwila is Lead on MOU) contract
- Proposed - Childhaven Out-Patient Behavioral Health contract
- Proposed - Childhaven Substance Use contract
- Proposed - Multi-Service Center contract
- Proposed - Refugee Women's Alliance contract
- Proposed - Tukwila Pantry contract

2019-20 Human Services contracts over \$40,000

		2021	2022	2021/22
	<u>Contract</u>	<u>annual amount</u>	<u>annual amount</u>	<u>contract total</u>
1	Catholic Community Services (Emergency financial assistance)	\$25,000.00	\$25,000.00	\$50,000.00
2	** Children's Therapy Center (therapeutic medical services) - joint MOU	\$38,756.00	\$38,756.00	\$77,512.00
3	Childhaven (out patient behavioral health)	\$55,092.00	\$55,092.00	\$110,184.00
4	Childhaven (substance use)	\$31,320.00	\$31,320.00	\$62,640.00
5	Multi Service Center (Emergency financial assistance)	\$55,000.00	\$47,000.00	\$102,000.00
6	Refugee Women's Alliance (Basic Family Needs)	\$30,000.00	\$27,500.00	\$57,500.00
7	Tukwila Pantry (Food pantry)	\$40,000.00	\$37,000.00	\$77,000.00
	<u>HIGHLIGHTED IN RED ARE PART OF COVID INCREASES IN 2021 ONLY</u>			
	Total amount	\$275,168.00	\$261,668.00	\$536,836.00
4	Children's Therapy Center - Joint MOU partner city awards			
	Burien	\$7,000.00	\$7,000.00	\$14,000.00
	Covington-not finalized	\$5,000.00	\$5,000.00	\$10,000.00
	Des Moines	\$4,000.00	\$4,000.00	\$8,000.00
	Federal Way -not finalized	\$8,000.00	\$8,000.00	\$16,000.00
	Renton	\$7,500.00	\$7,500.00	\$15,000.00
	** Tukwila (the only amount coming from the Tukwila budget)	\$7,256.00	\$7,256.00	\$14,512.00
	Total joint MOU amount	\$38,756.00	\$38,756.00	\$77,512.00



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Catholic Community Services, hereinafter referred to as "the Contractor," whose principal office is located at 100 23rd Ave. S., Seattle, WA 98144.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$25,000 for 2021 and \$25,000 for 2022.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 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 Contractor'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 Contractor's insurance and shall not contribute 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.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Catholic Community Services	2021 Funding:	\$25,000.00
Program:	Emergency Assistance Program	2022 Funding:	\$25,000.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$50,000.00

Definition of Service Unit: Emergency financial assistance to low-income residents to assist with meeting basic needs including shelter and a variety of utilities (electricity, water, sewer, gas, septic, etc.).

Quarter	Service Unit	# of Units	Cumulative Total
1st	Unduplicated City of Tukwila residents served	3	3
	Number of vouchers written	3	3
2nd	Unduplicated City of Tukwila residents served	3	6
	Number of vouchers written	3	6
3rd	Unduplicated City of Tukwila residents served	3	9
	Number of vouchers written	2	8
4th	Unduplicated City of Tukwila residents served	3	12
	Number of vouchers written	2	10
ANNUAL GOALS	Unduplicated Tukwila Residents	12	12
	Number of vouchers written	10	10

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel	\$12,500.00
Non-Personnel/direct financial assistance	\$12,500.00
Budget/Award annual award	\$25,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 93% of households will avoid eviction and/or utility shut off.

Measurement: Upon completion of intake, the case manager communicates with the landlord and/or utility company to ensure that payment from the Emergency Assistance program is going to prevent eviction and retain housing and/or keep the utilities on in their home. This result is then documented in our Clarity database system.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st 2022 / January 31st 2023



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

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WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

WHEREAS, the City is a party to a Memorandum of Understanding Between the Cities of Burien, Covington, Des Moines, Federal Way, Renton, and Tukwila (Lead City) for Planning, Funding, and Implementation of a Joint Human Services Application and Funding Program (the "MOU"); and

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
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6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute 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.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
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- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

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11. **Discrimination Prohibited.** The Consultant, 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 and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. **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.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

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6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law: Venue: Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____
Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney
CA Revised May 2020

Exhibit A 2021-2022 Service Report

Joint MOU for Burien, Covington, Des Moines, Federal Way, Renton, Tukwila

To: City of Tukwila Stacy Hansen Human Services 6200 Southcenter Blvd. Tukwila, WA 98188 stacy.hansen@tukwilawa.gov , 206-433-7180	Agency: Children's Therapy Center Kelli Nakayama 10811 SE Kent-Kangley Kent, WA 98030 kellin@ctckids.org , 253-216-0772
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The Agency shall provide residents in the MOU cities of Tukwila, Burien, Covington, Des Moines, Federal Way and Renton (the "Cities") with a variety of necessary therapeutic services, including but not limited to: Physical therapy, occupational therapy, speech therapy, oral motor and feeding, social skills, aquatic and hippotherapy, fitness center group, early intervention and parent education.

2021-2022 SERVICE UNITS

Burien Performance Measures \$7,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	24	6	6	6	6
Number of Medical Care Visits	48	12	12	12	12

Covington Performance Measures \$5,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	18	5	5	4	4
Number of Medical Care Visits	35	10	10	8	7

Des Moines Performance Measures \$4,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	14	4	4	3	3
Number of Medical Care Visits	28	7	7	7	7

Federal Way Performance Measures \$8,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	28	7	7	7	7
Number of Medical Care Visits	55	14	14	14	13

Renton Performance Measures \$7,500	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	26	7	7	6	6
Number of Medical Care Visits	52	13	13	13	13

Tukwila Performance Measure \$7,256	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	25	7	6	6	6

Number of Medical Care Visits	50	14	12	12	12
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The City of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operating	\$38,756.00
Non-Personnel	
Budget/Annual award total	\$38,756.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 75% of children birth to three who receive at least 6 months of CTC services and children ages 3-18 who receive at least 12 weeks of CTC services will make “good” or “great” progress towards their treatment goals.

Measurement: For every child in our Early Intervention program, their therapy team completes a Child Outcomes Summary (COS), a standardized tool that rates a child’s functioning relative to age-expected behaviors at intake and exit (when the child turns 3 or when they no longer need services, whichever comes first). The # enrolled in the program is all children served by CTC during the year. The # measured for outcome is the # of children who graduate from our EI program after at least 6 months. The # achieving the outcome is the # of children who exit the program who improved their acquisition of knowledge and skills.

Quarterly Reports: The Agency shall prove to the City of Tukwila with quarterly reports outlining the Agency’s progress in meeting these performance measures. These quarterly reports shall describe the services provided specifically to each of the Cities. These quarterly reports shall be provided on the due dates specified below.

QUARTERLY REPORTS	DUE DATES
1 st thru 3 rd quarter reports	1 st = April 15 th 2 nd = July 15 th 3 rd = October 15 th
4 th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31 st , 2022 / January 31 th 2023

Regular Monitoring Visit: The Agency shall allow the City to conduct a regular monitoring visit to the Agency, at a date and time agreeable to the parties.

Joint MOU Cities

OPERATING BUDGET FOR 20 PLANNED QUARTERLY EXPENDITURES CHILDREN'S THERAPY CENTER

ANNUAL BUDGET SUMMARY	ANNUAL AWARD	QUARTERLY AWARD
BURIEN	\$7,000.00	\$1750.00
COVINGTON	\$5,000.00	\$1,250.00
DES MOINES	\$4,000.00	\$1,000.00
FEDERAL WAY	\$8,000.00	\$2000.00
RENTON	\$7,500.00	\$1875.00
TUKWILA	\$7,256.00	\$1814.00
TOTAL	\$38,756.00	\$9,689.00



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Childhaven, hereinafter referred to as "the Contractor," whose principal office is located at 316 Broadway, Seattle, WA 98122.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$55,092 for 2021 and \$55,092 for 2022.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Childhaven	2021 Funding:	\$55,092.00
Program:	Out-Patient Behavioral Health (OP-BH)	2022 Funding:	\$55,092.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$110,184.00

Definition of Service Unit: School-based behavioral health services in all Tukwila schools. Therapists will work with students and their family members to address a variety of emotional and behavioral issues.

Quarter	Service Unit	# of Units	Quarterly amount
1st	Unduplicated City of Tukwila residents served	20	
	Number of hours of counseling, c/m, groups	185	
	Include Tukwila specific narrative		\$13,773.00
2nd	Unduplicated City of Tukwila residents served	14	
	Number of hours of counseling, c/m, groups	125	
	Include Tukwila specific narrative		\$13773.00
3rd	Unduplicated City of Tukwila residents served	4	
	Number of hours of counseling, c/m, groups	36	
	Include Tukwila specific narrative		\$13,773.00
4th	Unduplicated City of Tukwila residents served	10	
	Number of hours of counseling, c/m, groups	94	
	Include Tukwila specific narrative		\$13,773.00
Annual Goals	<i>Unduplicated residents</i> <i>Hours of counseling, c/m and groups</i>	48 440	\$55,092.00

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operations	\$55,092.00
Non-Personnel	\$
<i>Budget/Annual Award total</i>	\$55,092.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 70% of behavioral health clients (youth with emotional and/or behavioral disturbance) will develop/strengthen coping skill to improve their behavioral health.

Measurement: Monthly tracking process for specific goals identified in individual treatment plans. Goals are reviewed monthly by the client and clinician to assess progress and success rate in meeting the goal.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st 2022 / January 31st 2023



CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Childhaven, hereinafter referred to as "the Contractor," whose principal office is located at 316 Broadway, Seattle, WA 98122.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$31,320 for 2021 and \$31,320 for 2022.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Childhaven	2021 Funding:	\$31,320.00
Program:	Substance Use (SUD)	2022 Funding:	\$31,320.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$62,640.00

Definition of Service Unit: School-based substance use counseling, behavioral health services, group sessions, assessments, and case management for students at Showalter Middle and Foster High School.

Quarter	Service Unit	# of Units	Quarterly amount
1st	Unduplicated City of Tukwila residents served	4	
	Number of hours of substance use counseling, group sessions, assessments, case management.	94	
	Include Tukwila specific narrative		\$7830.00
2nd	Unduplicated City of Tukwila residents served	2	
	Number of hours of substance use counseling, group sessions, assessments, case management.	48	
	Include Tukwila specific narrative		\$7830.00
3rd	Unduplicated City of Tukwila residents served	1	
	Number of hours of substance use counseling, group sessions, assessments, case management.	23	
	Include Tukwila specific narrative		\$7830.00
4th	Unduplicated City of Tukwila residents served	3	
	Number of hours of substance use counseling, group sessions, assessments/case management.	71	
	Include Tukwila specific narrative		\$7830.00
ANNUAL GOALS	Unduplicated Tukwila Residents	10	
	Hours of substance use, assessments, case management and group sessions	236	\$31,320

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator. The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operating	\$31,320.00
Non-Personnel	\$
Budget/Annual Award total	\$31,320.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program's progress toward Outcomes as specified below.

Outcome:

Health – Minimum 80% of Tukwila youth served will make progress in addressing issues impacted by alcohol/drug dependency, as indicated by substantial achievement of agreed upon treatment goals (an individualized treatment plan, improve communication with parents, etc.).

Measurement: Outcome is measured using progress on meeting treatment plan goals. Clinicians work with clients on self-directed goals establishing academic and personal success. Goals are reviewed monthly to assess and rate success.

QUARTERLY REPORTS	DUE DATES
1 st thru 3 rd quarter reports	1 st = April 15 th
	2 nd = July 15 th
	3 rd = October 15 th
4 th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31 st 2022 / January 31 st 2023



CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Multi Service Center, hereinafter referred to as “the Contractor,” whose principal office is located at P.O. Box 23699, 1200 S. 336th St., Federal Way, WA 98003.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$55,000 for 2021 and \$47,000.00 for 2022.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement,

except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 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 Contractor'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 Contractor's insurance and shall not contribute 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.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.
8. **Record Keeping and Reporting.**
- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.
10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant, 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 and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Multi Service Center	2021 Funding:	\$55,000.00
Program:	Emergency Assistance Program	2022 Funding:	\$47,000.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$102,000.00

Definition of Service Unit: Direct financial assistance for eviction prevention, utilities, water, sewer bills to assist Tukwila residents in maintaining their housing.

*Funds will be used to for direct financial assistance \$33,000 and \$12,000 (pending) for administrative costs.

Quarter	Service Unit	# of Units	Cumulative Total
1st	Unduplicated City of Tukwila residents served	25	
	Number of vouchers written	12	
	Include Tukwila specific narrative		
2nd	Unduplicated City of Tukwila residents served	25	
	Number of vouchers written	12	
	Include Tukwila specific narrative		
3rd	Unduplicated City of Tukwila residents served	25	
	Number of vouchers written	12	
	Include Tukwila specific narrative		
4th	Unduplicated City of Tukwila residents served	25	
	Number of vouchers written	12	
	Include Tukwila specific narrative		
ANNUAL GOALS	Unduplicated Tukwila Residents	100	
	Number of vouchers written	48	

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency's control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City's Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

	2021	2022
Personnel	\$	
Non-Personnel/Direct financial assistance	\$	
Budget/Award annual total	\$55,000.00	\$47,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 75% of households served are stable six months after receiving MSC services and do not return to homeless or unstable living situations.

Measurement: Case files are maintained on each household receiving assistance and follow up data is collected to determine if they remain housed.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2022 / January 31th 2023



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Refugee Women's Alliance, hereinafter referred to as "the Contractor," whose principal office is located at 4008 Martin Luther King Jr. Way S., Seattle, WA 98108.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$30,000.00 for 2021 and \$27,500.00 for 2022.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Refugee Women’s Alliance	2021 Funding:	\$30,000.00
Program:	Basic Needs, Case Management towards Self-Sufficiency	2022 Funding:	\$27,500.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$57,500.00

Definition of Service Unit: Case management hours. Services include: advocacy, barrier removal, housing, financial assistance, health, employment and social service referrals, system navigation, life skills, job skills, self-sufficiency coaching, family integration with new community.

Quarter	Service Unit	# of Units	Quarterly Billable 2021	Quarterly Billable 2022
1st	Unduplicated City of Tukwila residents served	12		
	Number of hours of case management	93		
			\$7500.00	\$6875.00
2nd	Unduplicated City of Tukwila residents served	12		
	Number of hours of case management	93		
			\$7500.00	\$6875.00
3rd	Unduplicated City of Tukwila residents served	13		
	Number of hours of case management	93		
			\$7500.00	\$6875.00
4th	Unduplicated City of Tukwila residents served	13		
	Number of hours of case management	93		
			\$7500.00	\$6875.00
ANNUAL GOALS	Unduplicated Tukwila Residents	50		
	Hours of case management	372	\$30,000.00	\$27,500.00

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

2021- Pending

Personnel/Admin	\$17,755.00 = \$4,438.75 billable per quarter
Non-Personnel/Direct Services	\$8,745.00 = \$2,186.25 billable per quarter
Budget/Annual award total	\$30,000.00

2022 - Pending

Personnel/Admin	\$17,755.00 = \$4,438.75 billable per quarter
Non-Personnel/Direct Services	\$8,745.00 = \$2,186.25 billable per quarter
Budget/Annual award total	\$27,500.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program's progress toward Outcomes as specified below.

Outcome: 85% of participants will have increase knowledge of available resources and support in accessing them. Participants in emergency situations shall receive financial assistance to prevent utility shut-off and/or eviction.

Measurement: Case managers capture and record clients served, case management hours, services provided (including but not limited to program referrals, successful employment, housing, increase in benefits, etc.). Follow up is conducted with all clients and progress/outputs/outcomes are document in case notes, tabulated and reported annually.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2022 / January 31ST 2023



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Tukwila Pantry, hereinafter referred to as “the Contractor,” whose principal office is located at 3118 S. 140th St., Tukwila, WA, 98168.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$40,000.00 for 2021 and \$37,000.00 for 2022.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. 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.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2021-2022 Program Services Agreement

Agency:	Tukwila Pantry	2021 Funding:	\$40,000.00
Program:	Tukwila Pantry food distribution services	2022 Funding:	\$37,000.00
Effective Date:	January 1, 2021 – December 31, 2022	Total:	\$77,000.00

Definition of Service Unit: Report number of unduplicated Tukwila residents. Report pounds of food distributed to all Tukwila residents.

* No goal set – ‘report on’ function. * Narrative due quarterly on trends and needs. * Quarterly budget sheet to be submitted.

Quarter	Service Unit	# of Units	Quarterly Billable 2021	Quarterly Billable 2022
1st	Unduplicated City of Tukwila residents served	Report on		
	Number of pounds of food distributed	Report lbs.		
			\$10,000.00	\$9250.00
2nd	Unduplicated City of Tukwila residents served	Report on		
	Number of pounds of food distributed	Report lbs.		
			\$10,000.00	\$9250.00
3rd	Unduplicated City of Tukwila residents served	Report on		
	Number of pounds of food distributed	Report lbs.		
			\$10,000.00	\$9250.00
4th	Unduplicated City of Tukwila residents served	Report on		
	Number of pounds of food distributed	Report lbs.		
			\$10,000.00	\$9250.00
ANNUAL GOALS	UNDUPLICATED TUKWILA RESIDENTS POUNDS OF FOOD DISTRIBUTED	REPORT ON REPORT ON	\$40,000.00	\$37,000.00

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

	2021	2022
Personnel	\$40,000.00	\$37,000.00
Non-Personnel	\$	
Budget/Annual award total	\$40,000.00	\$37,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program's progress toward Outcomes as specified below.

Outcome: 75% of clients will report having increased access to food.

Measurement: Annual survey is collected during first of the year intake renewal process. Collected data is entered into Google Survey, which automatically tabulates and report percentages for each question. That data is obtain through a Survey Results document.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2022 / January 31st 2023