



**AGREEMENT BETWEEN CITY OF BELLEVUE
AND**

THIS AGREEMENT, entered into on this 1st day of January, 2015, is between the City of Bellevue, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and (hereinafter referred to as the "Agency").

RECITALS

WHEREAS, the City adopted human service policy guidelines pursuant to Resolution No. 5181 in October of 1989; and

WHEREAS, the City has prioritized human service needs and has allocated funds for the purpose of supporting human service activities; and

WHEREAS, the City desires to contract with the Agency to provide human service activities as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible activities, consistent with all requirements of state law and City ordinances and regulations as provided for herein; and

WHEREAS, the purpose of this Agreement is to provide for cooperation between the City and the Agency, as the parties to this Agreement, in the provision of such eligible activities;

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter provided, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for as follows.

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PART I - GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties shall consist of the Agreement for Services and recitals cover page; the General Conditions; the Federal, State and Local program requirements; the Evaluation and Record Keeping requirements; each and every attachment incorporated into this Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects incorporated as attachments to this Agreement.

2. COMMENCEMENT AND TERMINATION

This Agreement shall commence upon delivery of an Authorization to Proceed to the Agency and terminate December 31, 2016. The City shall have an option to renew this contract under the same terms and conditions for an additional term during 2016 with a termination date of December 31, 2016; provided, the City delivers a Renewal Authorization to Proceed prior to June 30, 2016.

3. SCOPE OF PROJECT

- A. The Agency shall use the funds provided herein only to perform the activities set forth in Attachment A, entitled Scope of Work, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Scope"). In the case of multiple projects, each project shall correspond to a separate Scope.
- B. The work product, as described in the Scope will be scheduled for completion no later than December 31, 2015 and should the contract be renewed for an additional term, the same work product will be scheduled for completion not later than December 31, 2016.
- C. The Agency agrees to make services, as described in the Scope, available to all city of Bellevue residents throughout the term of the Agreement.

4. ADMINISTRATION

The Agency shall appoint a liaison person who shall be responsible for overall administration of the funded program(s) and coordination with the City's Parks & Community Services Department. The Agency shall also designate one or more representatives who shall be authorized to sign the Reimbursement Requests. The names of the liaison persons and representatives shall be specified in the Scope.

5. COMPENSATION AND METHOD OF PAYMENT

- A. The City shall reimburse the Agency only for the activities specified in the Scope and in an amount not to exceed the amount specified in the Scope, plus provide any miscellaneous surplus office equipment, as available, related to the provision of services under this contract, and according to the procedures developed by the City of Bellevue. Reimbursement shall be requested using a Reimbursement Request Form submitted and signed by the Agency's authorized representative. Reimbursement is subject to the terms of Sections 6 and 7 of this Part.
- B. The Agency shall submit a properly executed Reimbursement Request and Program Accomplishments Form as frequently as desired, but at a minimum no later than fifteen (15) working days after the close of each calendar quarter throughout the term of the

project. All invoices shall be paid by mailing a City warrant (or other method of payment adopted by the City) within thirty (30) days of receipt of a complete and proper invoice. The City will issue a statement of correction in the event that the Reimbursement Request is erroneous. Payment by the City shall not constitute approval of the services for which payment is requested. The City does not, by making such payment, waive any rights it may have pursuant to this Agreement to require satisfactory performance of the services provided herein. The City reserves the right to demand and receive reimbursements made for ineligible costs.

6. OPERATING BUDGET

The Agency shall apply the funds received from the City under this Agreement in accordance with the Budget Summary detailed in the Scope. No line-item expense thereunder shall cause an excess expenditure of 10% or more of the budget line-item amount over the life of the Agreement without the prior written consent of the City. Any request for a line-item expense that exceeds 10% of the budgeted amount shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s).

7. CONTRACT PERFORMANCE

The City may use the quantity of service units actually delivered, as reported by the Agency, as a measure of satisfactory contract performance.

- A. During the course of one calendar year, if the Agency does not meet at least 90% of the annual performance goals as required the Scope, payment for services rendered under the contract will be reduced by the number of percentage points below the 90% level. For example, if actual contract performance, as calculated according to Section B below, is 87%, the total annual contract award amount shall be reduced by 3% ($90 - 87 = 3$).
- B. Contract performance shall be calculated as follows:
 - (1) At the end of each calendar year, the contracted number of all service units to Bellevue residents shall be summed into one overall service unit goal.
 - (2) For each service unit measure, the annual actual number of units provided shall be compared to the annual goal. If the number of units provided exceeds the goal for that particular measure, the actual number of units provided shall be adjusted to equal that goal.
 - (3) After the adjustments described in Section B(2) are made, the annual number of service units provided in all program measures shall be summed into one overall number for service units delivered.
 - (4) For each year, the ratio of overall service units delivered to the overall service unit goal shall constitute the contract performance level for that year.
- C. Reimbursement adjustments as described in Paragraph A of this section shall be based on cumulative data presented by the Agency in the final reimbursement request for each year and all accompanying reports.

8. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.

- B. Payment for the services provided herein is based on the expectation that future revenues will be available to the City for such purpose. Should anticipated sources of revenue not become available or become unavailable to the City for use in the Human Services Program, the City shall immediately notify the Agency in writing of such unavailability and the City and Agency shall immediately upon such notice be released from all contracted liability for that portion of the Agreement originally intended to be paid with such unavailable funds.

9. AMENDMENTS

Either party may request modifications in the scope of permissible activities, terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall be incorporated by written amendment to this Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The Agency shall not assign any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought by the Agency not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement and to proper bidding procedures to the extent provided therein. The Agency agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors and their employees and agents, as it is for the acts and omissions of its own employees and agents, as defined in Section 11(B).

11. HOLD HARMLESS AND INDEMNIFICATION

- A. The Agency agrees that it is financially responsible (liable) for any audit exception or other financial loss to the City which occurs due to the Agency's negligence or failure to comply with the terms of this Agreement.
- B. The Agency shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments and/or awards or damages, arising out of, or in any way resulting from, the acts or omissions of the Agency, its officers, employees and agents in performing this Agreement.
- C. The City shall protect, defend, indemnify and save harmless the Agency, its officers, employees and agents from any and all costs, claims, judgments and/or awards or damages, arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

12. INSURANCE

The Agency shall maintain insurance as set forth in Attachment B.

13. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the Agency or any official, employee or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the City's Human Service Program, shall have any personal financial interest, direct or indirect, in the Agreement.

- B. Interest of Subcontractor and Their Employees - The Agency agrees that it will incorporate into every Contract and subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the City Human Services Program has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any such interest on the part of the Contractor or his/her employees must be disclosed to the Agency and the City.

14. SUSPENSION AND TERMINATION OF CONTRACT

- A. Suspension for Failure to Perform – Upon notice to the Agency of a failure to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, and the Agency's failure to cure within 60 days of notice, the City reserves the right to withhold all or any part of payment, suspend all or part of the Agreement, or prohibit the Agency from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is, in addition to, and not in lieu of, the City's right to termination as provided in Paragraph B of this section. Notwithstanding the provisions of this section, the City reserves the right to pursue any remedies available at law or in equity to enforce the provisions of this Agreement.
- B. Termination by the City – Except as otherwise provided in this Agreement, the Agreement is subject to termination upon 30 days written notice by the City to the Agency should:
- (1) The Agency mismanage or make improper or unlawful use of City funds; or
 - (2) The Agency fail to comply with the terms and conditions contained herein or applicable federal, state or City Laws, ordinances and resolutions; or
 - (3) The Agency fail to carry out activities or performance required by this Agreement; or
 - (4) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect; or
 - (5) Services as described in the Scope cease to be available to residents of the city of Bellevue at any time during the term of the contract.
- C. Termination by Agency – This Agreement is subject to termination upon 30 days written notice by the Agency to the City should:
- (1) The City fail in its commitment under this Agreement to provide reimbursement for services rendered, as herein provided; or
 - (2) City funds become no longer available.
- D. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the City's fund.
- E. In the event that termination occurs, the Agency shall return to the City all funds that were expended in contradiction of the terms and conditions of this Agreement.

15. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any confidential information concerning a recipient or client for any purpose not directly connected with the City's or the Agency's responsibilities with respect to services provided under this Agreement is prohibited except upon written consent of the recipient or client, his/her attorney or his/her responsible parent or guardian or as otherwise provided by law. Nothing in this section shall affect the City's ability to respond to requests made under the Public Records Act, RCW 42.56.

PART II – FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. FEDERAL, STATE AND LOCAL LAW

The Agency shall comply with all applicable requirements of federal, state and local law.

2. NONDISCRIMINATION

- A. General – The Agency shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap.
- B. Specific Discriminatory Actions Prohibited
 - (1) The Agency may not, under any program or activity to which this Agreement may apply, directly or through contractual or other arrangements, on the grounds of age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap;
 - i. Deny any person facilities, services, financial aid or other benefits provided under the program or activity.
 - ii. Provide any person with facilities, services, financial aid or other benefits that are different, or are provided in a different form from that provided to others under the program or activity.
 - iii. Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity.
 - iv. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - v. Treat any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - vi. Deny any person any opportunity to participate in a program or activity as an employee.
 - (2) The Agency shall not utilize criteria or methods of administration which have the effect of subjecting individuals to unlawful discrimination on the basis of age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap or which have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity by

unlawfully discriminating against individuals of a particular age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap.

- (3) The Agency, in determining the site or location of housing or facilities provided in whole or in part with funds under this part, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to unlawful discrimination on the grounds of age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the City's Human Services Program.

3. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the Agency shall include information identifying the source of funds as the City of Bellevue Human Services Program.
- B. The Agency acknowledges that this Agreement and any other information provided by it to the City and/or relevant to the project(s) described in the Scope are subject to the Washington State Public Records Act, Chapter 42.56 RCW.

4. LOCAL REQUIREMENTS

The activities performed under this Agreement are for the purposes of serving Bellevue residents and the Agency shall, to the extent reasonably possible, not use said funds to provide service outside the corporate boundary of the City, or for any purpose, except as may be specifically authorized by this Agreement.

PART III - EVALUATION AND RECORD KEEPING

1. EVALUATION

The Agency agrees to participate with the City in any evaluation project or performance report, as designed by the City and to make available all information required by any such evaluation process.

2. 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 the City or State officials (State Auditor) as authorized by law during the term of this Agreement and during the period of retention specified in Section 3 of this Part.

3. RETENTION OF RECORDS

Required records shall be retained for a period of three (3) years after termination of the Agreement, except as follows: records that are the subject of audit findings shall be retained for three (3) years after such findings have been resolved.

4. REPORTS

All reports and other required documents shall be submitted through share1app.culturegrants.org, or through another format approved by the City for the current contract period.

- A. Reimbursement Request – A Reimbursement Request form, as provided by the City, shall be submitted quarterly, unless otherwise directed by the City. This shall be submitted to the City no later than fifteen calendar days following the end of the month/quarter. Failure to submit reports within this time period may jeopardize the payment of funds for that month/quarter.
 - i. Supporting Documentation is required. This may be copies of receipts or consultant invoices paid, or other forms of proof related to costs for which your agency is requesting reimbursement.
- B. Service Unit Report – A report of program accomplishments will list progress toward service unit goals. This shall be submitted to the City no later than fifteen calendar days following the end of the month/quarter. Failure to submit reports within this time period may jeopardize the payment of funds for that month/quarter.
 - i. Narrative Report – Successes and challenges shall be submitted under the Narrative portion of the Service Unit form. This shall be submitted to the City no later than fifteen calendar days following the end of the month/quarter. Failure to submit reports within this time period may jeopardize the payment of funds for that month/quarter.
- C. Demographic Report – A Demographic Report form, as provided by the City, shall be submitted annually, unless otherwise directed by the City. The Report shall be submitted to the City no later than fifteen calendar days following the end of the year, for the year ending December 31.
- D. Outcomes Report – An Outcomes Report form, as provided by the City, shall be submitted annually, unless otherwise directed by the City. The Report shall be submitted to the City no later than fifteen calendar days following the end of the year, for the most recent 12-month period for which the Agency has complete outcomes data.
- E. Audit and Board Roster – The Agency shall annually submit to the City a copy of the most recent independent financial audit and a current list of the Agency's board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

AGENCY

CITY OF BELLEVUE

Executive Director

Assistant Director
Parks and Community Services

Printed Name

Approved as to form:

Assistant City Attorney