

## CONTRACT FOR HUMAN SERVICES 2024

THIS AGREEMENT, made and entered into this **1st day of June, 2024** is by and between the City of Kirkland, a code city and municipal corporation of the State of Washington, hereinafter referred to as "City," and **Youth Eastside Services** hereinafter referred to as "Agency."

WHEREAS, the Kirkland City Council, at their February 20, 2024 meeting, directed staff to reopen the Kirkland Teen Union Building, which includes contracting with the Agency to provide certain human services to the City and the community members of Kirkland, all as hereinafter set forth, and further authorized the City Manager to enter into a contract with Agency for the performance and delivery of such services;

Now, therefore, in consideration of the mutual promises, terms and covenants herein set forth, it is agreed as follows:

1. Services. Agency shall provide to the City and to the community members of Kirkland the services as set forth in **Exhibit A** to this Agreement, entitled "**Scope of Work,**" which exhibit by this reference is incorporated herein. In performing such services, the Agency 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 herewith.

2. Compensation. City shall pay Agency for completed services rendered under this Agreement as set forth in **Exhibit B** to this Agreement, entitled "**Compensation and Method of Payment.**" Said amount(s) shall be the total compensation for all services performed by Agency, including all reports, supporting data, supervision, labor, supplies, materials, equipment, or the use thereof and for all other necessary incidentals. Agency shall submit an invoice to the City Manager or his designee, no less than quarterly, together with supporting documentation to the City no later than fifteen (15) calendar days after the close of each quarter. In no event shall the total of all payments for completed services rendered under this Agreement exceed the amount of **\$67,260.50**.

Agency agrees that the services for which it seeks compensation under the terms of this Agreement shall be or have been performed solely for the community members of Kirkland.

3. General Administration and Management. The City Manager or his designee shall have administrative responsibility for the City's performance under this Agreement and shall review and may approve for payment all invoices submitted by Agency to the City for its performance under this Agreement. The Executive Director of Agency shall be responsible for overall administration of the services by Agency under the terms of this Agreement and for coordination with the City. Such coordination shall be accomplished through the City's Human Services Division.

4. Recordkeeping/Documentation. Agency shall submit all reports outlined in **Exhibit C** to this Agreement, entitled "**Reporting Requirements.**" Agency shall maintain records and accounts including personnel, property, financial, and programmatic records that sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, including background check and child safety policy documentation, and other such records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City in compliance with this Agreement. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them earlier is granted by the City based on authorization or approval from the Office of the Archivist in accordance with chapter 40.14 RCW. 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 and any other governmental agency so authorized by law. During the performance of this Agreement, Agency will annually submit an independent financial audit and, if a non-profit organization, a roster of the agency's Board of Directors, including terms and residence.

5. Other Provisions

- Agency will respect and protect the privacy and confidentiality of City employees/children/users and attendees of KTUB to the greatest extent allowed by law, consistent with the legal responsibilities of the City.
- The Agency must follow the Kirkland Parks and Community Services Department's Child Safety Policy, including the Kirkland Parks and Community Services Department Code of Conduct for Youth Programs, a copy of which is attached hereto as **Exhibit D**. Agency hereby warrants that its employees, agents, or other persons performing services on behalf of the contractor for purposes of this agreement have read the policy and signed the Code of Conduct for Youth Programs

6. Criminal Background Check. Agency must complete an application for a National Background Check with the City's service provider and have a "successful passage" as defined in this section. Agency hereby warrants that it has conducted a criminal background check for any employee, agent, or other person performing services on behalf of the Agency for purposes of this Agreement, and hereby warrants the successful passage of said criminal background check by the employee, agent, or other person. The criminal background check required hereby shall occur no earlier than thirty (30) days prior to the first provision of said services pursuant to this agreement by the employee, agent, or other person. For purposes of this section, "successful passage" means that Agency's criminal background check of the employee, agent, or other person has revealed no conviction or other adverse disposition for any crime against persons, including but not limited to murder, kidnapping, manslaughter, assault, battery, rape, arson, robbery, burglary, child molestation, indecent liberties, harassment, or stalking. In addition, "successful passage" means that the Agency's criminal background check of the employee, agent, or other person reveals no findings against the Agency in a civil adjudication proceeding as defined in RCW 43.43.830. Agency shall require employees to disclose any criminal actions pending against them during the term of this Agreement.

7. Duration and Termination of Agreement.

- A. The services provided under this Agreement shall be for the period June 1, 2024 through December 31, 2024. The Agreement shall end effective March 31, 2025 for billing purposes**, unless otherwise extended by mutual agreement of both parties in writing. Agency shall submit its final invoice to the City by January 15, 2025.
- B. Either party hereto may terminate or suspend this Agreement at any time with or without cause by giving ten (10) days' notice to the other party in writing. Termination or suspension shall be effective ten days after the receipt of notice thereof by certified mail. In the event the City terminates or suspends this Agreement, Agency shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination or suspension. If Agency's insurance coverage as required by this Agreement is cancelled for any reason, the City shall have the right to terminate this Agreement immediately.

8. Responsibilities of the City.

- A. The City will provide temporary office space, limited support, and equipment to the Agency so that it may effectively and efficiently interact with users and attendees at KTUB. The temporary office space is described as follows:

Within the KTUB building at 348 Kirkland Ave., Kirkland, WA, 98033:

Exclusive use of the office located across from the recording studio; and nonexclusive use of the entire building.

- B. The types of limited support and equipment the City will provide may include, but is not limited to, City emails, City digital platforms, office space, computer, printing, and phone.

9. Hold Harmless/Indemnification. To the greatest extent allowed by law, the Agency shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with its the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency'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.

10. Insurance. The Agency shall procure and maintain for the duration of the Agreement insurance, as required in this Section, 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 Agency, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

The Agency's maintenance of insurance, its scope of coverage, and limits as required by the Agreement shall not be construed to limit the liability of the Agency to the coverage provided by such insurance or to otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope and Amounts of Insurance

Agency shall obtain insurance of the types and limits described below:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent Agencies, personal injury, advertising injury, and liability assumed under an insured contract.

2. Professional Liability insurance appropriate to the Agency's profession. Such policy shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Agency's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.

2. The Agency shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

Agency shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Agency before commencement of the services.

E. Failure to Maintain Insurance

Failure on the part of the Agency 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 Agency 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 Agency from the City.

11. Force Majeure. Neither the City nor Consultant shall be liable for damages to the other resulting from any failure or delay in performance of obligations hereunder where such failure or delay in performance is caused, directly or indirectly, by circumstances beyond that party's reasonable control, including, without limitation, acts of God or natural disasters, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, labor strikes, epidemics or pandemics, riots, power failures, or an act or order of any governmental authority; provided, however, that in the event of a failure or delay resulting such from such circumstances beyond Consultant's reasonable control, Consultant (i) shall not discriminate against the City in favor of any of Consultant's other customers or Agreements, and (ii) shall use its best efforts to mitigate the effects on the City of any such failure or delay.

12. Nondiscrimination.

A. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, including because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizen or immigration status exception is when distinction or differential treatment is authorized by federal or state law, regulation, or government contract, marital status, sexual orientation, honorably discharged

veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

13. General Provisions.

- A. Agency and the City agree that Agency 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 Agency nor any employee of Agency 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 Agency or any employees of the Agency.
- B. This Agreement may not be assigned or otherwise transferred by either of the parties hereto.
- C. This Agreement contains the final and completely integrated agreement between the parties regarding its subject matter and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
- D. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties hereto.
- E. Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.
- F. This Agreement shall be governed by the laws of the State of Washington with venue in any litigation in King County, Washington.

14. Notices. Notices to the City of Kirkland shall be sent to the following address:

**City of Kirkland**  
**Jen Boone, Human Services Manager**  
**HSgrants@kirklandwa.gov**

Notices to Agency shall be sent to the following address:

**Youth Eastside Services**  
**David Downing, Chief Operating Officer**  
**dauidd@YouthEastsideServices.org**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF KIRKLAND

YOUTH EASTSIDE SERVICES

*Julie Underwood*  
Julie Underwood (Nov 21, 2024 13:04 PST)  
\_\_\_\_\_  
Deputy City Manager of Operations

*David W. Downing*  
David W. Downing (Nov 21, 2024 12:27 PST)  
\_\_\_\_\_  
Executive Director

Name: Julie Underwood

Name: David W. Downing

Date: 11/21/2024

Date: 11/21/2024

**EXHIBIT A  
SCOPE OF WORK**

<b>1. Agency &amp; Program:</b> Youth Eastside Services – Kirkland Teen Union Building Mental Health Services		
<b>2. Term:</b> June 1, 2024 – December 31, 2024		
<b>Funds Awarded: \$67,260.50</b>		
<b>3. Single Point of Contact:</b> Kristie Neklason, Director of School Based Behavioral Health Services, KristieN@YouthEastsideServices.org		
<b>4. Program Description:</b> ● <b>4a. Total 2024 Program Budget:</b> \$67,260.50		

**5. Contract Goals: Clients, Service Units, and Outcomes**

<b>5a. Unduplicated Clients Served</b>	<b>Kirkland Residents Served with Funds Awarded</b>
	25

<b>5b. Service Unit Descriptions and Deliverables</b>	<b>Annual Unit Goal for Kirkland Residents with Funds Awarded</b>
Service Unit 1: Youth Services (drop-in, outreach, etc.) Measurement: 60 minutes	200 hours
Service Unit 2: Counseling Measurement: 60 minutes	10 hours

<b>5c. Outcomes Resulting from Service Units</b>	<b>Achievement Rate Target (%)</b>
Outcome #1: Participants will improve social-emotional wellbeing by gaining skills in emotional regulation/functioning, defined as meeting two or more of their treatment plan goals Indicator: Insync treatment plan review and discharge summary.	75%

Position Title	Year 1: Salary & Benefits	Year 1: % of Salary Charged to Grant	Amount Charged to Year 1 Grant
1.0 FTE Mental Health Clinician	\$54,238.50	100%	\$54,238.50
<b>Subtotal Personnel Costs</b>	<b>\$54,238.50</b>		

Budget Categories (Revise appropriately.)	Description	Amount Charged to Grant
Clinical Supervision Hours		\$888.00
Psychiatric Services		\$3,300.00
Office/Operating	Supplies, equipment, printing, insurance	\$819.00
Professional Fees		\$475.00
Client Activities		\$300.00
Communications	Phone and internet	\$75.00
Travel/Training/Meetings		\$1,197.50
Other	Depreciation and overhead	\$5,792.50
<b>Subtotal Other Costs</b>		<b>\$13,022.00</b>
<b>GRAND TOTAL KIRKLAND FUNDS:</b>		<b>\$67,260.50</b>

**7. Agency Responsibilities**

- Provide low barrier behavioral health services at KTUB by locating a full-time dually certified clinician (certified as both a Mental Health Therapist and a Substance Use Disorder Professional) to provide a combination of drop-in services and longer-term behavioral health treatment for young people in crisis.
- Open and secure the facility if Facility Staff is not present.
- Inspect the activity’s space to ensure safety for participants.
- Report immediately any safety concerns, damages, or incidents that you are aware of to the Kirkland Parks & Community Services Facility or Program Supervisor.
- Activate emergency response in case of accident or incident.
- Provide all expenses necessary including labor, equipment, and supplies.
- Provide customer service.
- Be familiar with and follow facility/program area policies and procedures.
- During Inclement Weather and Public Health concerns the Agency will follow the directions of City.
- Provide on-time invoices and submissions for reimbursement from the City.