

May 27, 1992

BRUCE LANG

Introduced By \_\_\_\_\_

Proposed No. 92-258

MOTION NO. **8667**

A MOTION authorizing the County Executive to execute an interlocal agreement with the City of Bellevue to support the provision of community services sites for youthful offenders.

WHEREAS, the King County Department of Youth Services maintains a Community Service Worksite program for youthful offenders court-ordered to perform community services, and

WHEREAS, the City of Bellevue has allocated General Funds for the purpose of supporting human service activities, and proposes to provide, through an interlocal agreement, \$5,200 to assist youthful offenders court-ordered to perform community services, and

WHEREAS, the City of Bellevue will provide such funding from November 1, 1992 - October 31, 1993;

NOW, THEREFORE BE IT moved by the Council of King County:

A. The King County executive is hereby authorized to execute an interlocal agreement with the City of Bellevue (attached) which provides an award of funds in the approximate amount of \$5,200 for the provision of community service sites for youthful offenders in Bellevue;

B. The King County executive is hereby authorized to file and execute such application and to enter into and execute such contracts as are required by the grantor;

C. The King County executive is also authorized to enter into and execute such subcontracts as are necessary for the implementation of the project;

D. The City of Bellevue is hereby assured of full compliance with Title VI of the Civil Rights Act.

PASSED this 1st day of June, 1992.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Audrey Gruger  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

AGREEMENT

8667

between

CITY OF BELLEVUE

and

King County Dept. of Youth Services

THIS AGREEMENT, entered into on this 1st day of June, 1992, between the City of Bellevue, State of Washington (hereinafter referred to as the "City") and King Co. Dept. of Youth Services, (hereinafter referred to as the "Agency").

RECITALS

- A. The City adopted human service policy guidelines under Resolution #5181 in October of 1989;
- B. The City has allocated General Funds for the purpose of supporting human service activities;
- C. The City desires to aware certain funds to the Agency for use as described within this Agreement;
- D. It is appropriate and mutually desirable that the agency be designated by the City to undertake the aforementioned eligible activities, so long as the requirements of State law and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for cooperation between the City and the Agency, as the parties in this Agreement, in implementing such eligible activities in the manner described above;

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

8667

AGENCY

CITY OF BELLEVUE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tim Hill  
Name (Typed)

Phil Kushlan  
Name (Typed)

King County Executive  
Title

City Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
City Attorney

PART I - GENERAL CONDITIONS

1. Scope of Agreement
2. Scope of Project
3. Commencement and Termination of Projects
4. Administration
5. Compensation and Method of Payment
6. Operating Budget
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13. Suspension and Termination of Contract
14. Safeguarding of Client Information

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3. Public Information
4. Local Requirements

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PART IV - EXHIBITS AND SPECIAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties shall consist of the signature page; the general conditions; the Federal, State and local program requirements; the evaluation and record keeping requirements; each and every project Exhibit incorporated into the 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 attached as Exhibits to this Agreement.

2. SCOPE OF PROJECT

The Agency shall use funds only to perform the activities set forth in the Exhibit(s) attached hereto. In the case of multiple projects, each project shall correspond to a separate Exhibit. This Agreement may be amended from time to time, in accordance with the general conditions, for the purpose of adding new projects, amending the scope of work, or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

Upon release of project-related funds by the City, the City shall furnish the Agency with written notice to proceed. No work on a project shall occur prior to the notice of authorization to proceed without written approval from the City. Termination dates for individual projects shall be specified in the appropriate exhibits. Costs incurred prior to written notice to proceed or after the termination date will not be reimbursed. The termination date may be changed through amendment of this Agreement.

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

5. COMPENSATION AND METHOD OF PAYMENT

A. The City shall reimburse the Agency only for the activities specified in the Exhibits in an amount not to exceed the amount specified on page 1 of the Exhibit(s), Funds Awarded. Reimbursement shall be based on a City Reimbursement Request Form submitted and signed by the Agency's authorized representative. Reimbursement is subject to the terms of paragraph 6 for this Agreement.

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. The City will make payment to the Agency not more than six (6) weeks after said Reimbursement Request is received and approved by the City's Parks & Recreation Department. The City will issue a statement of correction in the event that the Reimbursement Request is erroneous. Payment does not constitute absolute approval.

6. OPERATING BUDGET

The Agency shall apply the funds received from the City under this Agreement in accordance with the Budget Summary found on page 2 of

the Exhibit(s). No line-item expense thereunder shall cause an excess 8667  
expenditures of 10% 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 which 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. 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. Should anticipated sources of revenue become unavailable to  
the City for use in the Youth Link Program, the City shall immediately  
notify the Agency in writing and the City will be released from all  
contracted liability for that portion of the Agreement covered by funds  
not yet received by the City.

8. AMENDMENTS

Either party may request modifications in the scope of  
permissible activities, terms, or conditions of this Agreement. Proposed  
modifications which are mutually agreed upon shall be incorporated by  
written amendment to this Agreement. A written amendment may affect a  
project or projects authorized by this agreement or may be of general  
application.

9. 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 proper bidding procedures contained 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 paragraph 10.B.

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10. 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 its negligence or failure to comply with the terms of this agreement.

B. The Agency further agrees to protect and save the City, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Agency's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Agency and/or its agents, employees, volunteers, subcontractors or representatives under this agreement.

11. INSURANCE

A. Public Liability Insurance

The Agency shall, at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided



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under this agreement, which insurance shall cover such claims as may be occasioned by any act, omission, or negligence of the Agency or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the City with the approval of the Agency which shall not be unreasonably withheld, shall not be less than five hundred thousand dollars (\$500,000) combined single limit personal injury and property damage insurance. The insurance required above shall be issued by an insurance company acceptable to the City. The City shall be specifically named as an additional insured on all such policies.

B. Proof of Insurance

Certificate or certificates of other evidence satisfactory to the City evidencing the existence and terms and conditions of all insurance required above shall be delivered to the City prior to execution of activities outlined in this agreement. The policy or policies of insurance required to be maintained in accordance with this Agreement shall not be cancelled or given notice of non-renewal nor shall the terms or conditions thereof be altered or amended without thirty (30) days written notice being given to the City.

12. CONFLICT OF INTEREST

A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the City or Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the City's Youth Link Program, or any other person who exercises any functions or responsibilities in connection with the City Parks & Recreation Department, shall have any personal financial interest, direct or

indirect, in the Agreement, and the Agency shall take appropriate steps to assure compliance.

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B. Interest of Subcontractor and Their Employees - The Agency agrees that it will incorporate into every 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 CDBG Program, has any personal financial interest, direct or indirect, in this Contract. 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 have 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.

13. SUSPENSION AND TERMINATION OF CONTRACT

A. Suspension for Failure to Perform

In the event of a failure to comply with any terms or conditions of this Contract or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to withhold all or any part of payment, suspend all or part of the contract, or prohibit the Agency from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed as more specifically outlined in the Exhibit(s) to this contract. The option to withhold funds is, in addition to, and not in lieu of, the City's right to termination as provided in Section 14 of the General Conditions of this Agreement.

written notice by the City should:

(1) The Agency mismanage or make improper or unlawful use of City funds;

(2) The agency fail to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government, State or City;

(3) Funds become no longer available from the City;

(4) The Agency fail to carry out activities expressed by this Agreement; or

(5) The agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.

C. This agreement is subject to termination upon 30 days written notice by the Agency should:

(1) The City fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or

(2) City funds become no longer available.

D. Otherwise this Agreement shall terminate on the latest termination date specified on the Exhibit(s) attached hereto and shall be subject to extension only by mutual agreement and amendment in accordance with paragraph 8 of this Agreement.

E. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the City's fund.

F. In the event that termination occurs under paragraph A(1) of this section, the Agency shall return to the City all funds which were expended in violation of the terms of this Agreement.

PROHIBITION OF CONFIDENTIAL INFORMATION

The use or disclosure by any party or any confidential information concerning a recipient or client for any purpose not directly connected with the City's or the Contractor's responsibilities with respect to services provided under this Contract is prohibited except on written consent of the recipient or client, his/her attorney or his/her responsible parent or guardian or as otherwise provided by law.

PART II - FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. LOCAL AND STATE LAW

The agency shall comply with all applicable requirements of local and state 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, color, national origin 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, color, national origin, 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 which 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 in 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 discrimination on the basis of race, color, creed, national origin or sex, age, marital status, the presence of any sensory, mental or physical handicap or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, creed, national origin, or sex, age, marital status or the presence of any sensory, mental or physical handicap.

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 discrimination on the grounds of race, creed, color, national origin, or sex, age, marital status 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 Act of the HUD Regulations.

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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 Youth Link 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 Exhibit(s) are subject to the Washington State Public Disclosure Act, RCW Chapter 42-17.

4. LOCAL REQUIREMENTS

A. Bellevue Benefit

The activities performed under this Contract 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 specifically authorized by this Agreement.

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) so authorized by law during the performance of this Agreement and during the period of retention specified in this Part III.

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

The Agency shall submit such reports as required by the City at such times required by the City. Notwithstanding any other provision of this Agreement to the contrary, the reports required by the City shall be submitted by the Agency no less than on an annual basis. Such reports shall also be submitted prior to project completion.



<b>1. Program Number/Title</b> Youth Link Murals/ YL-005		<b>2. Funds Awarded</b> \$5200.00 (\$2000-contingent on eval.)																														
<b>3. Agency Information</b> Name King County Dept. of Youth Services Address 1211 East Alder, Seattle, WA 98122		<b>4. Contact person</b> Name Joyce Ericson Phone 343-2519																														
<b>5. Program Location (if different from Agency address)</b> To be established: Lake Hills Community Clubhouse has made tentative commitment.																																
<b>6. Program Summary</b> Youth who are serving court-ordered community service will provide art murals for the community. -See attachment #6 for more information-																																
<b>7. Program Accomplishments(attach sheet describing program services)</b> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width:40%;">Program Service(s)</th> <th colspan="2" style="text-align:center;"># Service Units</th> <th colspan="2" style="text-align:center;"># Unduplicated Clients Served</th> </tr> <tr> <th style="width:15%;">Bellevue Residents</th> <th style="width:15%;">Bellevue Residents</th> <th style="width:15%;">Bellevue Residents</th> <th style="width:15%;">Total Clients</th> </tr> </thead> <tbody> <tr> <td>1. <u>Completion of Comm. Service</u></td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">Approx. 52/yr.</td> <td style="text-align:center;">Approx. 52/yr.</td> </tr> <tr> <td>2. _____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> </tr> <tr> <td>3. _____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> </tr> <tr> <td>4. _____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> <td style="text-align:center;">_____</td> </tr> </tbody> </table>				Program Service(s)	# Service Units		# Unduplicated Clients Served		Bellevue Residents	Bellevue Residents	Bellevue Residents	Total Clients	1. <u>Completion of Comm. Service</u>	_____	_____	Approx. 52/yr.	Approx. 52/yr.	2. _____	_____	_____	_____	_____	3. _____	_____	_____	_____	_____	4. _____	_____	_____	_____	_____
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3. _____	_____	_____	_____	_____																												
4. _____	_____	_____	_____	_____																												
<b>8. Special Conditions</b> Funded for 1st 6 months for salary and all materials. The second 6 months' salary contingent on documented efforts to secure on-going funding.																																
<b>9. Certificate of Insurance</b> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Included with contract exhibit</span> <span><input type="checkbox"/> County Self-Insurance</span> <span><input type="checkbox"/> Being sent to City</span> </div>																																
<b>10. Authorized start date</b> <u>June 1, 1992</u> <b>End date</b> <u>June 1, 1993</u>																																
<b>11. Authorized signatures</b> <table style="width:100%; margin-top: 10px;"> <tr> <td style="width:50%; vertical-align: top;">           King County Executive            Name <u>Tim Hill</u>            Signature _____         </td> <td style="width:50%; vertical-align: top;"> <b>Authorized signature(s) for billing purposes</b>            Name <u>Dennis Dynes</u>            Signature <u><i>Dennis Dynes</i></u>            Name <u>Teresa Revelle</u>            Signature <u><i>Teresa Revelle</i></u> </td> </tr> </table>				King County Executive Name <u>Tim Hill</u> Signature _____	<b>Authorized signature(s) for billing purposes</b> Name <u>Dennis Dynes</u> Signature <u><i>Dennis Dynes</i></u> Name <u>Teresa Revelle</u> Signature <u><i>Teresa Revelle</i></u>																											
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