

RESOLUTION NO. 1790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH YMCA OF GREATER SEATTLE FOR KELLOGG MIDDLE SCHOOL "HANG TIME" AFTER SCHOOL PROGRAM FOR CALENDAR YEARS 2021-2022

WHEREAS, youth services programs provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, the City desires to support youth services and programs; and

WHEREAS, the Kellogg Middle School "Hang Time" after school program is a beneficial program for youth in this community; and

WHEREAS, the YMCA of Greater Seattle is the administrator of the Kellogg Middle School "Hang Time" after school program and is qualified and willing to undertake the aforementioned services consistent with all requirements of State law and City ordinances and regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION . The Mayor is authorized to sign the agreement attached hereto as Exhibit A with YMCA of Greater Seattle – administrator of Kellogg Middle School "Hang Time" after school program for calendar years 2021-2022.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of December, 2020.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: December 4, 2020
PASSED BY THE CITY COUNCIL: December 10, 2020
RESOLUTION NO.: 1790

EXHIBIT A



Agency: YMCA of Greater Seattle, Dale Turner Family Branch	Federal ID No. 91-0482710
Contract Dates: January 1, 2021 – December 31, 2022	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington hereinafter referred to as “the City,” and YMCA of Greater Seattle, a 501(c)3 non-profit hereinafter referred to as “the Agency.” The term of this Agreement is January 1, 2021 – December 31, 2022.

WHEREAS, the City recognizes that youth services programs provide an indisputable benefit to public health, safety and welfare and has allocated funds for this purpose; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between both parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services:** The Agency, through its Dale Turner Family Branch located in Shoreline, Washington, will provide an after school program for students attending Kellogg Middle School. The Agency will offer at a minimum recreation, social activities, field trips and homework help as more fully set forth in the Scope of Work, attached and incorporated as Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services:** The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both parties. See Section 3.1 for payment for additional services.
- 1.3 **Notice Affecting Performance:** The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform Services purchased through this Agreement immediately after the Agency’s discovery of the same.

- 1.4 Quality of Performance: The Agency shall be responsible for the quality and suitability of Services provided under this Agreement. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take corrective action as the City may require. Failure to promptly take such action(s) reasonably required by the City shall be material breach of the Agreement and cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City's representative for this Contract shall be the Community Volunteer Coordinator or designee. All official communication shall be made through the Coordinator or his or her designated representatives.
- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency's Fees and Payments

- 3.1 The City will compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00) per calendar year of this Agreement. The compensation shall be paid in three equal amounts per calendar year, as identified in the Invoice for Services, attached and incorporated as Exhibit C, payable at the close of each quarter. These compensation amounts shall remain constant throughout the term of this Agreement unless additional change in the basic services in Exhibit A are mutually agreed to by the parties pursuant to Section 1.2 above.
- 3.2 The Agency will only identify line item costs for payment that are identified in the Program Budget, attached and incorporated as Exhibit B and shall request prior approval from the City whenever it desires to amend its budget by transferring funds between budget items.
- 3.3 The Agency will seek prior permission from the City for the purchase of items costing \$300 or more with funds provided under this agreement.
- 3.4 Fees for additional services will be negotiated by the City and the Agency.
- 3.5. The Agency shall submit quarterly invoices with the program reports in the Invoice for Services, Exhibit C. Invoices will include documentation of costs in the form of payroll reports and receipts or purchase orders. The City may withhold payment pending timely delivery for such reports and information.
- 3.6 Invoices and reports will be due by the tenth working day of the month following the quarter.
- 3.7 The Agency will bill the City for the sum of the contract in three equal amounts per calendar year.
- 3.8 Administrative or indirect costs accrued by the Agency that are associated with the Project will not be charged to the City.
- 3.8. The Agency's requests for payment shall be submitted electronically by email to the Community Volunteer Coordinator or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1. All work products produced under this Agreement shall remain the property of the City and may be used in any manner it chooses whether or not the project for which they are made is executed, or whether or not the City has physical possession of the product.
- 4.2. All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal/and or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency's own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best's rating of not less than A: VII. Furthermore, the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency's insurance and shall not contribute to it.

The Commercial General Liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

The automobile liability insurance shall be an amount of no less than \$5,000,000 combined single limit. The automobile liability insurance shall provide coverage for the Agency's owned and non-owned vehicles.

- 5.7 **Hold Harmless and Indemnification**: The Agency hereby agrees to save harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. 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.
- 5.8 **Subcontractors**: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 **Right to Audit**: The City shall have the right to audit the Agency's books and records with respect to Services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.
- 6.2 **Agency Records**: The Agency 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 such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.
- 6.3 **Maintenance of Records**: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality,

creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

- 7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504 and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

- 8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and when feasible to print on two sides.

ARTICLE IX

Termination of Agreement

- 9.1 Termination of Agreement for Cause: If a party fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may thereupon terminate this Agreement prior to the Agency's full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City's property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City. In addition, the City shall have all remedies at law which shall be cumulative.

If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

- 9.2 Termination for Convenience of the City: The Agency understands that the City is funding this project with City funds and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total services of the Agency covered by this Agreement.

ARTICLE X

Future Support

- 10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in the Agreement.

ARTICLE XI

Entire Agreement

11.1 **Entire Agreement:** This contains the entire Agreement between the parties hereto 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. This Agreement consists of six pages plus the attached Exhibits incorporated herein. These documents constitute the entire Agreement between the parties and may be amended only by written agreement signed by authorized officers of the parties.

- Exhibit A Scope of Work
- Exhibit B Program Budget
- Exhibit C Invoice for Services and Service Report

11.2 **Severability:** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 **Modification of Agreement:** This Agreement may be modified only by written amendment after it has been signed by both the City and Agency and, if required by City resolution, ordinance, or code, approved by the City Council.

11.4 **Arbitration:** In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney’s fees, both at arbitration and on appeal.

City of Lake Forest Park

YMCA of Greater Seattle

Jeff Johnson, Mayor

Julie L. Brown, SVP/CFO

Date _____

Date _____

ATTEST:

Evelyn Jahed City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt City Attorney

SCOPE OF WORK - EXHIBIT A [2021-2022]

SECTION 1—Work Products

Agreement

The Agency shall provide a free after school recreation and tutoring program at Kellogg Middle School from 3pm-5pm, Tuesdays/Thursdays, and 1:30pm-5pm, Wednesdays. The Agency will work with school district staff and other partners in coordinating activities and programs such as intramural sports, tutoring and homework time, special interest clubs, leadership groups, free times, large and small group options, service learning, workshops, and field trips within Project Hang Time. The Agency will also provide special activities for a group of students who need special attention.

1. The Agency will provide a minimum of two staff to operate the program. The Agency will ensure that there is an adequate ratio of staff to students, and that all safety requirements are met.
2. The Agency will provide a leadership role in coordinating with school staff to recruit students to participate in the Hang Time program.
3. The Agency staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
4. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

Outcomes

1. 400 total number of unduplicated students served by Hang Time each year.
2. 55 as an average daily attendance of students at Hang Time each day.

*Annual outcomes will be reported at the end of the school year; quarterly attendance outcomes will be reported on each invoice.

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	Academic skills improve; social skills improve	Youth surveys, academic assessments, and school staff surveys

PROGRAM BUDGET - EXHIBIT B [2021-2022]

SECTION 1—Agency Budget

Budget Category	City funds	
	2021	2022
Personnel costs	\$9,300	\$9,300
AmeriCorps <i>YMCA</i>	\$0	\$0
Office/operating supplies	\$0	\$0
Telephone	\$0	\$0
Travel/Training	\$0	\$0
Facility- Rent & Utility	\$0	\$0
Cleaning & Maintenance	\$0	\$0
Contractual fees	\$0	\$0
Staff mileage/parking	\$0	\$0
Printing/duplicating	\$0	\$0
Postage	\$0	\$0
Program Transportation	\$0	\$0
License/Permits	\$0	\$0
Food	\$0	\$0
Program Supplies	\$1,500	\$1,500
Insurance	\$1,200	\$1,200
Other- Activities Expense	\$0	\$0
Total	\$14,000	\$14,000

INVOICE FOR SERVICES - EXHIBIT C [2021-2022]

SECTION 1—Invoice

Payer:

City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Roche
 (206) 957-2814

Payment to:

YMCA Dale Turner Family Branch
 19290 Aurora Ave
 Shoreline, WA 982133
 Agency Contact: Carolan Cross
 (206) 569-7004

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$14,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Payment Request For Services

Service	Contract Amount	This Request	Previous Request	YTD	Balance
Personnel	\$ 9,300				
Program Supplies	\$ 1,500				
Insurance	\$ 1,200				
Total	\$ 14,000				

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

INVOICE FOR SERVICES - EXHIBIT C [2021-2022]

SECTION 2—Service Report

Agency: YMCA Kellogg Middle School "Hang Time" After School Program
Administered through the YMCA Dale Turner Family Branch

Reporting Dates:

SERVICE NUMBERS	PROGRESS			Annual Goal	COMMENTS
	This Quarter	Year to Date	LFP Youth		
Total number of unduplicated youth served				400	
Average daily number of participants				55	

1.

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	<ul style="list-style-type: none"> • Academic skills improve • Social skills improve 	Youth surveys, academic assessments, and school staff surveys

2. Total number of students in this outcome:
3. Please explain briefly how you calculated the above results:
4. Please attach registration and attendance forms to Exhibit C where feasible.
5. Please attach program summary for the quarter to Exhibit C.