

RESOLUTION NO. 1464

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FIFE, PIERCE COUNTY, WASHINGTON
AUTHORIZING EXECUTION OF AN AGREEMENT
WITH THE CITY OF AUBURN FOR THE VALLEY
CITIES GANG INTERVENTION PARTNERSHIP**

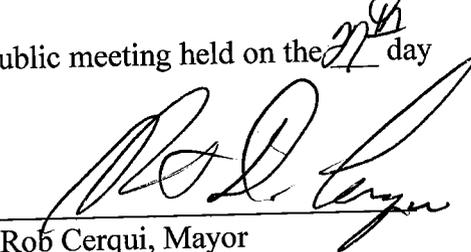
WHEREAS, the Valley Cities have been working on a balanced approach to gang related activity. Police Chief Lee of the Auburn Police Department has invited the City of Fife to join their coordinated intervention efforts to stop gang related activities; and

WHEREAS, a multi-city and multi-county coordinated effort would be beneficial to all citizens in the involved cities; and

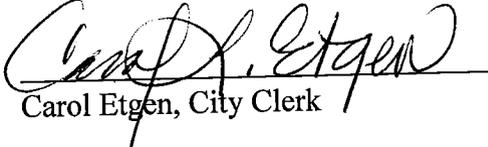
WHEREAS, as part of a multi-city/multi-county program it may allow for additional future grant opportunities for the gang intervention program; now, therefore

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute an Agreement with the City of Auburn for the Gang Intervention Partnership, in the form to be attached hereto as Exhibit A, in the amount of \$5,000.00.

ADOPTED by the City Council at an open public meeting held on the ^{27th} day of March, 2012.


Rob Cerqui, Mayor

Attest:


Carol Etgen, City Clerk

CITY OF AUBURN - AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington, hereafter referred to as "CITY", and "**YMCA OF GREATER SEATTLE - ALIVE & FREE**" which is located at 909 Fourth Avenue Seattle, WA 98104, a non-profit corporation organized under the laws of the State of Washington, hereafter referred to as "**AGENCY.**"

WHEREAS, The AGENCY provides a valuable service to the CITY and its residents through the provision of services for high risk youth and community safety; and

WHEREAS, the CITY is interested in continuing support of the Alive & Free program, including development of additional resources and service sites;

WHEREAS, the CITY entered into a Joint Funding Memorandum of Understanding with the cities of Renton, Tukwila, Kent, Algona, Pacific, Fife, Puyallup and Sumner ("Cities") as the Valley Cities Mayors Coalition to jointly fund and monitor a single contract with Alive & Free for gang prevention and intervention services; and

WHEREAS, it is the CITY'S responsibility to enter into an agreement with the YMCA's Alive & Free Program on behalf of the Cities which are party to said Memorandum of Understanding;

NOW, THEREFORE, In consideration of the covenants and conditions of this Agreement, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for an appropriation to the AGENCY for providing services as set forth in this Agreement to participating city's residents during the 2012 term.

II. SCOPE OF SERVICES

The AGENCY agrees to provide services, as described in the Exhibits incorporated herein by this reference as if fully set forth.

III. TERM

The term of this Agreement shall commence on January 1, 2012 and shall expire on December 31, 2012.

IV. PERFORMANCE REPORTS AND COMPENSATION

- A. The AGENCY shall provide to the CITY within 15 days of the close of each calendar quarter a status report containing program statistics regarding the type and level of services provided to the participating cities, as well as financial information pertaining to the contract agreement and expenditures. Format and contents of these reports are set forth in Exhibits 1 to 4 to this Agreement, which are incorporated herein by this reference.
- B. The AGENCY shall prepare and submit to the CITY two program evaluation reports in the format commonly referred to as "outcomes reports" which will show the intended linkages between the activities conducted and the changes the activities will produce. These reports shall contain information as set forth in Exhibit 4 to this Agreement, and shall be submitted to the CITY at the end of the first and last quarters.
- C. As full and total payment for the services provided under this Agreement, **the CITY agrees to pay the AGENCY up to \$150,000 per a year as set forth in the Exhibits.** The CITY will pay an amount equal to one-quarter of the total amount within thirty (30) days following the CITY's receipt of quarterly invoices.

The required format and content of quarterly invoices is set forth in the Exhibits to this Agreement, and is incorporated herein by this reference.

V. INDEMNIFICATION

The AGENCY agrees to defend, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and agents from and against any and all claims, demands and/or causes of action of any kind or character whatsoever arising out of or relating to services provided by the AGENCY, its employees, volunteers or agents concerning any and all claims by any persons for alleged injury or damage to persons or property to the extent caused by the negligent acts, errors or omissions of the AGENCY, its employees, volunteers or agents or representatives. In the event that any suit or claim for damages based upon such claim, action, loss or damage is brought against the CITY, the AGENCY shall defend the same as its sole costs and expense; provided that the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and/or its officers, elected officials, agents and employees or any of them or jointly against the CITY and the AGENCY and their respective officers, agents, volunteers, employees or any of them, the AGENCY shall fully satisfy the same and shall reimburse the CITY any costs and expense which the CITY has incurred as a result of such claim or suit. The provisions of this section shall survive the expiration or termination of this Agreement.

VI. INDEPENDENT CONTRACTOR/ASSIGNMENT

The parties agree and understand that the AGENCY is an independent contractor and not the agent or employee of the CITY and that no liability shall attach to the CITY by reason of entering into this Agreement except as provided herein. The services required under this Agreement may not be assigned or subcontracted by the AGENCY without the prior written consent of the CITY.

VII. INSURANCE

The AGENCY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with services provided by the AGENCY, its agents, employees or volunteers under this Agreement. The AGENCY agrees to provide comprehensive general liability insurance and shall maintain liability limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit coverage per occurrence for bodily injury, personal injury and property damage. Where professional services are provided as part of the services rendered pursuant to this Agreement, as shown in Exhibit 1, the AGENCY shall also provide and maintain professional liability coverage including errors and omissions coverage in the minimum liability amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Any deductibles or self insured retentions in either policy must be declared to and approved by the CITY. At the option of the CITY either: The insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officials and employees; or, the AGENCY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. The policies are to contain or be endorsed to contain the following provisions:

1) GENERAL LIABILITY COVERAGE

The CITY, its elected and appointed officials, employees and agents are to be covered as additional insured as respects: liability arising out of services and activities performed by or on behalf of AGENCY, its employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, employees or agents.

2) **GENERAL LIABILITY AND PROFESSIONAL LIABILITY COVERAGES**

- (a) The AGENCY's insurance coverage shall be primary insurance as respects the CITY, its officials, employees and agents. Any insurance or self insurance maintained by the CITY, its officials, employees or agents shall be in excess of the AGENCY's insurance and shall not contribute with it.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the CITY, its officials, employees or agents.
- (c) Coverage shall state that the AGENCY's insurance shall apply separately to each insured against whom claim is brought or suit is brought except with respect to the limits to the insurer's liability.
- (d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the CITY. The AGENCY agrees to provide copies of the Certificates of Insurance to the CITY at the time that this Agreement takes effect.
- (e) The AGENCY shall furnish the CITY with Certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.
- (f) The AGENCY shall include all volunteers, employees and agents under its policies or shall furnish separate certificates and endorsements for each. All coverage for volunteers shall be subject to all the requirements stated herein.

VIII. NONDISCRIMINATION

The AGENCY shall not discriminate under any services or programs to which this Agreement may apply directly or through contractual or other arrangements on the grounds of any protected class status as defined by any national, state or local laws or ordinances including but not limited to race, color, creed, religion, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

IX. BOOKS AND RECORDS

The AGENCY agrees to maintain separate accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently reflect direct and indirect costs and services performed under this Agreement. The AGENCY agrees to maintain all books and records relating to this Agreement for a period of three (3) years following the date that this Agreement is expired or otherwise terminated. The parties agree that the CITY may inspect such documents upon good cause at any reasonable time within the three (3) year period.

X. TERMINATION OF AGREEMENT

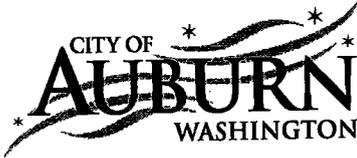
This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.

XI. GENERAL PROVISIONS

- A. The AGENCY agrees to submit a report to the CITY no later than the last quarterly invoice date, describing the progress and activities performed for the previous year's scope of services.
- B. This Agreement shall be governed by the laws, regulations and ordinances of the City of Auburn, the State of Washington and where applicable, Federal laws.

- C. The AGENCY agrees to conduct its activity in such a manner as to coincide with the goals identified in the attached Memorandum of Understanding. The AGENCY understands that the performance indicators established in the Memorandum will be used by the City as a measurement tool in determining if the goals have been achieved.
- D. The CITY and the AGENCY respectively bind themselves, their successors, volunteers, assigns and legal representatives to the other party to this Agreement and with respect to all covenants to this Agreement.
- E. This Agreement represents the entire and integrated Agreement between the CITY and the AGENCY and supersedes all prior negotiations. This Agreement may be amended only by written instrument signed by both the CITY and the AGENCY.
- F. Should it become necessary to enforce any term or obligation of this Agreement, then all costs of enforcement including attorney's fees and expenses and court costs shall be paid to the substantially prevailing party.
- G. The AGENCY agrees to comply with all local, state and federal laws applicable to its performance under this Agreement.

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SERVICE AGREEMENT 2012 INVOICE FOR CONTRACTED SERVICES

To: CITY OF AUBURN, ATTN: Michael Hursh
25 WEST MAIN STREET, AUBURN WA 98001

Agency: YMCA of Greater Seattle
909 Fourth Avenue
Seattle, WA 98104

Program: Alive & Free

Contact, Title: Eleuthera Lisch.
Phone: 206-382-5245
Email: elisch@seattleyymca.org

Amount Requested: \$

- Invoice for:
- 1st Quarter, January to March – Due: April 15, 2012
 - 2nd Quarter, April to June – Due: July 15, 2012
 - 3rd Quarter, July to September – Due: October 17, 2012
 - 4th Quarter, October to December – Due: January 31, 2012

- Attachments:
- Quarterly Service Report - Exhibit 1
 - Quarterly Financial Report – Exhibit 2
 - Demographic Report (2nd and 4th Quarters only) – Exhibit 3
 - Service Unit Report – Exhibit 4
 - Outcomes Report (1st Qtr. identified and 4th Qtr. data due) – Exhibit 5
 - Proof of Insurance (1st Quarter or if expired)

I certify to the best of my knowledge that this invoice and attachments reflect actual service provided to Auburn residents.

Signature of Authorized Representative

Date

The City of Auburn will issue payment upon this invoice within forty-five (45) business days of receipt. To ensure prompt payment, please submit this form and all required attachments by the date listed above.

FOR CITY OF AUBURN USE ONLY:

Contract Amount: _____ \$
Payments Year to Date: _____

Payment this invoice: _____
Authorized to Pay: _____

Contract Balance: _____

Signature
CITY OF AUBURN

Date

CITY OF AUBURN
2012 Quarterly Financial Report

Agency: YMCA of Greater Seattle
Program: Alive & Free

Date: _____

Report for ___ 1st Qtr/Jan-Mar ___ 2nd Qtr/Apr-Jun ___ 3rd Qtr/Jul-Sep ___ 4th Qtr/Oct-Dec

	Cost Categories	Budget Award	This Request	Cumulative to date	Award Balance
1a	Personnel/Agency Services, Crisis Line and 2-1-1	\$			
1b	Personnel/Agency Services, Teen Link	\$			
2	Office/Operating Supplies				
3	Consultant or Purchased Services				
4	Direct Client Assistance				
5	Communications				
6	Travel & Training				
7	Intra-Agency Support				
8	Other per Detail				
	Grand Total	\$			

Requested Reimbursement: _____

ALIVE & FREE PROGRAM	OUTREACH
City of Auburn	\$30,000
City of Kent	\$30,000
City of Renton	\$30,000
City of Tukwila	\$30,000
City of Algona	\$
City of Pacific	\$
City of Fife	\$
City of Sumner	\$
City of Puyallup	\$
Program Totals:	\$ TBD

CITY OF AUBURN
2012 Demographic Report

Agency: YMCA of Greater Seattle
Program: Alive & Free

Date: _____

Category		1 st	2 nd	3 rd	4 th	Total YTD
Client Residence** **List all clients served in this category. In all other categories list participating cities' clients only.	Auburn					
	Kent					
	Renton					
	Tukwila					
	Algona					
	Pacific					
	Fife					
	Sumner					
	Puyallup					
	Unincorporated. King County					
	Other:					
	Unknown					
	TOTAL					
Client Income Level	30% of median or below					
	50% of median or below					
	80% of median or below					
	Above 80% of median					
	Unknown					
	TOTAL					
Client Gender	Female					
	Male					
Client Age	0-4					
	5-12					
	13-17					
	18-34					
	35-54					
	55-74					
	75+					
	Unknown					
	TOTAL					
Ethnicity/Cultural Background	Asian/Pacific Islander					
	Black/African American					
	Hispanic/Latino					
	Native American/ Alaskan Native					
	White/Caucasian					
	Other					
	Unknown					
TOTAL						
Condition	Disabling Condition					
ESL	Limited English Speaking					
Household	Female-Headed Household					
	Male-Headed Household					

**CITY OF AUBURN – JOINT HUMAN SERVICE AGREEMENT
2012 SCOPE OF SERVICES AND QUARTERLY SERVICE UNIT REPORT**

Agency Information:

YMCA of Greater Seattle
909 Fourth Avenue
Seattle, WA 98104

(206) 382-5245
(206) 382-7894 fax

Contact: Eleuthera Lisch

Title: Program Manager

E-mail: elisch@seattleyymca.org

Contract Information:

Contract Amount: \$

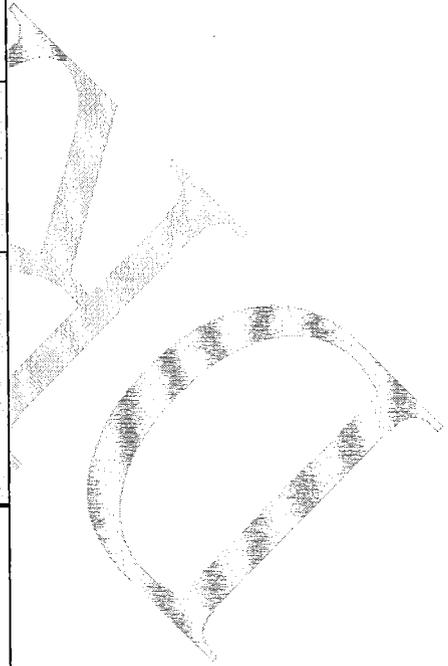
Program Name: Alive & Free

Description of Services: Reduction of youth & gang violence and increase community safety in the South King County region

2012 Outreach Workers (Hours)					
Service Unit Description:	Total Projected Clients {minimum clients served by city}	All Funding Sources			
		1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
Service Unit /Performance Measure					
Auburn					
Kent					
Renton					
Tukwila					
Algona					
Pacific					
Fife					
Sumner					
Puyallup					
Totals					

2012 Life Skill Group Sessions

Service Unit Description:	Total Projected Clients {minimum clients served by city}	All Funding Sources			
		1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
Service Unit /Performance Measure					
Auburn					
Kent					
Renton					
Tukwila					
Algona					
Pacific					
Fife					
Sumner					
Puyallup					
Totals					



CITY OF AUBURN

OUTCOMES REPORT -- EXHIBIT 5

Funder Reporting to: City of Auburn	Reporting Period:	to	Date Form Completed:
Agency:	Program:		
Contact Person:	E-mail:		Phone:

1st Qtr. Due: Outcome identified, indicators given, data collection method(s) explained
4th Qtr. Due: Outcome results

OUTCOME: *(What change do you expect to see?)*

MEASURABLE INDICATORS: *(How will you know change has occurred?)*

DATA COLLECTION METHOD(S):

OUTCOME RESULTS: *(Narrative) highlight your data, include your interpretation of the data and attach any graphics if available.*

Use additional pages as needed