

RESOLUTION NO. R 3263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A CONTRACT WITH YOUTH EASTSIDE SERVICES TO PROVIDE TO THE CITY AND ITS RESIDENTS, CERTAIN COUNSELING, EDUCATION AND CONSULTATION, SUPPORT, FAMILY AND YOUTH SERVICES.

Whereas, Youth Eastside Services provides counseling, education and other similar support services to youth, their parents and families directed toward improving the family environment of the City and its citizens, as well as modifying disfunctional, personal, social and family relationships; and

Whereas, the City of Kirkland recognizes the nature and quality of the services performed by Youth Eastside Services and further recognizes the City's need for such services to be available to the City, its residents and its citizens, and is therefore willing and interested in obtaining such services in order to enhance the public health, safety and welfare of the City of Kirkland, now, therefore,


Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. That certain agreement between the City of Kirkland and Youth Eastside Services, copy of which is attached to this resolution and by this reference incorporated herein, wherein Youth Eastside Services will provide certain youth and family oriented counseling and preventive education services and programs to the City of Kirkland and its inhabitants is hereby approved.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland said contract.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of March, 1986.

Signed in authentication thereof this 17th day of March, 1986.



Mayor

ATTEST:


City Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 198' is by and between the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as "City," and Youth Eastside Services, a private non-profit corporation of the State of Washington, hereinafter referred to as "YES," and covers the provision of youth services by YES to the City.

WHEREAS, the City Council has made a commitment to support services to youth and families who reside inside its borders; and

WHEREAS, the services sought by the City Council for Kirkland youth and their families are available from YES:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained to be kept, performed and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

SERVICES

1-A. General Program Description YES shall provide general youth counseling and prevention education programs, hereinafter referred to as services, directed toward (1) improving the family environment of City youth and parents, and (2) modifying dysfunctional personal, social, and family relationships. Prevention education programs will be geared to the interest and abilities of the City's youth and parents.

1-B. Services Defined Those services authorized and which have been or will be performed by YES under the terms of this agreement are defined as follows:

(1) Counseling: This is an activity conducted by trained personnel. Its goal is to alter or change illegal, disruptive, or dysfunctional behavior patterns in adolescents and families. It generally occurs in one-hour sessions, whereby one or more trained persons meet with the recipient or recipients in a private setting. Generally, sessions occur one time per week, but may occur more frequently as the recipient may require. There are three (3) types of counseling covered by this agreement.

1) Individual counseling: Defined as one recipient meeting with one counselor.

2) Family: Two or more recipients who are related meeting with one or more counselors.

3) Group: Three or more non-related recipients meeting with one or more counselors.

(2) Community Education: This is a planned, structured activity designed to improve, enhance and extend citizens' knowledge and skills in the following areas: Parenting, discipline, drug use/misuse, communication skills, adolescent development, limit-setting, and other areas as requested by the community. The formats include seminars, classes, workshops, speeches, media presentations, and recreational alternatives.

(3) Consultation and Technical Assistance: This is a face-to-face activity, delivered at the recipients' request by a YES staff member. Its purpose is to improve the quality and quantity of the recipients' knowledge about a wide variety of subject areas where YES has expertise. These areas include, but are not limited to: Adolescent behavior/development, juvenile crime, family and marital problems, drug

use/misuse, recreational alternatives, special education approaches, management techniques, social policy questions, supervision, student training, and volunteerism.

(4) Youth Development Activities: The goal of this service is to promote healthy adolescent development through positive contacts with interested adults and other young people. These adults and young people are recruited, screened, and trained by YES.

(5) Administrative Services: This activity is designed to monitor, evaluate, support, and supervise the aforementioned YES services. Activities include, but are not limited to: Accounting, record keeping, supervision, purchasing, hiring, firing, training, screening, coordinating, planning, maintenance, payroll, vouchering, statistics gathering, receipting, budgeting, secretarial services, and the audit.

1-C. Said services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards.

1-D. YES is and shall be at all times during the term of this agreement an independent contractor.

COMPENSATION

2-A. The rate of compensation to YES for completed services rendered under this agreement shall be determined annually. All such payments shall be approved by the City Manager or his designee. In no event shall the total of all payments for completed services rendered under this agreement exceed the budgeted amount approved by the City Council.

2-B. Payments made pursuant to Paragraph 2-A shall be the total compensation for all services performed by YES including all reports, supporting data, supervision, labor, supplies, materials, equipment, or the use thereof and for all other necessary incidentals.

2-C. YES will submit a monthly voucher statement to the City describing services that it has rendered under the terms of this agreement. Within four (4) weeks of the date the statement is received by the City, the City will pay the amount approved by the City Manager or his designee.

2-D. YES agrees that those services for which it seeks compensation under the terms of this agreement shall be or have been performed solely for residents of the City.

GENERAL ADMINISTRATION AND MANAGEMENT

3-A. 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 statements and bills submitted by YES to the City for its performance under this agreement.

3-B. The Executive Director of YES shall be responsible for overall administration of the provision of services by YES under the terms of this agreement and for coordination with the City.

TERMINATION OF AGREEMENT

4-A. Either party hereto may terminate or suspend this agreement at any time, with or without cause, by giving at least ten (10) days notice to the other party in writing. Termination or suspension shall be effective ten (10) days after notice thereof is delivered to the other party, or deposit in the United States Mail, postage prepaid, Certified or

Registered Mail. In the event that the City terminates or suspends this agreement, YES shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination or suspension.

GENERAL PROVISIONS

5-A. YES shall indemnify and hold the City harmless from and against any and all liability, loss, damages, claims, suits, actions at law or otherwise, judgments and costs (including but not limited to reasonable attorney's fees) that may arise from, grow out of or otherwise be attributable to any injury or death to any person or damage to any property, caused by, resulting from or otherwise attributable to the performance of services and duties under this agreement.

5-B. YES agrees to maintain and keep in force during the term of this agreement a standard form public liability insurance policy naming City as additional insured, with personal injury limits of not less than \$100,000 per person and \$300,000 per occurrence, and property damage limits of not less than \$100,000; and a standard form professional liability insurance policy with combined single limits of not less than \$300,000 per claim.

5-C. This agreement may not be assigned or otherwise transferred by either of the parties hereto.

5-D. YES agrees not to discriminate in employment against any person on the basis of race, color, creed, sex, age, national origin, or physical or other motor handicap, unless based upon a bona fide occupational qualification; and YES shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington. YES will take affirmative action to

insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, age, national origin, or physical or other motor handicap.

5-E. No change, alteration, modification or addition to this agreement will be effective unless it is in writing and properly signed by both parties hereto.

5-F. This agreement shall continue indefinitely or until terminated in accordance with provisions outlined above.

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

CITY OF KIRKLAND

YOUTH EASTSIDE SERVICES

By _____

By _____

Approved as to form

Assistant City Attorney

1/11/90 12:30

YOUTH EASTSIDE SERVICES

I N V O I C E

CITY OF KIRKLAND

Cost of Services

Paid by other Sources

Balance

Services for the month of _____

1. Counseling Services

_____ Direct service staff hours in counseling provided to city residents @ \$47.79 *

2. Community Education Services

_____ Staff hours provided to city residents @ \$67.50 *

3. Consultation and Technical Assistance/Community Org.

_____ Staff hours provided to city departments and organizations @ \$39.45 *

TOTAL COST OF SERVICES

FUNDING FROM OTHER SOURCES :

BALANCE OF COST OF SERVICES.

AMOUNT REQUEST THIS INVOICE \$ _____

Submitted by: _____ (Date)
Peter Berliner
Executive Director

Does not include service to LW schools
* Based on 1985 Actual Unit Cash Costs

R-3263

