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<b>PROJECT TITLE</b>	<b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>
<b>CONTRACTOR</b>	<b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i>  City of Redmond
<b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i>	<b>BUDGET OR FUNDING SOURCE</b>
<b>CONTRACT COMPLETION DATE</b>	<b>MAXIMUM AMOUNT PAYABLE</b>

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the AGENCY."

WHEREAS, the City has determined the need to have/provide certain social/community services performed for its residents/local area businesses but does not have the staffing or specialized expertise to perform such services, and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. The Agency shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. 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 and Method of Payment. The City shall pay the Agency for services rendered according to the rate and methods set forth on Exhibit C attached hereto and incorporated herein by this reference.
3. Agency Budget. The Agency shall apply the funds received under this Agreement within the maximum limit set forth in this Agreement and according to the budget on Exhibit C.
4. Independent Contractor. The Agency and the City agree that the 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 the Agency or any employees of the Agency.
5. Indemnity. The Agency agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Agency, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Agency, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:
  - A. The Agency's obligations to indemnify, defend and hold harmless shall not extend

- to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
- B. The Agency's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Agency and the City, or of the Agency and a third party other than an officer, agent, subcontractor or employee of the Agency, shall apply only to the extent of the negligence or willful misconduct of the Agency.

6. Insurance. The Agency shall provide the following minimum insurance coverages:

- A. Worker's compensation and employer's liability insurance as required by the State of Washington;
- B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence, two million dollars (\$2,000,000) general aggregate;
- C. Professional liability insurance, if commercially available in Agency's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement; and
- D. Contractor shall require any subcontractors to provide coverage which complies with the requirements stated herein.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Agency shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the Agency's negligence, the Agency's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the Agency's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Agency as to the insurance necessary to protect the Agency's interests and any decision by the Agency to carry or not carry insurance amounts in excess of the above is solely that of the Agency.

7. Record Keeping and Reporting.

- A. 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 to the

performance of this Agreement and compliance with this Agreement.

- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
  - C. The Agency shall submit reports outlined in Exhibit B.
  - D. 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 Scope are subject to the Washington State Public Records Act, Chapter 42.56 RCW.
8. Monitoring 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 monitoring by the City and any other governmental agency so authorized by law during the performance of this Agreement. The City shall have the right to an annual review of the Agency's financial statement and condition.
9. Termination. This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days written notice of the City's intention to terminate the same. If the Agency's insurance coverage is cancelled for any reason, the City shall have the right to terminate this Agreement immediately.
10. Discrimination Prohibited. The Agency agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The Agency understands that if it violates this provision, this Agreement may be terminated by the CITY and that the Agency may be barred from performing any services for the CITY now or in the future.
11. Conflict of Interest. No officer, employee, or agent of the Agency or any official, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the City's Human Service Program, shall have any personal financial interest, direct or indirect, in the Agreement.
12. City Business License Required. Prior to commencing the tasks described in Exhibit A, Agency agrees to provide proof of a current City of Redmond business license pursuant to Chapter 5.04 Section 040 of the Redmond Municipal Code.
13. Compliance and Governing Law. The Agency shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
14. Assignment and Sub-contract. The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the express written consent of the City.

15. Entire Agreement. This Agreement 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. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
16. Notices. Notices to the City of Redmond shall be sent to the following address:  
  
City of Redmond  
Attn: Project Administrator  
P.O. Box 97010  
Redmond, WA 98073-9710  
  
Notices to the Agency shall be sent to the Agency address identified on page 1 of this Agreement.
17. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the Agency, for providing any necessary information for and direction of the Agency's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The Agency shall report to and take any necessary direction from the Project Administrator.
18. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Agency and the City shall be referred for determination to the City Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.
19. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Agency for any breach of the agreement by the Agency, or for failure of the Agency to perform work required of it under the agreement by the City. Waiver of any right or entitlement under this agreement by the City shall not constitute waiver of any other right or entitlement.
20. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The Agency hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

AGENCY:

CITY OF REDMOND:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Angela Birney, Mayor

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_

Office of the City Attorney

**EXHIBIT A**  
**Scope of Work**

<b>Agency</b>	Hopelink
<b>Program</b>	Capella Financial Assistance Resiliency Pilot Program

<b>Funds Awarded</b> (maximum reimbursement amount, contingent on city's funding availability, agency performance, and other contract factors)		
Term:	8/6/24 - 12/31/24	<b>Contract # *</b>
Award:	\$ 250,000.00	

<b>Single Point of Contact</b>			
Name	Cindy Donohue	Email	cdonohue@hopelink.org
Title	Senior Manager	Phone	425-250-3025

**Program Objectives**

The primary purpose of this program is to support residents of Capella at Esterra Park with rental assistance. The program seeks to increase accessibility and engagement through onsite intake, identification of other needs (e.g., energy assistance), connection to appropriate resources, and assistance with recertification documentation as needed. Residents identified with rent arrears will be required to schedule an intake appointment where basic demographics will be collected, and a brief survey will be administered to understand unique needs and circumstances. The property manager will verify current ledger account information. 50% of rent owed will be applied to ledger and the remaining 50% will be applied following 3 month of on-time payments and lease compliance. Property manager will provide verification of the latter.

**Program Outcomes**

<b>Outcome 1</b>	Achievement Rate Target:	<b>90%</b>
% of households who complete intake within 1 month of program implementation.		

\* use this contract # on all invoices

**EXHIBIT B**  
**Reporting Requirements**

After completion of the project, a summary report shall be submitted to Alaric Bien at [abien@redmond.gov](mailto:abien@redmond.gov) that includes the following:

- Number of eligible Redmond households at time of implementation.
  - Number of individual outreach contacts
  - Number of households that completed a program application
  - Number of identified households who did not schedule or attend intake appointment
- Number of households that successfully received rental assistance and amount of assistance provided. Include data on number of households who received partial or full reimbursement.
- Survey results
- Program outcomes as specified in Exhibit A
- Demographics of households that apply for assistance using [this form](#)



**EXHIBIT C**  
**Budget**

**Compensation and Method of Payment**

Hopelink is authorized to bill \$26,250.00 to cover administrative costs. The remaining funds shall go toward direct assistance in support of residents at Capella. Any uncommitted unspent funds after October 31, 2024 may be applied toward Hopelink's Financial Assistance Program to serve broader community needs.

The Agency shall bill the City for program-related expenses, including \$26,250.00 to cover administrative costs. The Agency shall only bill for services described in Exhibit A of this Agreement. Invoices may be submitted monthly along with documentation of administrative expenses and direct aid for program participants. Invoices and back up documentation should be sent to Alaric Bien at [abien@redmond.gov](mailto:abien@redmond.gov).

All payments are made contingent on services provided. Payment will be made, on qualifying invoices, within 30 days from receipt of invoice (NET 30).