



City of Seattle

## Consultant Contract Cover Page

Place this cover page on top of the contract package, and post package into Summit.

Transmit an original Contract with this Cover page to City Clerk.

Seattle City Clerk MS: CH-03-10 3<sup>rd</sup> Floor City Hall

Agreement # 2014-03 / Amendment # / P.O. #	
Consultant Legal Business Name	Project BUILD, Durham County Cooperative Extension
Consultant Doing Business As Name	
Contract Title	Seattle Youth Violence Prevention Initiative Street Outreach Action Plan
Execution Date (last signature)	8/8/14
Contract Expiration	<input type="checkbox"/> When work is done <input checked="" type="checkbox"/> Specified Date <u>3/1/15</u>
Department / Division	Office of City Auditor
Department Contact/Phone	Claudia Gross-Shader, 684-8038
Contract Type (check one)	<input checked="" type="checkbox"/> Standard (Non-Roster) <input type="checkbox"/> Roster Agreement
Solicitation Type check one	<input type="checkbox"/> Advertisement <input type="checkbox"/> Roster (Informal Solicitation or Direct Selection from Roster) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency <input type="checkbox"/> Adverse Effect <input checked="" type="checkbox"/> Direct Appointment (under \$47,000)
Amendment Reason check all that apply	<input type="checkbox"/> Time Extension <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Revised Payment <input type="checkbox"/> Other:

Original Contract Amount	\$ 5,350
Total for this Amendment	\$ N/A
Amended Amounts to date	\$ N/A
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 5,350</b>

## City of Seattle

Office of City Auditor

### CONSULTANT AGREEMENT

Title: Seattle Youth Violence Prevention Initiative (SYVPI) Street Outreach Action Plan

**AGREEMENT NUMBER: 2014-03**

**THIS AGREEMENT** is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Office of City Auditor, as represented by the City Auditor; and Project BUILD, Durham County Cooperative Extension ("Consultant"), a county government agency of the State of North Carolina and authorized to do business in the State of Washington.

**1. SCOPE OF SERVICES:**

- a. Provide client forms and sample reports to Alive & Free (including stripping identifiable client data from Project BUILD forms & reports) – 10 hours (Michelle Young)
- b. Provide ongoing email & phone TA to Alive & Free on developing a client tracking and service delivery system – 20 hours (Michelle Young)
- c. Provide on-site technical assistance to the Seattle City Auditor's Office and the Seattle Youth Violence Initiative on implementation of a risk assessment tool to screen and refer clients to appropriate services and provide on-site follow-up to Alive & Free on implementing a service delivery documentation and tracking system to ensure that the program is ready for a future outcome evaluation – 20 hours (Michelle Young and Cory Rawlinson)
- d. Provide follow-up email and phone consultation over a six-month period to provide support for implementation of the tracking system (Alive & Free) and the coordinated client risk screening and case planning activities of SYVPI – 20 hours (Michelle Young)

**2. TERM OF AGREEMENT:**

The term of this Agreement shall begin when fully executed by all parties, and shall end on March 1, 2015, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

**3. PAYMENT:** The City agrees to compensate Consultant \$5,350 for the work provided in Section 1.

**4. LIABILITY:** The Consultant shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or any limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar law. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

**5. INSURANCE:** No insurance certificate is required. However, the Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

**6. CONTRACTUAL RELATIONSHIP:** The Consultant is an independent contractor. This Agreement does not authorize Consultant to act as the agent or legal representative of the City for any purpose whatsoever. Consultant is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

**7. NON-DISCRIMINATION EMPLOYMENT AND SERVICE:** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion,

ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Any violation of the requirements above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

8. **ASSIGNMENT:** The obligations conferred by this Agreement are personal in nature and Consultant may not assign or subcontract any work under this Agreement without the City's written consent.
9. **TERMINATION:** A) For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant. B) Actions Upon Termination: If the termination is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but compensation shall not exceed the maximum amount allowed under the Agreement.
10. **CHANGES:** The City and/or Consultant may, from time to time, request changes in the scope of the services, time or locations of services provided by the Consultant. No such changes, including any increase or decrease in the amount of the Consultant's compensation, shall become effective unless and until they are agreed upon by the City and Consultant and incorporated into an Amendment signed by both parties.
11. **COMPLIANCE WITH LAWS:** Consultant shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, King County and The City of Seattle.
12. **EXECUTORY AGREEMENT:** This Agreement will not be considered valid until executed by the City and signed by the City Auditor or his/her authorized designee.
13. **AUDIT:** The Consultant shall permit the City to inspect and audit all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Consultant shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

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

**CONSULTANT:**

Project BUILD

BY:

  
Michelle Young, Director

721 Foster Street, Durham, North Carolina, 27701

DATE:

8/8/14

**CONTRACT AUTHORITY**

City of Seattle/Office of City Auditor

BY:

  
David G. Jones, City Auditor

700 5<sup>th</sup> Avenue, Suite 2410, Seattle, WA 98124

DATE:

7/30/14

City of Seattle Business License Number: \_\_\_\_\_

Washington State Unified Business Identifier Number (UBI): \_\_\_\_\_