

CONTRACT FOR FEDERAL SUBRECIPEINT GRANT FUNDING

CITY OF YAKIMA
129 N. 2nd Street
Yakima, WA 98901
(Hereinafter referred to as City)

And

EDUCATIONAL SERVICE DISTRICT 105
33 South Second Avenue
Yakima WA 98902
(Hereinafter referred to as Subrecipient)

In consideration of the promises and conditions contained herein, City and Subrecipient do mutually agree as follows:

1.0 SUBRECIPIENT RESPONSIBILITIES

In accordance with this contract and the Memorandum of Understanding between Subrecipient, City and the Yakima School District, Subrecipient shall perform the following duties:

- 1.1** The objectives of this contract shall be as follows:
 - 1.1.1** Provide gang education and prevention measures to youth affiliated with or at risk to be affiliated with gang involvement in the Yakima School District middle schools.
 - 1.1.2** Provide appropriate training to Education Advocates to provide such education and prevention measures to student participants in the program, titled the Yakima Youth Leadership Program.
 - 1.1.3** Coordinate with the City and the Yakima School District on data collection and reporting, as well as other relevant matters associated with the program.
- 1.2** In order to accomplish the objectives of this contract, the Subrecipient shall perform the following specific duties:
 - 1.2.1** Hire Education Advocates to work part time, or full time, depending on funding during the full year. Education Advocates will meet a minimum of two times weekly with their assigned participants.
 - 1.2.2** Train Education Advocates in evidence-based methods to provide an agreed upon and created curriculum to the student participants and outreach to the parents/guardians/families of participants.
 - 1.2.3** Train Education Advocates on data collection techniques and require data collection.
 - 1.2.4** Work with the City on reporting as well as coordination with the Yakima School District.
 - 1.2.5** Provide the Education Advocates space, office supplies, computers, tech support, administrative support and pay all necessary taxes or payments associated with hiring Education Advocates.
- 1.3** Cost restrictions:
 - 1.3.1** Expenditures must be allocable and reasonable to further the goals and objectives as described in the grant proposals referenced in item 1.1
 - 1.3.2** Changes to key personnel must be reported to the City and approved by the Project Manager and/or funding source, if so required.

- 1.3.3 Capital expenditures for equipment valuing \$5,000 or more must be pre-approved for procurement, tracking and disposal of goods.
- 1.3.4 There will be not automatic carry-over of unexpended funds.
- 1.3.5 Funding of this award is by OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION, CFDA#16.123—Community-Based Violence Prevention Program, for which the City has obtained grant funds to be used by Subrecipient as outlined herein. The Subrecipient shall comply with all requirements imposed by laws, regulations and provisions of this award. Subrecipients expending \$750,000 or more in federal awards during the Subrecipient's fiscal year must have a single audit in accordance with OMB Super Circular (OMB 2 CFR 200).
- 1.4 Subrecipient shall be responsible for the repayment of any questioned costs by an auditor under this agreement.

2.0 CITY RESPONSIBILITIES

In consideration of the Subrecipient's satisfactory performance of the responsibilities set forth herein, the City shall compensate and/or reimburse the expenses of the Subrecipient as follows:

- 2.1 Total compensation and/or reimbursement of Subrecipient expenses will not exceed the totals in paragraph 2.2 below.
- 2.2 City will strive to compensate the Subrecipient within thirty (30) days of a properly executed Personal Services Claim Form, or an invoice received by the City.
 - 2.2.1 Subrecipient shall be compensated for a total of up to \$183,204.00, under the grant for the following:
 - a. Personnel, including fringe benefits and travel;
 - b. Equipment—specifically laptops or tablets, cellular telephones and tech support;
 - c. Indirect Costs.
 - 2.2.2 Except as expressly provided herein, the compensation rate listed in paragraph 2.2.1 includes all expenses necessary to the Subrecipient's satisfactory performance of this contract including, but not limited to labor, lodging and transportation.

Final claims must be submitted by October 15, 2022, the City cannot guarantee reimbursement for claims submitted after this date.

Good and services purchased by the Subrecipient must be received by the Subrecipient no later than December 1, 2021.

- 2.3 All payments for compensation and or/reimbursement of expenses to the Subrecipient shall be conditioned upon the Subrecipient's submission of appropriate forms and/or invoices, which support the performance for which payment is requested. Approval of all claims shall be conditioned upon the Subrecipient's performance of responsibilities stated in paragraph 1.0 to the satisfaction of the City, provided that such approval shall not be unreasonably held.
- 2.4 Except as expressly provided herein, all expenses necessary to the Subrecipient's satisfactory performance of this contract shall be borne in full by the Subrecipient.
- 2.5 Any date specified herein for payment(s) to the Subrecipient shall be considered extended as necessary to process and deliver a City warrant for the amount(s).

- 2.6** As a pass-through entity, the City is responsible for:
- 2.6.1** Identifying to the Subrecipient the Federal award information and applicable compliance requirement.
 - 2.6.2** Monitoring the Subrecipient's activities to provide reasonable assurance that the Subrecipient administers Federal awards in compliance with Federal requirements.
Monitoring activities may take various forms, such as reviewing reports submitted by the Subrecipient, performing site visits to the Subrecipient to review financial and programmatic records and observe operations, arranging for agree-upon procedure engagements, engagements for certain aspects of Subrecipient activities, such as eligibility determinations, reviewing the Subrecipient's single audit or program-specific audit results and evaluating audit findings and Subrecipient's corrective action plan.
 - 2.6.3** Ensuring required audits are performed and requiring the Subrecipient to take prompt corrective action on any audit findings.
 - 2.6.4** Evaluating the impact of Subrecipient activities on the pass-through entity's ability to comply with applicable Federal regulations.

3.0 EFFECTIVE DATE – DURATION

In coordination with the previously-approved Memorandum of Understanding, the contract commenced on the 19th day of February, 2020 and shall terminate at midnight on the 30th day of September, 2022, unless otherwise extended.

4.0 INDEPENDENT CONTRACTOR STATUS OF SUBRECIPIENT

Subrecipient and the Subrecipient's employees and agents shall perform all duties pursuant to this contract as an independent subrecipient. The City shall not control or supervise the manner in which this contract is performed nor withhold or pay any taxes on behalf of the Subrecipient or the Subrecipient's employees or agents.

5.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

6.0 OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

Unless otherwise stated prior to the work being done, all concepts or products created for the Yakima Youth Leadership Program are considered to be jointly owned. Additionally, all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the Subrecipient and Subrecipient's employee(s) and agent(s) in the course of performing, or as incident thereto, Subrecipient's duties pursuant to the contract shall, upon receipt, preparation, or development, become the joint property of the City and Subrecipient in perpetuity of any and all purposes. All items described above shall be provided to the City upon request.

7.0 COPYRIGHT

The Subrecipient shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this contract. This shall not include materials originated under this contract to which ownership belongs to the City, as discussed in the previous section.

8.0 CONFLICT OF INTEREST

Neither the Subrecipient nor any employee or agent of the Subrecipient shall participate in the performance of any duty pursuant to this contract in which duty such person has participated as an employee of the City.

9.0 CRIMINAL ACTIVITY

Subrecipient shall ensure that the Subrecipient and the Subrecipients' employees or agents having unsupervised access to children in the performance of this contract have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, persons having unsupervised access to children, under this contract, shall be fingerprinted and checked through the Washington State Patrol(WSP) criminal identification system, prior to performing services under this contract. Subrecipient may provide proof of an existing valid background check(s) to satisfy the requirements of this section.

10.0 TERMINATION

This contract may be terminated by the City or any designee thereof at any time, with or without reason, upon written notification thereof to the Subrecipient. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Subrecipient as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Subrecipient by mail or other means at an earlier date and/or time.

In the event of termination by the City, Subrecipient shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the contract.

11.0 INSURANCE COVERAGE

The Subrecipient is not included under any City of Yakima insurance coverage. Accordingly:

- The Subrecipient is responsible for obtaining his/her own insurance coverage for Auto and General Liability.
- The Subrecipient must provide Industrial Insurance (Workers Compensation Insurance) for him/herself including owners and directors, and any employees. It is further understood and agreed that the Subrecipient and the Subrecipient's employees are not covered by either Industrial Insurance or Unemployment Insurance through the City.
- The subrecipient should consider obtaining additional insurance for any other liabilities that they may be subject to.

The Subrecipient expressly waives all immunity and limitation on liability as an employee under any industrial insurance act or workers' compensation act and indemnifies and holds harmless City for any damages arising out of or in connection with the work of this contract, except to the extent that it is caused by City's sole negligence.

12.0 MALPRACTICE INSURANCE

All licensed Subrecipients providing services to minors must provide proof of current malpractice insurance

13.0 INDEMNIFICATION

The Subrecipient or its designee indemnifies and shall defend and hold the City, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against the City that are related to the Subrecipient's obligations or performance under this contract. The Subrecipient shall timely reimburse the City for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by the City as a result of such third-party claims, actions, liens, suits or proceedings.

The City or its designee indemnifies and shall defend and hold the Subrecipient, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against the Subrecipient that are related to the City's obligations or performance under this contract. The City shall timely reimburse the Subrecipient for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by the Subrecipient as a result of such third-party claims, actions, liens, suits or proceedings.

14.0 VERBAL AGREEMENTS

This written contract constitutes the mutual agreement of the Subrecipient and the City in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

15.0 APPLICABLE LAW

This contract shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Yakima County, Washington.

16.0 NONDISCRIMINATION

Subrecipient assures the City that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, disability or sexual orientation. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; American with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendment of 1972, as amended.

17.0 DISPUTES

Notice of potential disputes between the Subrecipient and the City on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the City of Yakima City Manager, whose decision shall be final.

18.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this contract, the Subrecipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

19.0 SUBRECIPIENT'S SIGNATURE

Subrecipient and/or Subrecipient's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Subrecipient so identified to the foregoing contract, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

In witness whereof, the City Manager of the City of Yakima and the Subrecipient certify that they have read, understand, and executed this entire contract.

EDUCATIONAL SERVICE DISTRICT 105

BY Kevin Chase
7AF8591A76DB44D...

TITLE Superintendent

DATE 9/24/2021

Washington State Department of Revenue:
UNIFIED BUSINESS IDENTIFIER:
#600-189-874

CITY OF YAKIMA

BY _____

TITLE City Manager

DATE _____

Washington State Department of Revenue:
IRS TAX ID # 916001315

Attachment 1: Memorandum of Understanding
Attachment 2: Grant Award

ESD ACC # 5928