

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: C-4  
DATE: April 22, 2010  
SUBJECT: Agreement with VOA for Safe Stop Program  
CONTACT PERSON: Deborah Knight, City Administrator

**ISSUE:**

The issue before the city council is to authorize the mayor to sign an agreement with the Volunteers of America (VOA) not to exceed four thousand five hundred dollars (\$4,500) over a four (4) year period for the Volunteers of America safe stop program.

As a result of a recent audit, the Volunteers of America is requesting a formal agreement between the parties. The proposed agreement (Attachment A) fulfills the auditor's request.

**STAFF RECOMMENDATION:**

Authorize the mayor to sign an agreement (Attachment A) with the Volunteers of America not to exceed \$4,500 without council approval over a four year period for the Volunteers of America safe stop program.

**SUMMARY:**

The city receives funding annually from the Criminal Justice Special Program for youth activities and domestic violence prevention. In the past, the portion the city receives for youth activities has been earmarked to support the safe stop program. The council budgeted \$1,500 for the Safe Stop program in 2010 because additional funds were available from the Criminal Justice Special Program.

The safe stop program is staffed by Volunteers of America. There are both planned and spontaneous activities, such as basketball games, for kids to participate in during the evening from 7 p.m.-10 p.m. Some kids attend because they don't want to be at home watching TV, while others say it's a refuge from troubled friends. Approximately 40-80 young people participate in the weekly program during the school year.

The city has supported the safe stop program using Criminal Justice Special Program funds for at least 15 years. The safe stop program was initially started by former

councilmember Patricia Knowlton to provide young people ages 11 to 18 with a safe place to go and hang-out on Saturday nights.

The program, which costs about \$8,500 a year, is partly funded by the cities of Sultan and Gold Bar and a grant from the county. The program was modeled after the Neutral Zone in Mountlake Terrace.

#### DISCUSSION:

The City agrees to pay Volunteers of America one-thousand five hundred dollars in 2010 and one-thousand dollars per year (\$1000.00/year) for 2011-2014, but not more than a total of four thousand five hundred dollars (\$4,500) for the services described in the Agreement. This is the maximum amount to be paid under this Agreement, and may not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

Payment to the Volunteers of America for the Safe Stop program may be amended with council approval if additional funding is available from Criminal Justice Special Program.

Volunteers of America will submit quarterly payment invoices to the City after services have been performed, and the City will make payment within four (4) weeks after the submittal of each approved invoice. The invoices will detail the hours worked and a description of the tasks performed.

The initial term of this Agreement will be May 1, 2010 and end on June 1, 2012. The agreement can be extended for an additional two (2) year term by mutual consent of both parties.

In exchange for the City's payment, VOA agrees to provide the following services:

Safe Stop agrees to hold open a place to the Sultan youth of target-age, properly staffed, at the Sultan Middle School, a minimum of 3 hours per day, every Saturday during the school year, unless inclement weather or conditions to not allow, but not less than 30 days per year. Safe Stop will provide activities, entertainment, and snacks to participants as appropriate.

Safe Stop will provide to City a schedule showing its facility to be open the required hours. Safe Stop will provide an initial schedule on or before May 1, 2010. Thereafter, until termination of this Agreement, a schedule shall be supplied quarterly and upon the City's request.

Safe Stop agrees to promote its facility to schools and community groups.

**FISCAL IMPACT:**

The program is funded through the city's allocation of Criminal Justice Special Program funds. However, if program funds are unavailable, the city would be obligated to make the payment from the general fund. The city has the right to terminate the agreement with 10 days notice.

**ALTERNATIVES:**

1. Authorize the Mayor to sign an agreement (Attachment A) with Volunteers of America not to exceed \$4,500 for the Safe Stop Program. This alternative implies the City Council is comfortable with the scope of work and budget and is prepared to authorize the Mayor to sign an agreement for services.
2. Do not authorize the Mayor to sign an agreement with Volunteers of America and direct staff to areas of concern.

**RECOMMENDED ACTION:**

Authorize the mayor to sign an agreement with the Volunteers of America not to exceed four thousand five hundred dollars (\$4,500) without additional council approval over a four (4) year period for the Volunteers of America safe stop program.

**ATTACHMENTS:**

A – Agreement for Services

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**COUNCIL ACTION:**

**DATE:**

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF SULTAN AND  
VOLUNTEERS OF AMERICA**

This Agreement for services is made this 1st day of May, 2010 between the City of Sultan, Washington (hereinafter "City") and the Volunteers of America Western Washington ("VOA") doing business at \_\_\_\_\_ with respect to their Safe Stop program (hereinafter "Safe Stop").

WHEREAS Safe Stop provides youth activities within the City of Sultan;

WHEREAS Safe Stop provides a valuable community benefit, including youth activities targeted at ages 11-19, drug and alcohol free environments, and other youth intervention services;

WHEREAS City wishes to provide for the continuation of these valuable community benefits;

Now, therefore City and Safe Stop agree as follows:

1. Payment to VOA. City hereby agrees to pay to VOA the sum of one-thousand dollars per year (\$1,000.00) for services for the duration of this Agreement. Payment shall be made as follows:
  - a. The City shall pay Volunteers of America one thousand five hundred dollars (\$1,500.00) in 2010 and one-thousand dollars per year (\$1000.00/year) thereafter, but not more than a total of four thousand dollars (\$4,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
  - b. Payment to the Volunteers of America for the Safe Stop program may be amended with council approval if additional funding is available from Criminal Justice Special Programs.
  - c. Volunteers of America shall submit quarterly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed.
  - d. If the City objects to all or any portion of any invoice, it shall so notify Volunteers of America of the same within fourteen (14) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

2. Effective date; duration. The initial term of this Agreement shall commence on May 1, and end on June 1, 2012. Upon mutual consent of both parties, this Agreement can be extended for an additional two (2) year term.
3. Services to be provided. In exchange for City's payment VOA agrees to provide the following services:
  - a. Safe Stop agrees to hold a space open to the Sultan youth or target-age, properly staffed, at the Sultan Middle School, Sultan, Washington a minimum of 3 hours per day, every Saturday during the school year, unless inclement weather or conditions to not allow, but not less than 30 days per year. Safe Stop shall provide to City a schedule showing its facility to be open the required hours. Safe Stop shall provide an initial schedule on or before May 1, 2010. Safe Stop shall provide activities, entertainment, and snacks to participants as appropriate. Thereafter, until termination of this Agreement, a schedule shall be supplied quarterly and upon the City's request.
  - b. Safe Stop agrees to promote its facility to schools and community groups.
3. Termination.
  3. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to Volunteers of America.
  4. Termination for Cause. If VOA refuses or fails to complete the tasks described in this Agreement, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to VOA, give notice of its intention to terminate this Agreement. After such notice, VOA shall have ten (10) days to cure, to the satisfaction of the City or its representative. If VOA fails to cure to the satisfaction of the City, the City shall send VOA a written termination letter that shall be effective upon deposit in the United States mail to VOA's address as stated below.
  5. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by VOA to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed.
4. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, VOA, its subcontractors or any person acting on behalf of VOA shall not, by reason of race, religion, color, sex, marital status, age, sexual orientation/gender identity, honorably discharged veteran or military status, national origin or the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person

with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. VOA agrees to maintain and provide its facilities and services in a nondiscriminatory fashion to all persons, as required by any and all Federal Civil Rights laws and Washington State laws against discrimination.

4. Insurance. Safe Stop shall maintain general liability and other insurance coverage in such amounts, and on such terms as set out in Attachment A. VOA shall furnish the City with original certificates and any required endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the VOA before commencement of the services.
5. Indemnity. Safe Stop hereby agrees to save indemnify and hold the City harmless of all claims, causes of action or demands for damages arising out of the provision of services under this agreement, except as to claims, causes of action or demands that are the result of the sole negligence or intentional acts of City. In the event of the concurrent negligence of City and Safe Stop, each City and Safe Stop shall be responsible to the degree of fault. This indemnity includes all claims for attorney's fees and costs incurred in defense of any claim. This indemnity also includes any claims of employees of Safe Stop. In that regard, Safe Stop hereby intentionally and voluntarily waives immunity as provided by Title 51, RCW. Safe Stop hereby sets forth its initials specifically agreeing to this waiver of immunity. \_\_\_\_\_(initials).
6. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and VOA.
7. Assignment. Any assignment of this Agreement by VOA without the written consent of the City shall be void.
8. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
9. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
10. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the

matter shall be referred to the Mayor, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

**CITY OF SULTAN**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Carolyn Eslick, Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT  
CONTACT**

**SERVICE PROVIDER**

Laura Koenig  
City of Sultan  
319 Main Street, Suite 200  
Sultan, WA 98294  
Phone: 360-793-2231  
Fax: 360-793-3344

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\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney

Attachment A

Insurance