

## CONTRACT FOR SERVICES

### City of Burien and Discover Burien

This Agreement for services is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city (“Burien”), and Discover Burien, a 501 (c)3 organized under the state of Washington (the “Contractor”), whose principal office is located at 611 SW 152<sup>nd</sup> Street, Burien, WA 98166 and collectively referred to as “Parties.”

WHEREAS, Burien needs to have certain services performed for its citizens but does not have the resources to perform such services;

WHEREAS, Burien wants to have the Contractor perform such services under specific terms and conditions;

WHEREAS, more specifically, the Contractor will manage, oversee, and be responsible for ensuring that any subcontractor(s), persons, or entities provide the services required under this Agreement; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, and incorporating the language above, the Parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall retain a subcontractor to perform those services described in Exhibit A and Exhibit A-1 attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor and subcontractor shall always comply with all federal or state statutes and all federal, state, and local rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain Burien’s prior written approval before initiating any specific task not included in the Scope of Services. If the scope or schedule is to be modified in any way, Burien’s prior written approval is also required.

2. Compensation and Method of Payment. Burien shall make payments to the Contractor based on month-end billings. The Contractor shall submit an invoice to Burien for services rendered by the Contractor and subcontractor, and Burien shall pay the Contractor for services rendered within thirty business days after receipt of an invoice in a form similar to Exhibit B attached hereto. The total amount to be paid under this temporary agreement **shall be \$49,000, inclusive of expenses.** The monthly payment, based on the total amount divided by the months of the agreement, will be \$24,500 per month for work performed over two (2) months. If an invoice, supporting documentation, and reports are not submitted within ninety (90) calendar days after completion of the services, Burien shall be relieved of all liability for payment to the Contractor and subcontractor of the amounts identified in the invoice or any subsequent invoice; provided, however, Burien may elect to pay any invoice that is not submitted on time. The Contractor shall complete and return IRS Form W-9, Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement and shall require the subcontractor to

submit a W-9 to the Contractor. Form W-9 is available on IRS.gov or upon request from the City of Burien.

3. Duration of Agreement. This Agreement shall be in full force and effect commencing October 31, 2023, and ending January 1, 2024, unless terminated sooner under the specified provisions.

4. Ownership and Use of Documents. Upon Burien's request, all calculations, computer files, documents, drawings, maps, models, photographs, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement and records verifying the services of the subcontractor shall become Burien's property whether the project for which they are made is executed or not. The Contractor and the subcontractor must remember that all records may be subject to public disclosure under RCW Chapter 42.56.

5. Independent Contractor. During the term of this agreement, including any extensions, the Contractor and any subcontractors are and shall always be independent contractors and not Burien employees. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, insurance, Workers' Compensation coverage, salary, or anything else from Burien. The Parties agree to the following rights consistent with an independent contractor relationship:

- A. The Contractor has the sole right to control and direct the manner, means, and method by which the services required by this Agreement will be performed.
- B. The Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- C. The Contractor or the Contractor's employees or contract personnel shall perform the services required by this Agreement; Burien shall not hire or supervise any assistants to help the Contractor.
- D. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Burien in the skills necessary to perform the services this Agreement requires.
- E. Burien shall not require the Contractor, the Contractor's employees, or contract personnel to devote full time to performing the services this Agreement requires.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records,

and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If Burien is assessed, liable, or responsible in any manner for such charges or taxes, the Contractor agrees to hold Burien harmless from such charges, taxes, costs, expenses, and fees, including attorneys' fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement unless otherwise specified in writing.

At its expense, the Contractor shall obtain and keep in force all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the Parties' sole benefit, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party.

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee health, pension, sick pay, vacation pay, or other Burien fringe benefit plan. Burien shall not obtain or be expected to obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. Burien shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits concerning work performed under this Agreement. Burien shall not provide any insurance coverage of any kind for the Contractor, the Contractor's employees, or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing services under this Agreement.

6. Indemnification. The Contractor and any subcontractor shall defend, indemnify and hold Burien, its agents, counsel, directors, employees, officers, officials (appointed or elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, court costs, and expenses, arising out of or resulting from the Contractor's or subcontractor's acts, errors or omissions in the performance of this Agreement, except for injuries and damages caused by Burien's sole negligence.

However, to the degree that this applies, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, subcontractor, and Burien, its agents, employees, directors, officers, officials (appointed and elected), and volunteers, the Contractor's and subcontractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's

waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The Parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, contractors (of any tier), employees, or representatives.

B. No Limitation.

The Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit Burien's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles that shall be written on Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. Burien shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy for the work performed for Burien using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 for each accident.
2. Commercial General Liability insurance shall be written with limits of at least \$2,000,000 for each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits of at least \$2,000,000 for each claim and a \$2,000,000 policy aggregate limit.
  - E. Other Insurance Provision.

The Contractor's Automobile Liability and Commercial General Liability insurance policies must contain or be endorsed to state that they shall be primary insurance for Burien. Any Insurance, self-insurance, or self-insured pool coverage maintained by Burien shall be in excess of the Contractor's insurance and noncontributory with it.
  - F. Acceptability of Insurers.

Insurance shall be with insurers with a current A.M. Best rating of not less than A: VII.
  - G. Verification of Coverage.

The Contractor shall furnish Burien with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before the commencement of the work.
  - H. Notice of Cancellation.

The Contractor shall provide Burien with written notice of any policy cancellation within two (2) business days of receiving such notice.
  - I. Failure to Maintain Insurance.

The Contractor's failure to maintain the insurance as required shall constitute a material breach of contract, upon which Burien may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Burien on demand, or at the sole discretion of Burien, offset against funds due to the Contractor from Burien.
  - J. Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, Burien shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Burien evidences limits of liability lower than those maintained by the Contractor.
8. Record Keeping and Reporting.
    - A. The Contractor 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 other such records as may be deemed necessary by Burien to ensure the performance of this Agreement.

- B. These records shall be maintained for at least seven (7) years after termination of this Agreement unless permission to destroy them is granted by the archivist's office under RCW Chapter 40.14 and by Burien.

9. Reports - Printed Copies & Electronic Version. When reports are required to be submitted to Burien under this agreement, the Contractor will provide a printed copy to Burien and an electronic version. The Contractor shall submit said electronic version to Burien in a computer format compatible with PC software programs currently used by the City of Burien (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI Arc GIS, etc.). The Contractor may require that subcontractors maintain and provide reports to the Contractor similarly to facilitate compliance with this section.

10. Audits and Inspections. The records and documents for all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The Contractor and any and all subcontractors shall permit Burien and state and federal agencies, from time to time as Burien deems necessary, or as required by any state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all of the Contractor's and subcontractor's pertinent books and records and any other person or entity that has performed work in connection with or related to the Contractor's and subcontractor's services under this Agreement to verify the accuracy of accounting records, and shall supply Burien with, or shall permit Burien to make a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon Burien's request. The Contractor shall ensure that such inspection, audit, and copying right of Burien is a condition of any contract, agreement, or other arrangements under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

11. Termination. Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days written notice of that party's intention to terminate the Agreement. Failure to provide products on schedule may result in contract termination.

12. Discrimination Prohibited. The Contractor and any and all subcontractors shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Contractor or subcontractor to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business.

13. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without Burien's prior written consent.

14. Conflict of Interest.

A. Governmental. No agent, counsel, director, employee, officer (appointed or elected), or representative of Burien who exercises any function or responsibilities in connection with the approval of, planning, and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined by RCW 42.23.040 (Remote interests).

B. Contractor. The Contractor shall comply with and require any and all subcontractors to comply with all federal and state statutes and federal, state, and local conflict of interest laws, orders, policies, and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to Burien's agents, counsel, directors, employees, officers (appointed or elected), or representatives. The Contractor represents that the Contractor presently has no interest and shall not acquire any direct or indirect interest, in fact or appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to immediate termination. The Contractor must search and report any actual or potential conflicts of interest while working under this Agreement.

C. Contractor Employees. If the Contractor has employees, the Contractor covenants that, concerning its performance of this Agreement, no person having any interest, direct or indirect, in fact or appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, concerning this Agreement or the activities assisted by or through this Agreement, will not directly or indirectly, actually or appear to (a) use their position for personal gain, (b) engage in activities that will conflict with in any manner or degree the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, a pecuniary interest, either for themselves or for those with whom they may have business ties or immediate family ties, or (e) will not benefit either for themselves or those with whom they may have business ties, and (f) will not accept or engage in outside employment that would conflict with their responsibilities under this Agreement.

15. Prohibited Use of Funds. None of the funds, material, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes to support or defeat legislation pending before the Burien City Council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

16. Entire Agreement. This Agreement is 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 any of the Parties. Either party may request changes in the agreement. Mutually agreed changes shall be incorporated by written amendment(s) to this Agreement.

17. Notices. Administrative notices to the City of Burien shall be sent to:

Garmon Newsom II, City Attorney  
 City of Burien  
 400 SW 152<sup>nd</sup> St., Suite 300  
 Burien, Washington 98166  
 Telephone: 206-641-1182  
 Email: GarmonN@BurienWA.gov

Legal notices shall be sent to the Burien City Clerk at the above address.

Notices to the Contractor shall be sent to the following address:

Debra George  
 Executive Director  
 Discover Burien  
 611 SW 152<sup>ns</sup> Street  
 Burien, WA 98166  
 Email: ed@discoverburien.org

18. City of Burien Business License. The Contractor agrees to obtain and agrees to require any and all subcontractors to obtain a City of Burien business license before performing any work according to this Agreement or any related agreements.

19. State of Washington Requirements. The Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account, and/or unified business identifier number as required by RCW 50.04.140 (Employment—Exception tests) and 51.08.195 (“Employer” and “worker”—Additional exception) before performing any work under this Agreement.

20. Applicable Law; Venue; Attorneys’ Fees. This Agreement shall be governed by and construed under the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys’ fees, court costs, and expenses.



21. Compliance by subcontractor(s). The Contractor shall ensure that as a condition of any contract, agreement, or other arrangements under which any subcontractor, person, or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement, that subcontractor, person, or entity shall agree to comply with terms of this Agreement.

CITY OF BURIEN, WASHINGTON

By:   
Adolfo Bailon

Title: City Manager

Date: November 1, 2023

Discover Burien

By:   
Debra George

Title: Executive Director

Date: 10/31/23

# EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor, directly or through the services of a subcontractor, shall furnish the work described below, including preparatory work and follow-up work with appropriate parties to address emerging issues. More specific instructions on work to be performed, but not limited to, those items listed in Exhibit A-1, itemized Scope of Work.

Provide information and access to services, with the primary focus on providing shelter to the homeless population within the City of Burien. The focus of work should be on individuals residing at the unsanctioned encampment located at Ambaum Blvd SW and SW 120<sup>th</sup> Street.

Support the Burien Police Department and homeless population by serving as the initial point of contact on issues related to the homeless, as requested by Burien Police Department personnel: perform de-escalation work to reduce the likelihood of arrest and/or incarceration. Maintain a close working relationship with Law Enforcement Assisted Diversion (LEAD) program personnel to increase the success of the effort.

Serve as primary agents for disseminating information to the homeless population about City Ordinances that affect the homeless population.

Collaborate with the Burien Police Department and groups that provide outreach services within the City of Burien. Share appropriate information with all necessary parties to ensure an efficient and effective approach to working with the homeless community.

Billing/Rate Information: Burien will reimburse the Contractor as follows:

\$24,500 per month, inclusive of all expenses, after receiving a month-end billing notice.

# Exhibit A-1

- **Contract will be considered a pilot project**
  - Limited to two months in 2023.
  - Primary work site: Encampment at Ambaum Blvd SW and SW 120<sup>th</sup> Street.
    - Secondary: Other Burien sites requiring services/support
  - Potential Start Date: October 31, 2023.
  - Initial 30-day period
    - General intake of all camp residents
    - Communicate with all partners performing work as necessary.
      - Burien Police Personnel
      - Burien Police and Fire Co-Response Teams
      - LEAD
      - REACH
      - Salvation Army
      - Catholic Community Services
  
- **Contractor to Identify options for shelter**
  - Preference is given to the unhoused that meet shelter with eligibility criteria and addresses, to the extent possible, their specific issue(s).
    - Mental health treatment
    - Substance Abuse Treatment
  - If issue-specific shelter is unavailable, the shelter option will comply with federal regulations.
    - Indoors
  
- **Contractor to maintain active communication with partners**
  - Weekly meetings with the Burien Police Department
    - Most appropriate personnel identified by Chief Boe
  - Weekly meetings/exchanges of information with county/city outreach agencies
    - LEAD
    - REACH
  - Weekly meetings/exchange of information with other outreach agencies
    - Salvation Army
    - Catholic Community Services
    - Burien Police and Fire Co-Response Teams
    - Sound
  - Information and Case Managers
    - Share with case managers (if any) the end location of their respective clients.
      - Name of shelter and address
      - Disclosure of information to a case manager to occur within one (1) week of relocation.

- **Contractor and Burien Police Department (BPD)**
  - Contractor to serve as BPD's primary de-escalation effort.
    - Primary for camp on Ambaum Blvd SW and SW 120<sup>th</sup> Street
      - Any issue that needs additional BPD response will be relayed to BPD.
      - Secondary Burien locations requiring services/support.
    - Contractor to serve as the primary conveyer of ordinance-specific information to campers that affect the unhoused community.
    - Release of information to campers to be coordinated with BPD and shared with other outreach organizations.
      - Information relayed to campers should be performed one-on-one to the extent possible.
      - Information relayed to other outreach organizations may be performed through email.
  - Contractor to provide Burien with a list of resources incorporated into work.
    - Transform Burien
    - OPS (sex trafficking organization)
    - Salvation Army
    - Other resources to possibly include the following:
      - Catholic Community Services
      - CReW
      - Sound
      - Hospitality House
      - MSC shelter
      - Mary's Place
      - DAWN Shelter
      - YMCA Arcadia Shelter
      - YWCA
      - LEAD
      - REACH
      - Navos

EXHIBIT B

Billing Voucher

To: City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Phone: (206) 241-4647  
FAX: (206) 248-5539

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Specific Program: \_\_\_\_\_

Contract period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested for this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

-----

BUDGET SUMMARY:

|                                          |          |
|------------------------------------------|----------|
| Total contract amount                    | \$ _____ |
| Previous payments                        | \$ _____ |
| Current request                          | \$ _____ |
| Total requested this<br>contract to date | \$ _____ |
| Balance remaining                        | \$ _____ |

Note: The Contractor should use the Contractor's invoice form. If the invoice does not include the Budget Summary information shown above, it should be included with the Contractor's invoice.