

CR: _____ Date: _____ PO# & Loc: _____



City of Bellevue
450 110th Ave. NE
Bellevue, WA 98004

Modified Professional Services Contract

City of Bellevue Contract Identification Information:

Contract Title: **Safe Parking Pilot**

This Contract is entered into between the **City of Bellevue, Washington ("CITY")** and – **4 Tomorrow – 16305 NE 87th St. #115, Redmond, WA, 98054 ("CONSULTANT")**.

1. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale and in compliance with all standards, policies, and rules reasonably established by the City.
- B. Modification. The City periodically may make changes to the Services that are within the general scope of the Contract, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultants compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City will be paying the Consultant for such services:
 - ☐ Hourly Rate: per hour, but not to exceed plus all applicable taxes. ☐
 - Fixed Sum: A total amount of: plus all applicable taxes.
 - ☒ Other: Not to exceed \$672,350, plus all applicable taxes, for all services performed and expenses incurred under this Contract
- B. The Consultant shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City. The City shall provide Consultant a one-time up-front payment in amount of \$222,350 for the items identified in Attachment A-1 "Program Startup Fees" and estimated therein. Consultant shall provide City with documentation (e.g. receipts) evidencing actual costs for those items identified in Attachment A-1. In the event actual costs for Program Startup Fees exceeds the up-front payment, Consultant shall invoice City for any overages and provide documentation as set forth herein. Any balance remaining from the up-front payment shall carry forward to offset ongoing costs of providing the services set forth in Attachment A-1 Scope of Services, and as described and permitted in Attachment A-1: Overall Program Budget.
- C. The City shall pay all invoices from the Consultant by mailing a City warrant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment, or in the instance of upfront payments, require repayment, for such work until it meets the requirements of the Contract.

- F. Expenditures outside of those identified in Attachment A-1 shall require prior written approval from the City.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification. Without limiting the foregoing, Consultant agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.
- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Contract, including where applicable Bellevue City Code 4.28.170.
- C. Violation of this Section 3 shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF CONTRACT

- A. See Attachment "A" for term details.
- B. Rights Upon Termination. This Contract may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Contract shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination. In the event of termination, Consultant shall return any remaining balance of the up-front one-time payment set forth in Section 2 to the City.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the City and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent Consultant to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Contract whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Contract, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The director of the Department, or his/her designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Consultant, its contractors, subcontractors, and/or the users of the Consultant's services and/or

products, except for injuries and damages caused by the sole negligence of the City. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Consultant.

- B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, directly caused by the sole negligence of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, 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 Consultant and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- D. The Consultant will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Contract, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7, above, to be named as additional insureds on the policy required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide the City with certificates of insurance and other supporting materials as the City reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

9. INDEPENDENT CONTRACTOR

- A. Nature of Relationship. The Consultant shall be and act as an independent contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the City. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Contract in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the

Services called for under the Contract, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the City, the Consultant will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Consultant acknowledges that as an independent contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

- B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Contract. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Consultant's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Consultant to perform the Consultant's obligations under the Contract. The City will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Contract.

11. GENERAL PROVISIONS

- A. Governing Law; Forum. The Contract will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.
- B. Severability. If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Contract will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Contract.
- D. No Assignment. Neither the Contract nor any of the rights or obligations of the Consultant arising under the Contract may be assigned, without the City's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. City Marks. The Consultant will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. Notices. All notices and other communications under the Contract must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this Contract.
- G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. Counterparts. The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

12. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or Contracts, either written or oral with respect to such scope of work. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

13. INFORMATION SECURITY REQUIREMENTS

Consultant may have access to City data or systems and shall comply with all requirements as set forth in Attachment "D".

14. SECURITY/BACKGROUND CHECKS

A. If requested by the City, the Consultant shall do all things necessary for the City to fully conduct security and/or background investigations on the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Contractor under this Agreement at a time and frequency as the City determines to be appropriate. Such investigations may include, but not be limited to, a criminal background check and fingerprinting. Failure to promptly comply with the required backgrounding process, and/or having insufficient qualified staff who have passed the backgrounding process, may result in immediate termination of the Contract at the City's election. Such termination will not result in any costs, fees or liability to the City. In no case shall the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Consultant under this Agreement have access to facilities, records, or data files of the City, or vulnerable adults or children in City programs without prior written approval from the City.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

Consultant:

Signature: _____

Printed Name: Monik Martinez

Title: Executive Director

Date: _____

UBI # 604477199

Phone # (425) 500-477

City of Bellevue

Signature: _____

Printed Name: Diane Carlson

Title: Acting City Manager

Date: _____

Approved as to form
by: _____

Assistant City Attorney

Attachment "A"

Scope of Services & Compensation

1. The Services

1.1 General Description:

Facilitate a safe parking program for individuals whose vehicles serve as their sole place of residence, including management of a safe parking site on City-owned property for up to twenty vehicles, and offering supportive case management to participants of other safe parking programs within the City of Bellevue. See Attachment A-1 for the detailed Scope of Services.

1.2 Term of Contract:

Consultant will begin providing services on, or about February 6th, 2024, or upon contract execution effective as of the last date written, whichever is later, and will complete services on December 31st, 2024, however, Consultant shall not initiate, or otherwise begin work on any services covered by this Contract until notification to proceed is provided by the City's designated personnel, as identified below.

1.3 Renewal of Contract:

City may exercise an option to extend the contract to June 1, 2025 under the same terms and conditions for a total contract amount not to exceed \$900,000. .

1.4 Deliverable Items:

See Attachment A-1 Scope of Services

1.5 Designated Personnel:

Consultant's main point of contact at the City will be Nicolas Quijano or such other personnel as the City may designate from time to time. Nicolas Quijano may be contacted via e-mail at NQuijano@BellevueWA.gov, or via call or text at (425) 229-5819.

For all concerns directly related to property management (such as reporting damages to the facility), Consultant should contact both Nicolas Quijano and Erin Perry of Azose Commercial Properties. Erin Perry may be contacted at eperry@Azose.com or 425.864.3961.

2. Compensation

2.1 Amount & Basis: Consultant will submit an invoice to City for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Consultant will furnish such itemized receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

Attachment “A-1” Scope of Services

Task 1: Program Design

1.1 Staffing

- A. Program staffing shall include at least:
 - a. One site supervisor
 - b. Two site supervisor assistants
 - c. One life services coordinator
 - d. One site host
- B. Provide for consistent program management and oversight
- C. 24/7 availability of staff to address crises or immediate concerns; staff on site daily, and at all times that the day center is operational.
- D. Provide immediate needs support (i.e. access to showers and bathrooms) and goals-oriented case management that helps program participants get on track to find stable housing

1.2 Code of conduct and safety plan

Consultant will partner with City stakeholders to develop a participant Code of Conduct and a Safety Plan. Safety Plan and Code of Conduct to be approved by designated City staff prior to implementation.

1.2.1 Code of Conduct

Administer a code of conduct for program participants. Code of conduct will include all provisions required by Land Use Approval - Permit Number 23-109483LR, establish quiet hours and detail other expectations of program participants while on site. Administration will include ensuring that program participants sign or otherwise opt into the code of conduct.

Set clear written procedures for exit of program participants that conduct themselves in such a way as to be in violation of code of conduct, or at conclusion of City's pilot program.

1.2.2 Safety Plan

Develop and administer a Safety Plan to include at minimum:

- A. Use of security patrols, including which staff will conduct said patrols, or if they will be conducted by contracted security staff.
- B. Coordination between Consultant, Bellevue Public Safety staff (e.g., police, fire, etc.), and private security forces employed by surrounding property and business owners.
- C. Provide a phone number and point of contact at the site for the community to report concerns.
- D. Protocol for addressing reported concerns and documenting resolution.
- E. Conduct background checks and participant screening at program entry, screening potential participants for, at minimum, sex offender status, and declining services to potential participants that are registered sex offenders.

Task 2: Facilitation of Safe Parking Pilot

2.1 Manage Lincoln Center Safe Parking Property

Safe Parking Pilot Program to be located on portions of Lincoln Center site and building as designated in the no-cost Lease Agreement between City and Consultant. Site management and operations shall remain in compliance with all lease provisions including property use and maintenance, relevant permit requirements, inspections, and contractual obligations and in accordance with terms of the lease agreement and Land Use Approval - Permit Number 23-109483LR (Attachment A-2).

- A. Maintain site hygiene by ensuring that all trash and recycling are properly disposed of, that parts of facility managed by Consultant remain in the condition they were in at time of lease signing, and ensuring that any potential “attractive nuisances” (such as broken windows or graffiti) are promptly dealt with by notifying property management City staff, as identified in Attachment A, Section 1.5 – “Designated Personnel.”
- B. Ensure no pollutants enter storm drains, have a spill kit on site in order to clean up spills and prevent them from entering the storm drains, notify Water Quality at 425.452.7840 if pollutants enter any storm drains, and hire a stormwater cleaning contractor if pollutants enter any storm drains.
- C. Before installation of any mobile hygiene facilities (porta potties), obtain written permission from City.
- D. If allowing pets of program participants on site, ensure that the presence of pets is not disruptive to Safe Parking or other tenant on site. This should include ensuring that any program participants with pet allergies are given fair and equitable access to the facility and day center. Further, this should include at least the following expectations for pet owners:
 - a. Ensuring that pet owners are responsible for and accompany their pets at all times when in the day center.
 - b. Prohibiting any pets whose behavior is violent or cannot be controlled by the owner
 - c. Prohibiting any loud noise by pets (such as barking).
 - d. Requiring that all pets are leashed or otherwise held by pet owners at all times when not in the vehicle.
 - e. Ensuring that pets do not have fleas or other communicable conditions or diseases.

2.2 Services to program participants

- A. Receive referrals for Safe Parking program from City staff
- B. Develop intake paperwork that collects necessary information from program participants, establishes goals for program participants to work on, and delineates how program participants and Consultant staff will each be responsible for achieving these goals.
- C. Serve up to 20 separate program participants (households) in vehicles
- D. Conduct intake with referred prospective program participants within one business day of referred party's availability, identifying program participant needs, steps necessary to help program participants find housing stability, and ensuring program participants understand code of conduct.
- E. Meet regularly with program participants to help drive progress towards attaining housing and achieving stability.
- F. As necessary, provide support in eliminating immediate barriers to stability, by helping program participants to obtain documentation of identity, find employment and education opportunities, enroll in Coordinated Entry and other housing assistance programs, address mental and medical health barriers and find legal assistance.
- G. Identify programs that provide tailored services to specific subsets of the population of program participants served (for example, families with children, women, men, members of the LGBTQ community, people of color, senior citizens) and establish referral strategies for connecting program participants that fall within these population subsets to those services.
- H. Help program participants to achieve housing stability and exit program within target of 180 days of entry to program, or track and document why program participants are unable to achieve housing stability within 180 days.
- I. Establish an exit planning strategy for program participants that outlines how Consultant will communicate any time limits for participation in program, establish an agreed-upon goal to find stable housing, and assist program participants in working towards stable housing.
- J. Ensure that program will offer 24/7 access to restrooms, and daily access to showers, food preparation and storage facilities, and laundry facilities.
- K. Conduct additional necessary steps to support successful program participation and goal achievement.
- L. Purchase or lease washers and dryers to connect to day center washer and dryer hookups.

2.3 Severe Weather Response

When severe weather conditions exist in alignment with King County Regional Homeless Authority (KCRHA) severe weather thresholds, or as authorized by the City, activate an emergency weather response. Response to include, at minimum, assessing conditions and determining appropriate response, which could but is not required to include temporary use of the facility as an emergency weather shelter for program participants, issuing hotel vouchers, or providing additional resources to program participants in order to help said program participants stay warm. Consultant will not offer emergency shelter on site in any other circumstance except in response to emergency

weather response. Consultant will only activate emergency response protocol, including offering indoor shelter, when KCRHA identifies that an activation threshold has been crossed, or if both Consultant and City staff agree that emergency protocol is warranted.

2.4 Communication with neighboring businesses

Consultant will:

- A. Establish point of contact with, at minimum, all neighboring properties and those within 500 feet of Lincoln Center.
- B. Respond within one business day to concerns from neighboring properties.
- C. Maintain record of comments from, and response to, neighboring businesses.

2.5 Coordination with Designated City Staff

Consultant will, at minimum:

- A. Meet monthly with designated City staff (see Attachment A – 1.5 “Designated City Staff”) to discuss program performance (see Task 4: Program Evaluation and Continuous Improvement below)
- B. Provide weekly updates via email on capacity of Consultant to take on new referrals, and any other relevant program updates.
- C. Direct all requests for referral to program to Designated City staff for referral; all new program referrals must come from designated City staff.
- D. Respond within one business day to new program referrals, unless exception permitted by designated City staff.
- E. As needed, be available to attend city or community meetings in order to present about the program.

Task 3: Support additional safe parking programs throughout the City

3.1. Support launch of additional safe parking programs

- A. Establish communication with religious organizations that City staff identify as having interest in hosting safe parking on their property.
- B. Review City of Bellevue Livable City Year Safe Parking program launch materials, prepare additional materials as needed to provide guidance to interested organizations.
- C. As needed, provide program development support to other safe parking operators, for as many as four additional safe parking sites, by either leading or assisting in:
 - a. Identifying how to engage with their surrounding neighborhood regarding safe parking.
 - b. Identifying how programs will offer essential services to program participants, especially access to bathrooms and running water.
 - c. Identifying a point of contact within the organization for addressing any issues that arise with the program or with program participants.

3.2. Provide case management to participants for other safe parking programs

Establish agreement and schedule for providing case management support to vehicle resident program participants. Provide case management and support to up to 20 additional households at a time participating in safe parking programs hosted by religious organizations within the City of Bellevue, offering same services outlined in Services to Program Participants 2.2 above.

3.3. If necessary, assess need for expansion of supportive services offered

If citywide program reaches maximum number of additional sites (4) or additional program participants (20), work with the designated City staff to identify best approach for supporting additional capacity.

Task 4: Program Evaluation and Continuous Improvement

4.1 Data Tracking

The goal of the program is to provide safety and stability to aid program participants in obtaining permanent housing. Effectiveness of program and services will inform improvements to or extension of pilot program.

Consultant will track and report monthly regarding program data and outcomes, including, but not limited to:

- A. Demographic information of program participants
- B. Employment and income of program participants
- C. Housing status of program participants (follow for at least 12 months past program exit)
- D. Services and referrals received by program participants
- E. Total number of program participants served
- F. Average length of program participant stay in program
- G. Vehicles served by type

Consultant shall also encourage and incorporate regular feedback from program participants, via a survey or other means, and share this feedback with the City.

4.2. Performance analysis

At minimum:

- A. At least monthly, provide the above data and narrative updates to designated City staff in written form.
- B. Meet monthly with designated City staff to analyze data and anecdotal evidence, assess program performance, and determine areas for program improvement.
- C. Twice a year, provide a 6-month progress report, including a narrative summary of the pilot to date and recommendations regarding program continuation. First report is due 6 months after date of contract execution.
- D. At least monthly, review program participant feedback and include summary in update to the City.

4.3 Continuous improvement

- A. As necessary, based on analysis, implement improvements to program in order to best serve program participants.
- B. Confirm with and obtain approval of designated City staff before implementing significant changes.
- C. Incorporate program participant feedback in program decision making

Program Startup Fees

Staffing	
Program staffing <i>10 Hours weekly oversight and program development, Executive Director</i> <i>10 hours weekly oversight and program development, Chief of Staff & Operations</i> <i>8 hours weekly support and employee development to new Life Services Coordinator by existing LSC</i> <i>8 hours of site support and bookkeeping, Chief Administrative Officer</i> <i>Overtime for existing staff – program planning, launch, training, covering shifts, emergency <u>response</u></i> <i>1 FTE Site Supervisor @ <u>XX/</u>hr</i> <i>2 FTE Assistant Site Supervisor @ <u>XX/</u>hr</i> <i>1 FTE Life Services Coordinator @ <u>XX/</u>hr</i> <i>Emergency and nighttime response - over time / on call hours</i> <i>For initial two months of service</i> <i>+ Taxes and benefits</i>	\$50,000
Total	\$50,000

Operating Costs		
Security cameras and security system <i>Purchase and installation of security cameras, alarms, motion sensor lights, locks, and other items essential to preparing the facility for safe operation</i>		\$10,000
Signage <i>Welcoming, site direction, and site designation signage required at facility prior to program launch</i>		\$2,000
Site maintenance <i>Purchase of garbage cans, initializing contracts and paying for first two months of any cleaning services, cleaning and preparation of outdoor space (i.e. landscaping of green space in parking lot, cleaning of actual parking lot)</i>		\$4,000
Day Center Cosmetic Repairs <i>Costs for painting the walls, repairing, modifying, or adjusting features of facility (office areas, reception desk, kitchen) prior to program launch</i>		\$10,000
Consulting <i>Design of Safe Parking program required prior to program launch, including but not limited to design of safety plan, program participant engagement plan, and community engagement and education efforts. \$125/hr for 160 hrs of consulting over two months.</i>		\$20,000
Staff Supplies <i>Office supplies for program staff, including paper, pens, etc.; 4 Tomorrow organization-specific items (branded clothing, badges, lanyards)</i>		\$2,000
Technology <i>Computers, keyboards, printers, phones and monthly phone costs, Smartsheet and Adobe suite subscriptions for program. On-site computers and other technology for program participant use.</i>		\$24,000
Furniture <i>Purchase of furniture at the site to prepare site prior to program launch, such as couches, tables and chairs</i>		\$18,000
Day center supplies <i>Cleaning supplies for daily cleaning needs (such as mops, brooms), basic tool set (such as drill, hammers, etc.), day center supplies (on site activities), kitchen supplies (silverware, pots and pans, etc.)</i>		\$2,000
Check-in station <i>Purchase and installation of a check-in/welcome station structure at entrance of Safe Parking lot</i>		\$10,000
	Total	\$102,000

Program Participant Assistance and Services		
Extreme weather preparation <i>Purchase of items that the program will need to have on hand prior to program launch in order to ensure safety from cold weather for program participants, like blankets, handwarmers, coats, etc.</i>		\$10,000
Food <i>Purchase of food items to have stocked in kitchen prior to program launch (such as nonperishable foods like dried pasta, canned goods, essentials like milk, eggs, etc.)</i>		\$4,000
Hygiene supplies <i>Purchase of hygiene supply items to have stocked on site prior to program launch (such as soap, toothbrushes and toothpaste, etc.), including PPE</i>		\$2,000
Porta Potties <i>Two porta potties, three months of regular servicing</i>		\$2,000
Washer and dryer <i>Purchase and installation of washer and dryer, required for day center prior to program launch</i>		\$4,000
Program participant stability assistance <i>Funds used to help program participant attain stability, such as move-in fees, costs to obtain documentation, and other case management fees.</i>		\$15,000
	Total	\$37,000

Indirect Costs		
Indirect Costs <i>Finance, IT and HR and other program administration costs, at 15% of budget</i>		\$33,350
Grand Total		\$222,350

Overall Program Budget

Personnel Position Title(s)	Amount Charged to Contract
Site Supervisor	\$79,200
Assistant Site supervisor (2)	\$123,200
Life Services Coordinator	\$52,800
Executive Director	\$20,000
Chief of Staff and Operations	\$15,000
Other support staff	\$9,800
Program launch staffing costs	\$50,000
Subtotal Personnel Costs	\$350,000

Other Line-Item Categories	Description	Amount Charged to Contract, program launch	Amount Charged to Contract, ongoing
Operating Costs	Supplies, technology, sanitation, other operational costs	\$102,000	\$60,000
Program Participant Assistance and Services	Move-in assistance, bus fare, and other assistance provided to program participants	\$37,000	\$55,000
Indirect Costs	HR, IT, finance and other admin fees	\$33,350	\$35,000
Subtotal Other Costs:		\$172,350	\$150,000

Grand Total Bellevue Funds	\$672,350
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Attachment "B"

Insurance Requirements

The Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/
\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:

Self-insured retentions no higher than \$50,000.00 .

D. Other Provisions:

1. Commercial General Liability policies must be endorsed to:
 - a. Include the City, its officials, employees and volunteers as additional insureds,
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Contractor or it's Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurer's notification to that effect.

E. Acceptability of Insurers:

Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

F. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

*Exception to Standard Attachment "B" Authorized By: Monica Buck and Peter Bourgeault, City Attorney's Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Elaine Maria Tran Weseman	
American Family Brokerage Inc		PHONE (A/C, No, Ext): (425) 201-1018	FAX (A/C, No):
6000 American Parkway		E-MAIL ADDRESS: etran@amfam.com	
Madison WI 53783		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mount Vernon Fire Insurance Company	
		INSURER B: United Financial Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	NPP2572309A	08/20/2023	08/20/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG					PRODUCTS - COMP/PROP AGG \$ Included	
	OTHER:					\$	
B	AUTOMOBILE LIABILITY		02751216	04/08/2023	04/08/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
						\$	
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					CLAIMS-MADE	AGGREGATE \$
	DED					RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	NPP2572309A	08/20/2023	08/20/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)					Y/N <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Directors & Officers		NPP2572309A	08/20/2023	08/20/2024	Each Claim Limit: \$1,000,000 Aggregate Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder, City of Bellevue, and its officials, employees and volunteers, are listed as Additional Insured where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Bellevue 450 110th Ave NE Bellevue WA 98004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Attachment "C"

Equal Opportunity & Title VI Requirements

Equal Opportunity Requirements Section -

General Instructions:

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.170 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year, or as requested by the City, must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City's Compliance Office is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at (425) 452-7876.

Bellevue City Code Excerpt:

Section 4.28.170 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year, or as requested by the City, are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Manager shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

Interpretations:

In order to more readily determine compliance with BCC 4.28.170, the following interpretations are provided:

Requirement 1. When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers

or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.170.

Affidavit of Title VI Compliance Section -

Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States

AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE



4 Tomorrow certifies that:

Vendor

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women's organizations, or
 - b. Hired through a union hall with an equal opportunity policy.
2. It intends to use the following listed construction trades in the work under the contract:

3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: Monik Martinez
(authorized signature)

Title: Executive Director

Date: 10/02/2023

Attachment "D"
Information Security Requirements

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited to, ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

Consultants are required to protect City data per the following table:

Critical	<p>The most private and restricted type of data stored, processed or transmitted by the City (e.g. credit card data, individually identifiable health information, social security numbers). This type of data must be strictly monitored and controlled at all times.</p> <p>When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure Contract (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the City, its citizens, or business partners.</p>
Confidential	<p>Data that is private and restricted (e.g. detailed information about the City's security controls or computer network, citizen account information, employee performance reviews). This includes data which by statute is specifically exempted from public disclosure.</p> <p>Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task.</p> <p>When in electronic form, such data may be stored and transmitted in encrypted form. The data must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure Contract (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the City, its citizens, or business partners.</p>

A Contractor responsible for providing managed hosting services (such as hosting a website on behalf of the City), the Contractor shall ensure that website, access control systems, and supporting Operating Systems and Applications are secure. At a minimum, this includes an annual review of all users with access to the systems, applications, and code provided by Contractor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Contractor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit City data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor agrees at reasonable times to provide to the City or to its assignees, the audit rights for all physical locations, systems or networks that store, process, or transmit data on behalf of the City, and will provide access to the independent security assessments within one (1) business day. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.



NON-COLLUSION CERTIFICATE

STATE OF Washington

SS.

COUNTY OF King

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

RFP # 23081 – Safe Parking Pilot

4 Tomorrow
(Name of, Firm)/

By: Mark Martin
(Authorized Signature)

Title: Executive director

Sworn to before me this 2nd day of October 2023.

Notary Public

Maria J. Jones

CORPORATE SEAL:

