



## HUMAN NEEDS CONTRACT

This CONTRACT is made and effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Grantee identified in the Basic Provisions below ("*Grantee*"). This Contract includes the Basic Provisions and the attached General Provisions. The City Council, pursuant to the recommendations of its Community Development Advisory Committee, has authorized the City to expend general fund monies for the project specified in this Contract in accordance with the provisions of this Contract.

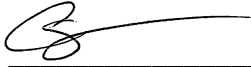
BASIC PROVISIONS	
Award Year	2025
Grantee	Compass Health
	4526 Federal Avenue, MS 31 Everett, WA 98203
	Designated Official Name: Tom Sebastian
	Designated Official Email: Tom.Sebastian@compassh.org
Project	Mental health services to support at-risk youth aged 12-24 at Cocoon House with the goals of establishing safe relationships with reliable adults, a long-term safe place for youth to live, counseling to address mental health concerns, and facilitating reunification with family where appropriate.
Contract Number	2025-HN-01
Project Period	Beginning Date: January 1, 2025
	Completion Date: December 31, 2025
Maximum Reimbursement Amount	\$22,500.00
Request for Reimbursement Deadline Date	January 6, 2026

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement.

**CITY OF EVERETT  
WASHINGTON**

**COMPASS HEALTH**



\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: Tom Sebastian

Name of Designated Official: Tom Sebastian

Designated Official's Email Address:

Tom.Sebastian@compassh.org

Title of Designated Official: Chief Executive Officer

03/14/2025

\_\_\_\_\_  
Date

03/13/2025

ATTEST



\_\_\_\_\_  
Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
FEBRUARY 5, 2025

**ATTACHMENT  
HUMAN NEEDS CONTRACT  
(GENERAL PROVISIONS)**

**I. Project Scope of Services**

A. Grantee shall perform or cause to be performed the project generally described in the Basic Provisions. This project is more specifically described in AmpliFund under the Contract Number referred to in the Basic Provisions. The project as described in AmpliFund is referred to in this Contract as the "Project." AmpliFund is the City's online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from Grantee as needed for City monitoring. The City may unilaterally adjust budget items within Amplifund, and such adjustments are deemed to amend this Contract without need for a separate amendment.

B. The City agrees to reimburse Grantee an amount not to exceed that amount described in Section III of this Contract. Such funds shall be expended during the Project Period as described herein in accordance with the provisions of this Contract and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.

C. Residents of the City of Everett, Washington must benefit from the Work funded in accordance with this Contract. For the purposes of this Contract, a resident of the City of Everett is a person who resides within the city limits established by the City's Planning and Zoning maps.

**II. Time of Performance**

A. The term "Project Period" as used in this Contract means the period of time between the beginning date stated in the Basic Provisions and the completion date stated in the Basic Provisions.

B. Grantee shall commence work on the Project within thirty (30) days of the date of execution of this Contract. Grantee shall work expeditiously, diligently and continuously to complete the Project to the reasonable satisfaction of the City on or before the end of the Project Period.

**III. Compensation**

A. Subject to the terms and conditions of this Contract, the City shall reimburse Grantee a sum not to exceed the Maximum Reimbursement Amount (stated in the Basic Provisions) for undertaking the Project. Any funds not paid to Grantee within the Project Period shall remain the property of the City and Grantee loses all legal entitlement to such funds. **Requests for Reimbursement must be received by the City no later than Request for Reimbursement Deadline Date (stated in the Basic Provisions) to qualify for payment under this Contract.**

B. Grantee will be paid in accordance with the terms and conditions of this Contract and in accordance with the projected budget set forth for the Project in Amplifund and incorporated herein by reference.

#### IV. Personnel

A. The parties intend that an independent contractor relationship will be created by this Contract. The City is interested only in the results to be achieved. The implementation of the Projects will lie solely with Grantee. No agent, employee, or representative of Grantee shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of Grantee are not entitled to any of the benefits the City provides for City employees. Grantee will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Contract.

B. Grantee shall provide all personnel required to perform the Project under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

C. Grantee shall be responsible for total supervision of the Project.

D. **The "Recipient Grant Manager", also known as the "Recipient Manager", for the Project will be assigned by Grantee in AmpliFund at the beginning of the Project Period.** The Recipient Manager may be changed by Grantee, but only upon written notice to the City's Community Development Manager. **The Recipient Manager shall be responsible for executing request for fund reimbursements, known as "Pay Requests," in AmpliFund.** The Grantee shall identify a Designated Official as the responsible person to bind Grantee to this Agreement and sign on behalf of the Grantee. The Designated Official must also be the person who submitted the application on behalf of the Grantee for the award. The Designated Official has the authority and certifies that the information contained the Agreement and any accompanying documents are true, that all financial statements have been reviewed for accuracy, and that this Agreement is made with proper authorization and knowledge of Grantee. The Designated Official understands that this is a government document that is subject to the applicable laws regarding disclosure. The Designated Official agrees that by signing this Agreement, the Designated Official warrants Designated Official's authority to bind the Grantee to the City on behalf of the Grantee and represents the accuracy of the Organizational Information in AmpliFund. The Designated Official may also be listed as the Recipient Manager, or a separate individual may be listed as the Recipient Manager if given the organizational authority from the Designated Official and/or Grantee's Board of Directors or equivalent thereof.

E. No member of Grantee's governing body or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

F. The Grantee shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Grantee shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Grantee

shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

**V. Subcontracting and Assignability**

None of the Project work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Everett Community Development Manager. Grantee shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City of Everett Community Development Manager.

**VI. Grant Management Software**

A. The City has contracted with a third party, AmpliFund, for online grant management. AmpliFund is the formal portal for primary submission of grant materials to the City. The City agrees to maintain appropriate licensing and software during the Project Period for ongoing use of grant management with AmpliFund.

B. Grantee agrees to maintain an active user registration for the subrecipient award portal and take all other actions necessary for Grantee to implement this Contract and the Project with AmpliFund. If Grantee does not comply with this for any reason, the City may refuse to pay Pay Requests until Grantee is in full compliance. All items for reimbursement, including but not limited to Expense Reporting and Pay Requests with supporting backup documentation, must be submitted through AmpliFund. The Grantee is responsible for identifying a Recipient Grant Manager, who is responsible for submitting Pay Requests on behalf of the organization, and responsible to add additional users as needed. The City reserves the right to collect proof of authority for the Recipient Grant Manager to submit Pay Requests, budget amendments, and other fiduciary tasks related to the use of the Grantee award in AmpliFund.

C. The City cannot access Grantee accounts in AmpliFund and is not responsible for Grantee user portal roles and/or registration. If Grantee encounters problems using AmpliFund, Grantee must refer all questions to AmpliFund. The City will not provide service support for Grantee's AmpliFund use; that is the sole responsibility of Grantee.

**VII. Public Records Act**

Grantee acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Grantee. Records subject to the Act may include without limitation all information or other records submitted into AmpliFund by Grantee. Grantee shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Grantee shall deliver to the City copies of (or access to) all records relating to this Contract or relating to the Project that the City determines qualify as the City's public records under the Act.

#### **VIII. Reports, Payment and Disbursements**

A. Grantee shall fill out and submit to the City, in AmpliFund, requests for reimbursement for the period in which expenses are incurred.

B. Disbursements by the City from this Contract shall be on a reimbursement basis covering actual expenditures by Grantee or obligations of Grantee currently due and owing, but not paid. Disbursements shall be limited to allowable costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Contract:

(1) Receipt by the City of a reimbursement request in AmpliFund through Pay Requests and supplemental Expense Reports that are supported by copies of vouchers, invoices, salary and wage summaries, or other acceptable documentation; and

(2) A determination by the City that Grantee is in compliance with all Contract provisions.

C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or withhold payments pending timely delivery of documents as may be required under this Contract.

#### **IX. Documents and Records**

A. All plans, reports, maps and any other document published or otherwise completed as a part of this Contract shall be made available to the City for inspection upon request by the City.

B. All documents and records maintained by Grantee in connection with the Project shall be made available for inspection upon request by the City, subject to applicable law.

#### **X. Ownership of Project Materials**

A. Except as otherwise provided in this Contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by Grantee under this Contract shall be the property of Grantee.

B. No report, device, thing or document of whatever kind or nature produced in whole or in part under this Contract shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the other.

C. When capital assets or equipment acquired with Contract funds are sold or cease to be used for lawful purposes defined in this Contract, the undepreciated or resale value thereof (whichever is higher) shall be paid to the City in the same proportion as Contract funds were utilized to acquire such property.

#### **XI. Termination**

A. The City may terminate this Contract at any time with or without cause by giving at least thirty days' written notice to Grantee and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by Grantee under this Contract shall then be

delivered to the City and become the property of the City. If the Contract is terminated in this manner for other than material breach, the City shall pay Grantee for obligations incurred in accordance with the terms of this Contract through the effective date of termination.

B. The City may terminate this Contract in the event that, for any reason, funds are not available to the City for the purpose of meeting the City's obligation hereunder.

C. Notwithstanding any other provision of this Contract, Grantee shall not be relieved of liability to the City for costs, if any, assessed against the City as a result of Grantee's actions or failure to act under this Contract. The City may withhold payment to Grantee for the purpose of setoff until the exact amount of any such costs is determined.

## **XII. Hold Harmless Provision**

A. Except as otherwise provided in this section, Grantee hereby agrees to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to (1) any breach of this Contract or (2) any negligent or intentional acts, errors, omissions, or conduct by Grantee (or its employees, agents, representatives subcontractors/subconsultants) relating to this Contract. Grantee is obligated to defend and indemnify and hold harmless the City pursuant to this section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Grantee's duty to defend and indemnify and hold harmless pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Grantee. Grantee shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Grantee employs or engages subconsultants or subcontractors, then Grantee shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Grantee pursuant to this section.

B. Grantee agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City unless otherwise specifically stipulated in this Contract.

C. Grantee shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and Grantee agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

D. Grantee shall maintain during the term of this Contract commercial general liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Grantee shall provide the City with a certificate of insurance in a form acceptable to the City and an endorsement naming the City, its officers, employees and agents as additional insureds prior to commencing any work under this Contract. If deemed appropriate by the City, Grantee shall also maintain professional liability insurance in a form acceptable to the City, in an amount not less than \$1,000,000 per occurrence.

**XIII. Complete Agreement**

A. This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

B. The City or Grantee may from time to time request changes in the scope of the services to be performed or the Project undertaken hereunder. Such changes which are mutually agreed upon by and between the City and Grantee shall be incorporated in written amendment to this Contract.

C. This Contract may only be changed by a written agreement explicitly stating it is intended to change this Contract and signed by authorized representatives of the parties hereto; provided, however, that changes in budget items which do not result in an increase in the Contract amount, time extensions granted for the completion of performance, and changes in the scope of Grantee's services or projects which do not alter the basic Project purpose may be authorized by the Mayor or designee without the need for City Council approval.

**XIV. Venue**

Venue for any lawsuit arising out of this Contract shall be in Snohomish County, Washington. The laws of the State of Washington shall govern this Contract.

**XV. Non-Waiver**

The City's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

**XVI. City of Everett Business License**

Grantee agrees to obtain a City of Everett business license prior to performing any work pursuant to this Contract.

**XVII. Signature**

This Contract is signed by the parties with AdobeSign, and AdobeSign signatures are fully binding.

**END OF GENERAL PROVISIONS**













# 2025 Human Needs Contract Compass Health\_3.10.25\_SD

Final Audit Report

2025-03-14

Created:	2025-03-12
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVGj7P1pcEJm8w4jXtT1MThD3jhjhlfmH

## "2025 Human Needs Contract Compass Health\_3.10.25\_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2025-03-12 - 6:34:54 PM GMT
-  Document emailed to Vicki Dorway (VDorway@everettwa.gov) for approval  
2025-03-12 - 6:38:28 PM GMT
-  Email viewed by Vicki Dorway (VDorway@everettwa.gov)  
2025-03-12 - 6:41:01 PM GMT
-  Document approved by Vicki Dorway (VDorway@everettwa.gov)  
Approval Date: 2025-03-12 - 6:41:32 PM GMT - Time Source: server
-  Document emailed to Tom Sebastian (tom.sebastian@compassh.org) for signature  
2025-03-12 - 6:41:34 PM GMT
-  Email viewed by Tom Sebastian (tom.sebastian@compassh.org)  
2025-03-12 - 6:41:58 PM GMT
-  Document e-signed by Tom Sebastian (tom.sebastian@compassh.org)  
Signature Date: 2025-03-13 - 6:14:54 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-03-13 - 6:14:56 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2025-03-13 - 6:15:14 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2025-03-13 - 6:15:25 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2025-03-13 - 6:15:27 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2025-03-14 - 7:17:23 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-03-14 - 7:17:40 PM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature

2025-03-14 - 7:17:41 PM GMT

 Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

Signature Date: 2025-03-14 - 8:40:11 PM GMT - Time Source: server

 Agreement completed.

2025-03-14 - 8:40:11 PM GMT