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RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**SERVICES AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND
SEA MAR COMMUNITY SERVICES NORTHWEST**

**2021 WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM AWARD
FOR
MENTAL HEALTH FIELD RESPONSE PROGRAM SERVICES**

This Agreement is made and entered into effective July 1, 2021, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "CITY", acting by and through its governing body, the Vancouver City Council; and Sea Mar Community Services Northwest, a nonprofit corporation incorporated under the laws of the state of Washington, hereinafter referred to as "SEA MAR", witnesseth:

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC), as the administering organization for the Mental Health Field Response Team program, has awarded competitive grant funding for the WASPC Mental Health Field Response Team program; and

WHEREAS, the WASPC requires that a law enforcement agency serve as applicant/fiscal agent for the joint funds;

WHEREAS, in applying for WASPC funding for Mental Health Field Response Team activities, CITY contemplated cooperating with Sea Mar Community Services Northwest, (hereinafter "SEA MAR"), in carrying out regional Mental Health Field Response activities and planned that SEA MAR would be allotted a portion of the WASPC grant funds awarded.

NOW THEREFORE, CITY and SEA MAR agree as follows:

Section 1. CITY agrees to serve as fiscal agent for the aggregate \$636,986.40 of WASPC funds awarded.

Section 2. CITY agrees, based on the WASPC Grant Contract and the Statement of Work, which includes the approved Project Narrative and Approved Budget attached to this agreement as Exhibits B and C, respectively, and incorporated herein as if fully set forth, to provide SEA MAR reimbursement for eligible grant activities up to a maximum amount of \$632,986.40 to provide support for mental health field response services in accordance with the requirements set forth by WASPC for MHFRT funds.

SEA MAR agrees that funds are to be used to provide support for the mental health field response team activities detailed in the WASPC Statement of Work, which includes the Project Narrative, Budget Worksheet and other grant application documents incorporated herein. CITY will provide SEA MAR reimbursement no more than monthly but at least quarterly after WASPC approval of expenses and satisfactory performance.

Section 3. SEA MAR agrees to timely comply with all performance and reporting obligations required by WASPC and CITY to fulfill grant terms and requirements, including WASPC grant reporting requirements and timelines to ensure accountability and transparency, and will separately track and report specific outcomes and benefits attributable to use of grant funds under this program.

Section 4. SEA MAR agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards set forth the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and CITY employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. SEA MAR agrees not to use WASPC MHFRT grant funds to supplant local, federal, or other state funds, or replace any funding which would otherwise be made available; and agrees that WASPC funding received will be tracked, accounted for, and reported separately from all other funds and will not be co-mingled with funds from any other source, even other federal grants.

Section 6. SEA MAR agrees to provide CITY with data reports, progress reports, financial reports, audit reports, and other materials when required by CITY and in the form reasonably required by CITY.

Section 7. SEA MAR is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and SEA MAR. SEA MAR shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to the performance of services by SEA MAR pursuant to this Agreement. Nothing in this Agreement shall make any employee of SEA MAR an employee of CITY for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

Section 8. SEA MAR agrees to indemnify, defend, save and hold harmless CITY and its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by SEA MAR.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the CITY, the CITY retains the right to participate in said suit if any principal of public law is involved.
2. The indemnity and hold harmless shall include any claim made against the CITY by any employee of SEA MAR or subcontractor or agent of SEA MAR, even if the SEA MAR is thus otherwise immune from liability to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of CITY.

Section 9. SEA MAR shall not transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of CITY. SEA MAR shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of CITY.

Section 10. Contract managers, designated by CITY and SEA MAR shall administer this Agreement. Contract managers shall monitor progress in meeting the deliverables of the WASPC Grant and regional Mental Health Field Response Program Service Enhancements as set forth in the WASPC Grant Contract, Project Narrative, and Approved Budget, Exhibits A, B and C, to this Agreement. During the term of this Agreement, the respective contract managers will communicate via meetings, telephone or email to relay information, answer questions, or raise concerns.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 15. The duration of this agreement shall begin July 1, 2021 and end June 30, 2022.

Section 16. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by SEA MAR and submitted within 30 days.

SEA MAR COMMUNITY SERVICES NORTHWEST

Rogelio Riojas, Chief Executive Officer

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Sara Baynard-Cooke, Assistant City Attorney

Attest:

Natasha Ramras, City Clerk

EXHIBITS:

- A. WASPC Grant Contract
- B. Project Narrative
- C. Approved Budget