

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

13 - 75

RESOLUTION NUMBER: 13 - 75

RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING SNOHOMISH HEALTH DISTRICT TO RECEIVE REVENUE SHARING MONIES FROM THE CITY OF EVERETT AND DISBURSE SUCH FUNDS TO EVERGREEN MANOR, INC.

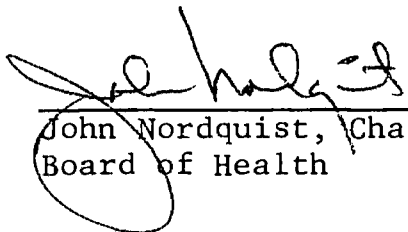
WHEREAS the Congress of the United States has provided, pursuant to Public Law 92-512, certain revenue sharing monies to the City of Everett; and

WHEREAS Evergreen Manor, a non-profit alcohol rehabilitation facility, has applied for \$3,500 of such monies to be used to make improvements necessary to meet fire standards, and

WHEREAS the City Council of Everett has authorized the City to expend revenue sharing funds for this purpose; PROVIDED, that such monies shall be administered and accounted for by Snohomish Health District, the fiscal intermediary for the county alcoholism program,

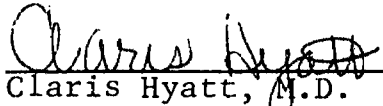
NOW THEREFORE the BOARD OF HEALTH of Snohomish Health District does concur with the action of the City Council of Everett and authorizes the Health Officer of Snohomish Health District to receive and disburse these funds in accordance with terms of the Agreement (copy attached herein) between the City of Everett and Evergreen Manor, Inc.

Adopted this 10th day of June 1975.



John Nordquist, Chairman
Board of Health

ATTEST:



Claris Hyatt, M.D.
Health Officer

June 10, 1975

AGREEMENT BETWEEN THE CITY OF EVERETT
AND
EVERGREEN MANOR, INC.
FOR PROVIDING HUMAN NEEDS SERVICES

THIS CONTRACT, made the ____ day of June, 1975, by and between the City of Everett, a first class City of the State of Washington, (hereinafter referred to as "City") and Evergreen Manor, Inc., (hereinafter called the "Contractor"),

WHEREAS, the Congress of the United States has provided, pursuant to Public Law 92-512, certain revenue sharing monies to the City; and

WHEREAS, the City Council of the City of Everett, pursuant to the recommendations of its Human Needs Committee, has authorized the City to expend revenue sharing funds for the project specified in this contract;

NOW, THEREFORE, in consideration of the terms, performance, covenants, and conditions contained herein or attached and incorporated or made a part hereto, the parties mutually agree as follows:

1. Scope of Services or Project

(a) The Contract shall perform or cause to be performed those services or project as described in Exhibit "A" attached hereto and incorporated by this reference.

(b) The Contractor shall contribute to the project not less than \$3,500 which funds the Contractor is to receive from the City of Everett. Such sums shall be expended during the project period. These funds shall be expended only in accordance to the rules, regulations and laws applicable to the expenditure of revenue sharing funds by the City.

(c) The Snohomish Health District shall administer and be accountable for all expenditures of this funding.

2. Time of Performance

(a) The term "project period" as used in this Contract means the period of time between the beginning date of this Contract which is June ____, 1975, and the completion date which is May 31, 1976.

(b) The performance of the project shall be commenced by the Contractor within thirty days of the date of this Contract. Such performance shall be undertaken and completed in such

sequence and manner as to insure expeditious completion in light of the purposes of this Contract. All of the services within the scope of the project shall be completed to the reasonable satisfaction of the City on or before the end of the contract period.

3. Compensation

(a) Subject to the terms and conditions of this Contract, the City shall pay to the Contractor the sum of \$3,500 for the undertaking of the project described in Section 1 herein.

(b) The Contractor will be paid in accordance with the terms and conditions specified in Exhibit "B" attached hereto and incorporated by this reference.

4. Personnel

(a) The Contractor shall provide or secure all personnel required to perform the services or undertake 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 shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

(b) Contractor shall supervise all of the services performed hereunder.

(c) The "project director" will be Claris Hyatt, M.D., The project director may be changed by the Contractor, but only upon written approval of the City.

(d) The Contractor covenants that no member of the governing body of Contractor or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his personal interest or the interest of any private corporation, partnership or association in which he is directly or indirectly interested.

5. Assignability

Contractor shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City.

6. Reports

(a) Contractor shall submit to the City the following reports:

(i) Interim progress reports in a format to be prescribed by the City in Exhibit "C" attached hereto and incorporated by this reference.

(ii) A comprehensive final report of the project, stating and evaluating its results. Three copies of the final report shall be submitted not later than one month after termination of the project period. The final report of the project shall set forth the continued use and ultimate intended disposition of any capital assets or equipment acquired with grant funds.

(b) The City may retain an amount not exceeding ten percent (10%) of the Contract pending receipt of the final report.

7. Documents and Records

(a) All plans, reports, maps, and other documents published or otherwise completed as a part of this Contract, other than documents which are exclusively for internal use by Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

"The preparation of this (plan, report, map, document, etc.) was aided by the City of Everett."

(b) All documents and records maintained by the Contractor in connection with the project shall be made available for inspection upon request by the City.

8. Ownership of Project Materials

(a) All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Contractor under this Contract shall be the joint property of the Contractor and the City.

(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.

9. Termination

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract if such default or

violation is not corrected within 20 days after written notice is sent to the Contractor describing such default or violation. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Contractor under this Contract shall then be delivered to the City. If the Contract is terminated in this manner, the City may pay the Contractor for obligations incurred through the effective date of termination.

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.

Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for costs, if any, assessed against the City to any other party if such costs are incurred as a result of a breach of this Contract by the Contractor; the City may withhold payment to the Contractor for the purpose of setoff until the exact amount of any such costs is determined.

10. Hold Harmless Provisions:

(a) The Contractor hereby agrees to save the City harmless from any or all claims or loss or damage occasioned to it or to any third person or omissions on the part of the Contractor, subcontractors, agents, employees, or persons working directly or indirectly in the performance of the contract and shall, after reasonable notice thereof defend and pay the expense of defending any suit which may be commenced of such acts or omissions, and will pay any judgment which may be obtained against the City in such suit.

(b) The Contractor shall hold and save the City and its officers, agents, servants and employees harmless 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.

11. Changes

(a) The City or Contractor may from time to time request changes in the scope of the services to be performed or the project undertaken hereunder. Such changes, including any increase or decrease in

the amount of the Contractor's reimbursement or required matching contribution which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendment to this Contract.

(b) It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by authorized representatives of the parties hereto. (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 Contractor's services or project which do not alter the basic project purpose may be authorized by the Mayor of the City.)

12. Non-Discrimination

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, creed, color, sex or national origin.

13. Cooperation with Contractor

The City shall cooperate with the Contractor in assisting it in accomplishing the purposes of this Contract.

14. Non-Waiver of City Rights

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.

CITY OF EVERETT

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EVERGREEN MANOR, INC.

A G R E E M E N T

WHEREAS, the Congress of the United States has provided, pursuant to Public Law 92-512, certain revenue sharing monies to the City; and

WHEREAS, the City Council of the City of Everett, pursuant to the recommendations of its Human Needs Committee, has authorized the City to expend revenue sharing funds in the amount of \$3,500, such funds to be used by Evergreen Manor, Inc. to bring the facility up to Fire Code requirements; and

WHEREAS the City of Everett has designated in its Agreement with Evergreen Manor, Inc. that Snohomish Health District shall administer and be accountable for all expenditure of this funding;

NOW, THEREFORE, Snohomish Health District and Evergreen Manor hereby agree as follows:

1. The Agreement between the City of Everett and Evergreen Manor, Inc. titled "For Providing Human Needs Services" is incorporated by reference herein as if fully set forth and it shall hereafter be referred to as the "Contract".
2. Evergreen Manor shall be authorized to expend funds in an amount not to exceed \$3,500 to make improvements in its facility to meet Fire Code Requirements.
3. Evergreen Manor shall pay bills for the improvements as set forth in Paragraph 2 and submit billings for reimbursement to Snohomish Health District.
4. Snohomish Health District shall administer the funds received from the City of Everett by billing the City and reimbursing Evergreen Manor.
5. This Agreement shall cover the period from June 1975 through May 31, 1976.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly constituted and legal authorities the date set opposite the signature of each party.

Date Signed: July 22 1975

SNOHOMISH HEALTH DISTRICT

By Clariss Hyatt
Clariss Hyatt, M.D.
Health Officer

Signed pursuant to Board
of Health Resolution #13-75

Date Signed: July 25 1975

EVERGREEN MANOR, INC.

By Jeff P. Halen
President

Attest Walter H. Prosser