

**KITSAP COUNTY COMMISSION ON  
CHILDREN AND YOUTH**

**REQUEST FOR PROPOSAL  
2009-157**

**Teen Action Groups**

**December 1, 2009 through June 30, 2010**

**October 8, 2009**

**REVISED 10/08/09**

# KITSAP COUNTY COMMISSION ON CHILDREN AND YOUTH REQUEST FOR PROPOSAL SUMMARY

## Teen Action Groups

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**KITSAP COUNTY COMMISSION ON CHILDREN AND YOUTH  
REQUEST FOR PROPOSAL SUMMARY  
2009-157  
Teen Action Groups**

DUE: Thursday, October 29, 2009 at 1:00PM

The Kitsap County Commission on Children and Youth is requesting proposals from Organizations and/or Youth Serving Agencies who are *working to increase developmental assets* among children and youth in Kitsap County by coordinating local Teen Action Groups. Funding for Teen Action Groups is available through local Family Policy Council funds administered by the Kitsap County Commission on Children and Youth. Proposals must be able to document a 100% cash match in private funds. Private matching funds would include private individual, civic group, non-profit organization, foundation or corporate donations, and fees or earned income. Federal, tribal, state, or local government funds will not be accepted as matching funds. In-kind donations will not be accepted as match. Up to \$8,000 will be awarded for program services delivered between December 1, 2009 and June 3, 2010.

**Background:** The Commission on Children and Youth has initiated the formation of Teen Action Groups in Kitsap County in 2008 as an activity that helps to build developmental assets among youth. The model includes adult leadership trainings, town hall forums, Teen Action Groups, youth leadership trainings and service learning opportunities. The project develops strong adult leaders to serve as mentor and role models for youth; builds new youth leaders through leadership training, mentoring and community involvement; increases social development of youth through meaningful service; and provides service and internship opportunities for youth. This program is part of the "Kitsap Cares About Kids" initiative.

Now in its tenth year, the "Kitsap Cares About Kids" Developmental Asset Initiative is dedicated to envisioning a community where all young people know they are valued, have hope for the future, and possess the resources to achieve their goals. This initiative is based on the Search Institute's Developmental Asset Model of positive youth development. Search Institute's research using 200,000 youth subjects indicates that assets help protect youth from risk taking behavior including the use of alcohol, tobacco, marijuana, and other drugs, as well as reducing antisocial behavior and youth violence. The more assets a young person has, the more likely they are to do well in school and have a positive outlook on their future.

Matching funds are designed to improve the quality of youth leadership development through Teen Action Groups. These funds are intended to be used to match private individual, civic group, foundation or corporate donations made to the organization within the last six months of the Request for Proposal due date. Priority will be given to proposals that involve youth in the planning, implementation and delivery of services.

This Request For Proposal is available on the Internet at <http://www.kitsapgov.com/hr/wsolympic/ccy.htm> or by contacting R'Lene Orr at: Kitsap County Purchasing Department, 614 Division Street, MS-21, Port Orchard, Washington 98366, 360.337.4410, fax 360.337.4638, email: rorr@co.kitsap.wa.us. The Kitsap County Commission on Children and Youth reserves the right to make unilateral modifications to this

RFP to address changes on the state and/or local level. Questions about the RFP and related issues should be directed to R'Lene Orr at the address and phone number above.

**REQUEST FOR PROPOSAL PLANNING SCHEDULE – Matching fund awards for use during Grant Cycle between December 1, 2009 – June 30, 2010**

<u>DATE</u>	<u>ACTIVITY</u>
October 8, 2009	Kitsap County Commission on Children and Youth meet and approve RFP.
October 12, 2009	Letter of Notification sent to organizations.
October 12, 2009	RFP Packet Available.
October 29, 2009 1:00 p.m. deadline	Proposals Received by the Kitsap County Commission on Children and Youth.
October 29, 2009	Staff technical review and proposals sent to Teen Action Group Grant Review Committee.
October 30 – November 2, 2009	Teen Action Group Grant Review Committee Members receive and rank proposals.
November 2, 2009	Teen Action Group Grant Review Committee meets and develops recommendations for funding.
November 5, 2009	Kitsap County Commission on Children & Youth meet to select proposals for funding.
November 6, 2009	Awards announced and contracts initiated.
December 1, 2009	Matching funds available for selected Teen Action Groups between December 1, 2009 and June 30, 2010.
June 30, 2010	Matching funds must be spent.
July 15, 2010	Final report due.

## **II. PURPOSE AND SCOPE OF PROJECT**

The Commission on Children and Youth is an appointed body of the Kitsap County Board of Commissioners, with up to 24 representatives from education and schools, health and social service providers, juvenile justice and law enforcement, community leaders and non-profit organizations. Established in 1988, the Youth Commission's charge is to:

- Advise County Commissioners and residents on the needs of children, youth and families based on periodic assessments;
- Facilitate coordination of information among agencies to maximize resources; and to
- Advocate for an environment that fosters healthy, self-sufficient, responsible and productive children, youth and families.

In 2000, The Commission on Children and Youth launched their Developmental Asset Initiative, "Kitsap Cares About Kids", which is dedicated to envisioning a community where all young people know they are valued, have hope for the future, and possess the resources to achieve their goals. This initiative is based on the Search Institute's developmental asset model of positive youth development. Search Institute's research using 200,000 youth subjects indicates that assets help protect youth from risk taking behavior including the use of alcohol, tobacco, marijuana, and other drugs, as well as reducing antisocial behavior and youth violence. The more assets a young person has, the more likely they are to do well in school and have a positive outlook on their future.

The Commission on Children and Youth initiated the formation of Teen Action Groups in Kitsap County in 2008 as an activity that helps to build developmental assets among youth. The model includes adult leadership trainings, town hall forums, Teen Action Groups, youth leadership trainings and service learning opportunities. The project develops strong adult leaders to serve as mentor and role models for youth; builds new youth leaders through leadership training, mentoring and community involvement; increases social development of youth through meaningful service; and provides service and internship opportunities for youth. This program is part of the "Kitsap Cares About Kids" initiative.

## **III. ANTICIPATED SCOPE OF WORK**

The Commission on Children and Youth is requesting proposals from organizations working to increase developmental assets among children and youth in Kitsap County by coordinating local Teen Action Groups. Teen Action Groups provide youth opportunities for leadership development, service learning and participation in the public policy process.

Organizations selected for funding will be required to:

1. Recruit a minimum of Ten (10) youth to participate in a Teen Action Group.
2. Conduct Teen Action Group Meetings at least one time per month and provide leadership training and development.
3. Provide training on the Developmental Assets for youth in the Teen Action Group.

4. Conduct a minimum of two (2) Service Learning projects with Teen Action Group members.
5. Attend quarterly Kitsap County Commission on Children and Youth Regional Teen Action Group meetings.
6. Assure that a minimum of one youth attends the quarterly Kitsap County Commission on Children and Youth Regional Teen Action Group meetings.
7. Conduct pre and post Teen Action Group Evaluation Forms provided by the Kitsap County Commission on Children and Youth with each youth participating in the Teen Action Group.
8. Complete quarterly Progress Reports provided by the Kitsap County Commission on Children and Youth on the activities of the Teen Action Group.

Elements targeted for funding include, but are not limited to:

- Leadership training;
- Service Learning Projects;
- Culturally relevant/anti-bias materials;
- Curriculum;
- Transportation;
- Academic enrichment activities;
- Workforce and career development;
- Conflict resolution and violence prevention programming;
- Recreational activities;
- Equipment and materials for educational and recreational activities;
- Character education programs; and
- Food or regularly offered snacks.

Matching funds are designed to improve the quality of youth leadership development through Teen Action Groups, as well as expand and improve existing programs. Priority will be given to proposals that involve youth in the planning, implementation and delivery of services. New projects or program services must show evidence of sustainability beyond the funding period.

#### IV. PROPOSAL SUBMISSION

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed for program design elements. All proposals shall be on plain white bond paper (8.5 x 11 inches) and stapled once in the upper left corner. No binding or folders will be accepted. Binder clips may be used to keep pages together. **The original response and six (6) additional copies, including all supporting material, must be sealed in an envelope or box and submitted to:**

**Kitsap County Purchasing Department**  
614 Division Street, MS-21  
Port Orchard, WA 98366  
ATTENTION: Kitsap County Commission on Children and Youth  
Teen Action Groups

Please ensure that the box or envelope has this address clearly marked on it.

Applications must be **received BY 1:00 p.m., Thursday, October 29, 2009.**

**Your application must be received by the application deadline or it will not be considered for review.** If an application is mailed to a location or office that is not designated for receipt of the application and, as a result, the designated office does not receive your application by the deadline, your application will be considered late and ineligible for review.

**The proposals will be screened and rated based on the following Narrative information.**

##### A. Narrative

Limit your response to the following items to no more than three pages, not including the required grant summary page.

##### 1. Project Description

- a) Describe your organizational capacity to coordinate a Teen Action Group. Has your organization coordinated a Youth Council or Teen Action Group in the past? Please describe.
- b) Describe your organizations history of providing youth with leadership training, service learning opportunities and involvement in the public policy process.
- c) How will your organization recruit youth to participate in your Teen Action Group?
- d) How many youth will you serve and what geographic area will be served?

- e) Has your organization received training on Search Institute's Developmental Assets? Please describe. If not, how does your organization intend to provide your Teen Action Group with Developmental Asset Training?
- f) Identify which of the 40 developmental assets your proposal will address. Describe in detail at least one activity you will conduct with your Teen Action Group that will build these assets.
- g) Identify the source, amount and date of receipt of your 100% private matching dollars. Provide a letter of commitment or documentation from the private donor specifying the use of the 100% matching funds for your proposal. What are your other potential and actual sources of support for this proposal? Where do you expect to find future support?

## **B. Grant Proposal Checklist**

**Seven (ONE ORIGINAL AND SIX COPIES) COMPLETE COPIES OF THE APPLICATION PACKET ARE REQUIRED.**

1. **Grant Summary Page – Attachment A**
2. **Three page narrative** on how funds will be used to increase developmental assets among youth through Teen Action Groups.
3. **Letter of commitment** or documentation from the private donor specifying the use of the 100% matching funds for your proposal.
4. Using **Attachment B – Line Item Budget Detail**, identify the budget categories for the private funds that will be used for this project and the public matching dollars requested.

## **V. REVIEW AND SELECTION CRITERIA**

The proposals must meet the minimum technical requirements in Section VI. to be further reviewed for program design elements. Proposals will then be rated for program design based on responses to Section IV. of the Request for Proposal. Each of the criteria has equal weight. In addition, proposals will be evaluated for cost/price reasonableness. The price will be judged based on a comparison of prices per placement among competing proposals. Price will also be compared to past prices offered by similar services.

All proposers will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit an updated proposal at the next grant cycle.

## **VI. PROPOSAL GENERAL TERMS AND CONDITIONS**

### **A. Authorship**

Proposals developed with the assistance of organizations or individuals outside the bidders own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of the Youth Commission, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

### **B. Independent Price Determination**

The proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

### **C. Subcontracting**

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The Youth Commission reserves the right to approve all subcontractors.

### **D. Rejection of Proposal**

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The Youth Commission reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the Youth Commission to do so.

### **E. Appeal Process**

Any consulting firm or individual may appeal the selection of proposals by filing a complaint under the Youth Commission's Complaint & Grievance System. System procedures may be obtained from the Youth Commission upon request.

### **F. Cancellation of Award**

The Youth Commission reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

### **G. Price Warranty**

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

## **H. Waivers**

The right is reserved by the Youth Commission to waive specific terms and conditions contained in this Request for Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

## **I. Nondiscrimination in Programs and Employment**

It is the policy of Kitsap County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Kitsap County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

## **J. Addenda to the Request for Proposals**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

## **K. Publicity**

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the Kitsap County Commission on Children and Youth.

**L. Limitation**

This Request for Proposals does not commit the Kitsap County Commission on Children and Youth to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

**M. Signature**

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

**N. Contract Award**

The Kitsap County Commission on Children and Youth may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The Youth Commission reserves the right to request additional data, discussion or presentation in support of written proposals.

## VII. CONTRACT GENERAL TERMS AND CONDITIONS

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and \_\_\_\_\_ having its principal office at (the Contractor).

### SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on December 1, 2009 and terminate on June 30, 2010. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

### SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor will be set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

### SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

#### County's Contract Representative

Gay Neal, Coordinator  
Commission on Children and Youth  
Kitsap County Courthouse  
614 Division Street, MS-23  
Port Orchard, WA 98366

**Contractor's Contract Representative:** \_\_\_\_\_

## **SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$ \_\_\_\_\_. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Personnel and Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to; \_\_\_\_\_
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

## **SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.

- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.
- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract and must be outside the control of either party.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of this Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

## **SECTION 7. INSURANCE**

- 7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk

Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

#### 7.5 **Miscellaneous Insurance Provisions**

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.

- D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

**7.6 Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.

- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
- F. Evidence of such insurance, as required above, shall be provided to the County at the following address:  
  
Risk Management Division  
Kitsap County Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366
- G. Written notice of cancellation or change will be mailed to the County Risk Management Division as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.
- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may

either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.

- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

## **SECTION 11. COMPLIANCE WITH LAWS**

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of disability.
- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

## **SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS**

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and others funds outlined in this Contract or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached statement of work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works

for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

### **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

### **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

### **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

### **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in

Kitsap County, Washington.

- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

## **SECTION 17. MISCELLANEOUS**

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, inspection of all records or

other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Attachments.** The parties acknowledge that the following attachments, which will be attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions

Attachment B – Statement of Work

Attachment C – Budget Summary/Estimated Expenditures

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

17.13 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.14 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

Kitsap County Commission on Children and Youth  
Teen Action Groups

Grant Summary Page

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Organization: \_\_\_\_\_ Number of FTEs: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ Web: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Type of Request: (operating, project, capital, etc.) \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

Number of people and geographic area to be served: \_\_\_\_\_

Purpose of this grant request: \_\_\_\_\_

\_\_\_\_\_

Organizational description: \_\_\_\_\_

\_\_\_\_\_

12-month Program Goals: \_\_\_\_\_

\_\_\_\_\_

Financial Information:

Current year operating budget: \_\_\_\_\_ revenue; \_\_\_\_\_ expenses; \_\_\_\_\_ surplus/(deficit)

Prior year operating actuals: \_\_\_\_\_ revenue; \_\_\_\_\_ expenses; \_\_\_\_\_ surplus/(deficit)

In percentages, what is the breakdown of support for your  organization or  project?

\_\_\_\_\_ % Government    \_\_\_\_\_ % Private Foundations    \_\_\_\_\_ % Fees/Earned Income  
\_\_\_\_\_ % Corporations    \_\_\_\_\_ % Individuals    \_\_\_\_\_ % Other (explain) \_\_\_\_\_

Identify the source, amount and date of receipt of your 100% private matching dollars \_\_\_\_\_

\_\_\_\_\_

Does your organization currently have an endowment? \_\_\_\_\_

\_\_\_\_\_

Kitsap County Commission on Children and Youth  
Teen Action Groups

Line Item Budget Detail

Organization:		Project Title:		
Cost Category: Expense Item		Private Funds	Public Matching Funds	Grand Total
1.	Staff Salaries			
2.	Staff Benefits			
	a) Percent of Salaries (%)			
3.	Travel or Transportation			
4.	Communications			
5.	Facilities			
6.	Office Supplies			
7.	Materials or Curriculum			
8.	Equipment or supplies			
9.	Training			
10.	Subcontracts*			
11.	Miscellaneous**			
	a)			
	b)			
	c)			
	d)			
	e)			
	f)			
13.	Indirect Costs			
14.	Other			
15.	<b>TOTAL</b>			

\* Subcontracts must be in accordance with the statement of work and approved by the Kitsap County Representative.  
 \*\* Miscellaneous expenses must be listed in more detail in the space provided

**Kitsap County Commission on Children and Youth  
Teen Action Groups**

**Definitions**

**Assets** - Factors promoting positive adolescent development. These assets may result from "external" factors such as positive relationships in families, friendship groups, schools, and the community, or they may result from "internal" factors reflecting the youth's personal convictions, values, and attitudes.

**40 Developmental Assets** – Specific assets identified by the Search Institute, include external and internal assets. External asset types are support, empowerment, boundaries and expectations, and time use. Internal asset types are educational commitment, positive values, social competencies and positive identity. Under each asset type there are specific asset names and definitions, totaling 40 asset names.

**Cultural Competency** - The process of becoming aware of your own assumptions about human behavior, values, biases, preconceived notions, and personal limitations. Actively attempting to understand the world-view of culturally diverse populations. Understanding the values and human behavior of the individual's you serve. A culturally competent helping professional is one who is in the process of actively developing and practicing appropriate, relevant, and sensitive intervention strategies and skills in working with clients from different cultures.

**In-Kind Donations** – Donations of time, materials, space, transportation or other gifts that are not cash.

**Leadership** - A complex process by which a person influences others to accomplish a mission, task or objective, and directs the organization in a way that makes it more cohesive and coherent.

**Private Funds** – Funding that is given to the organization by a private individual, civic group, foundation non-profit organization or corporate donor, fees or earned income. Funds that are not derived through public tax dollars.

**Public Funds** – Funding that is given to an organization from federal, Tribal, State or Local governments. These funds are derived from public tax dollars.

**Service Learning** – Young people engage in activities that meet the needs of others and the community; and the experiences of serving others are used as an opportunity for self-reflection and learning.

**Youth** – Children and Youth ages birth to eighteen years.

**Youth Development** - The ongoing process in which all young people are engaged and invested. Through youth development, young people attempt to meet their basic personal and

social needs and to build competencies necessary for successful adolescent and adult life. It is an approach, framework, a way to think about young people that focuses on their capacities, strengths, and developmental needs.

**Youth Development Approach** - Approach that acknowledges both youth as resources in rebuilding communities and that helping young people requires strengthening families and communities.

It has three components:

- Viewing young people and families as partners, rather than as clients, and involving them in designing and delivering programs and services;
- Giving all youth access to both prevention and intervention services and programs that meet their developmental needs;
- Offering youth opportunities to develop relationships with caring, supportive adults.

**Youth Development Strategies** - Strategies that focus on giving young people the chance to build skills, exercise leadership, form relationships with caring adults, and help their communities.

**Youth Development Programs** - Programs that prepare young people to meet the challenges of adolescence and adulthood through a structured, progressive series of activities and experiences which help them obtain social, emotional, ethical, physical, and cognitive competencies. They address the broader developmental assets all children and youth need (such as caring relationships, safe places and activities, health and mental health, marketable skills, and opportunities for service and civic participation), in contrast to deficit-based approaches that focus solely on youth problems.

**Youth Leadership Development** - To train teens in the areas of communication, leadership, conflict management, decision making, time management, and leadership styles; to teach teens they have the ability to achieve and are responsible for their own lives; to empower teens by teaching them how to develop their positive attributes, enabling them to be self-confident and independent thinkers, to allow teens to actively participate in the community and pass their skills and values on to other teens through volunteerism; and to promote the volunteer ethic among teens.

**Youth Leadership Training** - To train teens in the areas of communication, leadership, conflict management, decision making, time management, and leadership styles.

**Youth Voice** - When young people participate in decision-making (as equals) with adults, mobilize and create or change public policy, and take influential leadership roles in organizations and institutions, the benefits accrue to adults, organizations and communities as well as contributing to the positive development of young people themselves.