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AGREEMENT FOR SERVICES BETWEEN THE CITY OF WOODINVILLE AND NORTHSHORE SENIOR CENTER

THIS AGREEMENT, is made this 1 day of January, 2008, by and between the City of Woodinville (hereinafter referred to as "City"), a Washington Municipal Corporation, and Northshore Senior Center (hereinafter referred to as "Service Provider"), doing business at 10201 East Riverside Drive, Bothell, WA 98011.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for the development, supervision, transportation (if needed) and instruction of senior programs, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work**. Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. **Payment**.

   A. The City shall pay Service Provider at the costs rate set forth in Attachment A, but not more than a total of ten thousand dollars ($10,000.00) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

   B. Service Provider shall submit quarterly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

   C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties**. The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

5. **Duration of Work**. Service Provider shall complete the work described in Attachment A on or before December 31, 2008.

6. **Termination**.

   A. *Termination Upon the City's Option*. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

   B. *Termination for Cause*. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

   C. *Rights upon Termination*. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination**. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

8. **Indemnification / Hold Harmless**. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

   Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance**. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

   A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

      1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

      2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

      3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion

thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk**. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. **Ownership of Products and Premises Security**.

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

    B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

14. **Modification**. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. **Assignment**. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. **Written Notice**. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach**. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF WOODINVILLE

By: _____ for Lane Youngblood.
~~City Manager~~
Woodinville Parks & Recreation Director

SERVICE PROVIDER

By: _____
Title: Director
Taxpayer ID #: 91-1184432

CITY CONTACT
Cindy Shelton
Woodinville Parks and Recreation
17401 133 Avenue NE
Woodinville, WA 98072
Phone: 425-398-9327
Fax: 425-489-2758

SERVICE PROVIDER CONTACT
Lee Harper
Northshore Senior Center
10201 East Riverside Drive
Bothell, WA 98011
Phone: 425-425-286-1032
Fax: 425-485-4954

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Attachment A

Scope of Work

Service Provider agrees to develop, supervise, transport (if needed) and instruct the below listed recreation services:

GOAL	TASKS	COST WILL INCLUDE	TOTAL FEE
Promotion of Woodinville Senior Program, Senior Program Room & computer lab for senior uses at CEC.	♦ Participate in three citywide events (ex. Harvest Festival and Light Festival, etc.) ♦ Develop Woodinville Senior Programs Flier for distribution throughout the Woodinville Community and the Community Center. ♦ Director makes a minimum of 1 presentation per year at Creekside, Greenbrier, Brittany Park, and Cantebury Square facilities to help promote programs and survey seniors as to their needs and interests.	104 staff hours + Materials & supplies.	$3,333.33
Provide Programming to reach all seniors (men and women.)	♦ Provide open hours for drop in access to the Senior Center & computer lab a minimum of 20 hrs per week. ♦ Lifetime Fitness ♦ Club or groups social programs ♦ Dance/Music Classes ♦ Health Classes and Lectures (Evergreen Hospital and Medical Center) ♦ Life planning & skills Programming (55 Alive, computer classes, etc.) ♦ Computer classes to seniors	104 staff hours + materials, supplies and rental needs.	$3,333.33

	♦ Programs to target male seniors ♦ Trips ♦ Provide one outside recreational program (walking on trail, Bocce Ball, etc.)		
Community Involvement through Intergenerational	♦ Co-produce with Woodinville Recreation staff the annual Harvest Day program. Help in generating interested Steering Committee volunteers to plan and produce this event. ♦ Offer at least one intergeneration program (ex. Grandparent Tea Party, Grandparent and Me Gardening, etc.) ♦ Promotion of senior volunteerism within Community Recreation Services. ♦ Co-produce Teens helping Seniors Computer Program to operate at the CEC and the Greenbrier Community Center facilities.	103.9 staff hours plus materials and supplies.	$3,333.34
Total:			$10,000

Service providers will provide all supplies, staffing (volunteer or paid), equipment rental, facility rental, transportation, and anything else associated with the delivery of the services provided within this contract.

Service provider will provide quarterly reports with an invoice that will detail:

1. Number of Woodinville Seniors served under this contract (Woodinville is determined as 98072 & 98077 zip codes.)
2. List of program offerings and the category of service goal addressed.
3. Location of program.
4. Information outlined in the scope of work. of this agreement.

Service provider must provide an annual Woodinville Senior Programs operating budget to the City listing all expenses, staffing costs, number of participants serviced, program summary and any revenue that may have been collected for these services.

City of Woodinville responsibilities:

Payment of the annual $10,000 funding for the Woodinville Senior Program.