



Agency: Friends of Third Place Commons	Federal ID Number: 91-2054524
Contract Dates: January 1, 2025 – December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement entered into between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Friends of Third Place Commons, a 501(C)3 non-profit (hereinafter referred to as “the Agency.”) The term of this agreement is January 1, 2025 - December 31, 2026.

WHEREAS, the City has determined that Third Place Commons provides a needed community gathering place for arts, culture, entertainment, information, and socialization; and

WHEREAS, the City desires to contract with the Agency to provide services for such a gathering place as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services**: The Agency shall provide the basic services set forth in the Scope of Work attached and incorporated herein as Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services**: The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 **Notice Affecting Performance**: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance**: The Agency shall be responsible for the quality and suitability of services provided at Third Place Commons to provide a community gathering place for arts, culture, entertainment, information, and socialization. The City shall judge the adequacy and efficiency of the services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and cause for termination.
- 1.5 **Use of Contract Funds**: The Agency agrees that it will not use any funds received from the City for

the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. For purposes of this section, "assisting a campaign" and "promotion of or opposition to any ballot proposition" shall have the meaning provided in Ch. 42.17A RCW.

ARTICLE II

Responsibilities of the City

- 2.1 The City's representative for this Agreement shall be the Community Programs Planner or a designee. All official communication shall be made through the Community Program Planner or his or her designated representative(s).
- 2.2 The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency's Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the programs identified in the Scope of Work, Exhibit A, up to a maximum compensation not to exceed \$35,000 in 2025 and in 2026. Notwithstanding the payments for services identified in the Scope of Work, Exhibit A, the City's obligation to compensate the Agency is capped at \$24,000.00 per calendar year during the term of this Agreement, unless the Agency documents to the City as set forth in the Program Budget attached and incorporated herein as Exhibit B that the Agency raised at least \$11,000.00 per calendar year from residents of the City, businesses located in the City or other non-government agencies, in which case the City's obligation to compensate the Agency shall be capped at \$35,000 in 2025 and in 2026. The Agency will provide documentation to the City that it has raised 50% (\$5,500.00) of the required \$11,000 match by June 30th of each calendar year during the term of this Agreement, and will provide documentation that it has raised 100% (\$11,000.00) of the required match by December 31st of each calendar year of this Agreement.
- 3.2 To secure payment, the Agency shall submit properly executed semiannual invoices along with a completed Invoice for Services, Service Report, and Service Summary Report, all as set forth in Exhibit C. Payment shall be due within thirty (30) days of the City's receipt of the properly executed invoice accompanied by the Exhibit C documentation.
- 3.3 Invoices for Services will be due by the tenth working day of the month following every half year. Invoices without the appropriate service reports will not be paid until the service reports have been received by the City.
- 3.4 Administrative or indirect costs accrued by the Agency will not be charged to the City.
- 3.5 The Agency's requests for payment shall be submitted electronically by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.2.1 All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.
- 4.3 The Agency will seek prior written permission from the City for the purchase of items costing \$300 or more with funds provided under this agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 Insurance:

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

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

E. City Full Availability of Vendor Limits

If the Vendor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

F. Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

- 5.7 Hold Harmless and Indemnification: The Agency hereby agrees to hold harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned 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 Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency'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.
- 5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 Right to Audit: The City shall have the right to audit the Agency's books and records with respect to services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.
- 6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

- 6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

- 7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504, and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

- 8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and when feasible to print on two sides.

ARTICLE IX

Termination of Agreement

- 9.1 Termination of Agreement for Cause:

If a party to this Agreement fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may thereupon terminate this Agreement prior to the Agency's full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City's property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition the City shall have all remedies at law which shall be cumulative.

If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

9.2 Termination for Convenience of the City: The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Agency covered by this Agreement.

ARTICLE X

Future Support

10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in this Agreement.

ARTICLE XI

Entire Agreement

11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of eight pages plus the attached exhibits incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Program Budget
Exhibit C	Invoice for Services, Service Report, and Service Summary Report

11.2 Severability: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 Modification of Agreement: This Agreement may be modified only by written amendment signed by both the City and Agency and, if required by City resolution, ordinance or code, approved by the City Council.

11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Friends of Third Place Commons

Tom French, Mayor

Silje Sodal, Executive Director

Date _____

Date _____

ATTEST: _____
Matthew McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt City Attorney