



Agency: Shoreline/Lake Forest Park Senior Center	Federal ID No. 91-1823805
Contract Dates: January 1, 2023 – December 31, 2024	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Service Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Sound Generations of Seattle-King County, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2023-December 31, 2024.

WHEREAS, the City has determined the need to have certain human services like health and recreation programs, performed for its citizens and has allocated funds for this purpose; and

WHEREAS, the City desires to contract with the Agency to provide services 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 both parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services:** The Agency shall provide professional services as hereinafter set forth in the Scope of Work, Exhibit A attached and incorporated herein (the “Project” or “Services”) within the identified budget, which is attached hereto as the Program Budget, Exhibit B attached and incorporated herein.
- 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 provided in Exhibit A. Additional services must be authorized in a written addendum to this Agreement executed by both parties. See Section 3.4 for payment of additional services.
- 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 to provide human services like health and recreation programs to the citizens of Lake Forest Park. 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 be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City's representative for this Contract shall be the Environmental & Sustainability Coordinator or a designee. All official communication shall be made through the Environmental & Sustainability Specialist or his or her designated representatives.
- 2.2. The City shall provide the Agency with 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 will compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, in a total amount not to exceed the amount specified in the Program Budget, Exhibit B (\$25,000 per calendar year). The compensation shall be paid in equal quarterly payments throughout the term of this Agreement unless a change in basic services is mutually agreed to by the parties pursuant to Section 1.2 above.
- 3.2 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.
- 3.3 Fees for additional services will be negotiated by the City and the Agency.
- 3.4 The Agency shall submit properly executed quarterly invoices with the Invoice for Services, Exhibit C attached and incorporated herein. Invoices will include documentation of costs in the form of payroll reports and receipts and/or purchase orders. The City may withhold payment pending timely delivery for such reports and information.
- 3.5 Invoices and reports will be due by the tenth working day of the month following the quarter.
- 3.6 Administrative or indirect costs accrued by the Agency that are associated with the Project will not be charged to the City.
- 3.7 The Agency's requests for payment shall be submitted digitally by email to the Environmental & Sustainability Specialist or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1. All work products produced under this Agreement shall remain the property of the City and may be used in any manner the City chooses whether or not the project for which they are made is executed, or whether or not the City has physical possession of the product.
- 4.2. 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.

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 make no claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4. Hold Harmless and Indemnification: The Agency hereby agrees to save 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency's own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual

and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best's rating of not less than A: VII. Furthermore the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency's insurance and shall not contribute to it.

The commercial general liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

The automobile liability insurance shall be in the amount of and not less than \$5,000,000 combined single limit. The automobile liability insurance shall provide coverage for the Agency's owned and non-owned vehicles.

- 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 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 six pages plus the attached Exhibits incorporated herein. These documents constitute the entire Agreement between the parties and may be amended only by written agreement signed by authorized officers of the parties.
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| Exhibit A | Scope of Work |
| Exhibit B | 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 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

Sound Generations of Seattle-King County

Jeff Johnson, Mayor

Denise Klein, CEO

Date _____

Date _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney