

UPPER KITTITAS COUNTY SENIOR CENTER AGREEMENT

THIS AGREEMENT, dated this ____ day of ____, 2010, is made by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the UPPER KITTITAS COUNTY SENIOR CENTER (Centennial Center), a non-profit organization under the laws of the State of Washington, hereinafter referred to as the "Center."

1. **PURPOSE:** The purpose of this Agreement is to provide public services which will benefit senior citizens and others in Upper Kittitas County.
 - a. The County enters into this Contract pursuant to the authority granted in RCW 36.01.010 and agrees to pay the Center a sum of Twenty Nine Thousand Seven Hundred dollars (\$29,700.00) payable in one payment of Nine Thousand Eight Hundred Dollars (\$9,800.00) and the remainder in equal monthly installments of 1/12th of the total sum in return for the Center's services set out below.
 - b. In return, the Center will provide public services benefiting senior citizens and others in the communities of Upper Kittitas County as set forth herein and consistent with the by-laws of the Center, which states as follows;

"The purpose of the Center shall be the operation to provide a network of services, including health, social, recreation, educational programs and transportation for all members regardless of race, color, creed, sex or national origin. They shall also, upon approval of the Board of Directors, allow the Center to be used for community activities."
2. **SERVICES PROVIDED BY THE CENTER:** Areas of service to be provided by the Center, but not limited to, are the following;
 - a. Provision of a meeting space for AARP, County meetings and other public meetings which affect senior citizens.
 - b. Serving as an Upper Kittitas County Emergency Shelter (as designated by Kittitas County Board of Commissioners – Resolution 2007-01).
 - c. Provision of personal enrichment, fellowship and other activities for seniors.
 - d. Provision of a meeting place for senior networking lunches for social service agents working with seniors in Upper Kittitas County.

- e. Provision of a work space for social service agencies serving seniors when such agencies operate in Upper Kittitas County.
- f. Provision of drop-in activities for seniors.
- g. Provisions for informational brochures, flyers and pamphlets about services to be made available in the Center's magazine rack and on its bulletin board.
- h. Provisions for a weekly newspaper article and monthly calendar of events to be published to keep seniors informed of scheduled events.
- i. Provision of an informational network for seniors to help access services to meet their needs.
- j. Provision of call-in referral services to direct callers to the appropriate agency to address the nature of their call.
- k. Provision of exercise classes, arts and craft classes, personal enrichment classes, lectures, health care services and other activities.
- l. Provision of adequate space for the Kittitas County to provide services as needed to Upper Kittitas County residents. If this agreement is terminated or not renewed, the County and the Center will negotiate an acceptable lease for the space dedicated for County use.

3. TERMS OF AGREEMENT

- a. Commencement and Renewal of Term: This Agreement shall be in effect for the period between January 1, 2010 and ending December 31, 2010. The parties agree to meet before the end of each calendar year to negotiate the continuation of this Agreement, unless earlier terminated by giving Thirty (30) days written notice to the other party before December 31. However, there is no assurance of renewing this Agreement until both parties have signed a new Agreement.
- b. Termination for Change in Funding: If the funds upon which the County has relied to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least Fifteen (15) days written notice to the Center.
- c. Termination for Convenience: Either party may terminate this Agreement for convenience upon giving the other party at least Sixty (60) days written notice.

- d. Termination for Default or Non-Performance: If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has Fifteen (15) days in which to cure the default. If the defaulting party fails to commence correction of such non-performance within the Fifteen (15) days and fails to diligently complete the correction thereafter, the non-defaulting party may terminate this Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under the law.
- e. Payment for Authorized Work: Upon termination for any cause, the Center will be paid for all authorized work performed up to and including the termination date.

4. INDEPENDENT RELATIONSHIP OF THE PARTIES:

- a. The parties agree that they are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
- b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, and employees of one party are not entitled to the benefits the other party provides to its employees.
- c. Each party is solely responsible for its acts and the acts of its agents, employees, servants and representatives during the term of this Agreement.
- d. Neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.
- e. The Center shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Center or employees of the Center.

5. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party accepts responsibility for compliance with federal, state and local laws and regulations.

6. INSURANCE:

- a. The Center shall procure and maintain for the duration of this 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 Center, its agents, employees, servants or representatives.**
- b. The Center is responsible for maintaining the following:**

 - i. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.**
 - ii. Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and shall be written with limits no less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Kittitas County shall be named as an additional insured under the Center's commercial general liability insurance policy with respect to work performed for the County.**
- c. Other Insurance Provisions:**

 - i. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.**
 - ii. Where professionals, acting on behalf of the Center, perform professional services at the Center, the Center shall obtain professional liability insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.**
 - iii. The Center's insurance policies for automobile liability, professional liability and commercial general liability shall provide, or be endorsed to provide, that the Center's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Center's insurance and shall not contribute with it.**
 - iv. The Center's insurance shall be endorsed to state that coverage shall not be canceled by either party without Thirty**

(30) Days written notice of cancellation by certified mail, return receipt requested to the County.

- d. **Verification of Coverage:** The Center shall furnish the County with original certificates and a copy of the amendatory endorsements including, but not limited to, the additional insured endorsement evidencing the Center's insurance requirements, upon the adoption of this agreement.

7. INDEMNIFICATION AND HOLD HARMLESS:

To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney fees, for any bodily injury, sickness, disease or death or any damages to or destruction of property including any loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission or wrongful act or failure to act, on the part of its officers, directors, agents, employees, servants and representatives. No liability shall attach either party by reason of entering into this Agreement except as expressly provided herein.

8. ASSIGNMENT:

The Center shall not assign its performance under this Agreement or any portion of this Agreement without the express written consent of the County, which consent must be sought in writing by the Center not less than Thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment.

9. WAIVER:

This Agreement may be amended, superseded, cancelled, renewed or extended and the terms hereof may be waived, only by a written consent signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION:

This Agreement shall be governed by the laws of the State of Washington. In the event of a dispute regarding termination of this contract, the County and the Center agree to resolve such dispute through mediation, if possible. In the event that mediation is unsuccessful, the parties agree that the venue for any litigation shall lie in Kittitas County.

11. ENTIRE AGREEMENT:

The parties agree that this contract is the complete expression of the Agreement between the parties and all other terms not found herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of the contract and be cause for termination. Both parties agree that forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of said provision of this Agreement.

12. SEVERABILITY:

If for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or otherwise unenforceable, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision or part held to be invalid.

DATED this _____ day of _____, 2010

UPPER KITTITAS COUNTY
SENIOR (CENTENNIAL) CENTER

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Executive Director

Mark McClain, Chairman

Paul Jewell, Vice-Chairman

Alan Crankovich, Commissioner

Julie A. Kjorsvik
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney