AGREEMENT
UPPER KITTITAS COUNTY SENIOR CENTER

THIS AGREEMENT, dated this 20th day of December 2016, 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 RCW 36.39.060, and agrees to pay the Center a sum of Nineteen Thousand Nine Hundred dollars ($19,900.00) payable 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 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, 2017 and ending December 31, 2017. 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.

f. Records to be Kept. The Center shall keep adequate records to reflect the services delivered, and such records shall be open to the County's inspection and audit.

g. County Observation. The County shall have the right to observe the activities conducted in the Center and shall have the right to determine whether said activities meet the requirements of this contract. The Center agrees to make any changes requested by the County with respect to the manner in which it conducts its activities and delivers its services for which it claims reimbursement.

h. Failure to Comply. Failure to comply with any of the provisions stated in this Agreement shall constitute material breach of contract and be cause for termination.

i. Public Records. The County respects the confidentially of information provided to the County. However, any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

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, subcontractors, volunteers or representatives during the term of this Agreement.

d. In relation to the performance of this Agreement, 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.

5. COMPLIANCE WITH LEGAL REQUIREMENTS.

a. In the performance of this Agreement, each party accepts responsibility for compliance with federal, state and local laws and regulations. The Center specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

b. The County is an equal opportunity employer. In the performance of this Agreement, the Center will not discriminate against any employee or applicant for employment on grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

i. Such nondiscrimination in employment shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

ii. The Center shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

c. In the performance of this Agreement, the Center will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed,

color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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 covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, such coverage to 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.

iii. Where professionals act on behalf of the Center to perform professional services through 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.

iv. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.

v. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

c. Other Insurance Provisions:

i. 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. The Center must provide to the County a policy of endorsement as evidence of the additional insured coverage, which endorsement must state that the Center's insurance shall not be reduced or cancelled without Thirty (30) Days prior written notice sent to the County by certified mail, return receipt requested.

ii. 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.

d. Verification of Coverage: Upon adoption of this Agreement, the Center shall furnish the County with original certificates and a copy of any amendatory endorsements including, but not

limited to, the additional insured endorsement evidencing the Center's insurance requirements. Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by the respective insurance company to bind coverage on the insurance company's behalf.

7. INDEMNIFICATION AND HOLD HARMLESS.

   a. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

   b. To the extent of its comparative liability, each party shall indemnify, defend and hold harmless the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, from and against any and all claims, damages, losses, expenses or suits, including reasonable attorney fees and costs, arising out of or resulting from the activities or services undertaken by the Center in meeting its obligations under this Agreement.

   c. It is specifically agreed that 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 the Center's employees.

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. If such assignment is authorized by the County, the assignment shall include appropriate safeguards against discrimination. The Center shall take such action as may be required to ensure full compliance with all the above provisions concerning nondiscrimination in employment and in receipt of services or benefits provided under this Agreement.

9. MODIFICATION AND WAIVER.

   a. 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.

   b. The parties agree that forgiveness of any delay or non-performance of any provision of this Agreement, by any party in exercising any right, power or privilege under this Agreement, does not constitute a waiver of the provisions of this Agreement. No whole or partial waiver on the part of any party of any right, power or privilege under specific circumstances shall operate or be construed as a future waiver of such right, power or privilege.

   c. 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.

   d. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. 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 parties' Agreement and any oral representations or understandings not incorporated herein, or any other terms not found herein, are excluded.

12. SEVERABILITY.

a. 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 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 found to be invalid.

b. If any provision of this Agreement is in conflict with any statutory provision in the State of Washington, said conflicting provision shall be deemed inoperative and null and void as to the extent of said conflict, and this agreement shall be deemed modified to conform to the valid statutory provision.

c. In the event that any agency of the State of Washington or any federal agency shall issue a formal or informal opinion declaring that this entire Agreement is unlawful or *ultra vires*, or in the event that any court so rules, the Center shall, upon demand of the County, refund to the County any payments hereunder made.

DATED this 20th day of December 2016.

UPPER KITTITAS COUNTY SENIOR (CENTENNIAL) CENTER	BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY, WASHINGTON
_____ Executive Director	_____ Obie O'Brien, Chairman
ATTEST:	_____ Paul Jewell, Vice-Chairman
_____ Julie A. Kjorsvik Clerk of the Board	_____ Laura Osiadacz, Commissioner

Approved as to form:

_____

Deputy Prosecuting Attorney