

**RECREATIONAL SERVICES AGREEMENT  
2012  
BETWEEN THE CITY OF EDMONDS, WASHINGTON  
AND  
THE EDMONDS SENIOR CENTER**

The following is an agreement between the CITY OF EDMONDS, Washington (hereinafter referred to as the "City"), a municipal corporation, and the EDMONDS SENIOR CENTER, INC. (hereinafter referred to as the "Senior Center"), a non-profit organization organized under the laws of the State of Washington.

W I T N E S S E T H

1. The City agrees to pay the Senior Center for the calendar year **2012** the sum of sixty thousand dollars (**\$60,000**) in equal installments of five thousand dollars (**\$5,000**) on or before the fifteenth of each month.
2. In consideration of said funds the Senior Center agrees to provide and augment the recreational activities of the City by providing recreational and social service programs to senior citizens of Edmonds. The parties agree that it is to the mutual benefit of both signators hereto to have the Senior Center plan and program said recreational and social service activities for senior citizens of Edmonds rather than the City establishing a separate recreational program of its own due to the economies and efficiencies that may be achieved by such mutual cooperation between the parties. All programs of the Center shall be available to eligible Edmonds citizens at the same cost, if any, or at a reduced rate below that to which such programs are available to the general senior population.
3. The funds received by the Senior Center under this Agreement shall be used exclusively for the purposes of providing recreational and social service programs or to help fund recreational classes and social service programs for senior citizens of Edmonds for the calendar year 2012. Any funds not so used shall be refunded to the City and the failure to utilize the funds for the purposes enumerated in this agreement shall be grounds for termination of this agreement without notice by the City. The Senior Center shall account for the expenditures of all such funds received by it from the City on an annual or more frequent basis and shall provide a statement in the form prescribed by the City through its Finance Director, or other authorized official, evidencing the nature and manner of expenditures of these funds and providing the City with substantiation that these funds have been used for the purposes enumerated. The Senior Center shall maintain its financial records in accordance with generally accepted accounting practice and shall make such records available for inspection during normal business hours by the City, the State Auditor or their designee(s). In the event the Senior Center expends any of these funds for purposes other than enumerated, and such expenditures are deemed to be a violation of the provisions of the Constitution or the laws of the State of Washington, the City may, at its alternative,

discontinue all further payments hereunder and/or seek restitution of those sums which have been unconstitutionally expended by the Senior Center.

4. The Senior Center agrees to protect, indemnify and save the City, its officers, agents and employees harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of or under the terms of this Agreement, caused by the fault of the Senior Center, its agents, employees, representatives or subcontractors. The Senior Center specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its employees or subcontractors and waives any immunity that the Senior Center may have under that title with respect to the City. The Senior Center further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom. This section shall not apply to damages or claims resulting from the sole negligence of the City, in which event the laws of the State of Washington shall govern the parties' respective liabilities.
5. The Senior Center shall secure and maintain in full force and effect during performance of all work pursuant to this agreement a policy of comprehensive general liability insurance providing coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury; \$250,000 per occurrence and aggregate for property damage. Such policy shall list the City as a named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days written notice to the City. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this document.
6. The Senior Center shall be and is an independent contractor and nothing herein shall be interpreted to create an employment relationship between the City and the Senior Center or with any employee of either the City or the Senior Center with respect to employees of the other party. The Senior Center agrees to hold harmless and indemnify the City from any and all employee related costs arising from or out of a claim by any of its employees against the City of Edmonds for wages, costs or benefits relating to such employee's employment by the Senior Center.
7. The Senior Center agrees to maintain current records containing the residence addresses of the persons who utilize the services during the calendar year of the contract and provide a yearend report on total number of Edmonds residents accessing services and the true and actual numbers of service hours provided to all clientele.
8. Either party may terminate this Agreement without cause upon providing 30 days written notice to the other Party; PROVIDED, that the City may terminate this Agreement effective immediately for breach of paragraph 3 or 5. Termination shall not affect the Senior Center's obligation to protect, indemnify, and hold harmless the City as provided hereunder. This agreement shall be automatically renewed for each successive year unless revoked in writing by one of the parties prior to November 30<sup>th</sup> of the current year; unless terminated as provided herein.

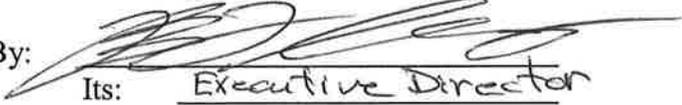
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF EDMONDS:

EDMONDS SENIOR CENTER,

INC.

\_\_\_\_\_  
Mayor David O. Earling

By: 

Its: Executive Director

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Sandra S. Chase, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
Sharon Cates, Lighthouse Law Group