

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute the 2017 Shoreline/Lake Forest Park Senior Center Contract
<b>DEPARTMENT:</b>	Parks, Recreation and Cultural Services
<b>PRESENTED BY:</b>	Mary K. Reidy, Recreation Superintendent
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline has contracted with Sound Generations (formerly Senior Services of Seattle/King County) to furnish to City of Shoreline residents programs which support health and social services at the Shoreline/Lake Forest Park Senior Center.

The annual service contract with Sound Generations is included in the 2017 budget and is recommended for approval. A scope of work for the service contract is attached to this staff report as Attachment A. In addition to continuation of service delivery from previous years, the 2017 scope includes additional items which require City and Senior Center staff to work together throughout the year to assess the Center's financial health and programmatic future.

**RESOURCE/FINANCIAL IMPACT:**

This contract was included in the 2017 Parks, Recreation and Cultural Services budget for \$121,708. \$95,708 of the contract amount is Senior Center funding transferred from Human Services and the remainder (\$26,000) is a one-time supplemental backfill due to Shoreline/Lake Forest Park Senior Center revenue short-fall. The contract is now managed in PRCS. City purchasing policies require Council authorization for service contracts exceeding \$50,000.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a 2017 contract between the City of Shoreline and the Sound Generations in the total amount of \$121,708 to provide social, recreational, nutritional and health programs, counseling and support services, community services, transportation, outreach and to partner with City staff to assess the financial health and programmatic future of the Center.

Approved By:            City Manager **DT**    City Attorney **MK**

**ATTACHMENTS (Optional)**

Attachment A 2017 Agreement for Services - Sound Generations



Contract No. 8676

Brief Description: Services for Shoreline Seniors

**CITY OF SHORELINE  
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Sound Generations, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to furnish City of Shoreline residents programs to support health and social services at the Shoreline/Lake Forest Park Senior Center and

WHEREAS, the City has selected Sound Generations to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**1. Scope of Services to be Performed by the Consultant.**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

**2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$121,708 (\$95,708 of the contract amount is Senior Center funding transferred by Human Services and the remainder (\$26,000) is a one-time supplemental backfill), including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

**3. Term.**

- A. The term of this Agreement shall commence February 13, 2017 and end at midnight on the 31st day of December, 2017.

**4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

**6. Independent Contractor Relationship.**

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

**7. Hold Harmless.**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

**8. Gifts.**

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**9. City of Shoreline Business License.**

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

**10. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

**11. Delays.**

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

**12. Successors and Assigns.**

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

**13. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to

**Attachment A**

discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

**14. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
(206) 801-2700

Consultant Name: Paula Houston  
Name of Firm: Sound Generations  
Address: 2208 Second Avenue, Suite 100  
Address: Seattle, WA 98121  
Phone Number: (206)448-5766

**15. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**16. General Administration and Management.**

The City’s contract manager shall be (name and title): Mary Reidy, Recreation Superintendent.

**17. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**18. Entire Agreement.**

This agreement 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 bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**CITY OF SHORELINE**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Debra S. Tarry

Name: Paula Houston

Title: City Manager

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)

**AGREEMENT FOR HUMAN SERVICES  
SCOPE OF SERVICES TO BE PERFORMED  
AND PROGRAM PERFORMANCE MEASURES**

Scope of Services to be Provided by the Consultant during the term of this agreement: The Consultant shall furnish to City of Shoreline residents programs to support health and social services at the Shoreline/Lake Forest Park Senior Center. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$121,708 in Shoreline General Funds.

**1. Services to be Provided.**

The Consultant shall use City General funds to provide health services and social/recreational services at the Shoreline/Lake Forest Park Senior Center. These activities may include, but are not limited to: social, recreational and arts/crafts programs, educational programs, nutrition programs, health programs, health maintenance services, counseling and support services, financial and legal assistance, community services, and transportation services.

The Shoreline Lake Forest Park Senior Center will provide a minimum of 245 days of operation during the calendar year of 2017.

**2. Program Requirements and Performance Measures.**

**a. Performance Measures (to be reported quarterly)**

	Total in Year 2017
Number of unduplicated Shoreline residents served	1,595
Health Services Hours	16831
Social/Recreational Services Hours	19434

**b. Program Capacity Building**

Attend bi-monthly meetings with City staff to address the following:

1. Current cost recovery strategy
2. Current budget forecast and methodology
3. Review and assess current program offerings
4. Partnership opportunities, current and potential
5. Sustainability plan
6. Site stability assessment
7. Develop 5 year plan for service delivery

**3. The Consultant shall maintain files for this project containing the following items:**

- a. Motions, resolutions, or minutes documenting Board or Council actions;
- b. A copy of this contract on this project;
- c. Correspondence regarding budget revision requests;



- d. Copies of all invoices and reports submitted to the City for this Exhibit;
- e. Bills for payment;
- f. Copies of approved invoices and other documentation;
- g. All records required by this agreement shall be retained by the Consultant for a minimum of seven (7) years, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the seven-year period. The period of time shall commence on January 1 of the year following the year in which the final invoice was paid.

#### **4. Contract Administration.**

- a. The Consultant will notify the City, in writing, within ten (10) days of any changes in program personnel or signature authority.
- b. The Consultant's main contact for the day-to-day operations of the program will be Bob Lohmeyer.
- c. The City's main contact for the day-to-day contract administration will be Mary Reidy.
- d. The Consultant will provide the City with a copy of their independent audit, when completed.

#### **5. Reports and Reimbursement Requests.**

- a. The Consultant shall submit a Billing Voucher and supporting forms on a Quarterly basis until the funds are expended. Deadlines for these reports are as follows:  
1<sup>st</sup> Quarter: April 14, 2016 or within 10 days of notice to proceed, whichever is later;  
2<sup>nd</sup> Quarter: July 14, 2017;  
3<sup>rd</sup> Quarter: October 13, 2017; and  
4<sup>th</sup> Quarter: Final Billing Voucher due January 12, 2018.
- b. These forms and instructions will be provided to the Consultant with the fully executed contract. All required reports must accompany the invoice statement in order to receive payment.
- c. Expenses must be incurred prior to submission of quarterly reimbursement requests. Proof of expenditures must be attached to the reimbursement request for invoice to be approved.
- d. Estimated quarterly payments are contingent upon meeting or exceeding the above performance measure(s) for the corresponding quarter. This requirement may be waived at the sole discretion of the City with satisfactory explanation of how the performance measure will be met by year-end.



**AGREEMENT FOR HUMAN SERVICES  
LINE ITEM BILLING VOUCHER**

**Attachment A - EXHIBIT B**

Line Item Budget  
Billing Voucher

<p><b><u>RETURN TO:</u></b> Mary Reidy, Recreation Superintendent City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133-4921</p>	<p>CONSULTANT: _____ ADDRESS: _____ CITY/STATE/ZIP: _____ CONTACT: _____ PHONE _____ VOUCHER DATE: _____</p>
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CONTRACT #: \_\_\_\_\_ PROGRAM TITLE: \_\_\_\_\_

THE COSTS AS PRESENTED IN THIS REQUEST WERE INCURRED BETWEEN THE TIME PERIOD OF  
(dates): \_\_\_\_\_ TO \_\_\_\_\_

COST CATEGORIES	ORIGINAL BUDGET	REVISED BUDGET # _____	TOTAL REQUESTED	CUMULATIVE TO DATE	AWARD BALANCE
1 Personnel <i>(Complete a Personnel &amp; Travel Reimbursement Form)</i>					
2 Office/Operating Supplies <i>(Attach Receipts)</i>					
3 <b>Consultant or Purchased Services</b> <i>(Submit Substantiating Bills)</i>					
4 Communications <i>(Attach Receipts)</i>					
5 Travel and Training <i>(Complete a Personnel &amp; Travel Reimbursement Form)</i>					
6 Other <i>(Detail)</i>					
<b>GRAND TOTAL</b>					

I CERTIFY THAT THE ABOVE COSTS IN THE AMOUNT OF \$ \_\_\_\_\_ HAVE BEEN INCURRED

AND PAYMENT HAS BEEN MADE OR IS NOW DUE AND THAT NECESSARY RECEIPTS OR INVOICES ARE ATTACHED. A PROGRESS REPORT IS ALSO ATTACHED.

NOTE: Payments will be processed within thirty (30) days from receipt of approved billing voucher.

**Contractor**

**City of Shoreline**

\_\_\_\_\_  
*Authorized Signature (set forth in the Contract)      date*

\_\_\_\_\_  
*Approved for payment      date*