

Project title:

Briefing: Public Private Partnership to provide Senior Center Management & Programming to Volunteers of America Western Washington

Council Bill #**Agenda dates**

requested: July 28, 2021

Briefing 7/28/21

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Contract

Department(s) involved:

Procurement & Parks

Contact person:

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Initialed by:

sh

Department head

Administration

Council President

Project: Request for Proposal 2020-061 Public Private Partnership – Park Properties

Partner/Supplier : Volunteers of America Western Washington

Location: 3025 Lombard Avenue, Everett, WA 98201

Preceding action: August 12, 2020

Fiscal summary statement:

Fund: 027

During the first four months of the term of this Agreement, the City will pay VOA \$28,750 per month as complete compensation for all Services.

Beginning in calendar year 2022, the City will pay the following monthly compensation to VOA as complete compensation for the Services:

Year	2022	2023	2024	2025	2026	2027	2028 and after
Monthly Payment	\$37,500	\$29,167	\$25,000	\$20,833	\$16,667	\$12,500	\$0

Project summary statement:

The Request for Proposals (RFP) process provided an avenue for suggestions that could result in public private partnerships to increase recreation opportunities for the public, repurpose or recondition park assets for community use, and generate revenue for the City of Everett Parks & Facilities department. It also provides an opportunity for non-profits, businesses, or private individuals to partner with the City to benefit the community.

Request for Proposal #2020-061 was released on August 13, 2020, and was advertised in the Everett Herald and Daily Journal of Commerce as well as posted on the City's website. On October 20, 2020, the City received twelve (12) proposal responses. After completing an initial scoring, eight (8) companies were invited to interview. All proposals were re-scored following interviews.

Volunteers of America Western Washington submitted the only proposal to partner with the City to provide Senior Center Management & Programming at Carl Gipson Senior Center. Staff recommends awarding a contract to the Volunteers of America Western Washington, whose proposal scored 350 out of 500 points.

A briefing will occur at city council on Wednesday July 21st. It is anticipated that council will be asked to award and authorize the mayor to sign the agreement on July 28, 2021.

Recommendation (exact action requested of Council):

No action on July 21st, briefing only. Action anticipated at the 7/28/21 city council meeting.



CITY OF EVERETT
Parks and Facilities Department

Volunteers of America Contract Details Summary

The Parks and Facilities Department, in conjunction with Procurement will bring forth a new contract with Volunteers of America (VOA) for management of the Carl Gipson Senior Center. Bob Leonard will provide a briefing at the July 21st City Council meeting and request council approval of the contract on July 28th. Below is a short list of contract highlights:

- The Parks and Facilities Department has negotiated up to a 14-year contract with the VOA for management of the Carl Gipson Senior Center. The contract can be terminated by either party with 6 months' notice.
- The payment structure is designed to set the VOA up for success, giving them more financial support in the early years and less financial support as they increase fundraising, grants, and membership numbers over time. The City will pay VOA \$1,815,000 over the next seven (7) years for management of the Senior Center.
 - 2021 - \$115,000 for 9/1/21-12/31/21 – Mostly virtual services
 - 2022 - \$450,000
 - 2023 - \$350,000
 - 2024 - \$300,000
 - 2025 - \$250,000
 - 2026 - \$200,000
 - 2027 - \$150,000
 - There are no payments after 2027 extends through 2035
- The lowest annual subsidy the City paid toward senior center operations in recent years is \$485,000. Over 14 years, this contract saves the City nearly \$5 million dollars while providing the same valuable services to our senior community.
- The City will approve an annual service plan that includes planned programming and budget for the upcoming fiscal year as it relates to Carl Gipson Senior Center operations:
 - The VOA is responsible for maintaining all inventoried items that are the property of the City of Everett.
 - Compensation through 2027 to VOA covers labor and operating costs. If the VOA chooses to invest additional funding for the purchase of any new items at the Senior Center those items will be considered VOA property.
- The City will pay for maintenance related to the shell of the building:
 - HVAC, roof, carpet, paint, doors, electrical, elevator maintenance.



**AGREEMENT
FOR MANAGEMENT SERVICES
BETWEEN CITY OF EVERETT AND VOLUNTEERS OF AMERICA
(CARL GIPSON SENIOR CENTER)**

This Agreement for Management Services (“**Agreement**”) is dated for reference purposes September 1, 2021, and is by and between the City of Everett, a Washington municipal corporation (“**City**”), and Volunteers of America Western Washington, a Washington public benefit corporation (“**VOA**”).

WHEREAS, City owns the Carl Gipson Senior Center (“**Center**”) and desires to contract with a manager to provide senior (ages 50+) and community programming of high quality at the Center;

WHEREAS, City also desires to contract for the services of administrative personnel to carry out other duties related to activities occurring at the Center;

WHEREAS, VOA is a non-profit human services organization which produces high quality programming and has 123 years of experience in managing human services;

WHEREAS, the City is desirous of VOA managing the Center for the City and the VOA is willing to manage the Center for the City under the terms and conditions set forth herein; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein and the benefits to be derived by both parties, the parties agree as follows:

I. TERM

This Agreement is effective as of September 1, 2021, and expires on December 31, 2035, unless terminated sooner as provided in this Agreement.

II. CENTER MANAGEMENT AND OPERATIONS SERVICES

VOA is responsible for management services for all aspects of the Center in accordance with this Agreement. The services provided by VOA under this Agreement, which include without limitation the management, operation, rental, and maintenance of the Center as set forth below in Sections II and III, are referred to as the “**Services**.” VOA shall provide the Services in a generally accepted business-like manner consistent with both parties’ objective of operating a high-quality senior center.

A. Annual Agreed Service Plan

City and VOA understand that the Services may need to change from year-to-year based on changing circumstances. No later than May 1 of each year of the term of this Agreement, VOA will deliver to City for City approval a proposed service plan for the upcoming fiscal year, which is July 1 to June 30. (This proposal will include the proposed budget, as set forth in Section IV below.) The proposed plan will contain specifics of the Services to be provided by VOA for the upcoming year, will contain specifics regarding scheduling and coordination of City and VOA events, and will contain

other matters as City's Parks Director or designee may reasonably determine. The City will review the proposed plan and provide comment. This review process will include a review of VOA's performance of this Agreement during the previous year. Once the City's Parks Director or designee approves the VOA proposed plan or VOA-revised proposed plan, it will govern the Services for the upcoming fiscal year (as approved, the "**Agreed Service Plan**"). If there are delays in approval of a plan for any reason, then the previous Agreed Service Plan will govern Services until there is a new Agreed Service Plan. If provisions of an Agreed Service Plan and this Agreement conflict, then this Agreement governs.

B. Center Operating Hours

Unless specifically provided otherwise by the current Agreed Service Plan, the Center will be open as follows:

1. September 1 – December 31, 2021: During 2021, the Center hours open will be determined as needed to support Homage meal program and to implement virtual and in person, if allowed, events, classes, and activities.

2. January 1, 2022 and After: Beginning January 1, 2022, the Center will be open at minimum for the following hours:

- Monday, Tuesday, Wednesday, Thursday, and Friday: open from 8:30 am - 5:30 pm
- Saturday: open from 8:30 am - 4 pm

3. Adjustments as Necessary. Depending on needs of seniors and the community, these open hours may be modified from time to time by mutual written agreement between the VOA general manager and the City Park's Director or designee. These modifications may include:

- Specific hours dedicated to various clientele using the Center on a regular basis.
- Senior-only hours for certain time periods with the Center open to other populations during different times. Multi-generational and mixed population use of the Center will bring increased value and benefit to all Everett citizens.
- Extended weekend hours for rentals or for new programming.

An Agreed Service Plan may revise, supplement and/or provide additional detail regarding the requirements of this subsection B.

C. Senior Center Programming

Unless specifically provided otherwise by the current Agreed Service Plan, VOA shall provide the following Services:

- VOA shall provide senior and community programming and services, private rentals and special events during the term of this Agreement, in accordance with Exhibit A.
- VOA shall manage all aspects of Center operations, including providing staff during open hours and providing customer service and day-to-day janitorial.

- VOA shall provide access to the public as a cooling or warming location during normal business hours on an as needed basis in the event of extreme temperatures or emergency.
- VOA shall manage all aspects of its own operations, including, but not limited to, promotion, advertising, personnel selection, supervision, coordination with City, inventory, control and care of its own personal property, and inventory and care of City property.
- Twice a year VOA shall provide City with an operational summary of activities and attendance occurring during the previous six months.

An Agreed Service Plan may revise, supplement and/or provide additional detail regarding the requirements of this subsection C.

D. Center Management

Unless specifically provided otherwise by the current Agreed Service Plan, VOA shall provide the following Services:

- VOA shall manage the Center for the City, including selling memberships, fundraising, and renting the facility.
- VOA will be responsible for implementing and carrying out all personnel support functions necessary to ensure successful accomplishment of its tasks and activities. City's Parks Director or designee shall communicate to VOA such tasks and activities.
- In consultation with City, VOA shall establish management practices for rental of the Center and the sale of memberships that follow City policies and guidelines.
- VOA shall establish rental rates for the Center, subject to City's reasonable approval. VOA shall use a form rental agreement for all Center rentals that is pre-approved by the City Attorney. If a renter intends to serve alcohol, the renter must provide evidence of liquor liability insurance satisfactory to the City's Risk Manager prior to the start of the rental.

An Agreed Service Plan may revise, supplement and/or provide additional detail regarding the requirements of this subsection D.

E. Staffing

Unless specifically provided otherwise by the current Agreed Service Plan, VOA shall staff the Center in accordance with the following:

1. Full-Time Staff. VOA shall staff the Center with at least three (3) full-time dedicated personnel focused on Center general management, Center activity programming, and Center customer service.

2. Part-Time Staff. In addition to the full-time staff above, part-time staff or volunteers may support operations, as deemed necessary by VOA for adequate operation of the Center.

3. Changes in Staffing Levels. Decreases to VOA staff levels below the three full-time positions stated in subsection II.E.1 above must be approved in writing in advance by the City Park's Director or designee.

4. Other Staffing Requirements. VOA will comply with the following regarding staffing:

- VOA will use reasonable efforts to minimize staff turnover.
- VOA shall maintain staffing for twelve (12) months of each year.
- VOA staff must be experienced and capable of performing the level of work assigned.
- VOA will advise City of the background and qualifications of the staff.
- The City has the right for a City employee to participate in the interview and hiring process for the senior manager full time position. Any person to be hired for the senior manager position must be pre-approved by the City.
- If the City expresses concern over the performance of a VOA employee or volunteer at the Center, VOA will follow its progressive disciplinary policy for employees. The progressive disciplinary policy will be shared with the City before the start of this Agreement. The City will receive copies of any updates to the policy.
- VOA shall define each position by a written job description that fully describes the training and experience required, the scope of work and activities required, and the range of compensation to be offered.

5. Agreed Service Plan May Supplement. An Agreed Service Proposal may supplement and provide additional detail regarding the requirements of this subsection E.

F. City Use of Center

Unless specifically provided otherwise by the current Agreed Service Plan, the following shall govern City use of the Center:

- The City may use the Cascade View Hall at no charge for four (4) annual recreation events during Center open hours. The City will provide six months' notice of each event.
- The City may use the Center at no charge from 5:30pm-10pm on Monday, Tuesday, Wednesday, Thursday, Friday, and all day Sunday, except that the City may not use areas of the Center actually being used during those times for VOA rentals or activities. The VOA will communicate with the City at least two weeks in advance

regarding any such after hour rentals or activities that the VOA has planned or booked. City shall provide a facility monitor for any City sponsored programs that are outside of the normal operating hours of the VOA.

- The City and VOA will reasonably cooperate in scheduling and will avoid conflicts with previously scheduled programs and activities.
- The City shall have full access to the Center in cases of emergency or disaster for meetings, staging supplies or shelter for staff or the public. The City will staff and incur all costs associated with this use.
- For City events and use, the City shall provide staff support necessary for facility monitoring, set-up, and clean-up, and the City shall leave the Center in a clean condition and will not access VOA offices, storage or restricted areas.

An Agreed Service Plan may revise, supplement and/or provide additional detail regarding the requirements of this subsection F.

III. CENTER MAINTENANCE SERVICES / ALTERATIONS / UTILITIES

A. Maintenance

1. Maintenance of Center. VOA accepts the Center and its improvements in their “as is” condition. As part of the Services, VOA shall at all times throughout the term keep the Center in good order, condition and repair. At the termination of this Agreement, VOA shall leave the Center in the same or better condition as received, normal wear and tear excepted. Except to the extent this Agreement specifically states otherwise and except to the extent specifically provided otherwise in a current Agreed Service Plan, VOA is responsible at VOA’s cost for all maintenance of the Center. The City will maintain at the City’s cost the Center building shell, including the roof, exterior walls, foundation, HVAC, plumbing, fire suppression equipment, electrical and building structure. In addition, the City will provide carpet replacement and major painting projects. The City will determine when carpet replacement and painting is necessary.

2. Maintenance of City-Owned Equipment and Personal Property. Except to the extent specifically provided otherwise in a current Agreed Service Plan, VOA is responsible at VOA’s cost for the maintenance and repair of City-owned personal property shown in Exhibit B to this Agreement. Such City-owned personal property will remain the property of the City. VOA shall not remove any City-owned property from the Center without the prior written permission of the City Parks Director or designee. The City at the City’s cost will replace the personal property items shown in Exhibit B when they are no longer usable. However, the City reserves the right to make all determinations regarding replacement, including whether a replacement is necessary, when the replacement will occur, and what the replacement item will be. The City will not replace the existing fitness equipment listed on Exhibit B.

3. Maintenance of VOA-Owned Equipment and Personal Property. VOA is responsible at VOA’s cost for the care, maintenance, and replacement of its own personal property and equipment.

B. Alterations / Signage

VOA shall not make or permit to be made any alterations, additions, improvements or installations in or to the Center (individually and collectively “**VOA Alterations**”) without first obtaining the consent of the City, which may be withheld in City’s sole discretion. All VOA Alterations shall be (1) completed in accordance with the plans and specifications approved by the City; (2) completed in accordance with all Governmental Requirements (as defined below and including, without limitation, Chapter 39.12 RCW); (3) carried out promptly in a good and workmanlike manner; (4) completed with all new materials; and (5) free of defects in materials and workmanship.

The City will provide a location on the exterior of the Center for VOA to install VOA signage, which signage must be preapproved by the City and such approval will not be unreasonably withheld. VOA shall not place any other signs or other displays visible from outside of the Center, without first obtaining the consent of the City, which may be withheld in City’s sole discretion.

C. Utilities and Services

1. City-Provided Utilities and Services. Except to the extent specifically provided otherwise in a current Agreed Service Plan, the City shall be responsible for paying the cost of the following services: HVAC operations and electronic marquee;; elevator maintenance; glass and door repairs, and security alarm.

2. VOA-Provided Utilities and Services. Except to the extent specifically provided otherwise in a current Agreed Service Plan, the VOA shall be responsible for all other utilities and services costs not City-provided under Section III.C.1 above, including without limitation that the VOA is responsible for the all costs of Center electricity, water and sewer, gas, internet and cable, janitorial and trash service, fitness equipment service, kitchen equipment service, public Wi-Fi, phones, and security camera service.

D. City Inspection

City and its agents shall have the right, but not the duty, to inspect the Center at any time to determine whether VOA is complying with the terms of this Agreement regarding maintenance and repair. If VOA is not in such compliance with this Agreement, City shall have the right, but not the duty, to immediately enter upon the Center to remedy any conditions or circumstances caused by VOA's failure to comply with the terms hereof, and VOA shall reimburse City for all costs and expenses incurred by City in connection with the remedy of such conditions or circumstances within thirty (30) days of demand.

IV. FINANCE

A. Accounting and Budget

1. Accounting for Previous Fiscal Year. No later than September 1st of each calendar year, VOA shall provide City with an accounting of actual income and expenses of the VOA’s prior fiscal year, which ends in June. This will include a profit and loss statement based on Center operations for such previous year. In addition, VOA will provide City each year once available

its consolidated financial statements, which will be prepared and reviewed by a public accounting firm chosen by VOA and acceptable to the City.

2. Proposed Budget. As part of its proposed service plan due by May 1 of each year (see Section 1.A above), VOA will provide a detailed proposed Center budget for the upcoming fiscal year that clearly reflects planned income and expenditures for management, operation and maintenance of the Center.

3. Internal Control Manual. VOA agrees to operate the Center in accordance with the City’s Internal Control Manual, which is on file with the City’s Clerk Office and Parks and Facilities Department. The City retains the right to modify the Internal Control Manual as necessary to adjust for changes in administrative policy or operating conditions.

B. Compensation

1. September 1, 2021 to December 31, 2021. During the first four months of the term of this Agreement (that is, from September 1, 2021 until December 31, 2021), City shall pay VOA \$28,750 per month as complete compensation for all Services.

2. Subsequent Years. Beginning in calendar year 2022, the City will pay the following monthly compensation to VOA as complete compensation for the Services:

Year	2022	2023	2024	2025	2026	2027	2028 and after
Monthly Payment	\$37,500	\$29,167	\$25,000	\$20,833	\$16,667	\$12,500	\$0

Monthly compensation may be decreased by an Agreed Service Plan. However, monthly compensation may not be increased by an Agreed Service Plan.

In 2028 and after, the City will not pay compensation for the Services. At that time, VOA will be completely compensated for the Services by VOA’s retention of rental, fee and concession income as set forth in Section VI.C below.

C. Rental, Facility Fee and Concession Income

Except to the extent specifically provided otherwise in a current Agreed Service Plan, the following shall govern rental, fee and concession income:

- Income from rental of the Center, membership fees, parking sticker fees, program fees and concessions shall be VOA income.
- Income from hourly and after hours Center parking will be retained by the VOA.

- The VOA may adjust rental, membership, parking sticker and program fee rates annually with the approval of the City, which will not be unreasonably withheld.

An Agreed Service Plan may revise, supplement and/or provide additional detail regarding the provisions of this subsection C.

D. Third-Party Agreements

VOA shall not enter into third-party agreements regarding the Center without the prior written approval of each such agreement by the City Parks Director or designee.

V. DEFAULT

A. City's Default

Any of the following shall constitute an event of default ("**Event of Default**") by City under this Agreement:

1. Failure to pay VOA any compensation due VOA, pursuant to this Agreement, unless such amounts are under legitimate dispute; or
2. Breach of City of any material provision of this Agreement.

B. Contractor Default

Any of following shall constitute an Event of Default by VOA under this Agreement:

1. Failure to staff, manage, operate, and maintain the Center in accordance with provisions of this Agreement;
2. Breach by VOA of any material provision of this Agreement; or
3. VOA makes an assignment for the benefit of its creditors, or becomes a party for more than thirty (30) days, to any voluntary or involuntary insolvency proceedings, bankruptcy proceedings or reorganization.

C. Notice of Default

When either party to this Agreement believes that the other party (the "**Defaulting Party**") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party. The Defaulting Party shall have thirty (30) days to cure the default. If VOA is the defaulting party, the City may withhold compensation due to VOA under this Agreement until the default is cured.

VI. TERMINATION

A. At End of Term

This Agreement shall automatically terminate upon expiration of the term of the Agreement

B. Default Termination

Either party may terminate this Agreement upon the occurrence of an Event of Default of the other party that is not cured by the other party in accordance with Section V. Notice of termination will be in accordance with Section VI.E below.

C. Termination for Convenience

City may terminate this Agreement at any time and for any reason by six months advance written notice to VOA. VOA may terminate this Agreement at any time and for any reason by six months advance written notice to City. Notice of termination will be in accordance with Section VI.E below.

D. Termination for Center Closure

Either party may terminate this Agreement upon the City's closure of Center for more than 30 consecutive calendar days. Reasons that the City may close the Center include without limitation occurrence of fire, earthquake or other casualty that so damages the Center that continued provision of the Services is no longer reasonably practical or occurrence of pandemic that makes continued operation of the Center unsafe as determined by the City. Notice of termination and termination procedures will be in accordance with Section VI.E below.

E. Termination Procedure

Termination will be by written notice of termination to the other party ("**Termination Notice**"). The Termination Notice shall specify a termination effective date that is (1) no earlier than three calendar days after the issuance of the Termination Notice, if the Termination Notice is for default termination or closure termination under subsections B or D above or (2) no earlier than six months after the issuance of the Termination Notice, if the termination is for convenience under subsection C above. The Notice shall be effective upon the earlier of either actual receipt (whether by email, mail, delivery or other method reasonably calculated to be received in a reasonably prompt manner) or three calendar days after issuance of the Termination Notice. Upon termination, VOA shall immediately commence to end the Services in a reasonable and orderly manner. Unless terminated for VOA default, VOA shall receive payment of all monies due VOA up to the termination date. City does not by this section waive, release, or forego any legal remedy for any default under this Agreement. At its sole option, City may deduct from the final payment due VOA (a) any damages, expenses or costs arising out of any defaults and (b) any other backcharges or credits. The City shall not pay VOA for Services provided following the effective date of termination unless authorized in writing in advance.

VII. INDEPENDENT CONTRACTOR

A. This Agreement does not constitute or create an employer-employee relationship. VOA must provide the Services as an independent contractor. VOA must comply with all applicable federal and state laws and regulations applicable to independent contractors. VOA shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance (Workers' Compensation). VOA agrees to indemnify, defend and hold City harmless from any claims, valid or otherwise, made against City because of such obligations.

B. Any employee of VOA, while engaged in the performance of any work or service required by VOA under this Agreement, is the employee of VOA only and not of City. VOA shall be solely liable for any and all claims that may arise under the Workers' Compensation Act on behalf of VOA employees. VOA shall be solely liable for any and all claims made by a third party as a consequence of any negligent act or omission on the part of VOA's employees while engaged in any of the work or service required to be performed by this Agreement.

C. VOA shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees, and shall at all times save City free, clear and harmless from all actions, claims, demands and expenses arising under such Act, and such rules and regulations that are or may be promulgated in connection therewith.

D. VOA assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and City business and occupation taxes), fees, licenses, excises or payments required by any City, federal or state legislation which are now or may during the term of this Agreement be enacted as to all persons employed by VOA and as to all duties, activities and requirements by VOA in performance of the work under this Agreement and VOA shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

VIII. INSURANCE

A. VOA shall comply with the following conditions and procure and keep in force during the term of this Agreement, at VOA's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7) by A. M. Best Company, and which are acceptable to City:

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If City authorizes sublet work, VOA shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the VOA covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$3,000,000 in the annual aggregate, including

but not limited to: premises/operations (including off-site operations), blanket contractual liability, broad form property damage, copyright infringement and defamation.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.

4. Property Insurance covering the value of VOA's property at the Center.

5. Liquor Liability Insurance in an amount not less than \$1,000,000 per occurrence and not less than \$1,000,000 in the aggregate.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be cancelled or materially changed without thirty (30) days prior written notice to City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of VOA to furnish the required insurance during the term of this Agreement.

C. Upon written request by City, the insurer or its agent will furnish, prior to or during any work being performed under this Agreement, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the VOA performing any work under this Agreement, the VOA shall provide City with a Certificate of Insurance acceptable to City Attorney evidencing the above required insurance. VOA shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by City of any certificate showing less coverage than required is not a waiver of VOA's obligation to fulfill the requirements.

E. VOA certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Title. VOA shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of work under this Agreement. VOA shall provide City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any work is commenced under this Agreement.

F. In case of the breach of any provision of this section, City may, at its option and with no obligation to do so, provide and maintain at the expense of VOA such types of insurance in the name of VOA, and with such insurers, as City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to VOA under this Agreement, or may demand VOA to promptly reimburse City for such cost.

IX. INDEMNIFICATION

Except as otherwise provided in this Section, VOA hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to the Services or any negligent or intentional acts, errors, omissions, or conduct by VOA (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. VOA is obligated to defend and indemnify the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. VOA's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of VOA. VOA's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the VOA, its employees, subcontractors/subconsultants or agents and (b) the City, then the VOA's obligations under this Section shall apply only to the extent allowed by RCW 4.24.115. **Solely and expressly for the purpose of its duties to indemnify and defend the City, VOA specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. VOA recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.** As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, VOA employs or engages subconsultants or subcontractors, then VOA shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the VOA pursuant to this Section.

X. MISCELLANEOUS

A. Employment/Conflict of Interest

VOA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VOA, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VOA, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that VOA may or will be performing services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with VOA 's

ability to perform the Services. VOA agrees to resolve any such conflicts of interest in favor of the City.

B. Compliance with State and Federal Laws

VOA shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. VOA shall not do anything or suffer anything to be done in or about the Center which will in any way violate or conflict with any Governmental Requirements (as defined below). "Governmental Requirements" means any and all statutes, ordinances, codes, laws, rules, regulations, standards, orders and directives, now in force or which may hereafter be enacted or promulgated, of the United States of America, the State of Washington, any county, city, district, municipality or other governmental subdivision, court or agency or quasi-governmental agency with jurisdiction and any board, agency or authority associated with any such governmental entity, as now or later amended, promulgated or issued and all current or future final orders, judgments or decrees of any court with jurisdiction interpreting or enforcing any of the foregoing.

C. Compliance with the Washington State Public Records Act

VOA acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or VOA. VOA shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, VOA shall deliver to the City copies of all records relating to this Agreement or relating to the Services that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Services, the City shall seek to provide notice to VOA at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to VOA for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, VOA shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of VOA to comply with this subsection D.

D. Equal Employment Opportunity

VOA shall not discriminate against any employee, applicant for employment, prospective renter or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. VOA shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

E. No Joint Venture

This Agreement does not create a joint venture or partnership between the parties of any kind.

F. Compliance with Grant Terms and Conditions

Upon notice thereof from the City, VOA shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds the Services or the Center.

G. No Rights Created in Third Parties

This Agreement does not confer or create any rights in any third parties and is not intended to benefit any third parties.

H. Assignment - Transfer

VOA shall not sublet or assign any of the work covered by this Agreement without the express written consent of City, which may be withheld in the City's sole discretion.

I. City of Everett Business License

VOA agrees to obtain and/or maintain a City of Everett business license. VOA also agrees that its performance of this Agreement shall be conclusively deemed to have been performed in Everett and shall pay all applicable local, state, and federal taxes thereon.

J. State of Washington Requirements

VOA agrees to register, obtain, and maintain any State of Washington business licenses, Department of Revenue account and/or unified business identifier as required by RCW 50.04.140 and 51.08.195.

K. Waiver

Any waiver by VOA or City or the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

L. Complete Agreement

This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, agreement or negotiation touching on the subject matter hereto, whether oral or written, not set forth herein.

M. Severability

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

N. Notices

Notices to City shall be sent to the following address:

Bob Leonard
Parks and Facilities Director
City of Everett
802 E. Mukilteo Blvd
Everett, WA 98201

Notices to VOA shall be sent to the following address:

Steve Corsi, Chief Executive Officer
Volunteers of America
2802 Broadway
Everett, WA 98201

In the event VOA changes its address, it is the responsibility of VOA to immediately notify City in writing of such change.

O. Venue/Governing Law

Venue for any lawsuit arising out of this Agreement shall exclusively be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

P. Modification of Agreement

This Agreement may be modified by a writing explicitly identified as an amendment or modification of this Agreement that is signed by an authorized representative of VOA and the Mayor of the City.

Q. Audits and Inspections

At any time during normal business hours and as often as City may deem reasonably necessary, VOA shall make available to City, Washington State Auditor, or designee, all of its records with respect to all matters covered by this Agreement, and VOA shall permit City to audit, examine and make copies, excerpts or transcripts from such records, and to audit any or all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

R. Signature/Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. At the sole discretion of the City, the City may consent to the VOA's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such VOA signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement or amendment thereof by the Mayor of the City.

[signatures follow]

IN WITNESS WHEREOF, City and VOA have executed this Agreement as of the date first above written.

CITY OF EVERETT

VOLUNTEERS OF AMERICA



Cassie Franklin, Mayor

Steve Corsi, Chief Executive Officer

Dated: _____

Dated: July 9, 2021

ATTEST:

Sharon Fuller, City Clerk

Dated: _____

APPROVED AS TO FORM:

David Hall, City Attorney

Dated: _____

CARL GIPSON SENIOR CENTER

MANAGEMENT AGREEMENT

EXHIBIT A

PROGRAM LIST

Year 2021

Virtual and in person programming, if possible, will be vital during this time and at a minimum VOA will offer these services:

- interactive fitness related activities such as yoga, tai chi, stretching and light strength training
- social and peer support groups meetings
- “Meet and Greets” with VOA staff and other members
- content around isolation and support
- social service navigation, support, and resources
- referrals to senior programs with government entities

Year 2022 and beyond

VOA will operate similar programming to what has been offered previously at the Center. Examples of the activities include:

- Culinary – Cooking classes
- Games – Members’ bingo, bridge, pinocle, Wii sports, cribbage, mah jong
- Art – drawing, painting, wood carving, ceramics, tole painting
- Music – Recorder players, karaoke
- Dancing – Square dancing, Saturday group dances, clogging, tap, hula
- Fitness – Exercise equipment, stretching and toning, yoga, tai chi, Silver Sneakers, Zumba
- Technology – Smart phone and computer classes
- Health – Dietary support, foot care, dental hygienist, nurse services, social worker, mental health specialist, dementia support, Alzheimer groups. In the event that a hygienist, nurse or other licensed health care worker is used, VOA will verify that the health care worker is licensed and insured.
- Other – Social groups, creative writing, AARP driving classes, knitting, crocheting, Project Linus, puzzle table, movies and popcorn, hiking trips, Osher Lifelong Learning through UW, notary service, lending library, book clubs, AA meetings, advisory board, Pen Pals

After the City’s approval, VOA intends to expand programming to include other individuals outside of the senior community, though not at the expense of significantly reducing what the Center has historically offered. Individuals with developmental disabilities and traumatic

brain injuries have few avenues for fun socialization. After the City's approval, Center may be used to host engaging programming that could include arts and crafts, live music performances in partnership with the Snohomish County Music Project, movies, etc.

Numerous studies have shown the benefit of programming that blends seniors with younger generations. After the City's approval, the VOA may explore the possibility of programming for multi-generational populations in the afternoon, evenings, weekends, and school breaks.

CARL GIPSON SENIOR CENTER

MANAGEMENT AGREEMENT

EXHIBIT B

INVENTORY OF FURNITURE, EQUIPMENT, AND PUBLIC ART

The following items are property of the City and are to be utilized at the Center to support Center operations in support of seniors, teens and people with disabilities. As set forth in the Agreement, the VOA is responsible for the upkeep, care, and service of the inventory below. Should an item become damaged or unserviceable, VOA will contact the Parks Director or designee to receive instructions on how to proceed. Additionally, the public art mural in the lower lobby may not ever be repainted over. The VOA will do its best to ensure that the mural is not damaged during the course of the contract.

Carl Gipson Senior Center City owned item Inventory		
Room/Location	Item	#
Baker/Helens Room (Craft Room 3 & 4)	Table Tennis Tables (folding)	5
Baker/Helens Room Storage	Table Tennis Robot	1
Baker/Helens Room	Hotpoint Refrigerator	1
Baker/Helens Room	Bunn Coffee Maker	1
Baker/Helens Room	Whirlpool Flattop Range & Microwave	1
Baker/Helens Room	Card Tables	15
Billiard Room	Billiard Tables	4
Billiard Room	Air Hockey Table	1
Billiard Room and Lobby	High Back Stools	8
Cascade View Storage	5' Round Tables	24
Cascade View Storage	Card Tables	9

Kitchen	Convection Oven	1
Kitchen	Drop-In Griddle	1
Kitchen	High Speed Steamer	1
Kitchen	Hot Hold Oven - Crescor	1
Kitchen	Maxx Cold 23 cu ft Commercial Reach-in Refrigerator	1
Kitchen	Maxx Cold 23 cu ft reach in upright freezer	1
Kitchen	KitchenAid 6-Qt. Professional 600 Series - Cobalt Blue Mixer and Stand	1
Kitchen	Hobart Dishwasher	1
Lobby/common areas	Upholstered Chairs	121
Lobby/common areas	Round Wooden Tables	13
Lobby/common areas	Three-Seat Sofas	2
Lobby/common areas	Ottomans	4
Lobby/common areas	Reception Desks	2
Lobby/common areas	Tall Floor Lamps	3
Lobby/common areas	Short Floor Lamps	1
Lobby/common areas	Ornate Lamps	5
Lobby/common areas	Merlin Easy Reader	1
Lobby/common areas	Coffee Board Sign - attached to ceiling	1
Lobby/common areas	Bookshelves	2
Lobby/common areas	Vizio 55" Tv (Powerpoint Screen)	1
Lower Lobby	1Round Table and 4 Chairs	1
Lower Lobby	Rope Stansion	1
Lower Storage Area	Table Tennis Tables (Folding)	2
Lower Storage Area	Boxes of emergency supplies	8

Lower Storage Area	Metal Racks with linens	4
Lower Storage Area	Chair Massage	1
Main office/reception area	Large Workstation/Desk	1
Main office/reception area	Security Video System	1
Main office/reception area	Facilities Workstation	1
Main office/reception area	Fellows Shredder	1
Main office/reception area	4-Drawer Door Filing Cabinet	1
main office/reception area	Two Drawer Cabinets	2
Main office/reception area	Two Door Filing Cabinet	4
Main office/reception area	Small Circle Wall Clock	1
Main office/reception area	Grandfather Clocks	2
Mt Adams (Craft Room 2)	Kilns	2
Mt Adams (Craft Room 2)	6' X 30" Folding Tables	2
Mt Adams (Craft Room 2)	Green chairs	16
Mt Index (Computer Lab)	Desks	4
Mt Index (Computer Lab)	4 Office Chairs	4
Mt Index (Computer Lab)	White Board	1
Mt Index (Computer Lab)	Rolling Desks	2
Mt Index (Computer Lab)	Rolling AV Cart	1
Mt Index (Computer Lab)	Stacking Chairs	5
Mt Pilchuck - Sunroom	SciFit Rex Total Body Recumbent Elliptical	1
Mt Pilchuck - Sunroom	Precor Experience 883 Elliptical	2
Mt Pilchuck - Sunroom	Precor Experience 885 Recumbent Cycle	2
Mt Pilchuck - Sunroom	Precor Experience 885 Upright Cycle	2
Mt Pilchuck - Sunroom	SciFit If Pro2 Total Body Exerciser	1

Mt Pilchuck - Sunroom	Tag Fitness Bench	1
Mt Pilchuck - Sunroom	5 lb – 50lb Hexbell weight set and Tag brand rack	1 set
Mt Pilchuck - Sunroom	1lb – 10lb hand weights and rack	1
Mt Rainier (Craft Room 1)	Baldwin Piano	1
Mt Rainier (Craft Room 1)	Wooden Wood Workers Bench	1
Mt Rainier (Craft Room 1)	Green Stacking Chairs	29
Mt Rainier (Craft Room 1)	8' X 18" Folding Tables	10
Mt Rainier (Craft Room 1) & Cascade View	Victor Piano and Bench	2
Office 1	Small Two Drawer File Cabinet	1
Office 1	Drawer Lateral File Cabinet	2
Office 1	Bakers Shelving Rack	1
Office 1	Woodwork Table	1
Office 1	Cork Boards	2
Office 1	Desk	1
Office 2	Desk	1
Office 2	Credenza and Desk	1
Office 2	Glass Round Table with Chairs	1
Office 2	4 Drawer Lateral File Cabinet	1
Office 2	Safe	1
Office 2	Mounted Air Conditioner for Window	1
Office 2	Office Clock	1
Office 2	Desk chairs	2
Office 2	Short lamp	1

Program Coordinator's Office	Wireless Lapel Microphone	2
Program Coordinator's Office	Small L Desk	1
Program Coordinator's Office	4-Drawer Legal File Cabinet	1
Program Coordinator's Office	Two Cork Board	1
Program Coordinator's Office	Fan	1
Program Coordinator's Office	PA Speaker	1
Program Coordinator's Office	Helium Tank	1
staff break/supply room	Metal Shelving Racks	3
staff break/supply room	Wood Table	1
staff break/supply room	Chairs	4
staff break/supply room	Wooden Coffee Table/Rack-Rolling	1
staff break/supply room	Safe	1
staff break/supply room	Haler Refrigerator	1
staff break/supply room	Spacemaker microwave	1
supply room	Cork Board	1
supply room	Schedule Board	1
supply room	Key Box	1
supply room	Paper	1
Coffee Bar	Electric Coolers	2
Coffee Bar	Microwave	1
Coffee Bar	Bunn Coffeemaker	1
Coffee Bar	Pastry Displays	2
TV Room	LG 37" TV-- Flat Screen Television	1
Various Rooms	Projection Screens	4
Various Rooms	8' X 30" Rectangle Folding Tables	25
Various Rooms – installed in the ceilings	Infocus Projectors	4

Various Rooms – with majority of the chairs located in the Cascade View Storage	Brown Stacking Chairs	192
	Samsung 58" Plasma	2
	Nintendo Wii	1
	Tcl 55s405 55' 4k Ultra HD Smart LED TV	1

Public Art inventory

Art Title	Artist	Location	Medium	Type	Size	Year	Value
History of Industry & Transportation in Everett	Quilceda Carvers		wood	29 transportation scenes by different carvers	49" x 77 3/4"	2001	\$ 17,000.00
History of Industry & Transportation in Everett	Quilceda Carvers		wood	29 transportation scenes by different carvers	49" x 77 3/4"	2001	\$ 17,000.00
Grandpa and Me	Tom Askman	Outdoor Plaza	Bronze	grandpa w boy and dog		1994	\$100,000.00
Untitled	Robert & Jill Hill		stained glass	abstract	8' x 13'	1978	\$ 18,000.00