

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Arlington, a municipal corporation of the State of Washington (“City”), and the Stillaguamish Senior Center, a nonprofit corporation (“SSC”).

WHEREAS, the City is an optional municipal Code city vested with all powers permitted by RCW Title 35A; and

WHEREAS, the City’s powers include providing local social, cultural, recreational, educational, governmental and corporate services to its citizens; and

WHEREAS, SSC provides senior programs and services to residents of the City; and

WHEREAS, the City does not have the expertise, facilities or resources to adequately create these senior programs and services on a cost-effective basis; and

WHEREAS, the City, in entering into this agreement, intends to enable seniors living in the City of Arlington, particularly those with lower or reduced incomes, to participate in appropriate programs;

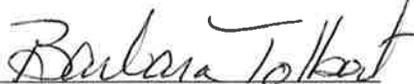
NOW, THEREFORE, it is agreed between the parties as follows:

1. Purpose/Scope of Work. The purpose of this agreement is to permit SSC to provide the following programs and services to residents of the City:
  - a. Nutrition services, including daily meals and food bank distributions;
  - b. Wellness programs, including, as available, diabetic support, foot clinic, blood pressure checks, hearing aid services, and senior peer support;
  - c. Social services, including, but not limited to, information and referral, community outreach, support groups and group counseling.The City’s payment for these services shall be subject to funding and budgetary constraints.
2. Term of Agreement. This agreement shall commence on January 1, 2013 and expire on December 31, 2014; provided, however, that it may be extended by mutual agreement of the parties by separate written amendment.
3. Consideration. As consideration for the services provided, the City will reimburse SSC the sum of \$10,000, payable \$2,500 quarterly. Any payments for future years if extended by the parties shall be subject to written agreement.
4. Relationship. The City and SSC intend that an independent contractual relationship be created by entering into this agreement. The SSC is not an employee of the City and neither SSC nor any of its employees, volunteers, or representatives shall be considered a City employee nor shall they be entitled to any of the benefits provided by the City to City employees, including, but not limited to, health insurance, sick or annual leave, or workman’s compensation. The SSC shall direct the work to be provided under the terms of this contract.

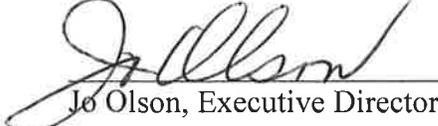
The SSC shall pay all necessary taxes and assessments levied against the SSC as a result of the payments to be made hereunder. The terms of this agreement shall not create any duties, obligations or liabilities to third parties, and the parties do not intend to create any third-party beneficiaries as a result of entering into this agreement.

5. Suspension or Termination. The City may, in the event SSC fails to comply with the terms and conditions of this agreement, terminate or suspend the contract or pursue such other remedies as may be legally available to the City.
6. Amendments. The City and SSC may, from time to time, change or modify the Scope of Work. Any such change or modification shall be in writing and signed by all parties hereto.
7. Assignability. The SSC shall not assign its rights and obligations under this agreement to any other party without the prior written consent of the City.
8. Reports and Information. The SSC shall, at such times and in such form as the City may require, furnish the City with reports, including an accounting of the expenditure of City funds, as may be requested pertaining to work performed under this agreement.
9. Compliance with Laws. SSC shall comply with all applicable laws, ordinances and codes of the state and City.
10. Liability and Indemnification. The SSC shall hold the City harmless and shall indemnify and defend all claims, demands, or suits at law or equity arising from the negligent or intentionally wrongful acts or omissions of the SSC or its employees, agents or volunteers in providing the services called for under this agreement. The SSC shall provide general liability insurance naming the City, its officers, agents and employees as additional insureds, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, in a form acceptable to the City.
11. Severability. If any portion of this agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portions of this agreement.
12. Entire Agreement. This agreement contains all of the agreements of the parties hereto and no other provision shall be binding on the parties hereto without the same being in writing and signed by all parties hereto.

CITY OF ARLINGTON

  
Barbara Tolbert, Mayor

STILLAGUAMISH SENIOR  
CENTER

  
Jo Olson, Executive Director

ATTEST:

  
\_\_\_\_\_  
Kristin Banfield, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Steve Peiffle, City Attorney