

**AGREEMENT BETWEEN
CITY OF SEQUIM
AND
BOYS & GIRLS CLUBS OF THE OLYMPIC PENINSULA
FOR THE YEAR 2007**

THIS AGREEMENT made and entered into this 30th day of January, 2007, by and between the City of Sequim, a Washington municipal corporation (hereinafter referred to as the City), and the Boys & Girls Clubs of the Olympic Peninsula, a Washington 501 (c) (3) non-profit organization (hereinafter referred to as BGCOP);

WHEREAS, the City is a code city organized pursuant to Chap 35A.12 RCW and is vested with those powers enumerated in RCW 35A.11.120; and

WHEREAS, the City's powers include the rendering of local social, cultural, recreational, educational, government and corporate services to its residents; and

WHEREAS, BGCOP provides youth and teen development programs and services to residents of the City of Sequim; and

WHEREAS, the BGCOP also works closely with other youth serving organizations for the express purpose of serving residents of the City of Sequim, many of whom are from poor or otherwise disadvantaged circumstances; and

WHEREAS, youth and teen development programs have been shown to have a positive effect for all residents of cities where they are operated and to reduce the risks of juvenile crime; and

WHEREAS, the City does not have the expertise, facilities or resources to adequately create these youth and teen recreational programs and services on a cost effective basis, and

WHEREAS, by entering into this agreement, the City will enable more youth living in the City of Sequim, especially those from poor or otherwise disadvantaged families, to participate in appropriate social programs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose.

- a. The purpose of this Agreement is to contract with BGCOP to provide the services of a full service teen center within the city limits and to increase the amount of hours for youth development and recreational programming for city youth in order to increase the public health, safety, and quality of life for the residents of the City of Sequim.
- b. The extent of the City's payment for services hereunder to BGCOP is intended to provide social, cultural, recreational and educational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.
- c. Neither this agreement nor any of the funds provided shall be considered to create any obligation on the part of the City to provide any continuing funding for this project nor its programs beyond the term of this agreement stated in Section 3.

SECTION 2. Scope of Work:

The BGCOP shall:

- a. Provide 880 additional "Teen Only" hours at their facility at 400 West Fir Street with programming in the organization's five core areas of: character & leadership, the arts, sports/fitness/recreation, health & life skills, education & career preparedness. In addition, BGCOP will provide recreational special events on school year weekends.
- b. Provide approximately 1,000 hours of "drop-in" youth development programming during after school and summer hours.
- c. Provide adequate and affordable after school solutions to assist the adult city work force in sustainable employability.
- d. Provide adequate infrastructure of programs and services for new density construction.
- e. Provide quarterly oral reports in detail reasonably satisfactory to the City Council on outcomes and activities related to the funding provided by the City. At the end of the contract term, BGCOP shall provide a report which includes results of a survey given to those participating in the program which outlines their perception of the program and services provided with funds from this contract.
- f. Report on data or specific initiatives of interest to the City.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on January 1, 2007 and expire on December 31, 2007.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the City will reimburse the BGCOP the sum of \$25,000 on a quarterly basis, which shall total \$100,000 during the contract period. Quarterly payments shall be made on March 31, June 30, September 30 and December 31, 2007 for services rendered.

SECTION 5. Relationship:

The City and BGCOP intend that an independent contractual relationship be created by this contract. The BGCOP is not considered to be an employee of the City for any purpose and neither the BGCOP nor any employee of the City shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. The BGCOP specifically represents and stipulates that the BGCOP is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the BGCOP is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the BGCOP fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendments, Modifications:

The City and BGCOP may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The BGCOP shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the City.

SECTION 9. Reports and Information:

The BGCOP, at such times as and in such form as the City may require, shall furnish the City such periodic reports, including an accounting for the expenditures of City funds, as it may request pertaining to the work of services undertaken pursuant to this contract, the

costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Compliance With Local Laws:

The BGCOP shall comply with all applicable laws, ordinances, and codes of the state and local government and the BGCOP shall hold and save the City harmless with respect to any damages rising from any tort done in performing any of the work embraced by this contract.

SECTION 11. Liability and Indemnification:

The BGCOP agrees to hold the City harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the BGCOP or the BGCOP's officials or agents in providing the services called for under this agreement.

The BGCOP will 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 \$3,000,000 in the aggregate, and an additional umbrella policy with additional liability limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate in a form acceptable to the city. Total liability limits (both general liability and umbrella insurance) shall be \$4,000,000 per occurrence and \$6,000,000 in the aggregate.

SECTION 12. 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 portion.

SECTION 13. General.


The City and BGCOP agree:

- a. The parties intend that an independent contractor relationship between the BGCOP and the City will be created by this agreement. No agent, employee or representative of the BGCOP shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the BGCOP are not entitled to any of the benefits the City provides for City employees. The BGCOP will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or otherwise during the performance of this agreement.
- b. The BGCOP is not an employee of the City and is not eligible for any employee benefits. The BGCOP is responsible for all taxes applicable to this agreement.

- c. The BGCOP is not an agent of the City and does not have authority to bind the City to any fiscal or contractual obligation, except as specifically set forth in this contract.
- d. This agreement contains all terms and conditions agreed to by the City and the BGCOP.

IN WITNESS WHEREOF, the City and the BGCOP have executed this contract agreement as of the date and year last written below:

CITY OF SEQUIM:



William B. Elliott
City Manager


2/12/07

Date

Attest:




Karen Kuznek-Reese, CMC, City Clerk

Approved as to Form:


Craig A. Ritchie, City Attorney

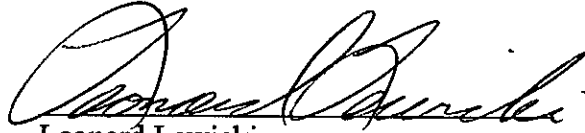
BOYS & GIRLS CLUBS OF THE
OLYMPIC PENINSULA:



Todd Bale
Executive Director

1-30-07

Date



Leonard Lewicki
BGCOP Board President

1/31/07

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MW
BOYSA-1

DATE (MM/DD/YYYY)
02/01/07

PRODUCER
Jim Carl Insurance
PO Box 2077
Sequim WA 98382
Phone: 360-683-3355

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Boys and Girls Club
PO Box 4167
Sequim WA 98382

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel American Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	8502CY2269346	06/15/06	06/15/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMPIOP AGG \$ 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1002CY294624-0	02/01/07	06/15/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4602CY294627-0	02/01/07	06/15/07	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

CITYSEQ

City of Sequim
152 W. Cedar Street
Sequim WA 98382

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jim Carl *[Signature]* Campbell