

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 24, 2013

AGENDA ITEM: Agreement between City of Marysville and Seattle Goodwill Industries for the Youth Aerospace Program.	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Agreement	
BUDGET CODE:	AMOUNT: \$0.00

SUMMARY:

Seattle Goodwill Industries is hosting an extension program providing services in Snohomish County to provide youth exposure to high demand and high growth careers in the Aerospace Industry. The program has five areas to support each youth in starting his or her career in the aerospace industry.

High School Success, College Readiness, Career Readiness, Environmental Stewardship and Life Skills. The program intends to serve 20 in-school youth from July8, 2013 through August 30, 2013 by utilizing and performing various City of Marysville Park Volunteer Activities.

The attached Agreement identifies the Scope of Work and provisions agreed upon by both Seattle goodwill and the City of Marysville in support of this opportunity for both the city and students within the program.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Agreement between the City of Marysville and Seattle Goodwill Industries for the Youth Aerospace Program to begin July8, 2013 through August 30, 2013

**Agreement between
City of Marysville
and
Seattle Goodwill Industries
Summer 2013**

This agreement made and entered into, effective July 1, 2013, by and between the CITY OF MARYSVILLE, State of Washington, a municipal corporation, hereinafter called "City" and SEATTLE GOODWILL INDUSTRIES, a Washington Nonprofit Corporation and Charity, hereinafter called "Goodwill".

WITNESSETH:

WHEREAS, the City desires to contract with Goodwill to provide volunteer opportunities in Marysville Parks;

WHEREAS, Goodwill is expanding its youth program to provide services in Snohomish County. Seattle Goodwill program will be sector-based and provide youth with exposure to high demand and high growth careers in the Aerospace Industry. The program has five main areas to support each youth in starting his or her career in the aerospace industry:

1. High School Success
2. College Readiness
3. Career Readiness
4. Environmental Stewardship
5. Life Skills

Goodwill's Youth Aerospace Program intends to serve approximately 20 in-school youth from July 8, 2013 through August 30, 2013 by utilizing and performing various City of Marysville Park volunteer activities.

NOW, THEREFORE, in consideration of the terms, mutual covenants, conditions, and performance of scope of work contained herein, the parties agree as follows:

1. DURATION

This agreement shall cover the period between July 1, 2013 and August 30, 2013.

2. CONSIDERATION

There shall be no transfer of funds associated with this Agreement. Goodwill and its students are allowed to participate in and utilize City park volunteer opportunities that benefit the Goodwill program and the City receives the benefit of the volunteer work performed by the program participants.

3. SCOPE OF WORK

The Parties contract and agree to perform functions and duties outlined in **Exhibit A**.

4. INDEPENDENT CONTRACTOR/VOLUNTEER/PERMISSION & WAIVER

A. This Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Goodwill or Goodwill program participants. The City of Marysville shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, including but not limited to the payment or withholding of social security or other tax that may arise as an incident of this contract. Neither Goodwill nor any person participating in the Good will program, employed by or working at the direction of the Goodwill is to be considered at any time an employee of the City.

B. Neither party to this Agreement is the agent of the other by contract or otherwise.

C. Volunteers of City of Marysville.
The City of Marysville will treat Goodwill program participants as City of Marysville Volunteers and report them as such on the City Labor and Industries Volunteer rosters and reporting.

D. Each Goodwill participant will be required to provide to the City of Marysville a signed Waiver and Release as set forth in **Exhibit B** prior to participation in any Marysville park or volunteer activities.

E. Prior to each day's activities Goodwill will provide a completed City of Marysville Parks and Recreation "Volunteer Roster" - **Exhibit C** - listing the participants for the day and attach a signed copy of the Marysville Waiver and Release (**Exhibit B**) for each daily participant.

5. PERFORMANCE.

The City reserves the right to inspect and review the work of the Goodwill participants to assure a quality performance.

6. REPRESENTATIONS.

Goodwill represents and warrants that its staff has the requisite training, skill and experience necessary to provide the services described herein, and is appropriately accredited and licensed by all applicable agencies and governmental entities.

7. CANCELLATIONS.

If Goodwill needs to cancel a class or project please call four hours prior to the start time. In the event the City / Parks Department needs to cancel a class or program, the City/ Parks Department

will contact Goodwill as soon as possible. It is the responsibility of Goodwill to contact all participants if the class or project is cancelled.

8. INDEMNIFICATION.

Goodwill agrees to indemnify, defend, and save the City harmless from and against any and all claims, demands, actions, debts, and liability for loss of or damage to property and for injury to or death of animals or persons arising out of or in connection with any negligent or otherwise tortuous acts or omissions of Goodwill, its agents, representatives, employees or program participants. Goodwill maintains any personal property on City premises at its own risk and releases the City to the full extent of the law from all claims resulting from Goodwill and its agents, representatives, employees or program participant's loss or damage to either person or property that may be occasioned by or through the acts or omissions of other persons occupying or using the premises/facilities. The City shall not be liable to Goodwill for loss of business. These indemnifications shall survive the termination of this Agreement.

9. INSURANCE.

A. Goodwill shall procure and maintain during performance of work the following insurance coverage's with the specified limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Such insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City of Marysville shall be an Additional Insured on a Primary Basis for the General Liability coverage without limitation. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Goodwill's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation. Coverage as required by the Industrial Insurance laws of the State of Washington.

B. Prior to commencement of any program participation or volunteer work under this Agreement Goodwill shall provide a certificate of insurance that provides a Additional Insured Endorsement to the City of Marysville. Failure of Goodwill to comply with the requirements regarding insurance shall be considered a material breach of this agreement and cause for termination of the Contract and of all obligations there under.

C. Approval of the insurance by the City shall not relieve or decrease the liability of Goodwill for any damages arising from Goodwill's performance of this agreement. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Goodwill's responsibility for payment of damages resulting from operations under this Contract. The coverage provided by the General Liability and any Automobile Liability maintained by Goodwill is primary to any insurance maintained by the City of Marysville. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one insured been named. Failure to comply with provisions contained herein shall not waive the responsibility of Goodwill to provide the required protection.

D. Notice of Cancellation. In the event that Goodwill receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, Goodwill shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

10. INTERPRETATION/LEGAL RELATIONS/LITIGATION.

A. Goodwill shall comply with all federal, state and local laws and ordinances applicable to program facilitated under this agreement.

B. This Agreement shall be governed by the Laws of the State of Washington. Venue for any action shall be in Snohomish County Superior Court. If litigation is commenced by either party to enforce provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements.

11. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

12. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

13. WAIVER

Any waiver by Goodwill or the City or the breach of any provision of this Contract 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 provisions.

14. TERMINATION/NOTICE

This Agreement may be terminated by either party without cause upon giving not less than 5 calendar days written notice by to the other party by hand delivery or by regular mail to the contact person identified herein:

NOTICES TO THE CITY SHALL BE SENT TO THE FOLLOWING ADDRESS:

CITY OF MARYSVILLE
Director of Parks and Recreation
1049 State Ave
MARYSVILLE, WA 98270

Contact person for program activities for the City of Marysville Parks & Recreation is:

Name: Mike Robinson
Address: 6915 Armar Road
City, ST, Zip: Marysville, WA 98270
Phone: 360-363-8400
Fax: 360-651-5089
Email: mrobinson@marysvillewa.gov

NOTICES TO GOODWILL SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: Rosanna Stephens
Address: 700 Dearborn Place South
City, ST, Zip: Seattle, WA 98144
Phone: 206-860-5755
Fax:
Email: rosanna.stephens@seattlegoodwill.org

15. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2013.

CITY OF MARYSVILLE

SEATTLE GOODWILL INDUSTRIES

By _____
Jon Nehring, Mayor

By _____
Ken Colling, President & CEO

Approved as to form:

By _____
Grant K. Weed, City Attorney

Exhibit A Scope of Work.

In addition to the other provisions of the Agreement:

Goodwill:

1. Goodwill is responsible for all transportation to and from City sites.
2. Goodwill is responsible for program participants (youth) at all times.
3. Goodwill will provide on-site at least two (2) Qualified Adult / Goodwill Staff (a Youth Program Coordinator and a Youth Program Assistant) to manage and supervise the program and no more than twenty (20) program participants (youth) at all times.
4. Goodwill will provide any and all clothing and tools, including protective gear, needed by the participants (youth) to participate in the service learning experience provided by City.
5. Prior to each day's activities Goodwill will provide a completed packet to the City Staff on-site - including the City of Marysville Parks and Recreation "Volunteer Roster" - **Exhibit C** - listing the participants for the day and an attach a signed copy of the Marysville Waiver and Release (**Exhibit B**) for each daily participant. Participants (youth) will not be allowed to participate without these documents.
6. Goodwill will accompany the participants (youth) at all times while at the work site and will be available to City staff to discuss and help address any issues related to the participants (youth). Goodwill will be responsible for all supervision and any and all disciplinary issues that arise among the participants (youth) at City sites. Goodwill will immediately respond to and remove if necessary, if requested by City staff, any participant (youth) who is involved in an emergency, dangerous or disciplinary issue.

City:

1. City is responsible for providing service learning/volunteer opportunities in Marysville Parks. The service learning/volunteer portion of the summer program will be from 9 a.m. – 12 p.m., Monday-Thursday – a total of 12 hours per week from July 8, 2013 to August 30, 2013. A STEM (Science, Technology, Engineering, Math) related project and/or a GIS (Geographic Information System) mapping project will be incorporated in the experience for participants (youth).
2. City will assist Goodwill staff in training the participants (youth) in the park-based environmental components necessary to complete the service learning/volunteer projects and assist with supervision of the project-related work, including trail work, tool safety, native plant species, evasive plant identification, restoration, monitoring, graffiti eradication and environmental stewardship skills.

3. City will discuss participant (youth) participation in the service learning/volunteer projects with the Goodwill staff on-site on a daily basis so that stipends can be calculated accordingly for satisfactory participation by participants (youth).

4. City will also provide Goodwill with data on the work the participants (youth) complete in the parks (short narrative, list of sites, trail feet, square feet cleared, etc.), as well as the specific job and environmental skills the participants (youth) have learned. The summary data will be provided in a short report within one month of the completion of the summer portion of the program.

5. The City will report any disciplinary or emergency situation or incident immediately to the on -site Qualified Adult / Goodwill Staff.

6. The City is authorized to take immediate and emergency action should a dangerous or emergency or disciplinary situation arise during the City service learning/volunteer projects and may direct the immediate removal of a program (youth) participant, Qualified Adult/Goodwill Staff, or all program participants.

The City retains and does not waive any of its lawful authority related to City parks and facilities.

Exhibit B
City of Marysville
and Seattle Goodwill Industries
Summer 2013

Parental/Legal Guardian Assumption of Risk, Waiver and Release

I (we) am/are the parent(s) or legal guardian of _____ (Child's Name) who desires to be a participant in the Seattle Goodwill Youth Aerospace Program activities located in the City of Marysville including volunteer service and work projects in the City parks between July 1, 2013 and August 30, 2013.

It is important to me (us) that this child be allowed to participate in this program. I (we) understand there are special dangers and risks inherent in this participation of this program, including but not limited to, the risk of serious physical injury, death or other harmful consequences which may arise directly or indirectly from the child's participation in the above-described program. Being fully informed as to these risks and in consideration of the City allowing my child to participate in this sponsored program and/or use of City's facilities I (we), on behalf of myself (ourselves) and on behalf of the above-named participant child, assume all risk of injury, damage and harm to the child which may arise from the child's participation in the activities associated with the day camp program or use of City's facilities. I (we) further agree, individually and on behalf of the above-named child, to release and hold harmless the City of Marysville, its officials, employees, volunteers and agents and agree to waive any right of recovery that I(we) may have to bring a claim or lawsuit for damages against them for any personal injury, death or other harmful consequences occurring to the above-named child or me arising out of the Child's voluntary participation in this program. I (we) grant my (our) full and voluntary consent for the above-named child to participate in the Seattle Goodwill program described above.

Parent(s) / Legal Guardian Printed Name(s)

Parent(s) / Legal Guardian Signature(s)

Date

Parent(s) / Legal Guardian Address

(____)_____
Phone

Child Participant Address

(____)_____
Phone

Exhibit C
City of Marysville Parks & Recreation “Volunteer Roster.”

