

AMENDED AGENDA

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
June 7, 2018 – 7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE PUBLIC

Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.

DISCUSSION ITEMS

Page 1 ITEM 1: PILOT PROGRAM FOR MANAGEMENT OF SENIOR SERVICES
AT THE ACTIVITY CENTER
Motion is to approve the contract with Wesley, to provide professional management services at the Senior Activity Center as a Pilot Program, and authorize the city manager to sign said contract substantially in the form as submitted.

ITEM 2: EMERGING ISSUES

- AVIATION ADVISORY COMMITTEE REPORT
- CITY PARKING TAX
- COMMERCIAL USE OF REDONDO BOAT LAUNCH

ITEM 3: CITY MANAGERS MONTHLY REPORT

ITEM 4: EXECUTIVE SESSION - Performance of a Public Employee under RCW 42.30.110(1)(g)-15 minutes

EXECUTIVE SESSION

NEXT MEETING DATE

June 14, 2018 City Council Regular Meeting

ADJOURNMENT

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Pilot Program for Management of
Senior Services at the Activity Center

FOR AGENDA OF: June 7, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 1, 2018

ATTACHMENTS:

1. Draft Professional Management Services
Contract – Wesley
2. Example Senior Services Contract between
the City of Sumner and Stafford

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal TG
- ☒ Finance CP
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: mm

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a contract with Wesley to provide professional management services at the City's Senior Activity Center, including oversight of the services and programs provided to seniors (Attachment 1). This is considered a Pilot Project, which if successful could be made permanent and expanded to include other interested organizations.

Suggested Motion

Motion: "I move to approve the contract with Wesley, to provide professional management services at the Senior Activity Center as a Pilot Project, and authorize the City Manager to sign said contract substantially in the form as submitted."

Background

Earlier this year, the City's Senior Services Manager, Sue Padden, announced that she would be retiring at the end of June. Sue has served as the Senior Services Manager for 22 years and has brought a wealth of knowledge, experience, drive, and passion to her position and to the seniors that she has served on a continuing basis. With Sue's upcoming retirement, the City is put in the difficult position of finding a suitable replacement, which in actuality is very difficult.

This time of transition allowed the City an opportunity to take a fresh look at the manner in which the City provides and manages services to seniors within our community. One possibility is to consider public-private-partnerships with organizations located and invested in the community that are experts in providing quality services for seniors, something that other Cities in our region have done successfully. For example, the City of Sumner contracts with Stafford to provide their senior services (see [Attachment 2](#)). The City of Tacoma also contracts with Franke Tobey Jones (another senior retirement community) to provide their senior services at the Tacoma Senior Center (at least one of them).

The City of Des Moines, Wesley Homes, Judson Park, and other community service organizations have each provided and coordinated services for seniors to the Des Moines and Normandy Park community for many years. Many of these services are similar. While providing services to seniors has been and will continue to be a priority within the community, our organizational efforts could possibly be more efficient and more beneficial to seniors if better coordinated and access to resources expanded.

Over the last several months, City Administration and representatives from Wesley have been discussing ways to partner together as part of a pilot project that would provide an opportunity to evaluate and consider the feasibility of such a public-private-partnership at the City's Senior Activity Center.

Wesley has been a community partner for decades. They are currently in the process of redeveloping their campus with a \$175 million dollar investment in our community, and when completed it will be their flagship facility within the region. Wesley has contributed to and participated in several City capital improvement projects, and they have donated property to the City on several occasions, including the property that City Hall is located. Wesley also has a long standing history of providing top quality services and programs for seniors, many of which are similar to what the City is providing at our Senior Center.

Discussion

No changes to the programs or services that are provided at the City's Senior Activity Center are proposed with this pilot project contract with Wesley, however opportunities for enhanced services may be identified.

The contract (Attachment 1) provides for management and oversight of the City's Senior Center. Wesley will provide a staff member to manage the senior center and the City will continue to provide all of the other resources. City Administration and Wesley will coordinate on the management of the City's resources at the center.

The overall goal of this pilot project is to strengthen the current partnership approach to providing senior services for the community in a more integrated and efficient way; that provides a better overall level of service, quality of life, and experience for seniors; insures stable continuity of service and minimizes potential impacts to seniors during this transitional timeframe; and which allows seniors to age in our community with dignity and respect.

Alternatives

Council could choose not to approve the contract. Under this scenario, City Administration would immediately begin recruiting candidates to fill the position. It is highly unlikely that a replacement would be hired before the end of June.

Financial Impact

The contract with Wesley is anticipated to break even with the City's current expenditures for the Senior Services Manager.

Recommendation

Administration recommends that the City Council approve the Contract with Wesley.

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Management Services Contract (Pilot Program)
Senior Services and Activity Center

**CONTRACT FOR PILOT PROJECT PROVIDING
PROFESSIONAL MANAGEMENT SERVICES**

**Between
THE CITY OF DES MOINES
and
WESLEY**

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation (“the City”) and WESLEY, a 501(c)(3) not-for-profit organization (“Wesley” or “Contractor”).

WHEREAS, the City currently provides and coordinates quality Senior Services with an emphasis on creating a sense of community for older adults and their families; and

WHEREAS, the Des Moines Senior Activity Center, located at 2045 South 216th Street is owned and operated by the City, and provides programs that enhance the experience of being an older adult and are focused on meeting the goals of successful aging; and

WHEREAS, such programs and services include coordinated meal services, scheduled outings, and on site activities at the Senior Center including positive and useful medical classes and clinics which have benefitted seniors in attendance; and

WHEREAS, Wesley, is an organization, located in Des Moines, that has provided retirement communities and a network of services offering a continuum of care in the community for many years; and

WHEREAS, Wesley’s vision is to build a network of services providing a continuum of care for older adults; and

WHEREAS, other governmental and community service organizations and foundations also provide senior nutritional, fitness, health care, personal growth, emotional support to seniors in the Des Moines and Normandy Park communities; and

WHEREAS, coordination of efforts among these organizations may positively impact the quality and availability of Senior Services in Des Moines and Normandy Park; and

WHEREAS, the City and Wesley have agreed that the City will engage Wesley in a Pilot Project to oversee and manage the day to day operations at the Senior Center; and

WHEREAS, this agreement between the City of Des Moines and Wesley is made in furtherance of these mutual goals to benefit the Senior Community;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

Management Services Contract (Pilot Program)
Senior Services and Activity Center

1. Senior Center Services.

- a. The City does hereby engage Wesley and Wesley does hereby accept the engagement by the City to oversee and manage the day to day operations at the Senior Center.
- b. Wesley shall provide professional programming, oversight, supervision, and management of the Des Moines Senior Activity Center and its associated programs located at 2045 South 216th Street, and in connection therewith Wesley shall provide the services generally described in Exhibit A hereto (the "Senior Center Services").
- c. In performing said work, Wesley shall provide a staff person to manage the day-to-day operations at the Senior Activity Center, and to work in coordination with the City to manage other City staff assigned to the Senior Activity Center (currently 1.5 FTE's), as well as volunteers and organizations associated with the Senior Activity Center.
- d. The staff member provided by Wesley will be called the Senior Services Manager, and shall meet the expectations of the job description that is provided as Exhibit B.
- e. Wesley shall provide a recommendation to the City of the staff person that they intend to appoint to the position of Senior Services Manager. The City shall have right to review the qualifications of the candidate and approve or deny the recommended candidate. The candidate will also be subject to a City of Des Moines background check.
- f. The Senior Center shall be open to the public Monday through Friday from 8:00 a.m. to 4:30 p.m. excluding those state and/or federal holidays on which the offices of the City of Des Moines are closed for business.
- g. The parties recognize that evening and weekend activities may be scheduled outside of these normal operating hours, however, these evening and weekend activities shall be an addition to the normal operating hours listed above and not be treated as an off-set or substitute.
- h. All data, documents, and files created by Contractor under this Agreement may be stored at City facilities or at Wesley, until this contract expires or is terminated, at which time they will be turned over to the City. Wesley shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

2. Employee Supervision and Independent Contractor.

- a. The Parties intend that the Services provided by Wesley under this Contract are provided as an independent contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither Wesley and/or any Wesley employees shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for

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withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

- b. Accordingly that Wesley has the sole ability and responsibility to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. Wesley shall be solely responsible for the payment of salaries and/or benefits of its employees engaged in the provision of the Senior Center Services and in complying with all laws, rules, and regulations governing such payments.
- c. Wesley shall require and ensure all employees associated with the Services to be performed under the terms of this Agreement pass all required background checks, including but not limited, to background checks under the Child and Adult Abuse Information Act. In addition, all employees driving a vehicle on Senior Center business must at all times possess a valid driver license and have an acceptable Abstract of Driving Record (ADR).
- d. Wesley's employees will agree to follow the City's Personnel Manual.

3. City Rights and Responsibilities.

- a. The City shall provide all materials, tools, software, equipment, utilities, and all other things necessary or required at the Senior Activity Center for the satisfactory performance of the work, and the City shall provide Wesley with access to the City's Senior Activity Center.
- b. The Senior Center shall be used by Wesley solely for the provision of the Senior Center Services. The City reserves the right to use the Senior Center for other activities and by other entities so long as those activities do not interfere with the day to day operation of the Senior Center and the provision of the Senior Center Services in accordance with the terms of this Agreement.
- c. The City further agrees to maintain, repair, and, if and as deemed necessary in the sole discretion of the City, replace, the real property, including the landscaping and parking lot, furniture, fixtures, equipment, including a copier and computer, kitchen equipment and cookware comprising the Senior Center, subject to the City's right to seek indemnity with respect to the cost thereof, if applicable, pursuant to Section 10 below.
- d. The City shall continue to pay all utilities related to the ownership and/or operation of the Senior Center.

4. Compensation. In consideration for the complete and faithful performance of the Contract, Wesley shall be paid as follows:

- a. Wesley will invoice the City not later than the 5th of the following month.

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- b. The monthly invoice shall be the total cost of compensation of the Contractor provided Senior Services Manager, including the direct, indirect, and Wesley administrative overhead costs.
- c. The City shall pay Wesley for all actual costs associated with providing the Senior Services Manager, including direct and indirect expenses, and overhead, not to exceed \$7,500 per month during the Term (as defined below) (the "Services Fee"). Beginning in the second year and for each subsequent year that this Agreement is in effect, the compensation payments shall increase annually at a rate of 95% of the annual All Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma area for June over June. The Services Fee shall be due and payable on the 20th day of each month and if not paid when due shall be subject to a late fee of 1% per month (the "Overdue Rate") from the date due to the date paid in full.
- d. The Services Fee shall be prorated in the event the Term commences other than on the first day of a month or terminates other than on the last day of a month.
- e. In consideration for the payment of the Services Fee, other than those costs and expenses for which the City has specifically agreed to remain responsible pursuant to Sections 3 and 10 hereof, Wesley shall be responsible for all of the costs and expenses related to the provision of the Senior Center Services including, but not limited to, all employee wages and benefits and related taxes.

5. Term.

- a. Unless earlier terminated as provided herein or unless extended as provided herein the initial term of this Agreement (the "Initial Term") shall for two (2) years from the Commencement Date (as hereinafter defined). For purposes hereof, the Commencement Date shall mean June 16, 2018.
- b. Upon mutual written agreement of the parties, the Initial Term of this Agreement can be extended for an additional two year (the "Renewal Term" and together with the Initial Term, the "Term").
- c. Notwithstanding the foregoing, the Term of this Agreement may be earlier terminated, in whole or in part, at any time, by either party without cause upon ninety (90) days written notice of termination to the non-terminating party which notice shall set forth the termination date.
- d. Further, this Agreement may be terminated by either party (the "non-defaulting party") on written notice to the other (the "defaulting party") in the event of a breach by the defaulting party of its obligations under this Agreement, which is not cured within ten (10) days in the case of a monetary breach or thirty (30) days in the case of a non-monetary breach after written notice from the non-defaulting party setting forth in reasonable detail the nature of such breach; provided, however, in the case of a non-monetary breach which cannot reasonably be cured within thirty (30) days, the defaulting party shall have an additional period of thirty (30) days in which to complete

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the cure provided it commences the cure within the initial thirty (30) day cure period and diligently prosecutes the same to completion.

6. Performance Standards.

The Services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. Record Keeping.

All records or papers of any sort relating to the City and the project will always be the property of the City and shall be surrendered to the City upon demand. All information concerning the parties, which is not otherwise a matter of public record or required by law to be made public, is confidential, and neither party will disclose that information without the express written consent of the other party. Wesley acknowledges that the City, as a public agency, is subject to the Public Records Act in Chapter 42.56 RCW.

8. Assignment.

Wesley shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Wesley subcontract any part of the consulting Services to be performed hereunder, without first obtaining the consent of the City. The City has the full discretion to determine whether to consent to assignment.

9. Modification.

No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. Indemnification.

Wesley shall defend, indemnify and hold the City, officials, employees and volunteers harmless from all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, alleged negligent acts, errors or omissions of Wesley in the performance of this Agreement.

The City shall defend, indemnify and hold Wesley, officials, employees and volunteers harmless from all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, alleged negligent acts, errors or omissions of the City in the performance of this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes both parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

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11. Liability Insurance.

Wesley shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Wesley, their agents, representatives, employees or subcontractors.

Wesley's maintenance of insurance as required by the Contract shall not be construed to limit the liability of Wesley to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Wesley shall obtain insurance of the types described below:

1. Automobile Liability insurance covering 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 coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under Wesley's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO endorsement form CG 20 26, or coverage at least as broad.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Wesley shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Wesley's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Wesley's insurance and shall not contribute with it.
2. Wesley shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

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- D. Verification of Coverage** Wesley shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of this Agreement. Upon request by the City, Wesley shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract.

12. Dispute Resolution Procedures.

- a) ***Mediation/Arbitration.*** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- b) ***Venue, Applicable Law and Personal Jurisdiction.*** All questions related to this Contract shall be resolved under the laws of the State of Washington. If either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The Parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation procedures required by the previous paragraph.

13. Severability.

If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated because of such decision.

14. Waiver.

The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

15. Captions.

The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

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16. Time of Essence.

Time is of the essence for each and all the terms, covenants, and conditions of this Contract.

17. Concurrent Originals.

This Contract may be signed in counterpart originals.

18. Ratification and Confirmation.

Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

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IN WITNESS THEREOF, four (4) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the Parties herein named, on the day and year first above written.

CITY OF DES MOINES

CONTRACTOR

By _____
Its City Manager

Wesley, Title _____

Dated _____

Dated _____

APPROVED AS TO FORM:

City Attorney

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Senior Services and Activity Center

EXHIBIT A

WESLEY PROVIDED SERVICES AND RESPONSIBILITIES

- Coordinate with the City to develop the goals of the Senior Center which shall include maximizing the benefits and resources offered by the Senior Center.
- Develop a schedule of programs and activities to be offered at the Senior Center which are designed to achieve the goals of the Senior Center; provided, however, in no event shall the programs and activities offered at the Senior Center during the Term of this Agreement be less than what is being offered by the City as of the Execution Date.
- Hire and provide a Senior Services Manager to oversee and manage the day to day operations of the Senior Center, including City staff (currently 1.5 FTE's), as well as volunteers and organizations associated with the Senior Activity Center.
- Review and make recommendations to the City concerning policies and procedures necessary for the effective operation of the Senior Center.
- Monitor customer satisfaction and take such steps as may be deemed necessary and appropriate by Wesley to maintain and/or improve, as applicable, customer satisfaction and provide a report at least quarterly or as requested by the City.
- Coordinate the services offered at the Senior Center with City-contracted vendors, including coordination of meal services, currently provided by Catholic Community Services.
- Coordinate with other City Departments and Department Directors as necessary.
- Identify and promptly notify the City of any maintenance requirements and/or needed capital improvements to the Senior Center.
- The Senior Services manager shall meet regularly with City Administration to report on the operations of the Senior Center.
- Provide periodic reporting to the City on the results of operations at the Senior Center.

EXHIBIT B

SENIOR SERVICES MANAGER Job Description

Nature of Work

This position is responsible for administrative, supervisory, and professional work in the planning, development, and operation of a comprehensive senior services program managing recreation and continuing education activities, health and nutrition programs, facilities, personnel, volunteers and special events. Work is coordinated with other senior and human services providers in the community. Work is performed under the general direction of assigned supervisor. Work is completed independently with considerable autonomy. The incumbent is responsible for supervision, scheduling and evaluation of regular full-time, part-time and extra-hire staff and volunteers.

Essential Functions

- Plans, manages, implements and evaluates a comprehensive senior citizen program including recreation, social, health, nutrition, and human services programs.
- Assures the development of new programs, services and activities as appropriate.
- Assures adequate equipment and supplies; analyzes productive output to identify improvement needs and forecast requirements of personnel, programs, services, activities, supplies and equipment.
- Inspects and evaluates recreation programs and facilities; formulates recommendations for appropriate additions, replacements, and repairs; investigates complaints/feedback regarding recreational programs, services, activities, personnel, and facilities.
- May provide staff support to Senior Services Advisory Committee and Human Services Advisory Committee.
- Plans, prepares, develops, monitors and manages an annual budget for senior services functions. Approves purchases of supplies and operating inventory within established limits. Analyzes and controls expenditures to assure conformance with budget and established fiscal policies; obtain sources of funding and grants as appropriate.
- Establishes work performance standards, goals and objectives; reviews and resolves conflicts; monitors, reviews and approves time sheets.
- Coordinates services offered at the senior center that are funded, but not staffed, by other agencies.
- Communicates with City administrators, personnel, outside organizations, groups, and schools to coordinate, promote, publicize, and evaluate recreation programs, services, and activities.
- Assures the timely and accurate preparation of records, files, and comprehensive reports related to the programs, services, activities, operations, and budget of senior services.
- Researches and applies for outside funding for services and equipment including grant writing, fund raising, and securing donations; administer grant-funded projects and services. Develops partnerships and sponsorships for programs and facility improvements.

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- Attends or chairs various professional, staff, and committee meetings and conferences; prepare and deliver speeches to park, civic and community groups as appropriate.
- Serves as technical advisor to community and city staff.
- Assists in short- and long-range planning for a comprehensive senior services program. Coordinates facilities and programs with other public agencies and organizations.
- Manages division computer system, training, and planning.
- Assures employees and volunteers are trained in safety procedures and ensures that all safety rules, regulations, and procedures are followed. Provides for risk management practices.
- Proposes long range capital improvement and development of senior programs facilities, equipment, and programs.
- Establishes and implements policies, procedures, and standards consistent with city policies and ordinances.
- Maintains communications and effective working relationships with co-workers, supervisors, other city employees, other government agencies, elected and appointed officials, community groups, and the general public. Makes presentations to council and community groups.
- Coordinates and monitors service provider and interlocal contracts; insurance agreements for facilities; human services contracts; concessions and program related contracts.
- May perform administrative and record-keeping functions as needed.
- Makes recommendations for hiring, trains, supervises, and evaluates work performance of assigned staff and volunteers; establishes work priorities and performance standards for staff; monitors performance and provides effective feedback; works with staff to correct any deficiencies; implements any necessary disciplinary action after appropriate consultation with the City's Human Resources Director.
- May serves as technical advisor to Seattle Southside RTA Sports Tourism Committee.
- Establishes and maintains cooperative, effective working relationships with co-workers, City employees, and the general public using principles of good customer service.
- Reports for scheduled work with regular, reliable and punctual attendance.
- Performs other duties as assigned, including but not limited to being assigned to work in other functional areas to cover absences or relief, equalize peak work periods, or balance the workload.

Necessary Knowledge, Skills, and Abilities

Knowledge of:

- Current principles and practices related to the administration of a comprehensive senior citizen program.
- Planning techniques and procedures for parks and recreation systems.
- Fund development and grant writing.
- Principles of customer service, conflict resolution, public relations and marketing.
- Effective personnel management techniques, and all applicable city policies and procedures.
- Budget planning, accounting, grant funding development and control techniques.
- Recordkeeping techniques and research methods.
- Sound purchasing and inventory control practices.

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- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases; social media.
- All phases of senior recreation and human services programming and volunteer coordination.
- Scheduling techniques and procedures for recreation facilities.
- Standard first aid, CPR, and bloodborne pathogen procedures.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Develop and implement senior center programs and events.
- Organize and express ideas effectively through the use of oral and written communications.
- Effectively use interpersonal skills in a tactful, patient, and courteous manner.
- Apply principles and practices of management, administration, supervision, and training.
- Develop, monitor, and manage the division budget.
- Analyze community recreational needs and recommend appropriate programs, services and activities.
- Estimate and project costs and expenditures.
- Develop program funding and obtain and administer grants.
- Develop and implement goals and objectives of the assigned division.
- Organize work to meet schedules and timelines.
- Write reports, business correspondence, and procedure manuals.
- Effectively present information and respond to questions from City Council, top management, clients, customers, the general public, and/or public groups.
- Respond to common inquiries and/or complaints/feedbacks from customers, regulatory agencies, or members of the business community.
- Demonstrate positive and effective interaction and communication with individuals of diverse occupational and social-economic backgrounds.
- Work effectively on several projects concurrently.
- Develop and implement comprehensive procedures for the effective management of senior citizen programs.
- Interpret and explain policies and procedures established by administration or City Council.
- Supervise the work of staff including coordinating, assigning, monitoring, and evaluating work; hiring, training, counseling, and disciplining staff (after consultation with City Human Resources Director).
- Establish and maintain effective working relationships with staff, other City employees/departments, City officials, community groups, and the public.
- Make timely decisions considering relevant factors and evaluating alternatives, exercising discretion and sound independent judgment.
- Create and meet schedules, time lines and work independently with little direction.
- Communicate clearly and concisely, both orally and in writing.
- Work effectively in a dynamic environment that is constantly changing, resulting in continually re-evaluating and shifting priorities.

Management Services Contract (Pilot Program) Senior Services and Activity Center

- Ability to work both independently and within a collaborative team-oriented environment; contribute openly, respectfully disagree, understand the ideas of others, listen well and work for consensus.

Education and Experience Requirements

- Bachelor's degree from an accredited college or university with major course work in gerontology, recreation administration or related field; and
- Three years of increasingly responsible senior center programming experience, including at least one year in a supervisory capacity.

Special Requirements

- Must obtain a valid First Aid/CPR card within three months of employment, and maintain throughout employment.
- Must obtain and maintain a current King County Health Department Food Workers Permit.
- Possession of and the ability to maintain throughout employment a valid Washington State Driver's License with an acceptable Abstract of Driving Record (ADR).
- Successful completion of a pre-employment background (including references) and criminal history check.
- Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products.

Working Conditions and Physical Abilities

- Environment: Work is performed at indoor and outdoor recreational facilities; travel to different locations; may be exposed to inclement weather conditions; work and/or walk on various types of surfaces, including slippery or uneven surfaces; may be required to work extended hours including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.
- Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Equal Opportunity Employer

- The City of Des Moines is committed to hiring a diverse workforce and all qualified applicants, including all ethnic backgrounds and persons with disabilities, are encouraged to apply. The City is an Equal Opportunity Employer and does not unlawfully discriminate on the basis of race, sex, age, color, religion, national origin, marital status, sexual orientation, veteran status, disability status, or any other basis prohibited by federal, state, or local law.
- In accordance with the Americans with Disabilities Act, an employer is obligated to make a reasonable accommodation only to the known limitations of an otherwise qualified individual with a disability. In general, it is the responsibility of the applicant or employee with a disability to inform the employer that an accommodation is needed to participate in

Management Services Contract (Pilot Program)
Senior Services and Activity Center

the application process, to perform essential job functions or to receive equal benefits and privileges of employment.

General Information

- The statements contained herein reflect general details as necessary to describe the principal functions for this job classification, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.
- The physical abilities described above are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The provisions of this job description do not constitute an expressed or implied contract. Any provision contained herein may be modified and/or revoked without notice.
- Updated 2018.

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**AGREEMENT BETWEEN THE CITY OF SUMNER AND
STAFFORD SUITES, LLC FOR SENIOR CENTER
SERVICES**

This Agreement is made and entered into on this 14 day of November, 2014 (the "Execution Date"), by and between the City of Sumner (hereinafter the "City") and Stafford Suites, LLC, a Washington limited liability company (hereinafter "Stafford") with a principal place of business located at 15519 62nd Street Court East, Sumner, WA 98390.

WHEREAS, the City of Sumner and Stafford Suites have collaboratively provided services to seniors residing in Sumner and other nearby cities at a senior center located at 15506 62nd Street Court East, Sumner, WA 98390 (the "Senior Center") through a beneficial contractual arrangement for the past two(2) years; and

WHEREAS, such services included coordinated meal services, scheduled outings, and on site activities at the Senior Center; and

WHEREAS, many positive events and useful medical classes and clinics have been coordinated by Stafford Suites that have benefited the seniors in attendance; and

WHEREAS, Stafford desires to continue to provide senior related services and the City desires Stafford to continue to provide senior related services to Sumner residents; and

WHEREAS, the City and Stafford have agreed that the City will engage Stafford to oversee the day to day operations at the Senior Center; and

WHEREAS, the services previously provided by the City at the Senior Center, and which are now proposed to be overseen by Stafford, assist and benefit those identified under state law as the poor and the infirm; and

WHEREAS, the parties now desire to enter into an agreement outlining the terms and conditions on which Stafford will oversee the day to day operations at the Senior Center.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Senior Center Services.

(a) The City does hereby engage Stafford and Stafford does hereby accept the engagement by the City to oversee the day to day operations at the Senior Center and in connection therewith Stafford shall provide the services described on Exhibit A hereto (the "Senior Center Services").

(b) The Senior Center shall be open to the public Monday through Friday from 8:00 a.m. to 4:30 p.m. excluding those state and/or federal holidays on which the offices of the City of Sumner are closed for business.

(c) The parties recognize that evening and weekend activities may be scheduled outside of these normal operating hours, however, these evening and weekend activities shall be an addition to the normal operating hours listed above and not be treated as an off-set or substitute.

2. **Employee Supervision and Independent Contractor.**

(a) The Parties intend that Stafford shall be an independent contractor in providing the Senior Center Services and accordingly that Stafford has the sole ability and responsibility to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. Stafford shall be solely responsible for the payment of salaries and/or benefits of its employees engaged in the provision of the Senior Center Services and in complying with all laws, rules, and regulations governing such payments.

(b) Stafford shall require and ensure all employees associated with the services to be performed under the terms of this Agreement pass all required background checks, including but not limited, to background checks under the Child and Adult Abuse Information Act.

(c) Stafford agrees that in the event any off site activities are included in the Senior Center Services, Stafford shall, at its sole cost and expense, use a Stafford bus/van to transport the participants engaged in that activity. In furtherance of the foregoing, Stafford shall, at its sole cost and expense, maintain the bus/van in good condition and repair, ordinary and wear and tear excepted.

(d) Stafford's employees will agree to follow the City's Computer Use Policy.

3. **City Rights and Responsibilities.**

(a) The Senior Center shall be used by Stafford solely for the provision of the Senior Center Services. The City reserves the right to use the Senior Center for other activities and by other entities so long as those activities do not interfere with the day to day operation of the Senior Center and the provision of the Senior Center Services in accordance with the terms of this Agreement.

(b) The City further agrees to maintain, repair, and, if and as deemed necessary in the sole discretion of the City, replace, the real property, including the landscaping and parking lot, furniture, fixtures, equipment, including a copier and computer, kitchen equipment and cookware comprising the Senior Center, subject to the City's right to seek indemnity with respect to the cost thereof, if applicable, pursuant to Section 7 below.

(c) The City shall maintain in full force and effect, and shall fulfill as and when due all of its obligations under, the contract with Catholic Community Services for the provision of meal services at the Senior Center.

(d) The City shall continue to pay all utilities related to the ownership and/or operation of the Senior Center.

4. **Compensation.**

(a) In consideration for the provision of the City Center Services, the City shall pay Stafford Fourteen Thousand Three Hundred Fifty and no/100 dollars (\$14,350~~000~~) per month during the Term (as defined below) (the "Services Fee"). Beginning in the second year and for each subsequent year that this Agreement is in effect, the compensation payments shall increase annually at a rate of 95% of the annual All Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma area for June over June. The Services Fee shall be due and payable on the 10th day of each month and if not paid when due shall be subject to a late fee of 1% per month (the "Overdue Rate") from the date due to the date paid in full.

(b) The Services Fee shall be prorated in the event the Term commences other than on the first day of a month or terminates other than on the last day of a month.

(c) In consideration for the payment of the Services Fee, other than those costs and expenses for which the City has specifically agreed to remain responsible pursuant to Sections 3 and 7 hereof, Stafford shall be responsible for all of the costs and expenses related to the provision of the Senior Center Services including, but not limited to, all employee wages and benefits and related taxes and the cost of all office supplies.

5. **Term.**

(a) Unless earlier terminated as provided herein or unless extended as provided herein the initial term of this Agreement (the "Initial Term") shall for two (2) years from the Commencement Date (as hereinafter defined). For purposes hereof, the Commencement Date shall mean November 1, 2014.

(b) Upon mutual written agreement of the parties, the Initial Term of this Agreement can be extended for an additional two year (the "Renewal Term" and together with the Initial Term, the "Term").

(c) Notwithstanding the foregoing, the Term of this Agreement may be earlier terminate by either party without cause upon sixty (60) days written notice of termination to the non-terminating party which notice shall set forth the termination date.

(d) Further, this Agreement may be terminated by either party (the "non-defaulting party") on written notice to the other (the "defaulting party") in the event of a breach by the defaulting party of its obligations under this Agreement, which is not cured within ten (10) days in the case of a monetary breach or thirty (30) days in the case of a non-monetary breach after written notice from the non-defaulting party setting forth in reasonable detail the nature of such breach; provided, however, in the case of a non-monetary breach which cannot reasonably be cured within thirty (30) days, the defaulting party shall have an additional period of thirty (30) days in which to complete the cure provided it commences the cure within the initial thirty (30) day cure period and diligently prosecutes the same to completion.

6. **Insurance Requirements.** Stafford shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Stafford, their agents, representatives, employees or subcontractors.

No Limitation. Stafford's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Stafford to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Stafford shall obtain insurance of the types (and coverage amounts) described below:

1. Automobile Liability insurance covering 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 on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, products completed operations, stop gap liability, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Stafford's Commercial General Liability insurance policy with respect to the work performed for the City.
3. A General Liability insurance policy with a claims made form, with equivalent coverage, shall be accepted if its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by Stafford for 36 months following the termination of this Agreement, and Stafford shall annually provide the City with proof of renewal. In the event the claims made coverage is not renewed, then Stafford shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed. In the event that the claims made coverage is not renewed and, as a result, it becomes necessary for Stafford to purchase the tail pursuant to this Section, then Stafford and the City shall negotiate in good faith with respect to the allocation of responsibility for the payment of the cost thereof.
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Stafford shall maintain the following insurance limits related to the following types of insurance:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

- C. **Other Insurance Provision.** Stafford's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Stafford's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Stafford shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Stafford before commencement of the work.
- F. **Subcontractors.** Stafford shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices if approved by the City pursuant to Section 10.
- G. **Notice of Cancellation.** Stafford shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Stafford to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to Stafford to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Stafford from the City.
- I. **Property Insurance**
 - 1. The City shall purchase and maintain property insurance on the Senior Center building and City owned contents. Stafford shall be responsible for and purchase and maintain property insurance covering the full value of Stafford's property and improvements with no coinsurance provisions. Each party will be responsible for any deductibles under the property insurance so maintained by it and each party will provide to the other evidence of their respective required insurance coverage.
 - 2. Stafford and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7. **Indemnification.**

- (a) The City shall protect, defend, indemnify, and save harmless Stafford, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs including reasonable attorney fees, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either the negligent acts or omissions of the City, its officers, employers and/or agents pursuant to this Agreement.

For this purpose, the City, by mutual negotiation with Stafford, hereby waives, as respects Stafford only, any immunity that would otherwise be available against such claims under the Industrial Insurance Provisions of Title 51 RCW. In the event Stafford incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City. The City's obligations under this Section 7(a) may be satisfied by any defense or coverage afforded under the terms of any insurance maintained by the City whether pursuant to the terms of this Agreement or otherwise.

(b) Stafford shall protect, defend, indemnify, and save harmless the City, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs including reasonable attorney fees, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Stafford, its officers, employers and/or agents pursuant to this Agreement. Stafford agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Stafford, by mutual negotiation with the City, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance Provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Stafford. Stafford's obligations under this Section 7(b) may be satisfied by any defense or coverage afforded under the terms of any insurance maintained by Stafford whether pursuant to the terms of this Agreement or otherwise.

(c) The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

9. **Compliance with Laws.** In connection with the provision of the Senior Center Services, Stafford agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable thereto.

10. **Assignment.** Any assignment of this Agreement by either party, which for purposes hereof shall include the use of any subcontractors by Stafford to perform the obligations imposed on it under this Agreement, without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

11. **Resolution of Disputes and Governing Law.**

(a) If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a

mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

- (b) This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to mediation and/or arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either party's right to indemnification under Section 7 of this Agreement.

12. Modification. No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.

13. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision, and the parties shall agree to either negotiate a replacement to such void provision or otherwise terminate this agreement.

14. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

15. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

16. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

17. Concurrent Originals. This Agreement may be signed in counterpart originals, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

18. Entire Agreement. This Agreement is the complete expression of the terms hereto and any oral, written, or other representations or understanding not incorporated herein are excluded.

19. Ratification and Confirmation. Any acts consistent with the authority granted to the parties hereunder and taken prior to the Execution Date are hereby ratified and confirmed.

IN WITNESS, the parties below execute this Agreement, which shall become effective as of the Execution Date.

STAFFORD SUITES: By: <u>Tina Kries</u> (signature) Print Name: <u>Tina Kries</u> Its <u>Executive Director</u> (Title) DATE: <u>12/1/14</u>	CITY OF SUMNER: By: <u>David L. Enslow</u> (signature) Print Name: <u>David L. Enslow</u> Its <u>Mayor</u> (Title) DATE: <u>11-21-14</u> By: <u>John Galle</u> (signature) Print Name: <u>John Galle</u> Its <u>City Administrator</u> (Title) DATE: <u>11-24-14</u> Attest: <u>Terri Berry</u> Approved as to form: <u>Brett Vinson</u> City Clerk Terri Berry City Attorney Brett Vinson DATE: <u>11-24-14</u> DATE: <u>11-20-14</u>
NOTICES TO BE SENT TO: Stafford Suites Jim Bennett Stafford Suites, LLC 15519 62nd Street Court East Sumner, WA 98390 253.862.1818 (telephone) 253.862.5464 (facsimile)	NOTICES TO BE SENT TO: CITY OF SUMNER: City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390 253.299.5500 (telephone) 253.299.5509 (facsimile)

Exhibit A**STAFFORD PROVIDED SERVICES AND RESPONSIBILITIES**

With input from the City, develop the goals of the Senior Center which shall include maximizing the benefits and resources offered by the Senior Center.

Develop a schedule of programs and activities to be offered at the Senior Center which are designed to achieve the goals of the Senior Center; provided, however, in no event shall the programs and activities offered at the Senior Center during the Term of this Agreement be less than what is being offered by the City as of the Execution Date.

Hire and manage the staff needed to effectively operate the Senior Center including, but not limited to, an on-site Director, a part-time Activity Assistant and a bus driver as and when needed for scheduled outings.

Create, review and/or modify all policies and procedures required for the effective operation of the Senior Center.

Monitor customer satisfaction and take such steps as may be deemed necessary and appropriate by Stafford to maintain and/or improve, as applicable, customer satisfaction and provide a report at least quarterly or as requested by the City.

Coordinate the services offered at the Senior Center with City-contracted vendors.

Coordinate meal services provided by Catholic Community Services.

Provide housekeeping services and supplies necessary to maintain the cleanliness of the Senior Center.

Identify and promptly notify the City of any maintenance requirements and/or needed capital improvements to the Senior Center.

Provide periodic reporting to the City on the results of operations at the Senior Center.



**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF SUMNER AND STAFFORD SUITES, LLC**

THIS AMENDMENT is entered into on this 16th day of February 2018, pursuant to that certain Contract entered into between the **CITY OF SUMNER, WASHINGTON** (hereinafter referred to as "City"), and **STAFFORD SUITES, LLC**, (hereinafter referred to as "Contractor").

The parties herein agree that the Contract dated October 3rd, 2016, shall remain in full force and effect, except for the amendments set forth as follows:

The aforementioned Contract is hereby amended to read as follows:

See Attachment A

Additionally, Contractor shall provide evidence that all of its employees are covered by Industrial Insurance under Title 51.RCW.

Any acts consistent with the authority and prior to the effective date of Contract are hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Amendment which shall become effective on the last date entered below.

STAFFORD SUITES, LLC

By Tina Pries
Tina Pries, Executive Director
Date 2/20/18

CITY OF SUMNER

By John Galle
John Galle, City Administrator
Date 2/20/18

APPROVED AS TO FORM:

By Brett C. Vinson
Brett C. Vinson, City Attorney

ATTEST:

By Michelle Converse
Michelle Converse, City Clerk

ATTACHMENT A

1. Compensation.

(a) In consideration for the provision of the Senior Center Services, the City shall pay Stafford Fourteen Thousand Eight Hundred Sixteen and no/100 dollars (\$14,816) per month during the Term (as defined below) (the "Services Fee"). Beginning January 1, 2017, the Services Fee will increase to Fifteen Thousand Nine Hundred and no/100 dollars (\$15,900) per month. Each January thereafter for the entire duration of the Term, if not earlier terminated as described below, the Services Fee shall increase annually at a rate of 95% of the annual All Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma area for June over June. The Services Fee shall be due and payable on the 10th day of each month. Beginning April 1, 2018 the Services Fee shall be due quarterly and payable by the 10th day of the first month of each quarter. Service Fees and if not paid when due shall be subject to a late fee of 1% per month (the "Overdue Rate") from the date due to the date paid in full.

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I want to set the record straight:

- Will Senior Services continue to be located at the Activity Center – YES
- Will the Senior Center be moved – NO
- Will the new senior services manager be located at the Activity Center – YES on a full time basis
- Is the City going to tear down the Senior Center – NO
- Will the same quality services and programs be offered at the Senior Center – YES and possibly more and enhanced programs



CITY COUNCIL STUDY SESSION

Speaker Sign-Up Sheet

June 7, 2018

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
ALAN MASTERSON	23000 16th S	MGMT of SR. SVCS	206-788-5999 LAUSHARKRIDER@gmail.com
Gene Artzger	20708 Soudwin Dr	Management of Sr Services	
Phyllis Reiskin	4077-3rd Ave S	SW. Services	206-834-5836
Scott Eliason	20128 - 3rd Ave S	Sr. Svcs Management	206-824-7645
Rick Johnson	Redondo Beach	PARKING senior SVCS	
JC Harris	Des Moines	senior SVCS	
Laurele McEachern	6015 227th 4085	SENIOR SVCS	mceachel@aol.com
MARY STEINHAUS	917 S. 75th St	SENIOR SVCS	HEAUNDA@aol.com
Sally Caldwell	25805 13th Pl S	Senior Svcs	766-631-1740

Question and Answers – Des Moines/Normandy Park Senior Activity Center

Background

The City is in the process of considering a contract with Wesley to provide professional management services at the City's Senior Activity Center, including oversight of the services and programs provided. **Ensuring that the outstanding programs and senior services continue at the high level that our seniors expect and deserve is our number 1 priority through this transition.**

Over the last several months, City Administration and representatives from Wesley have been discussing ways to partner together as part of a pilot project that would provide an opportunity to evaluate and consider the feasibility of such a public-private-partnership at the City's Senior Activity Center.

The City of Des Moines, Wesley Homes, Judson Park, and other community service organizations have each provided and coordinated services for seniors to the Des Moines and Normandy Park community for many years, and many of these services are similar. While providing services to seniors has been and will continue to be a priority within the community, our organizational efforts could possibly be more efficient and more beneficial to seniors if better coordinated and access to resources expanded.

The overall goal of this pilot project is to strengthen the current partnership approach to providing senior services for the community in a more integrated way; that provides a better overall level of service, quality of life, and experience for seniors; insures stable continuity of service and minimizes potential impacts to seniors during this transitional timeframe; and which allows seniors to age in our community with dignity and respect.

Q and A

Why is this pilot project for management of the Senior Activity Center being considered now?

Earlier this year the City's Senior Services Manager, Sue Padden, announced that she would be retiring at the end of June. Sue has served as the Senior Services Manager for 22 years and has brought a wealth of knowledge, experience, drive, and passion to her position and to the seniors that she has served on a continuing basis. With Sue's upcoming retirement, the City is put in the difficult position of finding a suitable replacement, which in actuality is very difficult.

This time of transition allowed the City an opportunity to take a fresh look at the manner in which the City provides and manages services to seniors within our community. One possibility is to consider public-private partnerships with organizations located and invested in the community that are experts in providing quality services for seniors, something that other Cities in our region have done successfully, and provides the opportunity for enhanced service.

Will Senior Services continue to be provided at the City's Senior Activity Center?

Yes, the location of senior activities/services is not changing. The new Senior Services Manager will be located at the Activity Center full time, the same as the current Senior Services Manager. The City will continue to provide the additional resources at the Center.

Is the level of senior services programs proposed to be reduced or programs eliminated?

No, the level of programs and services will continue and opportunities for enhancements will be identified. The City will continue to respond to participants input and participation in programs as always.

Does Wesley have the expertise to manage the Center and its programs?

Wesley has been a community partner in Des Moines for decades and has a long standing history of providing top quality services and programs for seniors, many of which are similar to what the City is providing at our Senior Center. A new Senior Services Manager will be selected based on qualifications, and will have the support of the Wesley organization as well as the City.

What happens after the pilot program?

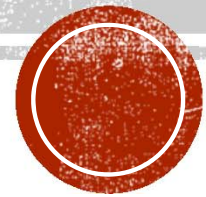
The program will be evaluated on an on-going basis, including participant feedback, stakeholder feedback and community engagement to ensure continued high level of service.

We are excited for this opportunity to partner with Wesley and we ask for your help in creating a seamless and smooth transition. We understand that change can be difficult and we ask for your trust, support and patience during this transition period.

Please reach out to Bonnie Wilkins, City Clerk/Communications Director at (206) 870-6519 with any questions, concerns or comments.

Thank you for your continued support.

CITY MANAGER MONTHLY REPORT



May 2018

CITY MANAGER

- Information Technology – Upgraded audio/visual system in Council Chambers.
 - Thank the City's IT Department, Dale and Chris.
- Mayors Roundtable meeting.
- Sustainable Airport Master Plan Meeting.
- Attended 8 Diving Grand Opening.
- Took Finance Director, Beth Anne and her staff on a tour of Des Moines.
- Aviation Advisory Committee meeting.
- Police Chief Ken Thomas started 5/16/18.
- Human Resources Director AJ Johnson started 5/16/18.
- Attended Parkside Park Dedication.
- Attended Midway Park Garden Project.
- Took Port Commissioner Fred Felleman & Port Executive Director Stephen Metruck on tour of Des Moines.
- Attended Highline Forum meeting.
- Attended SCORE Admin meeting.
- Attended Memorial Day Flag Ceremony at Steven J Underwood Memorial Park.



CHIEF OPERATIONS OFFICER

- Attended Airport Proviso Meeting.
- Meeting with Forterra – Green Cities Program.
- Worked with Bond Counsel on Bonding for Marina Bulkhead.
- Coordination meetings with members of the Marina Tenants Association.
- Attended Parkside Park Dedication.
- Worked on Succession Planning for Marina and PR&SS.
- Attended meeting with Recology – Collapse of the Recycling Markets.
- Attended several Sound Transit related Meetings.
- Worked on WSDOT SR 509 Memorandum of Understanding.
- Coordinated efforts for the Memorial Day Flag Ceremony.



CITY CLERK

- City Clerk Vacation!
 - Taria did a great job of filling in.
 - Filed utility easements for the S 216th Street project with King County.
- Attended 8 Dive Grand Opening.
- Attended Memorial Day Flag Celebration at Steven J. Underwood Memorial Park.
- Public Record Stats for May:
 - 161 Received for May, 634 received so far YTD.
 - 9 still outstanding for May.
 - 34 total outstanding (includes 2017).
- Social Media Stats:
 - Facebook: over 4,000 people reached
 - Twitter: Des Moines Account 497; Police Account 1,343



COMMUNITY DEVELOPMENT

- Schools:
 - o The Olympic Interim High School – portables application.
 - o Zenith Elementary - design review approved, civil/grading and building permits ready shortly.
 - o North Hill Elementary – pre-application meeting held April 11, 2018, no applications submitted.
- Be Be Nails – permit issued.
- Crestwood Park - civil/grading plans approved and issued.
- Jason Woycke passed his AICP exam!



COURT

- Des Moines Municipal Court DUI Court has been granted funding for 2019 through Washington Traffic Safety Commission.
- The Court webpage has been updated!
- Several Court staff have attended professional conferences in May/June.



FINANCE

- State Auditor was on-site and had been requesting for records to support the amounts on the financial statements. Provided around 425 records.
- Filed the city's 2017 annual financial report to the State Auditor's Office (SAO). Deadline for submission May 30, 2018.
- As of May 31, 2018 total city-wide cash & investments = \$35.2M (May 2017 was \$23.7M).



LEGAL

- Reviewed existing and potential litigation and claims and drafted City Attorney opinion letter for the State Auditor regarding City's potential liabilities.
- Reviewed and edited a contract for the rental of a gun range for the police department, drafted a restroom use agreement for the Marina, drafted amendments to a contract for professional coaching for executive staff, updated annual agreements for the Farmers Market and Destination Des Moines summer events, and drafted two updates to the teamsters collective bargaining agreement.
- Worked with the Marina staff on several issues, including processing parking citation appeals, dealing with abandoned vessels, and commercial use of the Redondo boat launch.



MARINA

- Marina staff finished the planters/entrance at 227th.
- The Marina office remodel is complete.
- Paid Parking 1/1/2018—6/5/2018 Total **\$71,122.50.**
- Rebuilt and Re-installed half of the Redondo docks.



PARKS, RECREATION & SENIOR SERVICES

- Parkside Park Renovation Dedication held on May 17 at 3:30pm. Improvements funded by King County CDBG, King County Youth Sports Grant and Department of Ecology
- Break Camp help at the Field House on May 29 with 32 participants.
- SJUMP Tournaments:
 - o USA Softball of Seattle Blast into Spring Tournament – 5/5
 - o Clean and Sober Softball – 5/6 & 5/20
 - o Acers Mother's Day Tournament – 5/12 – 5/13
 - o USSSA Pink Out the Park – 5/19
- Events and Facilities contracted with the Seattle Theater Group to hold its summer dance camp at the Des Moines Beach Park Event Center for 6 weeks, June 24 through August 2, 2019.



POLICE

- Promotion of Kevin Penney to Sergeant.
- Hiring update:
 - o 2 Lateral Officers started June 1.
 - o 1 Entry Level Officer to start June 16.
 - o 1 Lateral Officer in final stages of background, likely to start July 1.
- The department is in partnership with the Washington State Fusion Center to implement Crime Analysis for the department.
 - o Currently conducting an internal audit of intelligence functions.
 - o 6 month project to train and implement a crime analysis process.
 - o Fusion Center will fund the training of one of our detectives to learn the process.
- The department is working with outside consultants to fully utilize the Spillman Records Management System
 - o Very aggressive schedule to have direct entry by all staff members.
 - o All electronic work flow process.
 - o This will significantly increase our efficiency and effectiveness in policy reporting and crime analysis.



PUBLIC WORKS

- Completed 3 resident pipe program projects with the new revised contract. 2 of the projects were 90 feet long and the other was 60 feet.
- A failed storm pipe was discovered along the north side of S. 251st Street adjacent to Huntington Park following reports of road settlement. Staff is looking at potentially replacing up to 425 feet of 12-inch storm pipe as a change order to the S. 251st Storm Outfall Project which will be under construction in June.
- Traffic control revisions have been implemented at the street end of S 227th to help aid vehicular movements in/out of the Marina. Continued work in progress.
- Tyler Beekley has passed his Washington State Professional Engineer's examination this month. This exam and certification is a key milestone for a Civil Engineer.

