

**INFORMATIONAL MEMORANDUM**  
**Tukwila Pool Metropolitan Park District**

TO: Tukwila Pool MPD Board

FROM: Verna Seal, Ad Hoc Committee Logistics Chair

DATE: December 3, 2014

SUBJECT: Contract for Services for Lady of Letters

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**ISSUE**

The TPMPD needs certain services performed for its citizens and does not have the manpower or expertise to perform such services.

**FINANCIAL IMPACT**

Outlined in the contract.

**BACKGROUND**

Our Lady of Letters, Inc. has been assisting the TPMPD and the City with minute transcription.

**DISCUSSION**

Moving forward, the TPMPD will need assistance with taking minutes (which may or may not include setting up recording devices) and transcription of minutes. A proposed contract and scope of work are attached hereto.

**RECOMMENDATION**

Authorize the Board President to sign the Contract for Services with Lady of Letters, Inc. which will be subject to final approval by legal counsel.

**ATTACHMENTS**

Contract  
Scope of Work



## CONTRACT FOR SERVICES

This Agreement is entered into by and between the Tukwila Pool Metropolitan Park District, hereinafter referred to as "the TPMPD," and Lady of Letters, Inc., hereinafter referred to as "the Contractor."

**WHEREAS**, the TPMPD has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the TPMPD desires to have the Contractor perform such services pursuant to certain terms and conditions; therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the TPMPD if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The TPMPD shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed 10,000.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the TPMPD whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2015, and ending December 31, 2015, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and TPMPD agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded TPMPD employees by virtue of the services provided under this Agreement. The TPMPD shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the TPMPD, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the TPMPD. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the TPMPD, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's 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.
7. **Insurance.** The Contractor 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 the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the TPMPD's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability 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 with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, 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 TPMPD shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the TPMPD using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 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. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the TPMPD. Any insurance, self-insurance, or insurance pool coverage maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.

- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Contractor shall furnish the TPMPD 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 the work.
- E. **Subcontractors.** The Contractor 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.
- F. **Notice of Cancellation.** The Contractor shall provide the TPMPD and all Additional Insured's for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the TPMPD may, after giving five business days-notice to the Contractor to correct the breach, immediately terminate the contract 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 TPMPD on demand, or at the sole discretion of the TPMPD, offset against funds due the Contractor from the TPMPD.

**8. Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the TPMPD to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the TPMPD.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

**10. Termination.** This Agreement may at any time be terminated by the TPMPD giving to the Contractor thirty (30) days written notice of the TPMPD's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the TPMPD shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

**12. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the TPMPD.

13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the TPMPD and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the TPMPD shall be sent to the following address:

Clerk of the Board, Tukwila Pool Metropolitan Park District  
4414 South 144<sup>th</sup> Street  
Tukwila, Washington 98168

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

CONTRACTOR

\_\_\_\_\_  
Board President

By: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Printed Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
TPMPD Board Attorney



## Meeting Minutes Scope of Work

On-Premise and/or Off-Premise options are available for meeting minute transcription as follows:

### **On-Premise:**

A Lady of Letters representative will attend all designated meetings. Said representative will arrive prior to meetings to set up their recording equipment. Representative will be in attendance at each meeting and be responsible for their recording equipment. Recordings are transcribed in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. Completed minutes are submitted via email within five (5) business days following meeting date.

Costs:

- Travel - \$10/per hour (office headquarters in Everett to Tukwila – travel time will vary depending on traffic conditions)
- Attendance - \$20 per hour
- Transcription of minutes - \$2.00 per meeting minute

Example: *Based on a 2 hour meeting:* Travel (roundtrip) 2.5 hours (time may vary – see above) = \$25, Attendance – 2 hours - \$40, Transcription = \$240.  
Grand Total - \$305

### **Off-Premise:**

On designated meeting dates, either staff will download and/or re-record the meeting audio from a MPD website or MPD will submit an audio of the meeting to Lady of Letters via internet. A staff member is assigned to transcribe the meeting in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. The finished meeting minutes are submitted via email within five (5) business days following meeting date.

Costs:

- Meeting Minute Transcription - \$2.00 per audio minute

Example: *Based on a 2 hour meeting:* Transcription - \$240  
Grand Total - \$240