

**CONSULTANT AGREEMENT FOR  
MEETING FACILITATION SERVICES**

**THIS AGREEMENT** is entered into between the Tukwila Pool Metropolitan Park District, hereinafter referred to as "the MPD", and David A. Clark Architects, PLLC, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the MPD to Meeting Facilitation services in connection with the project titled Tukwila Pool Metropolitan Park District Board Retreat.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Time for Performance.** Work under this contract shall commence upon the giving of written notice by the MPD to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement within 30 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the MPD.
4. **Payment.** The Consultant shall be paid by the MPD for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$2,744 without express written modification of the Agreement signed by the MPD.
  - B. The Consultant may submit vouchers to the MPD once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the MPD and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the MPD after the completion of the work under this Agreement and its acceptance by the MPD.
  - D. Payment is provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the MPD and state for a period of three (3) years after final payments. Copies shall be made available upon request.

*1st of 2 originals*

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the MPD whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the MPD on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. **Indemnification.** The Consultant shall indemnify, defend and hold harmless the MPD, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Consultant, its officers, agents and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the MPD, its officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the MPD, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the MPD, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents and employees.
8. **Insurance.** The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance, with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name the Tukwila Pool Metropolitan Park District as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the MPD. Certificates of coverage as required by this section shall be delivered to the MPD within fifteen (15) days of execution of this Agreement.

9. **Independent Contractor.** The Consultant and the MPD agree that the Consultant 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 the Consultant nor any employee of the

Consultant shall be entitled to any benefits accorded MPD employees by virtue of the services provided under this Agreement. The MPD shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the MPD shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the MPD.
13. **Non-Waiver.** Waiver by the MPD of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The MPD reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the MPD. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the MPD, if the MPD so chooses.
15. **Attorneys Fees and Costs.** In the event either party shall bring suit against the other to enforce any provision of this Agreement, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorney's fees, incurred in such suit from the losing party.

16. **Notices.** Notices to the Tukwila Pool Metropolitan Park District shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

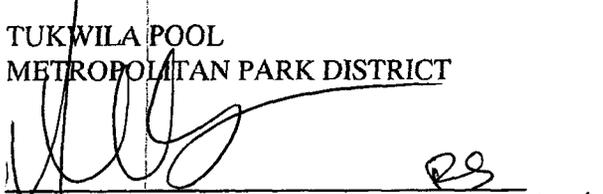
Notices to Consultant shall be sent to the following address:

David A. Clark Architects, PLLC  
33017 134th Avenue SE  
Auburn, WA 98092-8519

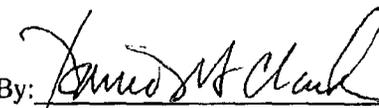
17. **Integrated Agreement.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the MPD and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both the MPD and the Consultant.

DATED this 28<sup>th</sup> day of March, 2013.

TUKWILA POOL  
METROPOLITAN PARK DISTRICT

  
MPD Executive Director Board President

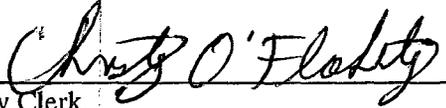
CONSULTANT

By:   
3-28-13

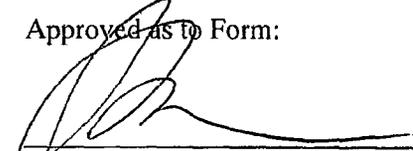
Printed Name: David A. Clark

Title: Operating Member

Attest/Authenticated:

  
City Clerk

Approved as to Form:

  
Office of the MPD Attorney LISA M. MARSHALL  
3-29-13

***Tukwila Metropolitan Park District***

|                            |          |           |
|----------------------------|----------|-----------|
| <b>Meeting Facilitator</b> | Prepared | 25-Mar-13 |
| <b>Fee summary</b>         | Revised  | 1-Apr-13  |

**Scope:**

Facilitate meeting of the MPD board during the March retreat. Take over meeting from the board president after introductions and lead the board through the agenda, calling on each board member that asks to speak. Keep agenda on track and ensure that the meeting is run in an orderly fashion

|                                       | <u>Principal</u> | <u>Fee</u> |                    |
|---------------------------------------|------------------|------------|--------------------|
| <b>Preparation</b>                    |                  |            | \$ 1,496.88        |
| Meeting with Verna, incl travel       | 3 166.32         | \$ 499     |                    |
| Phone contact with board members      | 1.5 166.32       | \$ 249     |                    |
| Emails, phone, prep                   | 2 166.32         | \$ 333     |                    |
| STP report                            | 1 166.32         | \$ 166     |                    |
| Prep 3/29                             | 1.5 166.32       | \$ 249     |                    |
| <b>Meeting</b>                        |                  |            | \$ 1,247.40        |
| Travel                                | 1 166.32         | \$ 166     |                    |
| Meeting 8:15 to 2:45                  | 6.5 166.32       | \$ 1,081   |                    |
| <b>Total Fee of actual time spent</b> |                  |            | <b>\$ 2,744.28</b> |
|                                       | Proposal         |            | \$ 2,744.28        |