



PROGRAM SERVICES AGREEMENT

This is a contract for program services entered into between Seattle Parks Foundation (the "Foundation") and _____, and independent consultant ("Service Provider"). The effective date of this contract (the "Agreement") is _____, 20____, and it is entered into for the benefit of _____ ("Community Partner"). A representative of the Community Partner has signed this Agreement to acknowledge the Agreement's terms and the specific role Community Partner has in interacting with Service Provider.

In consideration of the mutual promises set forth in this Agreement, the Foundation and Service Provider agree to the following terms:

- A. **Retention of Service Provider**. The Foundation has hired Service Provider to perform the following services in accordance with the terms of this Agreement: *[describe the nature of the services or insert Scope of Work at end and title it Exhibit A– then add: " as referenced in Exhibit A" after Agreement above]* (the "Services"). The anticipated budget for these Services is \$ _____. Service Provider agrees not to exceed this budget without first obtaining written approval from the Community Partner and an employee of the Foundation (at director level or above).
- B. **Independent Service Provider Status**. Service Provider is an independent contractor and not an employee, partner, or agent of the Foundation. Prior to performing any aspect of the Services, Service Provider will submit a completed and signed IRS Form W-9 to the Foundation. Nothing in this Agreement or in the performance of the Services by Service Provider creates any employment relationship, joint venture, partnership, or principal-agent relationship between the parties. The Foundation agrees that Service Provider has the right to control the manner and means of accomplishing the Services. Service Provider has no contractual or other right or authority to make commitments on behalf of the Foundation or to speak for the Foundation.
- C. **Interaction with Community Partner**. Service Provider acknowledges that this Agreement is entered into for the purpose of aiding Community Partner in accomplishing its mission under the fiscal sponsorship of the Foundation. Service Provider agrees to work cooperatively with Community Partner to satisfactorily complete the Services in a timely way and to seek direction and answers from Community Partner if/when questions arise during the course of performing the Services.

- D. **Payment for Services.** For performance of the Services, Service Provider will be paid _____ for the Scope of Work Described [Above, or in Exhibit A describe compensation – hourly rate? Fixed fee? List not to exceed amount]. The Foundation will remit payment within ____ (__) business days of receipt of each invoice from Service Provider detailing the date and nature of the Services performed. Payment to Service Provider will be in the form of a check. Service Provider acknowledges and agrees that no payment will be made to Service Provider until Service Provider has delivered a [completed and signed IRS Form W-9](#) to the Foundation. By January 31st of each calendar year the Foundation will provide Service Provider with IRS Form 1099-MISC reflecting the total amount of compensation paid to Service Provider by the Foundation in the prior calendar year.
- E. **Reimbursement of Approved Expenses.** The Foundation will reimburse Service Provider for qualifying expenses directly related to Service Provider's performance of the Services, but those expenses must be pre-approved by Foundation Staff. Examples of qualifying expenses are printing and copying, and supplies and other project materials. To meet IRS requirements for reimbursement of business expenses, Service Provider must submit reasonably detailed supporting documentation for each expense (for example, submitting only a credit card receipt is not sufficient documentation). Requests for reimbursement of expenses should be submitted with Service Provider's invoice for Services.
- F. **Business Licenses.** Service Provider represents and warrants that Service Provider is and will remain in compliance with applicable federal, state, and local laws with respect to any licenses, permits, and certificates necessary to perform the Services.
- G. **Federal, State and Local Taxes.** Service Provider is solely liable for, and will pay in a timely manner, all federal, state, and local income, business, excise and other taxes that may be due on the compensation and expense reimbursements Service Provider receives pursuant to this Agreement. In addition, Service Provider is solely liable for, and will pay in a timely manner, all payroll/withholding taxes and employment-related insurance premiums that may be owed for persons employed by Service Provider.
- H. **Insurance.** Service Provider acknowledges that the Foundation's insurance program does not cover Service Provider in any respect in the performance of the Services or otherwise. Accordingly, if Service Provider will be using a vehicle to perform the Services in any material way, then Service Provider will obtain and maintain the insurance listed below at its sole expense. The policy must (i) be provided on an "Occurrence" form and not a "Claims Made" form, and (ii) contain an endorsement that the insurance cannot be canceled on less than thirty (30) days prior written notice. If during the term of this Agreement Service Provider were to receive a notice of termination with respect to the insurance listed below, Service Provider must so inform the Foundation within three (3) business days of receipt of such notice.

- Automobile liability insurance with minimum limits of \$100,00.00 combined single limit per occurrence for bodily injury/death and \$25,000 for property damage for each vehicle owned, leased, rented, or borrowed by Service Provider and used in the performance of this Agreement in a material way.

Service Provider will provide the Foundation with a Certificate of Insurance for the required coverage not later than three (3) business days prior to commencing the Services.

- I. **Term and Termination.** This Agreement commences as of the effective date and continues in effect until Service Provider completes the Services to the Foundation's reasonable satisfaction, unless terminated earlier by either party on at least fifteen (15) days prior written notice delivered to the other party. Notice to the Foundation must be either: (i) by commercial courier (Attention: President & CEO; (ii) by regular USPS mail, (Attention: President & CEO); or (iii) by email to info@seattleparksfoundation.org. Notice to Service Provider must be by one of the same methods set forth for notice to the Foundation. If this Agreement is terminated prior to its expiration, Service Provider will be paid for Services satisfactorily performed up to and including the date of the notice of termination, but all further activity must cease as of the date of the notice.
- J. **Confidentiality.** In the course of performance of this Agreement, each of the parties (including the Community Partner) may have access to, or be exposed to, the information of the other party that is confidential or proprietary. Information that is confidential or proprietary is data, materials, or other types of information that is not publicly available or known at the time of disclosure or access. One example (of many) of confidential/proprietary material is information about donors, such as their names, contact information, and donation amount, whether stored in paper files or electronically in a database. Information does not need to be marked as "Confidential" or "Proprietary" to in fact be confidential or proprietary. Each party receiving or exposed to confidential/proprietary information agrees to take commercially reasonable steps to protect such information from disclosure and from access by any person not authorized to have access. In addition, each party agrees not to use the confidential/proprietary information of another party for its own purposes or benefit other than as needed to perform this Agreement. The obligations set forth in this section are subject to valid judicial or governmental orders (e.g., subpoenas or orders of a court) requiring disclosure of a party's otherwise confidential or proprietary information.
- K. **Indemnification; Hold Harmless.** By executing this Agreement, Service Provider promises to indemnify, defend and hold the Foundation and Community Partner, and their employees and volunteers, harmless from all claims, demands, losses, damages, or defense costs of any kind that Service Provider may sustain or incur, or that may be imposed on Service Provider, for injury to or death of a person, or damage to property, as a result of, arising out of, or in any way connected to Service Provider's performance of this Agreement, except any such liability arising out of the sole negligence of the

Foundation. This indemnification includes any damage to property or injury to or death of any persons employed by Service Provider or any third parties.

- L. **Amendments**. This Agreement may be amended only by a written document expressly referencing this Agreement and signed by a Director of the Foundation and by Service Provider.
- M. **No Assignments**. This Agreement is personal to Service Provider and Service Provider has no power or authority to assign any rights or delegate any duties; any attempt to do so is void.
- N. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement between Service Provider and the Foundation with respect to the scope and performance of the services described. This Agreement supersedes any prior arrangements or contracts between these parties relating to the performance of these services.
- O. **Governing Law**. This Agreement is entered into entirely within the State of Washington and Washington law governs all aspects of this Agreement. Service Provider and the Foundation agree to the exclusive jurisdiction of the courts of King County, Washington, in the event of any legal action arising from or in connection with this Agreement.
- P. **Disputes**. If a dispute arises between or among the parties involving any aspect of this Agreement, the parties involved agree to act in good faith to resolve the dispute. For the Foundation and the Community Partner, the final decision about any resolution rests with the Foundation's Chief Executive Officer. If she or he cannot resolve the dispute with Contractor, the parties agree to submit the dispute to binding mediation with Judicial Dispute Resolution, LLC (Seattle, WA), and the Foundation and Contractor will share the cost of the mediation fee 50/50.

[Signatures on Next Page]

SEATTLE PARKS FOUNDATION

1501 E. Madison Street, Suite 510
Seattle, WA 98122

Email:

Name:

Title:

Signature:

Date

SERVICES PROVIDER

[Full Name]

[Address]

[Phone Number]

[Email]

[Signature]

Date:

Acknowledging awareness of the terms of the Agreement and agreeing to the confidentiality obligations set forth in Section J and the dispute resolution set forth in Section P:

COMMUNITY PARTNER

[Name]

[Address]

[Phone Number]

[Email]

[Signature]

Date: