



## SERVICE AGREEMENT

This Agreement is made by and between Black Lake Special District (“Client” or “BLSD”) located at 120 State Avenue NE, Olympia, WA, 98501 and OrgSupport, LLC (“Contractor”), an independent Contractor, located at 120 State Avenue NE, #303; Olympia WA 98501. In consideration of the mutual covenants and promises contained in this agreement as set forth below, the Client and the Contractor agree as follows:

### Section 1

**Description of Work** The Contractor shall: provide general administrative support (attachment B provides a list of services which may be provided by Contractor) but Contractor will not be required to follow or establish a regular or daily work schedule. The Contractor agrees to provide equipment and physical space as needed for the services it is furnishing. The Contractor will determine the method, details, and the means of performing the services. Any advice given to the Contractor regarding the Service Agreement shall be considered a suggestion only, not an instruction. The Client retains the right to inspect, stop, or alter the work of the Contractor to assure its conformity with this Agreement and Client needs. The Contractor agrees to provide periodic update memos outlining general services provided.

### Section 2

**Fees** Client agrees to pay the Contractor \$2,500.00 per month, plus expenses, for each month that this agreement is in effect. Beginning June 1, 2014, Contractor will provide the Client with a monthly invoice by the last business day of the first full week of the month following delivery of services. Attachment A provides further clarification of compensation and reimbursements associated with this agreement. Payment shall be made for the services provided in the preceding month by the last business day of the second full week of the month. Any adjustment to these fees, based on unanticipated future services, projects, grants, or workloads, will require an amendment or addendum to this agreement and is subject to approval by the Client and the Contractor.

### Section 3

**Relationship of the parties** The Contractor shall be deemed an Independent Contractor and is not an employee, partner, agent, or joint venture of the Client. As such, the Client shall not deduct withholding taxes, social security taxes, or any other employment taxes. Further, the Contractor shall not be entitled to any fringe benefits, pension, retirement, profit sharing or any other benefits accruing to the Client’s employees.

### Section 4

**Term of Agreement** Unless terminated pursuant to Section 11, the term of this agreement is for 6 months beginning February 1, 2014 and shall renew automatically following the initial 6 month period and every 12 months thereafter.

### Section 5

**Responsibilities of the Contractor** The Contractor will have complete control over the time allocated and manner and disposition of the services provided. The Contractor agrees to devote sufficient time and energy to fulfill the spirit and purpose of this agreement. During the term of this agreement, the Contractor may represent, perform services for, and be employed by additional clients, persons, or companies; the Contractor shall have sole discretion to determine the nature of these relationships. Should any circumstances cause a delay in service, the Contractor agrees to inform the Client in writing.

### Section 6

**Responsibilities of the Client** The Client agrees to comply with all reasonable requests of the Contractor necessary to the performance of the Contractor’s duties under this Agreement. The Client is responsible for the accuracy of information provided. The Client is responsible for adopting sound accounting policies, for safeguarding assets, for authorizing transactions, for adopting a system for retaining supporting documentation for those transactions, and for adopting a system of internal controls that will, among other things, help assure appropriate creation and retention of documents. Furthermore, the Client is responsible for management decisions and functions, for designating a competent individual to oversee services provided by the Contractor, and for evaluating the adequacy and results of those services. The Client has



the final responsibility for the products and outcomes of this Agreement; therefore, the Client should review all documentation carefully.

## Section 7

**Assumption of Liability and Responsibility** Client assumes liability for any claim or action based on or arising out of harm, both material or non-material, pecuniary or non-pecuniary, sustained or alleged to have been sustained in connection with, or to have arisen out of, or incidental to, the performance of this agreement by the Contractor, their agents and employees, and their clients, regardless of whether such claims or actions are founded in whole or in part upon strict liability or any degree of alleged negligence, whether sole, concurrent, or gross, of Contractor, its representatives, or the employees, agents, invitees, or licensees thereof. Client further agrees to indemnify and hold harmless Contractor and its representatives, and the employees, agents, invitees and licensees thereof in respect of any such matters, and agrees to defend any claim or suit or action brought against Contractor, its representatives, and employees, agents, invitees, and licensees thereof. This indemnification applies regardless of whether such claims or actions are founded in whole or in part upon strict liability or any degree of alleged negligence, whether sole, concurrent, or gross, of Contractor.

Client understands that Contractor does not carry liability, errors and omissions, accident or injury insurance for Client's benefit. Client agrees to be accountable in all respects for Client's own actions and decisions and not to ask Contractor, or any of their agents or employees to accept the consequences thereof; further, Client agrees to be responsible for any claims made against Contractor in relation to such actions. It is Client's responsibility to abide by all local laws and to ensure that Contractor has taken adequate steps to minimize risks to Client.

## Section 8

**Waiver of Subrogation** Client waives any right of recovery against the Contractor because of payments Client makes for injury or damage arising out of Contractor's ongoing operations or work done or advice given under this agreement.

Client and Client's insurer shall waive all rights of subrogation against the Contractor, its employees, agents, contractors, sub-contractors, and volunteers for losses arising from work performed by the Contractor for the Client and for losses arising from advice given by the Contractor, its employees, agents, contractors, sub-contractors, and volunteers.

To the extent permitted by law, the Client hereby releases OrgSupport, its employees and volunteers and others working on behalf of the Client from any and all liability or responsibility to the Client or anyone claiming through or under the Client by way of subrogation or otherwise, for any loss or damage, pecuniary or otherwise, caused by errors, omissions, or advice, even if such loss or damage shall have been caused by the fault or negligence of Contractor, its employees or volunteers or others working on behalf of Contractor.

## Section 9

**Confidentiality** The Contractor agrees that a.) Knowledge and information that the Contractor may receive regarding services and operations are confidential, and b.) All information provided by the Contractor to the Client in reports, together with any other information acquired as a result of this agreement shall for all time and for all purposes be regarded by the Contractor as strictly confidential and held by the Contractor in confidence and solely for the Client's benefit and use. The Contractor shall not use such confidential information except in performing the services of this agreement, nor shall the Contractor reveal said information to third parties except with Client's permission. The Client retains ownership of all materials created by the Contractor for the benefit of the Client or provided to the Contractor by the Client.

## Section 10

**Non-Solicitation: Employees and Independent Contractors** During the relationship with Contractor and for thirty-six (36) months thereafter, Client will not, and will not assist any other party to, (a) hire or solicit for hiring any employee or Independent Contractor of the Contractor or seek to persuade any employee or Independent Contractor of the Contractor to discontinue employment or their existing relationship or (b) solicit or encourage any employee or Independent Contractor providing services to the Contractor or its Affiliates to terminate or diminish its relationship with them. For purposes hereof, general solicitations not directed at a particular person or advertising in media directed at the general public shall not provide the basis for a claim by the Contractor that Client violated this provision.





## ATTACHMENT A

### **Travel**

The Contractor agrees to provide travel and assume expenses associated with attendance at two (2) meetings each month in the greater Thurston County area.

1. The Contractor will be reimbursed for travel and travel related expenses for any meetings beyond those outlined above at the established federal reimbursement rate.

### **Expenses**

The Client agrees to reimburse the Contractor for reasonable expenses incurred conducting business on behalf of Black Lake Special District.

1. Reasonable expenses include but are not limited to: stationery, literature, postage, printing, etc.
2. The Client will not be responsible for cell phone or long-distance calls, or text messages.
3. The Contractor is required to seek approval for any expenses that exceed \$200.00 each, in any given month, that have not had prior approval. Approval will be provided by the Client's president or designee.
4. Authorized expenses will be billed in the month after they occur or as soon as circumstances allow.

### **Manner of Working**

The Client agrees to work within the OrgSupport organizational model as it exists now and in the future.



## **ATTACHMENT B**

**The Contractor will provide general administrative support for the establishment and continual operation of the Black Lake Special District. Services may include:**

### **Establishment of Organization**

- Drafting and filing organizational documents in cooperation with BLSLSD legal counsel.
- Registering organization with local, state, and federal agencies as appropriate.
- Establish mailing address, telephone number, electronic communication address(es), registering domains.
- Working with chair and treasurer to open banking accounts and create bookkeeping infrastructure including creation of initial chart of accounts.

### **Bookkeeping**

- Processing warrants, managing data entry, generating reports, and otherwise maintaining QuickBooks in cooperation with the treasurer, chair, and Thurston County.
- Processing warrants for BLSLSD contractors.
- Processing invoices for BLSLSD grantors.
- Documenting, tracking, and managing incoming and outgoing funds as well as special projects in QuickBooks.
- Working with the BLSLSD accountant, providing data necessary for professional preparation of tax documents.
- Working with local, state, and federal personnel for establishment of systems and procedures to receive special district disbursements.

### **Board and Committee Support**

- Providing meeting management and secretarial support for the board - create and disseminate meeting notices, minutes, agendas, email, and traditional mail communication.
- Staffing BLSLSD meetings.

### **Website**

- Maintaining and updating all basic sections of the BLSLSD web page.
- Working closely with BLSLSD website developers to expand or modify website components and functionality.

### **Communications**

- Maintaining the Info@BlackLakeSpecialDistrict.org email address and appropriately responding to or forwarding all messages.
- Providing and monitoring a BLSLSD telephone number, appropriately responding and/or forwarding all messages.
- Providing a mailing address and receiving and processing all mail.
- Conducting first class mailings on behalf of BLSLSD, sending completed BLSLSD communications and/or announcements by email, and managing larger bulk mailings by working with professional mail houses on behalf of BLSLSD.

### **Compliance**

- Ensuring timely compliance with Federal, State, and local regulations.
- Implementing a document retention policy and a digital archiving system which includes secure, redundant, long-term archiving of records.