

**SERVICE CONTRACT BETWEEN THE TOWN OF CASTLE ROCK
AND THE CASTLE ROCK SENIOR CENTER**

DATE: _____, 2018.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

CASTLE ROCK SENIOR CENTER, a Colorado non-profit corporation, 2323 North Woodlands Boulevard, Castle Rock, Colorado 80104 (“Senior Center”).

RECITALS:

A. The Town and Senior Center agree to the terms and conditions by which Town will provide funding for designated functions of the Senior Center; and

B. The Senior Center will utilize the funding provided by Town to operate and provide the services described below:

- (1) Fund operational cost of providing citizens age 50 (“Seniors”) and above with educational, social, health, and recreation programs;
- (2) Provide no/low cost transportation to Seniors for medical appointments, shopping, and other destinations;
- (3) Offer volunteer opportunities to keep Seniors active and involved in the community; and

C. The Senior Center will comply with the Agreement for Shared Facilities.

TERMS:

Section 1. Scope of Services. Senior Center shall provide the services as defined in Recital B of this Service Contract. The Town’s contractual obligation under this Service Contract shall not exceed \$120,000. Payments shall be made to the Senior Center on a quarterly basis in the amount of \$30,000 on or about March 15, June 15, September 15 and December 15.

Section 2. Term. The term of this Service Contract shall be from January 1, 2019 to December 31, 2019.

Section 3. Assignment. This Service Contract shall not be assigned by Senior Center without the written consent of the Town.

Section 4. Notice. Any notice required or permitted by this Service Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such

notice is to be given at the address set forth on the first page of this Service Contract, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 5. Reporting. The Senior Center shall submit in writing to the Town Manager, reports on its activities and shall also submit a written annual report for 2019 no later than January 31, 2020. Such reports shall include, but not be limited to, financial reporting and information on Senior Center achievements of 2019 performance objectives as outlined in their proposal attached as *Exhibit 1*.

Section 6. Prohibition Against Employing Illegal Aliens. Senior Center shall not knowingly employ or contract with an illegal alien to perform work under this contract. Senior Center shall not enter into a contract with a subcontractor that fails to certify to the Senior Center that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Senior Center has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Senior Center is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Senior Center obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, Senior Center shall:

A. Notify the subcontractor and the Town within three days that the Senior Center has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Senior Center shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Senior Center shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Senior Center violates a provision of this contract required pursuant to C.R.S. §8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Senior Center shall be liable for actual and consequential damages to the Town.

Section 7. Insurance. Senior Center agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Senior Center shall not be relieved of any

liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Senior Center shall procure and maintain, and shall cause each subcontractor of the Senior Center in Senior Center's own policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Senior Center. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Senior Center shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Senior Center's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies

shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Senior Center to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Senior Center to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Senior Center from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 8. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Service Contract.

Section 9. Entire Service Contract. This Service Contract represents the entire Service Contract between the parties and there are no oral or collateral agreements or understandings. This Service Contract may be amended only by an instrument in writing signed by the parties. If any other provision of this Service Contract is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Service Contract shall continue in full force and effect.

Section 10. Waiver. A waiver by any party to this Service Contract of the breach of any term or provision of this Service Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 11. Governing Law. This Service Contract shall be governed by the laws of the State of Colorado.

Section 12. Indemnification. Senior Center expressly agrees to indemnify, to the limits of Contractor's insurance, and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Senior Center or any of their employees or agents in performing work pursuant to this Service Contract. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Senior Center.

Section 13. Worker's Compensation. Senior Center shall at its own expense keep in full force and effect during the term of this Service Contract Statutory Worker's Compensation Insurance.

Section 14. Independent Contractor. Senior Center and Town hereby represent that Senior Center is an independent contractor for all purposes hereunder. As such, Senior Center is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Senior Center shall not create any indebtedness on behalf of the Town.

Section 15. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Service Contract, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Senior Center, and nothing contained in this Service Contract shall give or allow any such claim or right of action by any other third party on such Service Contract. It is the express intention of the parties that any person other than Town or Senior Center receiving services or benefits under this Service Contract shall be deemed to be an incidental beneficiary only.

Section 16. Default and Remedies. In the event either party should default in performance of its obligations under this Service Contract, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jennifer Green, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

David L. Corliss, Town Manager

CASTLE ROCK SENIOR CENTER:

By: _____

Its: _____

June 8, 2018

David Corliss, Town Manager
Trish Muller, Director of Finance
Town Council
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

EXHIBIT 1

Re: 2019 Application for Service Organization Funding
Castle Rock Senior Activity Center

Dear Mr. Corliss, Ms. Muller and Town Council,

Please find our enclosed application for 2019 funding to support a portion of the services the Castle Rock Senior Activity Center provides to the residents of the Castle Rock community.

We told you about the "Silver Tsunami" last year, and we can attest that it is still rising! Again this year we have seen record numbers of seniors coming in to join, or get information on senior activities, services and resources. Although 50% of our membership consists of older seniors (75 and up) we are seeing the younger seniors getting more involved. Our average membership age has dropped from 74.07 to 73.46. While this isn't a large drop, it does show that seniors are becoming active sooner.

Our current breakdown of membership by Age and Gender:

Male/ Female 37% / 63%		
Age Ranges		
50 - 64	10%	Up 1% from last year
65 - 69	17%	Up 1 % from last year
70 - 74	24%	Remained the same
75 - 79	23%	Remained the same
80+	26%	Down 3% from last year

2018 has continued to provide more than 150 activities each month for seniors to enjoy for our diverse age groups. These range from educational, to social, to health and recreational programs, as well as creating a wonderful environment to meet people and explore a variety of options to stay active and involved. As our membership continues to grow, we are looking to add new activities and experiences for seniors. We hear time and time again from family members that their parents are seeing and doing things that they wish they could do.

The Center has been supplying transportation services, with volunteer drivers in our vehicles since 2000; we have evolved to become the largest transportation provider in the town outside of the taxi services. This service continues to provide over 650 rides per month for seniors and disabled resident to meet their medical appointments, grocery trips, and nutritional needs. In addition as you are aware, we also provide transportation to the Center for an abundant number of activities, and to a variety of other destinations.

Our riders for the transportation services are not all members, so the demographics look a little different for this service:

	Male/ Female	26% / 74%
Age Ranges		
Under 59		11%
60 – 64		4%
65 - 69		9%
70 - 74		17%
75 - 79		19%
80+		40%

Looking at current trends, we believe our requests for services - from transportation to activities to health and wellness programs - will continue to rise. This past year we added Tai Chi for Arthritis and Brain Fit classes, just to name a few. We also know that socialization and volunteering opportunities are also very important to our older adults. We provide a registered nurse who coordinates a Health and Wellness Program, offering a multitude of benefits ranging from educational luncheons to exercise classes, to preventative health care and maintenance. These programs are educational in nature and offer activities, fitness, nutrition options, massage therapy, reflexology, art therapy, and educational topics to engage this vast age demographic. In addition, we offer sports programs and fitness activities which include golf, bowling, pickleball, tennis, hiking, and softball leagues. In 2017 alone, over 460 volunteers served the Center by organizing fundraising events, working on many of our activities and programs, acted as lunchroom servers, or meals on wheels delivery drivers, and helping with community events hosted by other organizations. This equated to over 30,100 volunteer hours. The Center could not operate at the level it does without the generous hours of volunteer service we receive from our senior residents.

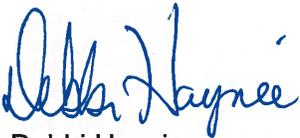
The Castle Rock Senior Center continues to strive to be a leader in helping seniors along with their families and values the communities it serves. The Center facilitated our 4th Annual Senior Life Expo at the Douglas County Events Center addressing seniors' needs for resources and provided information about ways to love life in the second half. Attendance at this expo far exceeded our expectations with over 550 people attending and 70 community partners representing senior interests. We were told by many attendees and businesses that they were able to help many seniors that day. We know that it is critical for seniors to be aware of the services available to them, and we plan to continue to be a leader for providing communication and information to the senior population. The center loves to partner with other community organizations by donating our volunteers and staff to help with community events including the Town of Castle Rock, Castle Rock Parks and Recreation, the Merchant's Association, local service organizations, (Kiwanis, Rotary, and Civitan) and the Chamber of Commerce.

As we look forward into 2019, we continue to anticipate the senior population growing, seniors are wanting more ways to stay active and many are in need of more transportation services. As our funding this past year remained level from funders, we have added more staff this year to help manage the additional demand on the center from the rising growth, but continue to operate a lean budget model. Through our other grants and fundraising, along with support from the town we are able to offer a level of services that is unmatched by other Centers. And to that end, we have received several visits this past year from other Senior centers in Colorado, asking us to share our model of services. Serving the seniors and the greater Castle Rock area is very important to our mission, and we will provide these services even when funding is low, if it is at all possible. The support that we receive from the Town, with in-kind services and funding, is vital for us to continue to provide the above mention activities, programs and services.

The administrator of the town contract will be Debbi Haynie, Executive Director for the Senior Center. Contact information is 720-733-4488, a direct line; email is dhaynie@crgov.com

We value our partnership with the Town and the support we receive through our service contract and transportation funding. We look forward to another year of providing the level of services that the Senior Center is known for and for being a key partner in the community.

Sincerely,



Debbi Haynie
Executive Director



Doris Rollins
Board President

**2019 SERVICE ORGANIZATION
FUNDING APPLICATION**

ORGANIZATION REQUESTING FUNDING:

**I. 2019 FUNDING REQUEST (Please use this form for this information and not another format.)
Breakdown of funds (For what specifically would monies from the Town be used?)**

<u>Transportation</u> – provide transportation for senior citizens	\$50,000
<u>Operational</u> – provide senior citizens with educational, social, health, recreational and volunteer opportunities, programs and services	\$70,000

TOTAL FUNDING REQUEST	<u>\$120,000</u>
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**II. 2019 PROJECTED ORGANIZATION BUDGET
(Please use this form for this information and not another format.)**

<u>2019 projected organizational budget</u> (Including funding from the Town)	<u>\$649,200</u>
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Projected sources of revenue

Town of Castle Rock	\$120,000
Activity Income/Misc.	\$72,200
Shuttle Donations	\$16,000
Grants	\$170,000
Membership Fees	\$37,000
Fundraising	\$110,000
Misc.	\$40,000
In kind Income	\$84,000

TOTAL PROJECTED REVENUE	<u>\$649,200</u>
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Projected expenditures
(By major budget category)

Activity Expenses	\$65,000
Payroll/Taxes/Misc.	\$282,200
Vehicles – Fuel/Maintenance	\$23,000
Depreciation	\$47,000
Office – Operations and Administration	\$50,000
Fundraising Expenses	\$28,000
Insurance	\$30,000
Other	\$40,000
In Kind Expense	\$84,000

TOTAL PROJECTED EXPENDITURES	<u>\$649,200</u>
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III. 2019 PROPOSED PERFORMANCE OBJECTIVES

Programs and Activities

- 1.) Provide over 130+ activities and/or events per month that are recognized as essential components to healthy and successful aging.
- 2.) Continue to serve over 2500 (duplicated) senior participants each month with social, cultural, and educational opportunities.

Transportation

- 1.) Continue to provide over 600+ rides to seniors and those adults with disabilities to medical appointments, social events, and basic living needs.
- 2.) Add at least 75 new riders to the transportation program.

Health & Wellness

- 1.) Continue to provide VOA low cost meals 3 times a week, and continue to coordinate Meals on Wheels weekly home deliveries to qualified clients.
- 2.) Continue to expand the wellness programming to serve the needs of the seniors.

Center Objectives

- 1.) Be a leader in the community outreach for Senior Resources – April 18th, 2019
5th Annual Senior Life Expo – Douglas County Events Center.

2018 Board of Directors and Staff

Executive Officers

President	Doris Rollins
Vice President 1st	Phyllis Tumey
Vice President 2 nd	OPEN
Secretary	Sherry Fogleman
Treasurer	Chuck Pauley

Standing Committee Chairs

Activities	OPEN
Community Liaison	Al Wonstolen
Membership	Kathy Stumpf
Sports	Dave Meyer
Transportation	Jon Hendricks

Professional Staff

Executive Director	Debbi Haynie
Office/Transportation Manager	Tina Whitby
Project/Event Coordinator	Mary Jo Fry
Volunteer Coordinator	Juli Asbridge
Activities Coordinator/Newsletter Editor	Shannon Rutt
Front Desk Coordinator	Michele Bellue
Kitchen Coordinator (PT)	Susan Santa-Maria Fenton