

**CITY OF STEVENSON- WASHINGTON GORGE ACTION PROGRAMS
SERVICE CONTRACT
2019 and 2020**

THIS CONTRACT, by and between **CITY OF STEVENSON**, a municipal corporation, hereinafter referred to as the "**CITY**", and **WASHINGTON GORGE ACTION PROGRAMS**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

RECITALS

Under RCW 35A.74.010 RCW the City of Stevenson may provide for the relief of the poor and destitute including the support of food banks and other emergent services.

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **CITY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **CITY** has the authority to contract for such services; that the contracting officer for the **CITY** is the Mayor of the City of Stevenson. Changes that require a change in the amount of the contract price shall require the approval of the Stevenson City Council.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **CITY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of one (1) page which has been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers.

4. **TERM OF CONTRACT**

The contract shall begin on January 1, 2019 and terminate on December 31, 2020; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$10,000.00 per year, including Washington sales tax,
- B. Payment on the account of the contracted services shall be made each year as follows:
 - 1-July @ \$3,334.00
 - 2-September @ \$3,333.00
 - 3-December @ \$3,333.00Payments are due within thirty (30) days of submission of accepted detailed invoice. A written report shall be submitted to the City as set forth in Attachment A.
- C. The **CONTRACTOR** agrees that funds received from the **CITY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **CITY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **CITY** harmless from any liability that might otherwise attach to the **CITY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **CITY** with evidence of general liability insurance naming the **CITY, its elected and appointed officials, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the **CITY** and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including

Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of **CONTRACTOR'S** performance of its work, unless such injury, death or damage is caused by the sole negligence of the City.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the **CONTRACTOR** or its agents and employees and the **CITY** or its appointed and elected officials, agents and employees, then the **CONTRACTOR** expressly and specifically agrees to hold the **CITY** harmless to the extent of the **CONTRACTOR** or its agents' and employees' concurrent negligence.

The **CONTRACTOR** specifically waives its immunity against the **CITY** under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the **CITY**. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. GOVERNING LAW.

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. ASSIGNABILITY.

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. EQUAL EMPLOYMENT OPPORTUNITY.

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.

4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **CITY**. The **CITY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. DISPUTES

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **CITY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the City Council of the City of Stevenson. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **CITY** department the contract is with; and
- E. be mailed to the City of Stevenson, P.O. Box 371 Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. WAGE AND HOUR COMPLIANCE.

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the City harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. DEFAULT/TERMINATION/DAMAGES.

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **CITY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days' notice, in writing, of the **CITY'S** intent to terminate

and the reasons for said termination.

- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **CITY**, become the **CITY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **CITY** shall be entitled to damages, computed by subtracting from the cost to the City in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **CITY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

IN WITNESS WHEREOF, the **CITY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

CITY OF STEVENSON

**WASHINGTON GORGE
ACTION PROGRAMS**

Scott Anderson, Mayor

Date

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

**Kenneth B Woodrich, PC
City Attorney**

ATTACHMENT "A"
SCOPE OF WORK
CONTRACT BETWEEN WASHINGTON GORGE ACTION PROGRAMS
AND CITY OF STEVENSON FOR STEVENSON FOOD BANK

It is recognized by both parties that the \$10,000.00 per year in City funds for this contract is to be used to supplement food bank services in Skamania County and shall not in any way negatively affect the amount of other funds or services made available for the Stevenson Food Bank by the Contractor.

In consideration of the \$10,000.00 received per year, the Contractor shall provide the following services at the Stevenson Food Bank:

1. Operate a food bank open to the public at least one day per week, six hours per day of operation. Contract funds may be used to pay staff, rent, utility costs, and food acquisition.
2. Provide food to qualified persons when food is available through the food bank.
3. Screen all persons requesting assistance for need based on state and federal criteria.
4. Provide referral service, following Contractor guidelines, to other social services agencies for persons identified as needing service beyond those of the food bank.
5. Provide administrative support for the Stevenson Food Bank, including the preparation and administration of grants that affect the Stevenson Food Bank. Provide quarterly reports to the City and the Stevenson Food Bank Committee that describe the services provided for the month and the expenditure of contract funds for the month and contract-to-date. Reports shall also include information regarding all food bank activity and distribution for Washington Gorge Action Programs for Klickitat and Skamania Counties. Reports shall be due 10 days after the last day of the month. Up to \$1,000 per year (10% of the total contract amount) may be used for administrative services costs.
6. Work cooperatively with the Stevenson Food Bank Committee in determining services to be provided, budgeting and other matters affecting the Stevenson Food Bank.