

**CITY OF STEVENSON
PERSONAL SERVICES CONTRACT**

This contract is between the City of Stevenson and Sound Employment Solution, LLC hereafter called Contractor. City's Contract Administrator for this contract is Leana Kinley, City Administrator.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2019.

Statement of Work

- (a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.
- (b) The completion schedule for the work is identified in Exhibit A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$20,000 for accomplishment of the work, including any allowable expenses.
- (b) Interim payments shall be made to Contractor according to the schedule identified in Exhibit A.

Travel and other expenses

Reimbursement of travel and other expenses is allowed only in accordance with City travel policy effective at the time of contract execution except as further defined in Exhibit A.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Janice Corbin, Principle Address: Sound Employment Solution, LLC
Social Security No: _____ 1170 Mukilteo Speedway, Ste 201
Federal Tax ID No: 91-2123426 Mukilteo, WA 98275
Contractor License No: 602-130-092

Citizenship: Non resident alien Yes No
Business Designation (Check one): Individual Sole Proprietorship
 Partnership Estate/Trust
 Corporation Public Service Corporation
 Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Leana Kinley, City Administrator Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contract is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability
Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its

subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Leadership Team Development – City of Stevenson
Submitted by Janice Corbin, Sound Employment Solutions, LLC

I. Introduction

Leana Kinley, City Administrator for the City of Stevenson (“City”), contacted Janice Corbin of Sound Employment Solutions, LLC (“Consultant”) and requested assistance in helping the City’s Leadership Team (“LT”) develop new strategies for more effectively manage the increased demands the City is facing. Increased business development and growth has put a greater emphasizes on the need for the Leadership Team to work together more cohesively, to respond more quickly, and make decisions more comprehensively.

This proposal is being submitted absent direct knowledge of each member of the Leadership Team, which includes the Planning, Public Works, and Administrative Services. Based on the information the City Administrator shared with the Consultant, it appears the Leadership Team is struggling with managing competing demands when faced with resolving complex problems when the team encounters conflict or personality clashes, and in determining the plan for moving forward. The lack of the team’s common goals and well-established internal processes and procedures, the team will struggle in managing the demands the City is facing with increased economic growth, additional oversight by regulatory agencies, and the City’s business and residential communities.

The Consultant will work with the City Administrator and the members of the Leadership Team in determining the team’s short/long-term goals, and in implementing an effective mechanism and processes that will bring consistency in how the City conducts business and delivers services.

This work may be incorporated into a Strategic Plan.

II. Objectives

The Consultant will work with the Leadership Team as a group and as individuals using a SWAT analyzes approach to determine the primary objectives of each department, the reliance of each department on others, and what prevents the team from working together cohesively.

The Consultant will provide the team members with different strategies to use when faced with increased demands for service, how to make decisions and solve complex problems encountered for the first time, and how to resolve conflict and differences (internal and external) productively.

The Consultant will provide the members of LT with a variety of tools they may use to re-establish trust within the team, with employees, and with the community members. Additional tools will include problem-solving and decision-making models, conflict resolution techniques, how to hold each mutually accountable using a crucial conversation format, and an instrument the team will use to self-evaluate its effectiveness in using the tools and strategies established as part of their work with the Consultant.

The Consultant's work will be delivered in a series of mini-workshops (3 hours), one-on-one coaching sessions, facilitated discussions, and online training (designed by the Consultant). Subjects covered as part of the training may include the following: The Four Characteristics of Success Teams, How to Resolve Conflict and Conduct Crucial Conversations, and Strategic Thinking – A to Z.

The goal of the Consultant's work will be for the Leadership team to produce a higher quality of work, communicate more effectively internally and externally, and better utilization of the City's financial and staffing resources.

III. Logistics

The City will provide the Consultant with copies of relevant job descriptions, personnel policies and evaluation instrument, and any plans/goals as determined by the City Council, or government or regulatory agency.

The Consultant will begin the work by interviewing the key parties to include all department heads and the City Administrator. After the interviews, the Consultant will present the City Administrator with an outline of the training, coaching, and tools the LT will learn via training and coaching. Once approved, the Consultant and City Administrator will work together to schedule the dates and time of the work to be completed. The Consultant will maintain and provide to the City a contact log of all phone calls, online training, or coaching sessions (absent content and identify of the individual employee) as evidence of work completed.

Additional work with the City Council or required attendance of the Consultant at a City Council meeting is outside of the estimated budget. The Consultant welcomes the opportunity to work with City Council members, but that body of work will need to be budgeted.

IV. Estimated Budget

The Consultant estimates the scope of work takes 40- 60 hours to accomplish, but the project is based on a budget of \$10,000 over the four-month duration of the project and not on an hourly rate. The Consultant and the City will work to complete the work over a four-month period, which will include a follow-up session in early November.

Exhibit A

The Consultant will charge the City a monthly flat rate of \$2,250 per month, payable monthly in arrears, for the months of July, August, September and October of 2019. The final payment of \$1,000 will be paid with the completion of the final meeting/evaluation process completed in November.

Additionally, the Consultant will be reimbursed for mileage for travel from La Center, WA to Stevenson, WA at the then current federal mileage rate, and one meal a day consistent with the state per diem rate when on site for more than 3 hours. On the rare occasion when an overnight stay is necessary and City agrees, the City will reimburse the Consultant for the hotel costs at an agreed-upon rate.

Either party may terminate this agreement at any time for any reason. In case of termination, the City will pay the Consultant a prorated sum for the work done up and until the date of notice of termination at the flat fee rate. This cause allows the City to terminate the Consultant's work at any point if the City Administrator or Council decides the work is unproductive or the goals have been met.

The parties agree Consultant is an independent contractor and not an employee of the City of Stevenson. Consultant shall obtain City business license and maintain vehicle liability insurance at all times while performing this contract.

V. Contact Information

Janice Corbin, Principle
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Mukilteo, WA 98275
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FED ID 91-2123426
IUB 602-130-092