

## **Tenino Police Department**

### **Grant Writing/Program Planning Services/ for Law Enforcement/Corrections/DV**

This contract, executed in the City of Tenino on the date indicated below between the City of Tenino, hereinafter referred to as “TENINO,” and Justine Capra, hereinafter referred to as the “CONTRACTOR,” to secure the personal services of the CONTRACTOR to provide services for the City of Tenino. By signing below, the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as follows:

**TENINO:**

David Watterson, Mayor  
City of Tenino  
149 Hodgden St S.  
Tenino, WA 98589  
360-264-2368

**CONTRACTOR:**

Justine Capra  
11300 Yelm Hwy SE  
Olympia, Wash. 98513  
(360) 439-2898

On behalf of TENINO, all communications for this contract shall be through: Chief of Police, Robert Auderer and Police Clerk, Maria Rodriguez.

2. **TENINO:** TENINO is a city, located in Thurston County Washington. The governing representative body of TENINO, enter contracts with various funding entities to provide services to members of TENINO, and hereby enters into this contract through its representatives to secure the personal services of the CONTRACTOR to satisfy requirements of those contracts.
3. **CONTRACTOR:** TENINO is contracting with the CONTRACTOR because of their special knowledge and skills in grant writing and program planning/development. Accordingly, this contract is not assignable by the CONTRACTOR. The CONTRACTOR is an independent contractor and is not an employee of the city of TENINO.
4. **CONTRACTOR’S DUTIES AND RESPONSIBILITIES:** The CONTRACTOR shall provide TENINO with professional services in support of the Tenino’s Law Enforcement/Corrections/DV and other services as needed. These duties shall include:
  - a. Provide support to Program Needs Assessment efforts, as requested:
  - b. Provide support to development of Program Long Range Goals and Objectives, as requested:
  - c. Provide support to development of Program Strategic Action Plan and timeline, as requested:

- d. Provide Grant Writing services in support of program planning, development, capacity building and service delivery, as requested:
  - e. Provide support to staff development and training efforts, as requested:
5. The CONTRACTOR will provide these services under the supervision of Director, not to exceed \$5,000 without prior approval of the City of Tenino Administrator at the rate of \$75.00/hr.
  6. **TERMS OF CONTRACT:** The contract start-up date shall be the date this contract is signed by both parties, and shall expire on December 31, 2024, unless otherwise extended in writing at the option of TENINO. In-house routing and review are to be completed prior to contract signature. Contract work shall not begin until the contract is signed.
  7. **COMPENSATION:** Total compensation under this contract shall not exceed five thousand dollars (\$5,000.00) for deliverables stated. Compensation shall not include travel time, mileage or other travel-related expenses. The CONTRACTOR shall submit either a monthly or bi-monthly billing to TENINO. As an independent contractor, the CONTRACTOR shall be solely responsible for payment of applicable federal and state taxes and workman's compensation insurance coverage. The Contractor shall also be responsible for his/her own medical insurance, dental insurance, retirement, and all other fringe benefits. If an independent contractor is paid at an hourly rate, the parties to this Contract recognize and agree that it is a matter of convenience, and that the contractor must complete the job within the time estimate the parties have agreed to.
  8. **PAYMENT:** The CONTRACTOR shall submit dated, itemized invoices, to the Program Director for work performed under this contract. Upon Financial Services' receipt of the signed and approved invoice payment shall be provided within fourteen (14) days.
  9. **ASSIGNMENT OF CONTRACT:** The CONTRACTOR will not assign, transfer, convey, pledge or encumber this contract or the right, title or interest, or their power to execute same; or any monies due hereunder, without the consent in writing of TENINO, this agreement being intended to secure the personal/professional services of the CONTRACTOR.
  10. **TERMINATION:** Either party may terminate this contract immediately for cause with written notice to the other party. Either party may terminate this contract without cause within thirty (30) days of notice to the other party. Notice shall be in writing and shall not be effective until received by the other party, either through regular mail or by hand delivery. TENINO may terminate this contract with written notice to the CONTRACTOR immediately upon TENINO's receipt of notice that funds are not available through its funding sources to pay the CONTRACTOR for his/her services under this contract. Termination under this clause shall relieve the CONTRACTOR from his/her outstanding duties to perform and TENINO from its outstanding duty to pay for services not performed.

11. **GOVERNING LAWS:** The laws of the City of Tenino shall govern this contract. The venue for any cause of action to enforce the terms of this contract shall be by the City of Tenino Municipal Court.
12. **CONFIDENTIALITY:** The CONTRACTOR will abide by all Federal, State and requirements regarding confidentiality of client information. The CONTRACTOR further agrees to keep strictly confidential any personal information given to him/her in fulfilling the duties of this contract.
13. **FILES, RECORDS AND DOCUMENTATION:** Any file, record, statistics or other information generated by the CONTRACTOR or to which the CONTRACTOR gains access is the sole property of TENINO and may not be used in any reports, publications or other documents public or private.
14. **MODIFICATIONS:** No subsequent modifications or amendments of this agreement shall be in force or effect unless signed in writing by the authorized representative of the TENINO and the CONTRACTOR made part of this agreement.
15. **ENTIRE CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties. No Contract or understanding, verbal or otherwise, of the parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Contract or subsequent written amendments.
16. **TITLE AND HEADINGS:** All titles and paragraph headings utilized within this Contract are for the convenience of the parties only. The headings have no independent meaning separate from the paragraph to which they refer.
17. **SEVERABILITY:** If any term or provision of this Contract is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.
18. W9: Completed W9 required. Provided with contract on (date) \_\_\_\_\_ and received by (initial) \_\_\_\_\_ in Financial Services OR on file \_\_\_\_\_.

By: \_\_\_\_\_  
Mayor  
City of Tenino

By: \_\_\_\_\_  
Contractor  
Justine Capra

Date: \_\_\_\_\_

Date: \_\_\_\_\_