

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.: _____
Subject: Resolution No. 2016-W Approving a
Contract for Personal/Professional
Services between the Town of
Eatonville and the Eatonville School
District.

Meeting Date: October 10, 2016
Prepared by: Kathy Linnemeyer
Town Clerk

Summary: The purpose of this contract for personal/professional services. The Eatonville School District is in receipt of a grant from the Washington Schools Risk Management Pool and is able to use a portion of the grant for a security assessment. They have reached out to the Eatonville Police Department for assistance with a security assessment of their facilities. The Eatonville Police Department has an Officer who has attended the necessary training and is certified to perform the security assessment.

There will be no additional costs incurred by the Eatonville Police Department to perform the security assessment. The Eatonville Police Department will be responsible for retaining all books, records, documents and other materials relevant to this contract for six (6) years as required by the Washington State Archives & Records Management Division.

Recommendation: Staff recommends adoption of Resolution No. 2016-W approving a contract for Personal/Professional Services with the Eatonville School District not to exceed \$1,700.00.

Motion for consideration: I move to adopt Resolution No. 2016-W approving a contract for Personal/Professional Services with the Eatonville School District not to exceed \$1,700.00.

Fiscal Impact: None.

Attachments: Resolution No. 2016-W

RESOLUTION NO. 2016-W

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON APPROVING A CONTRACT FOR
PERSONAL/PROFESSIONAL SERVICES WITH THE
EATONVILLE SCHOOL DISTRICT**

WHEREAS, the Eatonville School District is in receipt of a grant from the Washington Schools Risk Management Pool. A portion of the grant is eligible to perform security assessments; and

WHEREAS, the Eatonville School District has submitted a contract for personal/professional services to the Eatonville Police Department to perform a security assessment and recommend changes based on the assessment; and

WHEREAS, the Eatonville Police Department has an Officer who has attended the necessary training and is certified to perform the security assessment; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Contract for Personal/Professional Services with the Eatonville School District #404 in an amount not to exceed \$1,700.00 is approved in the form attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 10th day of October, 2016.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

CONTRACT FOR PERSONAL/PROFESSIONAL SERVICES

Between

EATONVILLE SCHOOL DISTRICT #404
P.O. Box 698 Eatonville, Washington 98328

And

Eatonville Police Department
201 Center Street West
Eatonville, WA 98328
(360) 832-6111

(Hereinafter referred to as the Consultant/Contractor)

In consideration of the promises and conditions contained herein, the Eatonville School District and the Consultant/Contractor do mutually agree as follows:

1.0 CONSULTANT/CONTRACTOR RESPONSIBILITIES

Consultant/Contractor shall perform the following duties to the satisfaction of the Eatonville School District Superintendent or his designee.

The objectives of this contract shall be as follows:

The Eatonville Police Department will provide an officer with training on doing school site security assessments. Following that training, said officer will work with the District to complete a security assessment and recommend changes based on that assessment.

2.0 EATONVILLE SCHOOL DISTRICT RESPONSIBILITIES

In consideration of the Consultant/Contractor's satisfactory performance of the responsibilities set forth herein, the Eatonville School District shall compensate and/or reimburse Consultant/Contractor as follows:

Total compensation and/or reimbursement of Consultant/Contractor expenses will not exceed the totals stated in paragraph 2.2 below.

The Eatonville School District shall compensate the Consultant/Contractor within (45) days receipt of a properly executed Personal/Professional Services Claim Form and/or invoice.

Consultant/Contractor shall be compensated for a total of \$1,700.00.

2.2.2 Subsistence, lodging, transportation (see 2.2.1) and arrangements, and all other costs, such as supplies, etc., are the responsibility of the Consultant/Contractor.

All payments for compensation and/or expenses to the Consultant/Contractor shall be considered upon the Consultant/Contractor's submission of appropriate forms and/or invoices which support the performance for which payment is requested. Approval of all compensation claims shall be conditioned upon the Consultant/Contractor's performance of responsibilities stated in paragraph 1.0 to the satisfaction of the Eatonville School District, provided that such an approval shall not be reasonably withheld.

Except as expressly provided herein, all expenses necessary to the Consultant/Contractor's satisfactory performance of the Contract shall be borne in full by the Consultant/Contractor.

Any date specified herein for payment(s) to the Consultant/Contractor shall be considered extended as necessary to process and deliver an Eatonville School District warrant for the amount(s).

3.0 PROHIBITION AGAINST ASSIGNMENT

Neither this Contract nor any interest therein may be assigned by either party without first considered extended as necessary to process and deliver an Eatonville School District warrant for the amount(s).

4.0 INDEPENDENT CONTRACTOR STATUS OF CONSULTANT/CONTRACTOR

Consultant/Contractor and Consultant/Contractor's employees and agents shall perform all duties pursuant to this Contract as an independent contractor. The Eatonville School District shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of Consultant/Contractor or Consultant/Contractor's employees or agents. Personal liability insurance is the responsibility of the Consultant/Contractor and shall not be provided by the Eatonville School District.

Consultant/Contractor certifies they are customarily engaged in the business for which the Contract is written, that they are responsible for filing a schedule of expenses with the internal Revenue Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license and that they are maintaining a separate set of books and records reflecting items of income and expenses for their business.

5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant/Contractor or Consultant/Contractor's employees or agents' performance or failure to perform duties pursuant to this Contract shall be Consultant/Contractor's sole obligation, and Consultant/Contractor shall defend, pay costs of defense, indemnify and hold harmless the Eatonville School District and the Eatonville School District's employees and agents in full for any and all such acts or failures to act on the part of Consultant/Contractor or Consultant/Contractor's employees or agents. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any

copyright, patent, trademark, trade name, or otherwise results in an unfair practice or in unlawful restraint of competition.

6.0 DRUG-FREE WORKPLACE

Consultant/Contractor and Consultant/Contractor's employees or agents shall perform all duties pursuant to the Contract in compliance with the intent of the Eatonville School District #404 drug-free workplace policy and hereby acknowledges receipt of this policy on the date the Contract is signed.

7.0 CRIMINAL ACTIVITY

The Consultant/Contractor and Consultant/Contractor's employees or agents shall perform all duties pursuant to the contract without conviction of any crime against persons, nor be found in any dependency, action by a court in a domestic relations-proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.

The Consultant/Contractor shall ensure that the Consultant/Contractor and Consultant/Contractor's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the Consultant/Contractor and Consultant/Contractor's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system, prior to performing services under this Contract.

8.0 TERMINATION

This Contract may be terminated by the Eatonville School District Superintendent at any time, with or without reason, upon written notification thereof to the Consultant/Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant/Contractor as of midnight of the second day following the date of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by Consultant/Contractor by mail or other means at an earlier date and/or time.

The Eatonville School District will assure that any allegation of misconduct will be promptly and thoroughly investigated. During the period of investigation, the Consultant/Contractor may be temporarily suspended to allow a complete and thorough investigation. Eatonville School District agrees to contact Consultant/Contractor immediately should the severity of the allegation warrant removal of the Consultant/Contractor from the premises.

Eatonville School District agrees to review any allegations of misconduct with Consultant/Contractor and to keep them apprised of the investigation process and outcome. Eatonville School District also agrees that the investigation process will focus on ensuring safety and fairness for all parties involved. If the result of the investigation confirms the allegation of

misconduct and the severity warrants the termination of the contract employee, The Eatonville School District will immediately notify the Consultant/Contractor.

Eatonville School District's determination that the allegation warrants removal of the Consultant/Contractor is final and binding.

9.0 VERBAL AGREEMENTS

The written Contract constitutes the mutual agreement of Consultant/Contractor and the Eatonville School District in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements, not incorporated herein, unless made in writing between the parties hereto, shall be binding.

10.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Pierce County, Washington.

The Consultant/Contractor shall comply, where applicable, with the Contract Work Hours and Safety Standards Act and any other applicable Federal and State statutes, rules and regulations.

The Consultant/Contractor and Consultant/Contractor's employees or agents shall inform the Eatonville School District in writing, and prior to performing any services under the Contract, if Consultant/Contractor and Consultant/Contractor's employee or agents are past or present Washington State Employees. Written notification shall include the individual's name, social security number, date(s) of employment and last employer.

11.0 NONDISCRIMINATION

Eatonville School District #404 complies with all state and federal rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities. This holds true for all district employment and opportunities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX/Chapter 28A.640 RCW Officer and/or Section 504 I ADA Coordinator.

Title IX/Chapter 28A. 640 RCW Officer: Denise Walters, Eatonville School District, PO Box 698, Eatonville, WA 98328, (360) 879 1000. Section 504 I ADA Coordinator: Cristin Blaskowitz, Eatonville School District, PO Box 698, Eatonville, WA 98328, (360) 879-1800.

All employees are required to furnish proof of identity and employment authorization status. New employees will be required to undergo a background check through the Washington State Patrol criminal investigation system and the Federal Bureau of Investigation, at the applicant's expense. The Eatonville School District is committed to providing a drug-free, smoke-free environment for all.

ETHICAL CONDUCT

Neither the Consultant/Contractor nor any employee or agent of the Consultant/Contractor shall participate in the performance of any duty pursuant to this Contract in which duty such person has participated as an employee of the Eatonville School District and the Consultant/Contractor shall ensure there are no violations of Chapter: 42.23 RCW, Code of Ethics for Municipal Officers - Contract Interests.

Neither the Consultant/Contractor nor any employee or agent of the Consultant/Contractor shall participate in the performance of any duty or service, in whole or in part, under this Contract that is in violation of the Ethics in Public Service law in RCW 42.17.130 related to campaign finances and lobbying and RCW 41.06.250 prohibiting the use of Public resources for political activities.

13.0 DISPUTES

Notice of potential disputes between the Consultant/Contractor and the Eatonville School District on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the Eatonville School District Board of Directors, whose decision shall be final.

14.0 OWNERSHIP OF WORK PRODUCTS

Data which originates from this contract shall be "work/or hire" as defined by the U.S. copyright act of 1976 and shall be owned by the Eatonville School District. Data shall include, but not be limited to, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer ownership of data.

This section shall not be construed to grant ownership to the Eatonville School District for materials that were not originated under this Contract. Materials generated prior to the beginning of this Contract and/or not originated under this Contract are not owned by the Eatonville School District.

15.0 NON-COLLUSION/DEBARMENT STATEMENT

Any contract services between Consultant/Contractor and Eatonville School District has been made in good faith and not in the interest of any person. Consultant/Contractor has not directly or indirectly induced or solicited any other offeror to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding, and Consultant/Contractor has not in any manner sought by collusion to secure for itself an advantage over any other offeror. Neither

Consultant/Contractor nor any individual, who shall perform work for the Consultant/Contractor, has a possible conflict of interest with the State of Washington or the Eatonville School District. Neither Consultant/Contractor nor any of its officers, directors, or employees directly involved in obtaining or performing contracts with public establishments has, to the best of the Consultant/Contractor's knowledge, information and belief, ever been suspended or debarred by any public entity and no suspension or debarment is pending.

16.0 COPYRIGHT

The Consultant/Contractor shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the Eatonville School District, as discussed in the previous section.

17.0 RECORDS, DOCUMENTS AND REPORT

The Consultant/Contractor shall maintain books, records, documents and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by law, rule, regulation or contract. These records will be available in order to make audit examinations, excerpts and transcripts. The Consultant/Contractor shall retain all books, records, documents and other materials relevant to this contract for six (6) years after settlement and make them available for inspection by persons authorized under this provision.

18.0 EFFECTIVE DATE-DURATION

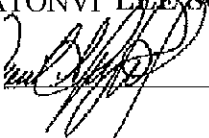
This Contract shall commence on 00/00/2016 and shall terminate on 00/00/2016 with the exceptions of Section 5.0 (Indemnification), Section 14.0 (Ownership of Work Products), Section 16.0 (Copyright) and Section 17.0 (Records, Documents and Reports) which shall continue to bind the parties, their heirs and successors. The Consultant/Contractor shall be allowed a reasonable extension of time upon the existence of reasonably unforeseen circumstances not caused by any act or failure to act of the Consultant/Contractor which renders the timely completion of the services impractical.

IN WITNESS WHEREOF, the Eatonville School District and the Consultant/Contractor have executed this Contract consisting of seven (7) pages.

EATONVILLE SCHOOL DISTRICT

CONSULTANT/CONTRACTOR

By



By

Business Manager

Title

Title

Date

9/2/16

Date

Washington Business Department of Revenue
Unified Business Identifier #

Social Security # _____
or
IRS Tax ID# or UBI#

Incorporated? Yes No

Who certifies that he/she is the Consultant/Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/Contractor so identified in the foregoing Contract.