



**RESOLUTION NO. 4303**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AUBURN, WASHINGTON, AUTHORIZING  
THE MAYOR AND CITY CLERK TO EXECUTE A  
CONTRACT WITH THE AUBURN FOOD BANK**

WHEREAS, the City of Auburn is engaged in various municipal functions,  
including human services; and

WHEREAS, in order to provide for such services, it is appropriate that the  
City enter into to contracts with other agencies; and

WHEREAS, the City has negotiated a contract with the Auburn Food Bank  
to provide to the City and to its residents financial help to pay for heating bills,  
water/sewer utilities, shelter and other emergent financial needs at a cost that is  
acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,  
WASHINGTON, HEREBY RESOLVES as follows:

**Section 1.** That the Mayor and the City Clerk are authorized to execute  
an agreement in substantial conformity with the Agreement attached hereto,  
marked as Exhibit "A" and incorporated herein by this reference.

**Section 2.** That the Mayor is authorized to implement such administrative  
procedures as may be necessary to carry out the directives of this legislation.

**Section 3.** That this Resolution shall take effect and be in full force  
upon passage and signatures hereon.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF AUBURN**

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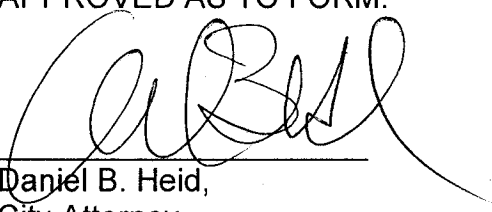
PETER B. LEWIS  
MAYOR

ATTEST:

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Danielle E. Daskam,  
City Clerk

APPROVED AS TO FORM:



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Daniel B. Heid,  
City Attorney

## CONTRACT FOR HUMAN SERVICES

FY 2008 and 2010

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 is by and between the City of Auburn, a code city and municipal corporation of the State of Washington, hereinafter referred to as "City," and **Auburn Food Bank**, hereinafter referred to as "Agency," to cover the **City of Auburn Voluntary Utility Bill Donation Program ("Auburn Cares" Program)**:

WITNESSETH:

WHEREAS, the City of Auburn, by Resolution No. 4303, adopted a human services policy to provide for the delivery of human services by private human services agency under contract with the City of Auburn; and further, authorized the Mayor to enter into a contract with Agency for the performance and delivery of such services; now, therefore, in consideration of the mutual promises, terms and covenants herein set forth it is agreed as follows:

1. Services. Agency shall provide to the City and to its residents **financial help to pay for heating bills, water/sewer utilities, shelter, and other emergent financial needs.**

2. Compensation. The City of Auburn shall pay Agency for completed services rendered under this Agreement **the total sum collected from utility billings under the City of Auburn Voluntary Utility Bill Donation Program ("Auburn Cares" Program) that are made during the term of this Agreement.** Said amount(s) shall be the total compensation for all services performed by Agency, including all reports, supporting data, supervision, labor, supplies, materials, equipment, or the use thereof and for all other necessary incidentals.

Agency shall submit a statement to the Mayor or his designee, no less than quarterly, together with supporting documentation to the City no later than ten working days after the close of each quarter. In no event shall a total of all payments for completed services rendered under this agreement exceed the amount(s) set forth above.

Agency agrees that the services for which it seeks compensation under the terms of this Agreement shall be or have been performed solely for the residents of the City of Auburn.

3. General Administration and Management. The Mayor or his designee shall have administrative responsibility for the City's performance under this Agreement and shall review and may approve for payment of all statements and bills submitted by Agency to the City for its performance under this Agreement. The Executive Director of Agency shall be responsible for overall administration of the services by Agency under the terms of this Agreement and for coordination with the City. Such coordination shall be accomplished through the Finance Director.

4. Recordkeeping/Documentation. Agency shall maintain records and accounts including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to insure proper accounting for all funds contributed by the City to the performance of this Agreement in compliance with this Agreement. These

records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City and any other governmental agency so authorized by law during the performance of this Agreement. The City shall have the right to an annual audit of agency's financial statement and condition.

5. Termination of Agreement. **The term of this Agreement shall be effective February 19, 2008 and end effective December 31, 2010**, provided either party hereto may terminate or suspend this Agreement at any time with or without cause by giving ten (10) days notice to the other party in writing. Termination or suspension shall be effective ten days after the receipt of notice thereof by certified mail. In the event the City terminates or suspends this Agreement, Agency shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination or suspension. If Agency's insurance coverage as required by this Agreement is cancelled for any reason, the City shall have the right to terminate this Agreement.

6. Hold Harmless/Indemnification. Agency agrees to indemnify, defend, and save harmless the City or its officers, agents, or employees, for any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; due to the tortuous acts or omissions of the Agency, its agents, servants, officers or employees provided, however, that such provision shall not apply to the extent that damage or injury results from the sole fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

7. Insurance. Agency agrees to maintain and keep in force during the term of this Agreement a standard form public liability policy, the limits of which shall not be less than \$1,000,000, combined limits, personal injury and property damage insurance. If services to be provided include transportation by motor vehicle, then Agency agrees that automobile liability insurance will be maintained which at a minimum provides a business automobile policy with \$1,000,000 combined single limit per accident for bodily injury and property damage. If the services to be provided will include professional services, then Agency agrees to maintain professional liability errors and omissions insurance with minimum limits of no less than \$1,000,000. For purposes of this section, "professional services" shall mean any service provided by a physician, psychologist, or other licensed professional.

If any policies of insurance are written on a "claims made basis," Agency agrees to maintain such insurance coverage for a period of not less than three (3) years following the completion of the services to the City under this Agreement.

Certification of coverage as required by paragraphs above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. General Provisions. Agency shall not deny or substantially impair any person's receipt of services or benefits or assistance under this Agreement on the grounds of age, sex, marital status, race, creed, color, sexual orientation, nationality, sensory, mental, or physical handicap.

**Agency agrees it shall use all sums collected under this Agreement to provide direct services only. Further that none of the money received under this Agreement will be used for administrative expenses.**

Agency and the City agree that Agency is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to Agency or any employees of the Agency.

This Agreement may not be assigned or otherwise transferred by either of the parties hereto.

Agency agrees to comply with all applicable federal, state, and local laws and regulations regarding non-discrimination and employment. Agency shall not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, sexual orientation, nationality, or the presence of any sensory, mental, or physical handicap, except where there is a bona fide occupational limitation.

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties hereto.

**This Agreement will terminate on December 31, 2007** unless otherwise extended by mutual agreement of both parties in writing.

Notices to the City of Auburn shall be sent to the following address:

**Shelley Coleman, Finance Director  
City of Auburn  
25 W. Main Street  
Auburn, Washington 98001**

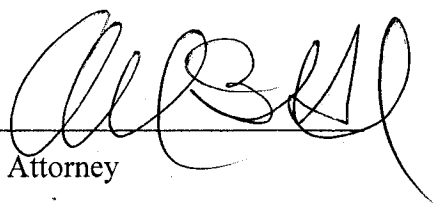
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF AUBURN

Auburn Food Bank  
Agency

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Agency Executive Director

By:   
City Attorney

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE:  
\_\_\_\_\_