

## **AGREEMENT FOR PARTNERSHIP WITH THE MOSES LAKE COMMUNITY COALITION**

### **CITY OF MOSES LAKE**

This agreement for Partnership with the Moses Lake Community Coalition (hereinafter the "Agreement") is executed by and between the **CITY OF MOSES LAKE**, a municipal corporation of the State of Washington (hereinafter the "City"), with offices at 401 Balsam St, Moses Lake, Washington 98837, and Renew, Moses Lake Community Coalition (hereinafter the "Recipient").

#### **I. Recitals**

- A. Whereas, The Coalition will partner with diverse community sectors to provide social emotional support utilizing the PAX Good Behavior Game program to high need neighborhoods. Efforts will encourage parents, families, and youth to build resiliency skills and learn to manage stress in healthy ways for the purpose of promoting strong and healthy Moses Lake families; and
- 8. Whereas, The Coalition will partner with the Grant County Suicide Prevention Taskforce to locally distribute suicide prevention efforts and resources to the Moses Lake Community. Efforts ensure local event and activity programming, community capacity building and evidence-based guidance; and
- C. Whereas, The Coalition will facilitate youth-led meetings, assist in community bonding event planning, conduct youth prevention activities, assure youth attendance at skill building conferences, and co-host other youth led activities; and
- D. Whereas, The Coalition will provide City Council with a report on the provision of these services and current community trends on a quarterly basis. The support will also strengthen staff's capacity to provide leadership and guidance to the Moses Lake Community Coalition to develop a strategic and sustainability plan; and
- E. Whereas, the Coalition is a nonprofit corporation with charitable tax exempt status under Internal Revenue Code Section 501(c) (6) whose primary

purpose is providing mental health services including, but not limited to, stress management training, suicide prevention and substance abuse prevention.

- F. Whereas, the Recipient has the expertise and experience to arrange for said services in the Proposal and is willing to do so in accordance with the terms and conditions of this Agreement.

## II. Agreement

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, the City and the Recipient agree as follows:

1. **PURPOSE.** The Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing the services of the Moses Lake Community Coalition.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2023 through December 31, 2023.
3. **LIAISON.** The City's Project Manager for this Agreement is Allison Williams, City Manager. The Recipient's responsible person is Community Relations Manager, Renew.
4. **SCOPE OF WORK.** The Recipient shall use the funds received from the City to promote 1) Community Mental Health; 2) Suicide Prevention; 3) Active Youth Mentorship. Such funds may also be used to defray Recipient's costs incurred from managing and administering such activities.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
  - A. The City shall pay the Recipient \$12,000 for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described above. The payment of funds would be made in four payments, with twenty-five percent (25%) invoiced quarterly accompanied by a report of activities.

B. The City agrees to financially assist the Recipient only for activities detailed in the Exhibits specified above. The City will make payment to the Recipient no more than thirty (30) days after a reimbursement request is received and approved by the City. In the event that the Agreement is terminated prior to expiration of the one-year term of this Agreement, the Recipient shall be compensated on a pro-rata basis for work performed through the termination date.

**6. REPORT ON EXECUTION OF SERVICES**

The recipient will provide a report to City Council detailing the work performed, program expenditures, and any related statistical data quarterly.

**7. EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

**8. ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the City with appropriate clarification and/or financial adjustments (i.e. reimbursements) within thirty (30) calendar days of notification of the discrepancy.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

A. The Recipient shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in

connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Recipient and the City, its officers, officials, employees, and volunteers, the Recipient's liability hereunder shall be only to the extent of the Recipient's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Recipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- D. Nothing contained in this Section or this Agreement shall be construed to vest a right of defense and/or indemnification in any third party.
- E. The provisions of this Section shall survive the termination or expiration of this Agreement with respect to any event occurring prior to such expiration or termination.

**10. INSURANCE.**

Contractor shall obtain and keep in force during the terms of the agreement the following insurance with companies with a current AM. Best rating of not less than A:VII or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

10.1 Worker's compensation and employer's liability insurance as required by the State of Washington.

10.2 General commercial liability insurance in an amount not less than a single limit of \$2,000,000 for bodily injury, including death and property damage per occurrence, \$2,000,000 general aggregate.

Excepting the worker's compensation insurance secured by Contractor, the City will be named on all certificates of insurance as an additional insured. The insurance

policy shall contain, or be endorsed to contain that the Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall furnish the City with verification of insurance and endorsements required by this agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Contractor shall submit a verification of insurance as outlined above within 14 days of the execution of this agreement to the City. No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this agreement, or otherwise in law. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

11. **COMPLIANCE WITH LAWS.** The Recipient shall be duly licensed and shall provide all services under this Agreement in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
12. **NONDISCRIMINATION.** The Recipient agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this agreement is executed. The Recipient also agrees that these funds will not be used to provide religious instruction or counseling, conduct religious worship or services or exert other religious influence.

**THE AMERICANS WITH DISABILITIES ACT.** The Recipient shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. (ADA) and its implementing regulations and Washington State's anti-discrimination law as set forth in Chapter 49.60 RCW ("WLAD") and its implementing regulations, with regard to the provision of services under this Agreement. The ADA and the WLAD provide

comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services and telecommunications.

**14. TERMINATION; REDUCTION IN FUNDING.**

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Recipient shall be paid an amount, at the discretion of the Project Manager, which takes into account actual costs incurred by the Recipient in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Recipient receive an amount based on anticipated profit on unperformed services or other work.
- B. On the giving of notice of termination by either party, Recipient shall immediately cease its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.
- C. In the event that funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the City deems that the continuation of the services covered by this

Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

- D. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

**15. ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

**16. VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Grant County Superior Court, Washington.

**17. INDEPENDENT CONTRACTOR.**

- A. In performing this agreement, the Recipient is an independent contractor, not subject to control or direction from the City except for such oversight as is herein described. Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the **six-**part independent contractor test set forth in RCW 51.08.195. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. The Recipient and its officers, employees, agents, subcontractors, and volunteers shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, or retirement benefits.
- B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social

security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

**18. NON-WAIVER.** A waiver by either party hereto or a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the other party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**19. NOTICES.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:                   City of Moses Lake  
401 S Balsam Street  
PO Box 1579  
Moses Lake, WA 98837  
Attention: City Manager

To the Recipient:           Renew - Moses Lake Community Coalition  
840 E Plum St.  
Moses Lake, WA 98837  
Attention: Executive Director

**20. SURVIVAL.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the **RECIPIENT.**

\_\_\_\_\_  
*Danny E. Stone, Chair*

\_\_\_\_\_  
*Rob Jones, Vice Chair*

\_\_\_\_\_  
*Cindy Carter, Member*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the **CITY OF MOSES LAKE.**

\_\_\_\_\_  
*City Manager*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the **RECIPIENT**.

\_\_\_\_\_  
*Danny E. Stone, Chair*

\_\_\_\_\_  
*Rob Jones, Vice Chair*

\_\_\_\_\_  
*Cindy Carter, Member*

*Approved as to form*

*[Signature]*

*Kevin J. McClure  
Prosecuting Attorney*

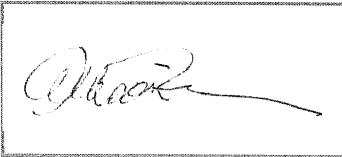
DATED this 29 day of December, 2022, for the **CITY OF MOSES LAKE**.

*[Signature]*

\_\_\_\_\_  
*City Manager*

# Signature Certificate

Reference number: WP7GE-VOVE2-CMMXQ-MOPPN

Signer	Timestamp	Signature
<b>Allison Williams</b> Email: <a href="mailto:awilliams@cityofml.com">awilliams@cityofml.com</a>		
Sent:	29 Dec 2022 22:41:24 UTC	
Viewed:	29 Dec 2022 22:43:33 UTC	
Signed:	29 Dec 2022 22:44:06 UTC	
<b>Recipient Verification:</b>		IP address: 63.135.54.162
✓Email verified	29 Dec 2022 22:43:33 UTC	Location: Moses Lake, United States

Document completed by all parties on:  
29 Dec 2022 22:44:06 UTC

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