

FOR OFFICIAL USE ONLY

Service Contract No. _____

City Resolution No. _____

(Please Print)

Provider _____

Vendor No. _____ Work Phone No. _____

Expenditure Code: _____

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereinafter the "City"), and _____, (hereinafter "Contractor").

WHEREAS, the City requires specialized personal services to facilitate the scheduled _____ program of the City Parks and Recreation Division.

WHEREAS, Contractor has the experience and expertise necessary to perform the specialized services the City requires.

WHEREAS, the specialized services are outside the usual course of business of the City of Yakima.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Contractor as follows:

1. **Scope of Services.** Contractor shall provide services, staff, specialized equipment, and otherwise do all things necessary for or incidental to the performance of work in conjunction with the _____ program of the City Parks and Recreation Division and in accordance with attached and incorporated Attachment "A."
2. **E-Verify Compliance Declaration.** The Contractor shall enroll in the E-Verify program or its successor, and thereafter verify its and its employees' proof of citizenship and authorization to work in the United States. The Contractor shall remain enrolled in the program for the duration of the contract and be responsible for the same verification for every applicable subcontractor. The Contractor shall sign and return the E-Verify Declaration, Attachment "D" which is attached and incorporated into this Agreement.
3. **Period of Performance.** The period of performance under this Agreement shall be one year, commencing at 12:01 a.m. on January 1, 2019 and continuing until 11:59 p.m. on December 31, 2019, unless earlier terminated by either party in accordance with Section 18 or Section 19 of this Contract. The City reserves the right to extend this Agreement for four (4) additional one (1) year periods by City providing Contractor a written notice of City's intent to renew, said notice to be given sixty (60) days prior to the Agreement's annual expiration date. Contractor shall indicate its intent to renew or to terminate the Agreement in writing and signed by Contractor no later than thirty

(30) days prior to the annual expiration date. The Parks and Recreation Division Manager has the authority and is authorized to extend this Agreement for up to four (4) one-year extensions. Any such extension does not require further City Council approval.

4. Consideration. As consideration for the services performed pursuant to this Agreement, the City agrees to compensate Contractor in accordance with attached and incorporated Attachment "B." The Contractor shall provide the City with an itemized invoice/billing no later than thirty (30) calendar days after the services are provided. The City shall make payment to the Contractor within thirty (30) calendar days following receipt of each invoice/billing; provided, however, that the Contractor waives any and all claims for compensation for services where the Contractor has failed to provide the City with an itemized invoice/billing for said services within sixty (60) calendar days of providing said services. Also, all payments are expressly conditioned upon the Contractor providing training or _____ services hereunder that are satisfactory to the City. Contractor shall also complete and submit to the City IRS Form 1099 included herein as Attachment "C".

5. Independent Contractor Status of Contractor. Contractor and the City understand and expressly agree that Contractor is an independent contractor in the performance of each and every part of this Agreement. Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement free from supervision by the City over the methods and details of performance except as described in Attachment "A".

Additionally, and as an independent contractor, Contractor and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits, provided, however that Contractor may be eligible for industrial insurance from the City. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor or any officer, employee or agent of Contractor and the City.

6. Taxes and Assessments. Contractor shall be solely responsible for compensating its employees and for paying all related 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, Contractor shall pay the same before it becomes due.

7. Nondiscrimination Provision. During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

8. The Americans With Disabilities Act. Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

9. **Compliance With Law.** Contractor agrees to perform those services under and pursuant to 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.

10. **No Insurance.** It is understood the City does not maintain liability insurance for Contractor and/or its employees.

11. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify, and hold harmless the City, its elected officials, agents, officers, and employees from and against all claims, causes of action, damages, losses, and expenses of any kind or nature whatsoever, including but not limited to, attorney's fees and court costs, arising out of, relating to, or resulting from Contractor's performance or non-performance of the services, duties and obligations required of it under this Agreement.

12. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

13. **Non-Waiver.** The waiver by Contractor or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

14. **Damages.** If for any reason the Contractor fails to provide the services required under this Agreement, the Contractor shall be liable for any and all additional expenses incurred by the City in securing such services elsewhere.

15. **No Conflict of Interest.** Contractor represents that he/she does not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Further, the Contractor specifically represents that he/she is not an officer or an employee of the City, nor does he/she reside with or contribute monetary amounts to any City employee or officer.

16. **Severability.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

17. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect

thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

18. **Termination.** Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days written notice of termination.

19. **Termination/Reduction of Services Due to Withdrawal, Reduction or Limitation of Funding.** In the event that City funding from any source is withdrawn, reduced and/or limited in any way after the effective date of and prior to completion of this Agreement, the City may unilaterally reduce the scope of services, work and compensation of this Agreement, or summarily terminate this Agreement notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon hand delivery or delivery by facsimile of a written notice of termination to Contractor, or three (3) calendar days after mailing (by first class mail) of a written notice of termination to Contractor, whichever is sooner.

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.

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

TO CITY: Ken Wilkinson, Parks & Recreation Manager
City of Yakima Public Works
Parks & Recreation Division
2301 Fruitvale Blvd.
Yakima, WA 98902
(509) 575-6020

TO CONTRACTOR: Name _____
Vendor No. _____

or to such other addresses as the parties may hereafter designate in writing. It is the contractor's obligation to maintain accurate address/contact information with the City. Notices and/or demands shall be sent by first class mail, postage prepaid or hand delivered. Such notices shall be deemed effective three (3) calendar days after mailing or when hand delivered at the addresses specified above.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

CITY OF YAKIMA

CONTRACTOR

By: _____
Ken Wilkinson
Parks & Recreation Division Manager

By: _____
Print Name: _____

DATE: _____

DATE: _____

Service Contract No. _____

CERTIFIED STATEMENT

I, _____, certify under penalty of perjury under the laws of the State of Washington that I am the Contractor, or am authorized to sign this contract on behalf of the Contractor.

DATED this ____ day of _____, 2019, at _____, Washington.

City Resolution No. _____

City Contract No. _____

ATTACHMENT "A"

AREAS OF RESPONSIBILITIES:

1. The City of Yakima Parks and Recreation Division shall:

- A. Provide information packets to the Contractor a minimum of ten (10) working days prior to the activity, program or trip.
- B. Provide a tentative participant roster to the Contractor a minimum of one (1) working day prior to the activity, program or trip. A final roster will be available prior to the first class or session.
- C. Give a minimum of forty-eight (48) hours notice of schedule changes for which the Contractor has been scheduled. This notice does not apply to School District facility cancellations or Acts of God.
- D. Allow a program or activity to be rescheduled at a mutually agreed upon time and location as assigned by the Recreation Supervisor/Coordinator/Leader to meet the fulfillments of this contract.
- E. Pay the Contractor for services provided within thirty (30) days after receiving the invoice/bill.

2. The Contractor shall:

- A. Complete and sign the U.S. Internal Revenue Service Form 1099 (MIS) Attachment "C", which is attached and incorporated into this Agreement.
- B. Complete and sign the E-Verify Compliance Declaration Attachment "D," which is attached and incorporated into this Agreement.
- C. Scope of Services: Adhere to the agreed upon instruction and/or services as described in Attachment "B" which is attached and incorporated into this Agreement.

ATTACHMENT "B"

Contract No. _____

CONSIDERATION:

As consideration for the services performed pursuant to this Agreement, the City agrees to compensate the Contractor as follows:

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

Program Title: _____ **Activity Number:** _____
Amount: _____ **Per:** _____

The total sum of this agreement shall not exceed \$10,000.00

Do Not Scan this Form

ATTACHMENT "C"

Contract No. _____

IRS FORM 1099 (MIS)

The U.S. Internal Revenue Code requires the City of Yakima to file "IRS FORM 1099" for certain payments which total an aggregate of \$600 or more during the calendar year.

When a correct taxpayer identification number, such as a Social Security Tax I.D. number, has not been furnished, the City of Yakima must withhold from payments a tax equal to 31%.

To assist the City of Yakima in meeting the Internal Revenue Service reporting requirements and for you to avoid the 31% withholding requirement, please complete the items below, sign and date.

Name _____
(PLEASE PRINT)

Address _____

City _____ State _____ Zip _____

Home Phone No. _____ Work Phone No. _____

Social Security Number _____

Tax I.D. Number _____

Check One: Individual
Corporation
Partnership
Professional Service Corp.
Sole Proprietorship

Authorized Signature _____ Date _____

If you believe payments to you by the City of Yakima are exempt from the Internal Revenue Service reporting requirements, please supply us with an explanation of the exemption with reference to the appropriate Internal Revenue Code Regulations providing for such exemption.

NOTE: Even if you subsequently give us your Tax Identification Number, the City of Yakima cannot pay the withheld amount to you. Once the 31% portion has been withheld, you must file a tax return to receive credit for the withheld amount.

ATTACHMENT "D"

Contract No. _____

E-VERIFY

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Vendor No. _____