

August 6, 2013

CONTRACT FOR CLEANING SERVICES

This agreement made and entered into this ____ day of August, 2013 between the City of North Bonneville, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Sherry Hughes, a Washington State licensed and bonded contractor engaged in cleaning services, hereinafter referred to as "Contractor".

1. Performance and Payment

- Contractor will regularly clean the North Bonneville City Hall building at times and durations convenient to City.
- Contractor will provide this service at an hourly rate of \$23.00
- Contractor and City shall come to common agreement about the providing of cleaning materials to be used for City Hall cleaning purpose.

2. Payment Terms

Contractor will bill the City on a monthly basis for all work performed in the previous month. Payment terms are net 30 days.

3. Termination and Waiver.

Either party may terminate this contract for any reason upon giving 30-days written notice to the other party.

Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

4. Independent Contractor:

Contractor shall perform all work as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not an "officer," "employee" or "agent" of the City.

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Indemnification

Contractor shall defend (with legal counsel of City's choice), save, hold harmless, and indemnify the City, its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities

of Contractor or its officers, employees, subcontractors, or agents under this contract.

7. Assignment.

This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

8. Nondisclosure/Pubic Records

The Contractor, its employees and subcontractors agree that, except as directed by the City, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever. Likewise, the City agrees that it will not convey any confidential information obtained about the Contractor to another party. Contractor understands City is a Washington public agency and subject to public records requirements of RCW Ch. 42.56. Contractor agrees to submit any public records request to the City Administrator within 24 hours and shall cooperate in any City request for records. Contractor shall retain all records relating to this contract for a period of six (6) years, or provide City with the records for retention.

9. Governing Law and Venue.

The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

10. Entire Understanding

This contract constitutes the sole agreement between the Contractor and the City. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the City and the Contractor.

Both parties warrant that they have read and understand the terms set forth in this agreement.

City of North Bonneville

Sherry Hughes

Don Stevens, Mayor Date
PO Box 7
North Bonneville, WA 98639
509-427-8182
info@northbonneville.net

Sherry Hughes Date

sherhugs54@gmail.com

Attest:

Approved as to Form:

Steven Hasson
City Clerk

Ken Woodrich
City Attorney