

SERVICES AGREEMENT
No. 2022-01

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver Downtown Redevelopment Authority, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "DRA") and Rebecca Harder, CPA (hereinafter referred to as the "Contractor"). The DRA and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the DRA desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the DRA.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the DRA all services and materials set forth below and as further described in the DRA’s solicitation, and the Contractor’s responsive proposal to the DRA’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Contractor to provide audit services of the Hilton/Convention Center’s financial statements, which comprise the balance sheet as of the end of the current fiscal year, (December 31, 2024 would be relevant to the work performed in early 2025), and the related statements of income, changes in owner's deficit, cash flows for the year then ended, and the related notes to the financial statements. The included work will have to be completed by the end mid-March 2025.

This contract will be three-years in duration, including financial statements for years 2024, 2025 and 2026.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall be \$17,000.00 USD per year.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be

exceeded without the DRA's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The DRA requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the DRA's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the DRA. All deliverables must be acceptable to the DRA, at the sole discretion of the DRA.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The DRA will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to DRA.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to DRA covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The DRA reserves the right to correct any invoices paid in error.

DRA and Contractor agree that any amount paid in error by DRA does not constitute a rate change in the amount of the contract. The DRA's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2025 and continue until June 30, 2027. Unless directed otherwise by the DRA, Contractor shall perform the work in accordance with any schedules made a part of this Agreement. Contract may be extended up to an additional four (2) years, in one (1) year increments, not to exceed a total of five (5) years.
- 5. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the DRA's solicitation, and the DRA's solicitation.

- 6. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the DRA and are not employees of the DRA. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to DRA employees. The Contractor and its subcontractors shall not have the authority to bind DRA in any way except as may be specifically provided herein.
- 7. E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the DRA. Failure by the Contractor to comply with this subsection shall be considered a material breach.
- 8. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the DRA and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the DRA.
- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the DRA. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the DRA. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 10. TERMINATION FOR PUBLIC CONVENIENCE:** The DRA, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the DRA.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

- 11. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable

to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the DRA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the DRA's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the DRA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the DRA in completing the work, and all damage sustained, or which may be sustained by the DRA by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

12. OPPORTUNITY TO CURE: The DRA at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by DRA and the deadline to accomplish the remedies. If the Contractor fails to remedy to the DRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the DRA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the DRA from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

13. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the DRA, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and

expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the DRA by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the DRA and the Contractor, such costs, fees and expenses shall be shared between the DRA and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

16. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

The contractor is a sole proprietor with no employees and currently performs only remote work. In the event that the contractor should hire an employee or employees or subcontractors, Workers' Compensation insurance as applicable to the State of Washington will be required. In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. DRA Listed as an Additional Insured. The City of Vancouver Downtown Redevelopment Authority, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required

Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver Downtown Redevelopment Authority shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the DRA's request, by submitting an insurance certificate to the DRA on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The DRA may inspect all policies and copies shall be provided to the DRA upon request.

17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the DRA:

Natasha Ramras
Downtown Redevelopment Authority
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: Natasha.Ramras@cityofvancouver.us

For the Contractor:

Rebecca Harder

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 18. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the DRA incurring any financial or legal liability for such purchases. The DRA agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the DRA is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the DRA is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the DRA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the DRA in the event of a request for disclosure. In the event the DRA receives a public record request for any data or deliverable that is provided to the DRA and that is licensed from the Contractor, the DRA shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the DRA from any costs, attorney fees or penalty

assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

24. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

25. NONDISCRIMINATION: The City of Vancouver Downtown Redevelopment Authority, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the DRA and Contractor respectively, agree to all the terms and conditions contained in this Agreement, as of the dates set forth below.

**CITY OF VANCOUVER DOWNTOWN
REDEVELOPMENT AUTHORITY**
A municipal corporation

CONTRACTOR:

Rebecca Harder, CPA

Natasha Ramras, Executive DRA Director

DocuSigned by:
Rebecca Harder
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Signature

Rebecca Harder Owner

Date

Printed Name /Title

7/17/2024

Date