

**CITY OF ENUMCLAW  
OUTSIDE AGENCY  
PROVISION OF SERVICE AGREEMENT  
PLATEAU OUTREACH MINISTRIES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of January, 2020 by and between the **City of Enumclaw**, a municipal corporation, organized under the Optional Municipal Code, RCW 35A, hereinafter referred to as the "Enumclaw", and Plateau Outreach Ministries, a not-for-profit, Section 501(c)(3), service provider to the citizens of the City of Enumclaw, hereinafter referred to as the "Service Provider".

Whereas, in the annual budgeting process Enumclaw has designated certain funds to Service Provider for human services for public health, safety and welfare, and

Whereas, in Service Provider's application to Enumclaw, Service Provider set forth certain functions that they perform for the citizens of Enumclaw, and

Whereas, Enumclaw desires to hold Service Provider accountable for services performed in exchange for the consideration received, and

Whereas, Service Provider's performance of services is essential to satisfy the requirement that there cannot be a gift of public funds.

Now, therefore, based upon mutual covenants the parties agree as follows:

1. **Consideration:**
  - A. Enumclaw shall provide funding, up to an annual sum of \$4,000.00, payable on Plateau Outreach Ministries utility vouchers in compliance with below.
  - B. Enumclaw shall provide \$28,000.00 for rental assistance to assist low income tenants of rental units located in the City of Enumclaw, payable quarterly upon

invoicing by Service Provider. \$7,000 of that sum shall be used for rental assistance to low income seniors only; senior designation is age 55 and older.

C. The guidelines for the determination of low income as set forth above shall be those established by the State of Washington and all recipients of funds shall meet such guidelines.

2. **Services to be Provided:**

A. Service Provider agrees to evaluate customer needs and designate funds to be applied towards City of Enumclaw's resident's utilities, to include Water, Sewer, Natural Gas and Garbage. Service provider will send a voucher to City of Enumclaw Finance Department, detailing the customer name, address, account number, and amount to be applied to utility account. The Finance department will then record a payment in the customer's account and transfer funds internally as needed.

B. Service Provider shall provide rental assistance to low income tenants of rental units located in the City of Enumclaw. Any assistance payments shall be paid directly to landlord.

3. **Compliance with Reimbursement Process:** Organization must comply with the reimbursement process consisting of submitting quarterly invoices that include information on services provided and those services must align with the scope of work set forth in item 2.B of this contract. Organization must provide Enumclaw with a current W9 prior to the processing of any invoices. Enumclaw will process payments on the 10th and 25th of each month with invoices required to be submitted ten (10) days prior.

4. **Audit Requirements:** Enumclaw shall have access to all financial records of the Service Provider to conduct an audit of the services provided and the financial statements of the Service Provider including but not limited to balance sheets, income statements, compensation amounts paid to employees, rental amounts paid. Service Provider further agrees to give a presentation, twice yearly, to the Enumclaw City Council detailing the services provided with the City funding.
5. **Independent Contractor Status:** Service Provider is an independent contractor and no employee, agent or officer of Service Provider is an employee, agent or officer of Enumclaw.  
  
Service Provider agrees to pay all appropriate fees and taxes and will indemnify and hold Enumclaw harmless from any such claim including Enumclaw's reasonable attorney fees and costs.
6. **Compliance with All Regulations on Discrimination and Employment:** Service Provider agrees to comply with all Federal, State and City regulations with regard to all elements of employment.
7. **Non-Discrimination and Equal Opportunities:** In the administration of its program, POM shall comply with all requirements on non-discrimination.
8. **Termination:** Enumclaw may terminate this agreement by giving Service Provider thirty (30) days written notice of the date of termination solely at the option of Enumclaw. In the event termination is as a result of Service Provider's failure to comply with the terms and conditions herein, Service Provider agrees to pay, within thirty (30) days, all of the funds that it received from Enumclaw.

9. **Duration:** This agreement shall be for a period of one year beginning January 1, 2020 and terminating on December 31, 2020.

10. **Contacts:** All communication, notices and requirements of this agreement shall be through the following contacts:

City: City Administrator Chris Searcy  
City of Enumclaw  
1339 Griffin Avenue  
Enumclaw, WA 98022

Service Provider: Plateau Outreach Ministries  
Elisha Smith-Marshall  
Executive Director  
1806 Cole Street  
Enumclaw, WA 98022

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

**City of Enumclaw**

\_\_\_\_\_  
Jan Molinaro  
Mayor  
Dated: \_\_\_\_\_

Attested:

Approved as to form:

\_\_\_\_\_  
Maureen Burwell  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney

**Service Provider**  
**Plateau Outreach Ministries**

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By: Elisha Smith-Marshall  
Its: Executive Director  
1806 Cole Street  
Enumclaw, WA 98022  
Dated: \_\_\_\_\_