PROFESSIONAL SERVICES AGREEMENT
FOR DRUG COURT COORDINATION

Between

THE COUNTY OF PACIFIC

And

WILLIAM WEISS

THIS AGREEMENT is made and entered into by and between **PACIFIC COUNTY** (hereinafter referred to as "the County") and **WILLIAM WEISS** (hereinafter referred to as "Contractor").

IT IS THE PURPOSE OF THIS AGREEMENT to provide case management services with respect to coordination of an adult drug court pilot program.

THERFORE, IT IS MUTUALLY AGREED THAT:

1. **Statement of Work**

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to, the completion of the Scope of Work tasks set forth in Attachment "A" attached herein.

2. **Period of Performance**

Subject to the termination provisions set forth herein, the period of performance of this Agreement shall commence January 01, 2014, and shall continue in full force and effect through December 31, 2014, unless extension is necessary and agreed upon by both parties.

3. **Compensation and Payment**

Compensation for the work provided in accordance with this agreement shall be as set forth in Attachment "A" to this Agreement.

4. **Taxes**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. All compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the

necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

5. **Non-Discrimination**

Contractor is aware that public funds are being used to assist this project. Both parties shall comply with all applicable federal and state non-discrimination laws.

6. **Contractor Licensing**

The Contractor agrees and covenants to furnish to the County proper evidence that the Contractor has fully complied with the State business licensing law.

7. **Defense & Indemnity Agreement**

The County hereby agrees to indemnify and save harmless the Consultant from any claim or liability including negligent acts or omission relating to the performance of this contract that are not covered by and/or exceed the coverage provided to Consultant by the National Association of Social Workers Insurance Trust. Note: Consultant will secure and retain Social Workers Professional Liability Insurance in the amount of $2,000,000 per claim from the National Association of Social Workers (NASW) for the term of this agreement. The County agrees to reimburse Consultant for his costs to join the NASW and pay the professional liability insurance premium up to a cost of $400.

8. **Independent Capacity**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. **Records Maintenance**

The parties to this Agreement shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration.

10. **Ownership of Items Produced**

All writings, programs, data, public records or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County. If Contractor brings forth information that it has developed on its own and considers proprietary, it will identify it as such and this information will be considered Contractor's property.

11. **Alterations and Amendments**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

12. **Termination Without Cause**

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. **Termination for Cause**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

14. **Termination for Default**

If the Contractor defaults by failing to perform any of the obligations of the contract, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Attachment "A", has been fully performed.

15. **Disputes**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The member so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statues and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

16. **Governance**

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. Venue will be in Pacific County. In the event of an inconsistency in the terms of the Agreement, or between its terms and any applicable status or rule, the inconsistency shall be resolved by giving precedence in following order:

a) applicable state and federal statues rules;
b) statement of work; and
c) any other provisions of the agreement, including materials incorporated by reference.

17. **Assignment**

The work under this Agreement, and any claim arising there under, is not assignable or cannot be delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

18. **Waiver**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.

19. **Severability**

If any provision of the Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of the Agreement are declared to be severable.

20. **All Writing Contained Herein**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

21. **Contract Management**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. The County's contact person is County Administrative Officer, Kathy Spoor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated, to become effective as provided herein.

APPROVED BY
SUPERIOR COURT JUDGE:

_____
Michael J. Sullivan

PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____
Lisa Ayers, Chair

_____
Frank Wolfe, Commissioner

_____
Steve Rogers, Commissioner

ATTEST:

_____
Marie Guernsey Date
Clerk of the Board

CONTRACTOR:

_____
William Weiss Date

SS # On file

APPROVED AS TO FORM:

_____
David Burke
Prosecuting Attorney

CONFIRMED BY:

_____
Kathy Spoor
County Administrative Officer

ATTACHMENT "A"

SCOPE OF WORK AND COMPENSATION

Scope of Work

The Contractor shall coordinate the development and implementation of an Adult Drug Court on a pilot basis in Pacific County.

Compensation

(a) Pacific County agrees to pay Contractor for services rendered by Contract hereunder the sum of eighty dollars ($80) per hour. Contractor shall be responsible for his own office supplies and transportation expenses.

(b) The compensation paid to the Contractor shall not exceed the sum of twenty-one thousand eight hundred forty dollars ($21,840) without the formal written approval of the Pacific County Board of Commissioners.

(c) Pacific County shall pay Contractor the full amount billed within thirty (30) days after the date of receipt of Contractor billing. Contractor agrees to bill Pacific County for all professional services rendered by Contractor pursuant to this Agreement on a monthly basis.

(d) Pacific County shall pay for insurance as noted in #7 of this Agreement.