

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by Pacific County, Washington, (hereinafter, COUNTY) and Dispute Resolution Center of Grays Harbor and Pacific Counties (hereinafter, DRC).

Whereas, the COUNTY desires to have certain services performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, DRC represents that it is qualified and possesses sufficient skills and necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract,

Now, therefore, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

1. **Services.** DRC shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified herein: Provide weekend programs titled "We're In This Together" ("WITT"). WITT is designed to bring together professionals and families to expose and explore common ground issues, instill constructive communication skills and explore options for family problem solving. Each WITT weekend program will consist of a twelve-hour program split into two days. DRC will provide lunch and snacks. The weekend events are designed to host ten to fifteen families consisting of on current primary care giver and one teen.

2. **Relationship of the Parties.** The parties intend that an independent contract relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with DRC. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of DRC shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of DRC are not entitled to any of the benefits the County provides for County employees. DRC will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

DRC acknowledges that the entire compensation for the Agreement is set forth in the compensation provisions of the Agreement, and that DRC and its agents, employees, servants, subcontractors or others are not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay, sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

3. **Term.** This Agreement shall commence on the date all parties have executed this Contract and shall terminate December 31, 2017, or as may be mutually agreed in writing hereafter by the parties. This Agreement may be extended or terminated by mutual agreement between the parties pursuant to its terms and conditions.

4. **Compensation and Method of Payment.** The COUNTY shall pay DRC for the services performed under this contract in the following manner:

A. Each weekend WITT session's anticipated cost is based on serving ten (10) families in Grays Harbor County. The cost in North Pacific County and South Pacific County is based on serving eight (8) families. The actual amount shall be adjusted depending on the actual number of families and the location of the service. The cost for services to serve ten (10) families in Grays Harbor County is \$1,970. Cost for services to serve (8) families in North Pacific County (Raymond or South Bend or nearby) is \$2,176 with each additional family costing \$197. Cost for services to serve eight (8) families in South Pacific County (Long Beach, Naselle, Ilwaco or nearby) is \$4,276 with each additional family costing \$197. These amounts includes payment of DRC staff including preparation time, supplies, food, printing, lodging, and all miscellaneous costs.

B. DRC shall be required to pay for all out-of-pocket expenses such as travel expenses, etc., not included in the session payment(s).

C. Within fifteen (15) days following the completion of each session, DRC shall provide a billing invoice stating, at a minimum: the names of the DRC staff who participated in the session; the number and names of the participant families; and the total cost of the session.

D. Payment shall be made within thirty (30) days from the date DRC submits a billing invoice to the Pacific County Juvenile Department, P.O. Box 93, 300 Memorial Drive, South Bend, WA 98586.

E. No payment shall be made for any service rendered by DRC that is not identified within the terms and conditions of this Agreement.

F. DRC assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to DRC and all of DRC's employees, if any, engaged in the performance of work under this agreement. DRC shall furnish to the COUNTY on its request a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

5. **Compliance with Laws.** DRC, in performance of this contract, agrees to comply with all applicable Federal, State, and local laws or ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. DRC specifically agrees to pay any applicable taxes which may be due on account of this Agreement. DRC agrees to obey RCW 49.60.030, freedom from discrimination, and agrees to allow no one to participate with the WITT program who is required to register under RCW 9A.44.130.

6. **Disputes.** Differences, disputes and disagreements between DRC and the COUNTY arising under our out of the Agreement will be brought to the attention of the COUNTY at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due DRC will be decided by the COUNTY's contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY's contract representative will be final and conclusive for purposes of the administrative procedures act.

7. **Confidentiality.** DRC, its employees, its subcontractors and their employees will maintain the confidentiality of all information provided by the COUNTY or acquired by DRC in performance of this Agreement, except upon the proper express written consent of the County or an order entered by a court of competent jurisdiction. DRC will promptly give the COUNTY written notice of any judicial proceeding or public records request seeking disclosure of such information.

8. **Insurance.** Without limiting the DRC's indemnification of COUNTY, and prior to commencement of this Agreement, DRC shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY:

A. **General Liability Insurance.** DRC shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket Agreement Dual liability.

B. **Workers' Compensation Insurance.** DRC shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow DRC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. DRC hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The DRC must name the COUNTY as an additional insured. The DRC agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that DRC's liability insurance policy shall so state.

D. DRC shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the COUNTY on or before the date this Agreement commences with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance is in effect. The COUNTY shall be carried as a named insured on each insurance policy required by this section. Upon demand by the COUNTY, DRC shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the COUNTY with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

9. **Indemnification/Hold Harmless.** All services to be rendered or performed under this contract will be performed or rendered entirely at DRC's own risk and DRC expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, volunteers, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the COUNTY, that result from, arise out of, or are in any way connected with the services to be performed by DRC under this contract. DRC's indemnity obligations shall survive the termination, expiration, or completion of this Agreement.

10. **Assignment or Subcontracting.** DRC shall not subcontract, nor assign this Agreement or any portion thereof without the prior written consent of the COUNTY.
11. **Modification.** The Agreement may be modified or amended only by a writing duly authorized and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment shall include annual extensions of the termination date, as agreed by the parties.
12. **Termination.** This agreement shall terminate on December 31, 2017, unless otherwise extended by agreement of the parties.
- A. **Termination for Convenience.** The COUNTY may terminate this Agreement, in whole or in part, at any time, upon ten (10) days written notice to the other party of the intent to withdraw.
- B. **Termination for Cause.** If DRC fails to perform in the manner called for in this Agreement, or if DRC fails to comply with any other provision of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on DRC setting forth the manner in which DRC is in default. DRC will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
13. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
14. **Jurisdiction and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Parties, the Parties agree to venue only in Pacific County, Washington.
15. **Severability.** It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid. If it should appear that any provision hereof is in conflict with a federal law, rule, or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
16. **Entire Contract.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Dated this _____ day of _____, 2015.

**Dispute Resolution Center
Of Grays Harbor and Pacific Counties**

Donna Hallock
Donna Hallock, Executive Director

NOV 30, 2015
Date

Marie Guernsey, Clerk of the Board

Date

**Board of Commissioners
Pacific County, Washington**

Steve Rogers, Chair, Commissioner

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner