

# PROFESSIONAL SERVICES AGREEMENT

## Contract # DFC2011-12 EVALUATION CONSULTANT

THIS AGREEMENT is entered into between Pacific County (County) on behalf of WellSpring Community Network and Maike and Associates (Contractor).

The parties agree as follows:

### 1. Contractor's Services

- a. The Contractor shall provide the following services to the County: Coalition Evaluation Consultant Services.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Ocean Beach School District. These activities will include:

- In consultation with the WellSpring Assessment, Planning, and Evaluation team, provide technical assistance on the refinement/redesign of existing logic model. This assistance will take the form of monthly 1 to 1.5 hour teleconference calls with the team and one or two in-person meetings on site in Long Beach.
- Design and develop an evaluation plan for the coalition using both quantitative and qualitative measures
- Create an evaluation logic model to guide present and future coalition evaluation activities
- Advise team on selection of indicators and provide data collection instruments for use by the coalition

The Health & Human Services Department shall administer this Agreement on behalf of the County, and the Contractor shall perform the required services to the satisfaction of the Director of that Department. The Director's determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

### 2. Payment.

- a. The county will pay the contractor in equal quarterly installments as each of the above bulleted items are complete to the satisfaction of the county (section a, bullets 1-4).
- b. Notwithstanding any other provision of this Agreement, the Contractor shall bill at the rate of \$100.00 per hour, not to exceed \$4250.00. The total compensation payable to the Contractor for services provided and expenses incurred under this Agreement shall not exceed \$4,250 for the period beginning January 10, 2012, ending September 30, 2012.
- c. The Contractor shall bill the County for payment. The County will not pay for any services not rendered or expenses not incurred. Billings shall be sent to: Pacific County Health & Human Services PO Box 26 South Bend, WA 98586 on the attached invoice (Exhibit B). Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.

3. Effective Date. The effective date of this Agreement is January 10, 2012.

4. Termination. This Agreement shall terminate on September 30, 2012. The County may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.
  
5. Independent Contractor. The Contractor is an independent contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of the County. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors. Additionally, the Contractor makes the following assurances:
  - a. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement.
  - b. The Contractor has a principal place of business that is eligible for a business deduction for federal income tax purposes. The Contractor is responsible for the costs of such principal place of business.
  - c. The Contractor is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the Contractor is conducting.
  
6. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may a organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
  - The agency uses Federal funds to provide services that it is required to make available under other Federal, State or local law.
  - The agency or school district uses Federal funds to provide services that it provided with non-Federal funds in the immediate prior years.

Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization

7. Indemnification.
  - a. The Contractor shall defend, indemnify, and hold harmless Pacific County from and against all claims arising out of or in any way related to any act or omission of the Contractor and/or the Contractor's officers, employees, agents, subcontractors, or suppliers. Without limiting the generality of the preceding sentence, the Contractor's foregoing duty to defend, indemnify, and hold harmless extends to: (i) any claim that involves or alleges any concurrent or joint negligence on the part of Pacific County and the Contractor and/or its officers, employees, agents, subcontractors, or suppliers; and (ii) any claim by or on behalf of any of the Contractor's officers or employees, and solely to that extent the Contractor waives its immunity under the industrial insurance laws (RCW Title 51). The Contractor shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from Pacific County's sole negligence.
  - b. For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees, and (ii) "Pacific County" means Pacific County its board and commissions, and all past, present, and future officials, employees, agents, or volunteers of Pacific County.
  - c. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

8. Ownership of Materials. Materials created by the Contractor and paid for by the County as a part of this Agreement shall be owned by the County and shall be “works for hire” as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by the County is owned by the Contractor; however, the County shall have a perpetual license to use this material for County (internal) purposes at no charge to the County.
9. Compliance with Laws. Throughout the duration of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
10. Entire Agreement. This written Agreement constitutes the parties’ entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
11. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by the County and the Contractor.
12. Confidentiality The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
13. Insurance The Agency shall carry at its own expense the following insurance coverage to the extent described below:
  - A. Public Liability and Property Damage in a combined single limit of \$1,000,000;
  - B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;

The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

The Agency shall carry, at its own expense, Worker's Compensation limits as required by the Labor Code of the State of Washington.

**IN WITNESS WHEREOF**, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

**CONTRACTOR**  
Maike and Associates

**BOARD OF COUNTY COMMISSIONERS**  
**PACIFIC COUNTY, WASHINGTON**

\_\_\_\_\_  
Michelle Maike

\_\_\_\_\_  
Norman B. Cuffel, Chair

\_\_\_\_\_  
Jon Kaino, Commissioner

\_\_\_\_\_  
Lisa Ayers, Commissioner

**APPROVED AS TO FORM:**  
Pacific County Prosecuting Attorney

**ATTEST:**

\_\_\_\_\_  
David J. Burke                      Date

\_\_\_\_\_  
Clerk of the Board                      Date