

## **CONTRACT FOR AGGRESSION REPLACEMENT THERAPY**

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Rhiana Jacot, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires that the CONTRACTOR, perform and provide certain services which require specialized skills, abilities, and certification; and

WHEREAS, the CONTRACTOR represents that he/she is qualified and possesses sufficient skills and abilities to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

### **I – SERVICES TO BE PROVIDED BY CONTRACTOR**

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Agreement.

The responsibilities of the CONTRACTOR shall include providing Aggression Replacement Training, hereinafter referred to as "ART", to juvenile offenders who have been referred by the Pacific County Superior Court Juvenile Division. The CONTRACTOR will ensure that the ART training is performed by ART certified counselors. The CONTRACTOR will be responsible for having two ART certified counselors provide group sessions for the referred juveniles. One of the counselors must be the CONTRACTOR him/herself. The group sessions shall be conducted three days per week, one hour per session, for a total of ten consecutive weeks. An additional make up week and/or session may be required by the Juvenile Court Division Administrator if a juvenile fails to attend any of the group sessions. The group sessions shall be held either in the Long Beach or South Bend area of Pacific County as determined by the COUNTY. The CONTRACTOR will be responsible for reporting attendance and participation information regarding the referred offenders to the Pacific County Superior Court Juvenile Division Administrator. This information shall be provided once every two weeks during the group with a final written attendance and participation report at the end of the ten week session.

The CONTRACTOR will conduct groups in the fall and in the spring. The fall group will end prior to January 1<sup>st</sup> and the spring group prior to June 1<sup>st</sup>.

## **II – NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The services to be furnished under the terms of this Agreement shall be performed by the CONTRACTOR and shall not be assigned, delegated, or subcontracted in whole or in part without the express written consent of the COUNTY.

The CONTRACTOR shall document hours of professional service to the satisfaction of the Pacific County Superior Court Juvenile Division.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

## **III – DURATION OF AGREEMENT**

The term of this Agreement shall be effective as of August 5, 2011. The Agreement will terminate on June 25, 2013, unless the Agreement is mutually extended by the parties in writing.

## **IV – COMPENSATION AND METHOD OF PAYMENT**

The COUNTY shall compensate the CONTRACTOR for the services performed under this Agreement as follows:

The COUNTY agrees to pay the CONTRACTOR a lump sum of \$8,500.00 upon the completion of each group, for a total of \$17,000, per calendar year.

The COUNTY will not reimburse the CONTRACTOR for travel, lodging, meals and expenses associated with the performance of this Agreement; provided that the COUNTY will pay the CONTRACTOR for any additional training costs for the ART counselors, mandatory meetings required outside of Pacific County, juvenile attendees incentive costs, and group session materials up to a maximum of \$3,500.00. Any such costs must be documented by the CONTRACTOR to the satisfaction of the Administrator of the Pacific County Superior Court Juvenile Division.

The CONTRACTOR agrees that he/she is an independent contractor with the COUNTY, and not an employee of the COUNTY for the purposes of performing the contractual duties specified herein. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is performing his/her duties under this contract as an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Agreement.

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

#### **V – COMPLIANCE WITH LAWS**

The CONTRACTOR, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Agreement to assure quality of services.

#### **VI – NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

#### **VII – INDEMNIFICATION/HOLD HARMLESS**

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof. The CONTRACTOR shall maintain during the duration of this contract and any extensions comprehensive occurrence based general liability insurance coverage with a minimum combined single limit per occurrence of \$1,000,000 and a minimum of \$2,000,000 per aggregate.

#### **VIII – TERMINATION**

If the CONTRACTOR fails to comply with the terms and conditions of this Agreement, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. In addition, the County may terminate this agreement by giving thirty (30) days notice in writing. If this Agreement is terminated, the COUNTY shall be liable for payment for services rendered prior to the effective date of termination. However, the CONTRACTOR shall not receive any compensation associated with a group session unless he/she completes the entire session.

#### **IX – ATTORNEY'S FEES/COSTS OF SUIT AND VENUE**

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Agreement shall be filed in the Pacific County Superior Court.

**X – ENTIRE AGREEMENT**

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. Further, any modification of this Agreement shall be in writing and signed by both parties.

**XI – This Agreement shall be interpreted according to the laws of the State of Washington.**

**XII - SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of the provision to other persons or circumstances shall not be affected.

**XIII - BINDING EFFECT**

This agreement shall be binding on the parties hereto and on their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Business Number

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Kathy Noren,  
Clerk of the Board