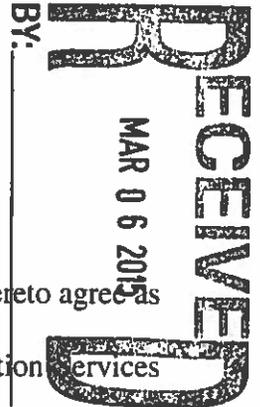


PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY JUVENILE COURT, Washington, hereinafter "County", whose address is 1728 Jerome Avenue, Yakima, Washington 98902, and "Contractor", more specifically identified as

Name: City of Wapato
Street: 205 E. 3rd Street
City, State Zip: Wapato, WA 98951
Phone: 509-877-2334
Federal Tax I.D. No. 39-6000002



WITNESSETH: In consideration of the terms and conditions contained, the parties hereto agree as follows:

- PROJECT:** Contractor agrees to provide a suitable work space for our Probation services employee to provide onsite counseling services to local youth.
- AMENDMENTS:** This agreement and engagement letter contain all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
- CONSIDERATION:** The County shall compensate Contractor not to exceed \$300.00 per month.
- DOUBLE PAYMENT PROHIBITED:** The Contractor shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Contractor shall deduct the amount from the next regular billing.
- INDEPENDENT CONTRACTOR:** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
- NONDISCRIMINATION:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- ASSIGNMENT:** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
- TERMINATION:** Either party may terminate this contract upon sixty days written notice sent by certified mail to the addresses listed above.

9. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

10. **LAWS, VENUE, & JURISDICTION:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

11. **TERM:** The term of this agreement shall be from November 1, 2014 through June 30, 2015.

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. **RECORDS:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

14. **INSPECTION:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

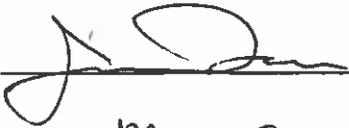
16. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.

17. **SEVERABILITY:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

By executing this agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this contract from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs.

CONTRACTOR

By



Title

Mayor

Date:

2-24-15

YAKIMA COUNTY JUDGE



David Elotson

Presiding Judge

Yakima County Department/Office



Robyn Berndt, Courts Administrator