

PERSONAL SERVICE CONTRACT  
FOR  
INTERPRETIVE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Humbelina Sebastian-Salvador, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires to have certain personal services performed and provided by the CONTRACTOR, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the personal 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 will provide the following services and otherwise do all things necessary for or incidental to the performance of the duties outlined herein:

1. Provide interpretive services for persons with limited English proficiency. Language: Spanish

**II - DURATION OF AGREEMENT**

This Agreement shall be deemed to have become effective February 1, 2011 and continues until such time either party desires to terminate this Agreement. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of thirty (30) days prior to termination of this Agreement.

**III - COMPENSATION AND METHOD OF PAYMENT**

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

The CONTRACTOR shall be paid \$15.50 per hour of interpretive services rendered. Hourly rate is paid for direct service time only.

The COUNTY agrees to pay the CONTRACTOR mileage at the current years IRS reimbursement rate based on the following conditions:

- Mileage from residence to nearest Health Department site will not be paid if less than 20 miles one way.
- Mileage between Health Department sites and home visits will be paid.

Payment to the CONTRACTOR shall be made on or before the 30th day of each consecutive calendar month following service.

The parties agree that the CONTRACTOR is an independent CONTRACTOR, and not an employee or agent of the COUNTY. 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 an employee or agent of the COUNTY.

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

The CONTRACTOR agrees that she is an independent contractor with the COUNTY, and not an employee of the COUNTY. As such, the COUNTY shall not provide any compensation or benefits beyond the compensation described immediately hereinabove.

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

#### **IV - 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 or criteria as described in this agreement to assure quality of services.

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

#### **V - INDEMNIFICATION/HOLD HARMLESS**

In accepting this Agreement, the CONTRACTOR, including her 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 her employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officer, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officer, its employees, or any combination thereof.

#### **VI - SAVINGS AND SEVERABILITY**

If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

#### **VII - NON-DELEGATION**

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

#### **VIII - DISPUTE RESOLUTION**

Should either party to this agreement not agree with the actions of the other party in administering this agreement, the aggrieved party may appeal to the Pacific County Board of Commissioners, hereinafter referred to as the "BOARD". The decision of the BOARD to resolve the dispute shall be final and binding.

#### **IX – TERMINATION**

If the CONTRACTOR fails to comply with the terms and conditions of the 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 either party may terminate this Agreement by giving thirty (30) days notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address. If this Agreement is terminated, the COUNTY shall be liable for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

#### **X - DOCUMENTATION, ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The CONTRACTOR shall document hours of professional services to the satisfaction of the Department Director.

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

#### **XI - ATTORNEY'S FEES AND COST OF SUIT**

Parties agree that in the event that this Agreement is placed in the hands of an attorney for enforcement, collection, or other legal or equitable remedy, including appeals from trial court or administrative agencies, the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

#### **XII - SEVERABILITY**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

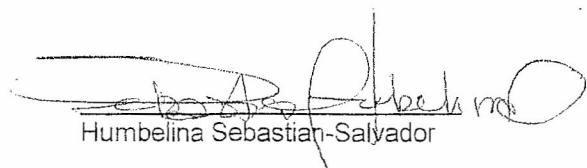
#### **XIII - ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties.

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

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

  
Humbelina Sebastian-Salvador

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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