

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into by and between **PACIFIC COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "the County") and **SARAH VAUGHN** (hereinafter referred to as "Consultant").

WHEREAS, the County desires to have the Consultant perform services to help the County meet the goals of the Target Zero Safety Task Force; now therefore,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant:**

The Consultant shall perform services as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth in this contract. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes prevailing wage requirements.

2. **Duration of Contract, Compensation, and Method of Payment**

The Contract will be deemed to have commenced on July 1, 2011 and will terminate on June 30, 2013, unless earlier terminated pursuant to this Contract.

- The Consultant shall provide services for this project at a cost not to exceed \$42,985
- The Consultant shall complete and return Exhibit B Payment Request. Payments to the Consultant will be \$1,791/month for twenty-four (24) months and will be pro-rated on a monthly basis.

3. **Provisions for Changes in Scope of Consultant Services**

The Consultant agrees to perform those services which are described in Exhibit A attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The County and the Consultant agree that if additional duties are to be performed by the Consultant in prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the County's approval, shall be compensated in a manner mutually agreed upon by both parties.

4. **Ownership and Use of Documents**

All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under the Contract shall be the property of the County whether the project for which they are made is executed or not. The County shall hold the consultant harmless for the County's use of the documents, drawings, specifications, and other materials outside of the project intended.

5. **Independent Consultant**

The Consultant and the County agree that the Consultant is an Independent Consultant with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employee and employer between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Contract. The County shall not be responsible for paying withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification/Hold Harmless/Insurance**

The Consultant shall defend, indemnify and hold the County its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County.

The County hereby agrees to indemnify and save harmless the Consultant from any claims or liability including negligent acts or omission relating to the performance of this Contract that are not covered by and/or exceed the coverage provided by (Insurance Company or Professional Organization). Consultant will secure and retain occurrence based general business professional liability insurance in the amount of \$100,000 per claim from the (Insurance Company or Professional Organization) for the term of this Contract. The Consultant agrees that its general business professional liability insurance shall be primary to the County's in the event that a claim or suit is brought against both the Consultant and the County.

7. **Record Keeping and Reporting**

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performance pursuant to this Contract. The Consultant shall also maintain such other records as may be deemed necessary by the County to ensure property accounting of all funds contributed by the County to the performance of this Contract.

These records shall be maintained for a period of seven (7) years after the termination hereof.

8. **Audits and Inspections**

The records and documents with respect to all matters covered in this Contract shall be subject at all times to inspection, review, or audit as allowed by the law. The County shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on the Consultant.

9. **Termination**

The Contract may at any time be terminated for any reason by either party upon thirty (30) days written notice to the other party of either party's intention to terminate the same. If the Contract is terminated, Consultant will be paid for satisfactory work performed through the date of termination.

10. **Discrimination Prohibited**

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Contract on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

11. **Assignment and Subcontract**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the prior written consent of the County.

12. **Entire Contract**

This Contract and Exhibits A and B contain the entire Contract between parties hereto, and no other Contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party. Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon and signed by each of the parties authorized signatory, shall be incorporated by written amendment to this Contract.

13. **Notices**

The following individuals shall serve as the contact person for any and all communications relative to this Contract.

For the County: Scott Johnson, Sheriff
Pacific County Sheriff's Office
P O Box 27
South Bend, WA 98586
Phone: 360/875-9395

For the Consultant: Sarah Vaughn, Consultant
P O Box _____

Phone: _____

14. **Applicable Law; Venue; Attorneys Fees**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of the Contract, the parties specifically understand and agree that venue shall be exclusively in Pacific County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

15. **Representation of Consultant**

The Consultant represents to the County that it has no conflict of interest in performing any of the services for a project with which it may have a conflict, it will disclose such conflict to the County. At the discretion of the County, the County may direct Consultant to refrain from entering into a contract with representatives of the conflicting project.

IN WITNESS WHEREOF, representatives of both the Consultant, and the County executed this Contract on the date(s) so noted below.

CONSULTANT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Sarah Vaughn Date

Norman B. Cuffel, Chairman

UBI # _____

APPROVED AS TO FORM:

Jon C. Kaino, Commissioner

David Burke Date
Prosecuting Attorney

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board Date