

PERSONAL SERVICES AGREEMENT

Between Kittitas County and Kimberlee Tully a.k.a. QUILL RIDERS

This Agreement dated as of __May 17__, 2011 is made by and between Kittitas County a political subdivision of the State of Washington, with offices at Ellensburg, Washington ("the County") and Kimberlee Tully/QUILL RIDERS, an Independent Contractor providing grant writing and consulting services, with offices at 11550 Stone Ave, N. # 202, Seattle, Washington ("Contractor"), each a Party and collectively the "Parties."

RECITALS:

WHEREAS, the County desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient County resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

WHEREAS, Contractor acknowledges and by signing this Agreement agrees that the provisions set forth in Paragraphs 8 (Taxes), 10 (Independent Contractor), 11 (Indemnification and Hold Harmless), 15 (Patent/Copyright Infringement), and 22 (Confidentiality), and all sections further referencing indemnification provisions, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the Parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for Contractor to provide informational and facilitation services to the County in Ellensburg, Washington, regarding development of a Homeless Services Network in Kittitas County to serve homeless individuals and families in a consolidated and coordinated manner.

2. DEFINITIONS.

- a. "Additional Insureds" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- b. The "Work" means all of the duties listed in this Agreement and the performance of all other obligations under this Agreement by Contractor or any of Contractor's directors, officers, employees, agents and representatives, or any of Contractor's sub-contractors including the sub-contractors' directors, officers, employees, agents and representatives.

3. SCOPE OF SERVICES. Contractor agrees to provide the County with information, expertise and materials concerning the recent formation and implementation of a Homeless Network and supporting activities in Yakima County, in order to assist the County in developing a similar Homeless Network and supporting activities in Kittitas County.

- a. The services provided by Contractor will consist of discussion, technical assistance and materials, and Contractor's attendance at two community provider meetings in Ellensburg, Washington on May 18, 2011, and on another date to be determined in June, 2011.
- b. Contractor will devote the necessary hours per calendar week/month to fulfill her obligations under this Agreement. The amount of time may vary from day to day and week to week.
- c. When Contractor works in the County's offices, the County will make available any necessary tools, equipment and work space.
- d. Contractor makes no claims of guaranteed revenue and/or outcomes from any initiatives or efforts which relate to work under this Agreement.

4. TERM. The term of this Agreement shall commence on April 14, 2011 and continue through June 30, 2011, unless sooner terminated by either Party upon a 48-hour notice to the other Party in writing, sent certified mail, return receipt requested.

5. PERFORMANCE OF WORK. Contractor shall perform work in accord with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

6. COMPENSATION AND METHOD OF PAYMENT.

a. The County agrees shall hire Contractor on an hourly basis at the rate of Sixty Dollars (\$60.00) per hour and an IRS-approved fuel reimbursement rate of Fifty Cents per mile, as follows:

i. First Engagement: **\$370.00** as follows: Two Hundred Forty Dollars (\$240.00) for an estimated four-hour engagement (three hours of meeting and one hour of preparation) on May 18, 2011, plus One Hundred Thirty Dollars (\$130.00) fuel reimbursement for 260 miles round trip from Seattle, Washington.

ii. Second Engagement: **\$430.00** as follows: Three Hundred Dollars (\$300.00) for an estimated five-hour engagement (two hours of meeting plus three hours post-meeting debrief and second meeting prep time) on a date to be determined, plus One Hundred Thirty Dollars (\$130.00) fuel reimbursement for 260 miles round trip from Seattle, Washington.

iii. Additional Expenses:

1. Contractor's additional personal expenses incurred as a result of providing the above services (e.g., telephone, faxing, additional mileage, and printing) will be billed to the County at Contractor's cost and at the IRS-approved fuel reimbursement rate of Fifty Cents per mile as above described.

2. Should the scope of work change, requiring Contractor to incur additional time and expense, Contractor will notify the County immediately of any changes that may impact the total project fee.

3. Unless Contractor requests and receives written authorization from the County prior to purchase, the County shall incur no liability for costs of purchased equipment, services and/or supplies not specifically described in this Agreement.

- iv. Total Contract Amount: The total amount of this Agreement shall not exceed **One Thousand Dollars (\$1,000.00)**, unless specifically agreed in advance by authorized signatories of both Parties in writing, in a separate written amendment or agreement to be attached hereto.
- v. Withholding Payment. If Contractor fails to perform any obligation under this Agreement within the time herein set forth, then upon written notice to Contractor the County may, without penalty, withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise adjudicated.

b. Payment Terms.

- i. No payment shall be made for any service rendered by Contractor except for services identified and set forth in this Agreement. Payment shall be made following performance of such services, unless otherwise permitted by law and approved in writing by the County.
- ii. Contractor will invoice the County at the beginning of each month for the actual hourly increments of time worked in the previous month and any directly related expenses incurred.
- iii. Payment by the County shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including the actual number of hours worked each month and the total dollar amount requested. Unless specifically referenced herein or approved in writing in advance by the Board of Kittitas County Commissioners, the County is not obligated to reimburse Contractor for any costs or expenses incurred by Contractor in performance of this Agreement.

7. REPORTS, INSPECTIONS AND RIGHT TO REVIEW. This Agreement is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this Agreement by whatever means deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all statements, records, reports, data and information or other materials

which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after termination of the contract, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

8. TAXES.

- a. Contractor understands and acknowledges that the County will not withhold federal or state income taxes. If required by state or federal law, Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with applicable IRS regulations.
- b. It is Contractor's responsibility to make any necessary estimated tax payments during the year, if any, and Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement. Such taxes may include but are not limited to withholding and/or payment of any and all federal income and employment tax, state income and employment tax, state sales and use tax, state business and occupation tax, personal property tax, and unemployment and workers compensation assessment or tax that may apply to Contractor's performance of its duties under this Agreement.
- c. Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

9. PREVAILING WAGE. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the work in accord with chapter 39.12 RCW and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the work is determined by the Industrial Statistician of the Department of Labor and Industries. It is Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms and submitting the same to the proper authorities. Disputes regarding prevailing wage claims shall be referred for arbitration to the Director of the Department

of Labor and Industries. The arbitration decision shall be final and conclusive, and binding on all parties involved in the dispute as provided by RCW 39.12.060.

10. INDEPENDENT CONTRACTOR.

- a. Contractor's services to the County shall be furnished as an Independent Contractor and nothing herein contained shall be construed to create a fiduciary or employment relationship of employer-employee or master-servant, or to constitute either Party as legal representative, subsidiary, joint venture, or partner of the other, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an Independent Contractor.
- b. Contractor acknowledges that the entire compensation for this Agreement is specified herein, subject to any amendments upon written approval of the Board of Kittitas County Commissioners, and Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.
- c. Neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other, and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.
- d. Performance of all or part of this Agreement by Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of Contractor or any employee of Contractor, or any subcontractor or any employee of any subcontractor, by the County at the present time or in the future.
- e. Independent Contractor is acting as such in the performance of its duties under this Agreement, with the authority to control and direct performance of details of the work, although results of the work shall be subject to the County's general right of inspection and review to secure the satisfactory completion thereof. The County is interested primarily in the results to be achieved; subject to the

paragraphs herein, the implementation of services will lie solely within the discretion of Contractor.

- f. Each party is solely responsible for its acts and the acts of its agents, employees, servants, contractors, subcontractors, volunteers or representatives during the term of this Agreement. Contractor will defend, indemnify and hold harmless the County, its Additional Insureds, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorney fees or costs incurred by reason of claims or demands because of breach of the provisions of this Section.

11. INDEMNIFICATION AND HOLD HARMLESS.

- a. No liability shall attach to the County or to any of its officers, agents, employees, committee members, servants, volunteers or representatives by reason of entering into this Agreement except as expressly provided herein.
- b. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a Party to this Agreement.
- c. It is specifically agreed that Contractor shall defend, indemnify and hold harmless the County, its Additional Insureds, appointed and elective officials, agents, servants, representatives, committee members, volunteers and employees, from and against all claims, damages, liabilities, losses, expenses or suits, stemming from the services, activities or omissions arising under this Agreement -- including but not limited to judgments, settlements, attorney fees and costs by reason of any and all claims and demands upon the County, its Additional Insureds, its elected or appointed officials, agents, servants, representatives, committee members, volunteers or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Contractor, its subcontractors, its officers, employees or other agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insureds, appointed or elected officials, agents, servants, representatives, committee members, volunteers or employees.

12. INSURANCE.

a. General Terms.

- i. Contractor shall procure and maintain for the duration of this Agreement, such insurance as will protect Contractor, its officers, agents, representatives and employees, from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its officers, agents, representatives or employees.
- ii. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- iii. Contractor shall furnish the County with a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required below shall be primary insurance and shall be non-contributing with any other insurance maintained by the County.
- iv. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- v. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, machinery, equipment or motor vehicles owned or rented by the Contractor, or the Contractor's agents, subcontractors or suppliers.
- vi. Contractor shall have sole responsibility for ensuring that the required insurance coverage and limits are obtained by subcontractors.

vii. **NOTE:** No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

b. Minimum Scope and Amounts of Insurance. At a minimum, Contractor shall obtain insurance as described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles which may be driven by Contractor or any of Contractor's agents, representatives or employees. If necessary, the policy shall be endorsed to provide contractual liability coverage. Such insurance shall be written to provide for a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The County shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the County. Such Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance appropriate to the Contractor's profession shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- iv. Worker's Compensation coverage shall be provided as required by the Industrial Insurance laws of the State of Washington.

13. INDUSTRIAL INSURANCE WAIVER. With respect to the performance of this Agreement and as to claims against the County, its Additional Insureds, officers, agents, representatives and employees, Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

14. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.

Contractor represents and warrants to the County as follows:

- a. Contractor is validly licensed and in good standing under the laws of the State of Washington, and has all requisite power and authority to enter into and to perform its obligations under this Agreement.
- b. Contractor has authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the Contractor's obligations herein.
- c. This Agreement has been validly executed by Contractor's authorized representative and constitutes Contractor's valid, legally binding and enforceable obligation.
- d. Contractor has or will obtain such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary to perform its obligations under this Agreement.
- e. Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.
- f. None of Contractor's representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor in connection therewith, contain or will contain any untrue statement of a material fact, or omits or will omit to state a material fact in any manner which is misleading.

15. PATENT/COPYRIGHT INFRINGEMENT. Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any such action. Such defense and payments are conditioned upon the following:

- a. County will notify Contractor promptly in writing of any notice of such claim.
 - b. In the event such claim of infringement is made, Contractor shall have the right, at its option and expense, to obtain for the County the right to continue using the information, provided no reduction in performance or loss results to the County.
16. OWNERSHIP OF ITEMS PRODUCED. All writings, programs, data, public records or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.
17. COMPLIANCE WITH LAW. The County is an equal opportunity employer. Each Party hereto, in its performance of this Agreement, accepts responsibility for compliance with all applicable local, state and federal laws, regulations and ordinances, including all laws against nondiscrimination in employment and nondiscrimination in the provision of services or benefits. Contractor shall take all necessary steps to ensure full compliance with said laws on the part of Contractor's officers, representatives, agents or subcontractors.
18. DISPUTES.
- a. General. Differences between the Parties arising under and this Agreement shall be brought to the County's attention at the earliest possible time in order that such matters may be settled or other appropriate action taken promptly. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Board of Kittitas County Commissioners shall be final and conclusive.
 - b. Notice of Potential Claims. Contractor shall not be entitled to additional compensation which might otherwise be payable, or to extension of time for: (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless Contractor has given the County a written Notice of Potential Claim within ten (10) days of commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth Contractor's reasons for believing that additional compensation or extension of time should be given, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor

shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- c. Detailed Claim. Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of completing the portion of work from which the claim arose, and before final payment by the County, Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

19. JURISDICTION AND VENUE. This Agreement has been executed and delivered within the State of Washington, and shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions herein, each Party shall pay its own attorney fees incurred in connection with that action or proceeding.

20. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES. This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, nor is it enforceable by, any third parties.

21. NON-DELEGATION/NON-ASSIGNMENT. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

22. CONFIDENTIALITY.


- a. In accord with the laws of the State of Washington, at no time and in no manner will Contractor either directly or indirectly use for Contractor's personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to Contractor or to the County.
- b. Contractor, its representatives, employees, and Contractor's subcontractors and their representatives and employees, shall maintain the confidentiality of all information acquired by Contractor or provided by the County in performance of this Agreement, except upon receipt of the Kittitas County Prosecuting Attorney's

prior written consent, or upon receipt of an order entered by a court after having acquired jurisdiction over the County.

- c. Upon receiving notice of any judicial proceedings seeking disclosure of such information, Contractor shall immediately notify the County.
 - d. Contractor shall indemnify and hold harmless the County, its Additional Insureds, officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney fees and costs, resulting from Contractor's breach of this provision.
23. HEADINGS. The headings of sections and paragraphs of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
24. WAIVER. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the Parties hereto.
25. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.
26. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
27. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 17th
day of May, 2011.

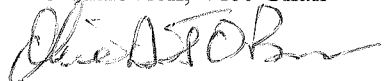
**KITTITAS THE COUNTY BOARD
OF THE COUNTY COMMISSIONERS**
205 West 5th Ave., Suite 108
Ellensburg, WA 98926



Paul Jewell, Chair

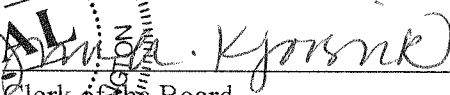


Alan Crankovich, Vice Chair



Obie O'Brien, Commissioner



ATTEST:


Clerk of the Board

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

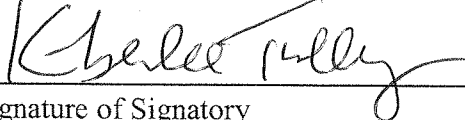
The County Project Contact:

Judy Pless, Budget & Finance Manager
205 West 5th Ave Suite 105
Ellensburg WA 98926
509-962-7502

Kimberlee Tully a.k.a.

QUILL RIDERS, Contractor
11550 Stone Ave. N. #202
Seattle, WA 98133

Contractor Address



Signature of Signatory

Kimberlee Tully

Print Name of Signatory

Date 6/11/11

Address: 11550 Stone Ave N #202
Seattle WA 98133

Contractor Project Contact:
