

Contracts For Services
Dispute Resolution Center of Yakima & Kittitas Counties

This agreement is entered into between KITTITAS COUNTY (COUNTY), a political subdivision of the State of Washington, and DISPUTE RESOLUTION CENTER OF YAKIMA AND KITTITAS COUNTIES (Contractor), a Washington non-profit corporation.

WITNESSETH, that the parties agree as follows:

1. **Scope of services to be performed** by CONTRACTOR. The CONTRACTOR shall operate a Yakima/Kittitas County Dispute Resolution Center in accordance with chapter 7.75 RCW as further described in the Dispute Resolution Plan previously approved by the COUNTY, which plan is incorporated herein by this reference as if set forth in full.
2. **Time of Performance.** The term of this contract shall be January 1, 2017 through December 31, 2021. No later than December 1, 2021, the parties shall agree upon such modifications of this agreement which become evident during the term as necessary to provide the citizens of Kittitas County with the services contemplated herein. Modifications may include the scope of services and rates of compensation. In the event that neither party takes any action to modify, terminate or extend the agreement for term beyond December 31, 2021, the agreement shall remain in effect, on a month to month basis, until the parties modify, terminate or extend the agreement. In this event, the agreement may be terminated by either party, for any reason, upon 30 days notice.
3. **Compensation.** The COUNTY shall pay the CONTRACTOR the total quarterly surcharge revenue from the preceding quarter for providing dispute resolution services to the people of Kittitas County. The COUNTY'S financial obligation under this Agreement shall not in any event exceed the total amount of money received and held by the COUNTY pursuant to Resolution No. 94-85. Quarterly payments will be payable due on the last working day of the month following the close of each quarter.
4. **Fees.** CONTRACTOR may charge fees to the parties to the dispute resolution process in accordance with the fee Schedule attached to this contract. The CONTRACTOR'S Board of Directors may, from time to time, modify the fee schedule. When changes have been made to the CONTRACTOR'S fee schedule, a copy of the new schedule will be filed with the Court Administrator.
5. **Owners of files.** Each of the Dispute Resolution Center confidential case files shall be the property of the CONTRACTOR.
6. **Display of Information.** The COUNTY shall permit the CONTRACTOR to post or display referral brochures and related informational material in appropriate COUNTY offices and facilities.
7. **Annual Accounting- Access to books and records.** The CONTRACTOR shall present to the Board of Kittitas County Commissioners an annual financial review prepared by a certified public accountant. Such reports shall be presented to the board of Kittitas Commissioners no later than September 30 of each year and shall cover the previous fiscal year of January 1st through December 31st. The CONTRACTOR agrees to provide duly authorized representatives of the COUNTY, state or federal agencies access to and the right to copy any or all of its books, accounts, records, files and other papers or property pertaining to the performance of this agreement including where applicable, pertinent information regarding Kittitas County residents served or participating in dispute resolution proceedings; PROVIDED, that the contents of confidential case records of the dispute resolution center shall remain in the sole custody of the CONTRACTOR.

8. **Hold Harmless and Indemnification.** The CONTRACTOR agrees to protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement, including claims by the CONTRACTOR'S employees, volunteers or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, employees or agents.
9. **Nondiscrimination.** The CONTRACTOR agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap or any other status in violation of Washington State Law Against Discrimination (RCW 49.60) or the American With Disabilities Act (42 U.S.C 12101etseq.) In the event the CONTRACTOR violates this provision, the COUNTY may terminate this agreement immediately and bar the CONTRACTOR from performing any services for the COUNTY in the future.
10. **Termination.**
 - a. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the same within thirty (30) days of written notice to do so by the COUNTY, the COUNTY may terminate this contract, in which case the COUNTY shall pay the CONTRACTOR only for costs of services accepted by the COUNTY.
 - b. Either the COUNTY or the CONTRACTOR may terminate this Agreement upon ninety (90) days written notice for any reason other than otherwise provided herein in which case the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the contract to the date of termination, subject to the limitations noted in paragraph 3.
 - c. The invalidity or unenforceability of any particular provision of this Agreement shall not affect other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
11. **Exercise of rights or remedies.** Failure of either party to exercise any rights or remedies under this agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.
12. **Venue Stipulation.** This shall be governed by and interpreted under the law of the state of Washington. Any action, suit, or judicial proceedings for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Kittitas County, Washington.
13. **Documents Included in Agreement.** This agreement constitutes the entire agreement between the parties and includes the following documents:
 1. This Agreement.
 2. Fee Schedule.
14. **Annual Review.** This agreement is subject to annual review by the parties to evaluate costs of delivery of services by CONTRACTOR, revenues generated by the county and potential changes to the services to be provided.

Kittitas County, Washington

Dispute Resolution Center of
Yakima and Kittitas Counties

Chairperson

President

Member

Secretary

Member

Executive Director

Constituting the Board of County Commissioners

Attest this day _____ of _____, _____

Date Signed

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney