

**AGREEMENT FOR SERVICES**

2022

**Eastern Washington Council of Governments**

**&**

**Ferry County**

This Agreement is made and entered into by and between the Eastern Washington Council of Governments, whose address is Lincoln County Courthouse, PO Box 28, Davenport, Washington 99122, hereinafter referred to as the "COUNCIL," and Ferry County, whose principal place of business is 290 E. Tessie Ave, Republic WA 99166, hereinafter referred to as the "COUNTY."

**WHEREAS**, the COUNCIL desires to engage the services of the COUNTY to perform administrative services for the COUNCIL as described more fully by the attached Scope of Services (Exhibit A), as an independent contractor and not as an employee; and

**WHEREAS**, the COUNTY has the necessary administrative systems and staff to perform the activities outlined in the Scope of Services for the COUNCIL.

**NOW, THEREFORE**, it is agreed as follows:

**SCOPE OF WORK**

The COUNTY will provide services and staff, and otherwise do all things necessary for or incidental to the scope of services, as set forth in Exhibit A.

**PERIOD OF PERFORMANCE**

The respective duties and obligations of the COUNTY shall be for a period of twelve (12) months commencing on January 1, 2022 and ending on December 31, 2022 and may be terminated by either party giving thirty (30) days' written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

**COMPENSATION**

The COUNTY shall receive up to \$500.00 monthly from the COUNCIL for the performance of the services rendered to the COUNCIL pursuant to the terms of this agreement. In no event shall the total amount paid to the COUNTY exceed six thousand and no/100 dollars (\$6,000.00), annually.

## **BILLING PROCEDURES AND PAYMENT**

The COUNTY shall submit itemized statements of hours of services performed and expenses incurred during any particular month by the next regularly scheduled COUNCIL meeting. The statement amount shall be paid to the COUNTY within thirty (30) days of submittal of the statement.

Itemized statements shall describe and document, to the COUNCIL'S satisfaction, the work performed the progress of the project, and the expenses. If expenses are included in the invoice, provide a detailed breakdown of each type with supporting documents and evidence of payment. Copies of receipts must accompany expenses in order to receive reimbursement.

## **LIABILITY**

With regard to the services to be performed by the COUNTY pursuant to the terms of this agreement, the COUNTY shall not be liable to the COUNCIL for any acts or omissions in the performance of services on the part of the COUNTY or on the part of agents or employees of the COUNTY, except when said acts or omissions of the COUNTY are due to willful misconduct or gross negligence. The COUNCIL shall hold the COUNTY free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered to the COUNCIL pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the COUNTY and the COUNTY is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

## **ARBITRATION**

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. In the event of such arising out of this agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, costs, and all other related expenses.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<b>COUNCIL</b> <b>Contract Manager Information</b>	<b>COUNTY</b> <b>Contract Manager Information</b>
Mark Stedman, Lincoln County Eastern Washington Council of Governments PO Box 28 Davenport, Washington 99122 Phone : (509) 721- <del>1982</del> <b>1829</b> Fax: Email address: <a href="mailto:mstedman@co.lincoln.wa.us">mstedman@co.lincoln.wa.us</a>	Amanda Rowton, Clerk of the Board Ferry County Commissioners 290 E. Tessie Ave Republic, WA 99166 Phone: (509) 775-5225 Fax: (509) 775-5230 Email address: <a href="mailto:commissioners@co.ferry.wa.us">commissioners@co.ferry.wa.us</a>

**ASSURANCES**

The COUNCIL and the COUNTY agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

**ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.


**CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.


IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 13<sup>th</sup> day of January 2022.

**EASTERN WASHINGTON COUNCIL  
OF GOVERNMENTS**

**FERRY COUNTY**

  
 \_\_\_\_\_  
 Signature  
 Chair  
 \_\_\_\_\_  
 Title

1/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 Clerk of the Board  
 \_\_\_\_\_  
 Title

Jan 13, 2022  
 \_\_\_\_\_  
 Date

**EXHIBIT A**  
**Scope of Services**

**REGULAR & SPECIAL MEETINGS**

1. Schedule meetings
2. Develop agendas in cooperation with the COUNCIL members
3. Develop meeting notices
4. Record minutes

**ARCHIVES**

1. All documents received from TEDD as of May 2018 to be kept securely by Steven County.

**OTHER**

1. Work with Stevens County to keep webpage updated
2. Distribute all Water Conservancy Board notices
3. Draft letters/resolutions as needed
4. Facilitate scheduling and coordination of EWCOG-sponsored events