

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into effective this ____ day of _____, 20____, by and between **SOUTH SOUND 911 PUBLIC AUTHORITY**, doing business as **SOUTH SOUND 911** (hereinafter referred to as "SS911"), and Insert Name of Contractor, a Insert Business Entity Status, e.g., sole proprietorship, limited liability company, Washington state corporation, etc., (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. **Scope of Services/Work**

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit _____ attached hereto and incorporated herein.

2. **Term**

This Contract shall be in full force and effect for a period commencing _____ and ending _____ unless sooner terminated under the provisions provided herein.

3. **Compensation and Payment**

- A. SS911 shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit _____.
- B. Upon SS911's request, the CONTRACTOR shall submit necessary and appropriate documentation, as determined by SS911, for all invoiced services and deliverables.
- C. Payment shall be made through SS911's ordinary payment process.
- D. SS911 may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of SS911.
- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F. In the event the CONTRACTOR incurs costs in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and SS911 shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against SS911 on account thereof.
- G. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, SS911 will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period and this Contract will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to SS911 in the event this provision applies.

4. **Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by SS911 with respect to payments to the CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of the CONTRACTOR's status as an independent contractor hereunder, no workers'

compensation insurance has been or will be obtained by SS911 on account of the CONTRACTOR. The CONTRACTOR may be required to provide SS911 proof of payment of these said taxes and benefits. If SS911 is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold SS911 harmless from those costs, including attorneys' fees.

5. Qualifications

The CONTRACTOR declares that it is competent and qualified to provide the services under this Contract. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

6. Contract Administration and Right to Audit

- A. The Insert Dept/Division/SS911 Contact for SS911 shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR and shall coordinate all communications between the CONTRACTOR and SS911.
- B. The CONTRACTOR shall, at such times and in such form as SS911 may reasonably require, furnish SS911 with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon SS911's request, the CONTRACTOR shall make available to SS911 all accounts, records, and documents related to the Scope of Work for SS911's inspection, auditing, or evaluation during normal business hours as reasonably needed by SS911 to assess performance, compliance, and/or quality assurance under this Contract.

7. Records Retention

Records created pursuant to this Contract that are not turned over to SS911 shall be retained by the CONTRACTOR for a period of six years after receipt of the final payment under this Contract or termination of this Contract, and the CONTRACTOR shall make them available to SS911 upon request.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	CONTRACTOR
South Sound 911 Budget & Finance Department 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name Address City, State Zip
Phone: (253)798-2347	Phone
Facsimile: (253)798-7874	Facsimile
Email: AccountsPayable@SouthSound911.org	E-mail

9. Termination

SS911 may terminate this Contract at any time, with or without cause, by giving ten (10) business days' written notice to the CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to SS911.

10. Taxes, Licenses and Permits

The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If SS911 is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold SS911 harmless from such costs, including attorneys' fees.

11. Indemnification

- A. The CONTRACTOR shall defend, indemnify and hold harmless SS911, its officers, officials, agents, employees, and volunteers 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 CONTRACTOR in performance of this Contract, except for injuries and damages caused by the sole negligence of SS911.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and SS911, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

12. Insurance

During the course and performance of the services herein specified, the CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability - statutory limits as required by the Industrial Insurance Laws of the State of Washington.
- B. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate. The Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. SS911 shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy and the additional insured endorsement shall be at least as broad as ISO CG 20 26. The CONTRACTOR's coverage shall be primary insurance with respect to the work performed for SS911. Any insurance, self-insurance, or self-insured pool coverage maintained by SS911 shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. Automobile Liability coverage - \$1,000,000 combined single limit for bodily injury and property damage per accident.
- D. Professional Liability - \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Certificates of the above insurance coverage and any applicable endorsement shall be provided to SS911. If any of the above insurance coverage is cancelled or materially changed, the CONTRACTOR shall give written notice to SS911 within 24 hours.

Failure on the part of the CONTRACTOR to maintain the insurance coverage as required shall constitute a material breach of contract, upon which South Sound 911 may, immediately terminate the Contract.

13. Nondiscrimination

The CONTRACTOR agrees to comply with all federal and state laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, SS911 shall be deemed to have cause to terminate this Contract, in whole or in part.

14. Conflict of Interest

No officer, employee or agent of SS911, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR's services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed by the CONTRACTOR.

15. Work Product

All documents and materials developed under this Contract, whether finished or not, are the property of SS911 and shall be forwarded to SS911 at its request and may be used by SS911 as it sees fit.

16. Public Disclosure

This Contract and documents provided to SS911 by the CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act).

17. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit SS911's right to terminate authorized by this Contract.

18. Miscellaneous Provisions

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire Contract between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Contract shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to Enter into This Contract. The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of the CONTRACTOR.
- I. Disclosure. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington, adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

19. Debarment and Suspension.

The CONTRACTOR acknowledges that it is responsible to notify SS911 of any federal, state or local debarment or suspension regarding the CONTRACTOR, the CONTRACTOR's employee(s), or any Subcontractor used in regard to this Contract, that exists at the time this Contract is made or that occurs during the life of this Contract

up to the effective date of termination. Failure to notify SS911 is grounds for termination of the Contract. Debarment or suspension, if it affects the funding source for the project or impacts the CONTRACTOR's ability to perform, is grounds for termination of the Contract.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

SOUTH SOUND 911

INSERT NAME OF CONTRACTOR

Deborah Grady
Executive Director

Printed Name:

Title:

Approved as to Form:

Address:

Peter Beckwith
General Counsel

Approved as to Budget:

City/State/Zip

Tax ID:

Janet Caviezel
Finance Director

EXHIBIT "A"

Scope of Work

EXHIBIT "B"

Method of Compensation

The total price to be paid by SS911 for the CONTRACTOR's full and complete performance of the Scope of Work hereunder shall not exceed \$ _____ without the written consent of SS911. Compensation shall be made as follows: [ex. x per hour; x per project; reimbursables.]

EXHIBIT "C"

Insurance Certificate