

## Kittitas County Human Resources

205 W 5<sup>th</sup> Ave Suite 107 • Ellensburg, WA 98926

Phone: (509) 962-7082 • Fax: (509)962-7083

Website: [www.co.kittitas.wa.us](http://www.co.kittitas.wa.us) • Email: [hr@co.kittitas.wa.us](mailto:hr@co.kittitas.wa.us)

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October 30, 2019

Mx. Fox Blackhorn, Compliance Coordinator 2  
Public Disclosure Commission  
711 Capitol Way S. #206  
PO Box 40908  
Olympia, WA 98504-0908  
[pdc@pdc.wa.gov](mailto:pdc@pdc.wa.gov)

*Sent via Email*

*Re: PDC Case# 59160  
October 24, 2019 Complaint from Fennelle Miller*

Dear Mx. Blackhorn:

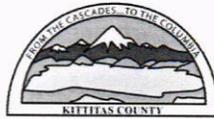
I received your email dated October 24, 2019, regarding the PDC complaint filed by Ms. Fennelle Miller, and, as you requested, am providing a brief response.

To begin with, it is important for you to know the context in which I sent the October 11, 2019 email (a complete copy of which, with attachments, is attached with this letter for your review) referenced in Ms. Miller's complaint. On October 1 and 2, 2019, Kittitas County received Public Records Requests for copies of letters written by two of our County Commissioners, Laura Osiadacz and Brett Wachsmith, describing an incident involving our third County Commissioner, Cory Wright, that apparently occurred during an August 21, 2019 executive session (private) meeting of the Kittitas County Board of County Commissioners.

I then worked with the Prosecutor's Office to gather and redact records responsive to the requests, as well as to alert the County Commissioners of the nature of the requests and the intent to release the records to the requestor on October 18, 2019.

However, before Kittitas County fulfilled the Public Records Requests, Commissioner Wright publicly released the letters, as well as his written response. The release of the letters and Commissioner Wright's response was the subject of a relatively high amount of local news and social media commentary and speculation (with varying degrees of accuracy and truthfulness), as these letters had not been previously been made public or even distributed internally among county staff. Kittitas County had considered this to be an internal matter, and had developed a plan to handle it internally. As you can imagine, county staff had questions about the release of these documents as well.

For these reasons, attorneys in the Prosecutor's Office and I all felt it was important to immediately provide accurate information and copies of the relevant documents to the Kittitas County Department



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Heads and Elected Officials, so they would not be blindsided by questions from county staff or the public. It seemed appropriate for this communication to come from me given my position as the Kittitas County HR Director and Risk Manager, which often involves the development and implementation of a public and internal relations strategy. I included a copy of Commissioner Wright's response in my email, as I felt it was relevant to answering questions the Kittitas County Department Heads and Elected Officials might have or receive regarding what happened and the county's response plan. Our Management Team firmly believes in open communication and keeping each other informed, which was the pure intent of my message.

I sent the October 11, 2019 email only to the Kittitas County Department Heads and Elected Officials, and did not forward or share it with other county employees or members of the public. As you can see in the body of the email, I asked the recipients to use discretion as to which county employees they shared the email with. It is not entirely clear to me how Ms. Miller obtained a copy of my email, but I can verify that I did not send it to her, nor did I ask or suggest anybody send it to her or other members of the public.

In conclusion, I sent out the October 11, 2019 email as part of the normal and regular conduct of my position of HR Director and Risk Manager for Kittitas County; and in no way did I intend for my email to assist or hinder the campaign of Kittitas County Commissioner Cory Wright. I appreciate your consideration of this response, and respectfully ask that Ms. Miller's complaint be dismissed as unfounded and frivolous.

Sincerely,

LISA YOUNG

HR Director and Risk Manager

Encl. – Email of 10/11/2019 with attachments

## Fox Blackhorn

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**From:** Lisa Young <lisa.young@co.kittitas.wa.us>  
**Sent:** Friday, October 11, 2019 3:21 PM  
**To:** Amy Cziske; Brett Wachsmith; Cory Wright; Dan Carlson; Gene Dana; Greg Zempel; Jerry Pettit; Jim Goeben; Judge Candace Hooper; Judge Darrel Ellis; Judge Paul Sander; Judge Scott Sparks; Julie Kjorsvik; Kady Porterfield; Katrina Mankus; Laura Osiadacz; Lisa Young; Mark Cook; Mike Hougardy; Nick Henderson; Patrick Gigstead; Patti Johnson; Tim Egan; Tipton Hudson; Todd Davis; Tristen Lamb; Val Barschaw  
**Subject:** Important Communication  
**Attachments:** Statement - Wright, C..pdf; Email - BW to GZ - REDACTED.pdf; Incident Report - LO to HR.pdf; Personal Services Agreement - W. Wilkins - Signed by BOCC - 09.24.19.pdf; AMENDED Attachment B - Signed by BOCC - 10.01.19.pdf; Professional Services Agreement Marilyn McCabe-Love.pdf; Professional Services Agreement - Amendment Marilyn McCabe Love Res-2019-146.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Department Heads and Elected Officials,

In the spirit of the open communication and awareness that we value as a management team, I feel it is important to share the attached documents with you, as they have been released in response to multiple public records requests, including the Daily Record. I have also received Commissioner Wright's permission to share the attached written response which he has provided to the Daily Record. It is my understanding the newspaper will be releasing an article soon.

You may have already seen pieces of information being shared on social media, or heard comments from the community either directly or in passing, related to the content of the attachments. Following these events we did contract with management consultant, Wally Wilkins, Ph.D. While he does have a background in psychology, his business focus includes organizational training, consulting, and coaching. He was recommended by our EAP Representative as an expert in building strategies for organizational strength, resiliency, and success.

I hope this will help you be informed public servants as you are approached with questions or comments. Please share this with your employees at your discretion.

Sincerely,  
Lisa

\*\*\*\*\*

*Lisa Young*  
*Human Resource Director/Risk Manager*  
Kittitas County | 205 West 5th Avenue, Suite 107 | Ellensburg, WA 98926  
(509) 962-7084 | [lisa.young@co.kittitas.wa.us](mailto:lisa.young@co.kittitas.wa.us)

On October 1st & 2nd, my opponent personally filed multiple Public Records Requests with the county for letters written by my fellow commissioners to internal staff following an executive session on August 21. Prior to her public records request, I was not fully aware the requested letters existed.

I have since reviewed these letters and have posted them on my website. I wish to address them and any allegations arising as a result.

Since my appointment to the Board of Commissioners, I have brought the same level of focus and desire for solutions that made my 20-year career in the private sector successful. My commitment to the citizens of Kittitas County pushes me daily to find long-term solutions for issues we face. I am a passionate believer that our future lies in collaboration and thoughtful discussion with the stakeholders interested in solving these same issues.

While I cannot legally discuss the content of the August 21 executive session, I can say that the conversations that day brought my passion for this job to the surface. I was concerned that instead of collaboration, others were intentionally excluding me and colluding for a certain outcome and I could not stand for that. While the letters attempt to paint a picture of my actions and demeanor, I vehemently dispute the severity of the situation that they describe. Had the events occurred as depicted, I feel it would have compelled either Commissioner Wachsmith or Director Cook to intervene and neither did so.

Additionally, the letters do not fully describe the apology I immediately made, nor do they outline the commitment I gave that I would never again reach that level. Every one of us has found ourselves in the midst of emotional displays for which we were regretful after, and I am no different. In the end, the person I was most upset with that day was me. In that moment I committed to, when necessary, disagreeing without being disagreeable.

I do not wish to speak for my fellow commissioners, but I believe in the days since this executive session we have worked together with a better understanding because the underlying issues were brought to light. I look forward to continuing our work together for the people of Kittitas County in spite of this unfortunate incident.

Most importantly, I sincerely hope that my opponent's request for these records was not an attempt to bring the divisive politics of Washington, D.C. to Kittitas County. At an event early in this endeavor, I made a commitment to her campaign manager that I would not resort to negative tactics — a commitment that was reciprocated at the time. Our community is too small and too familiar to sling mud. My work has focused on the important issues we're facing, and my campaign has been no different. I believe the voters of our county not only know my commitment to this job but can also relate to the powerful emotions that arise from the issues we deal with. I am hopeful this campaign can continue to be about the important challenges and opportunities our county faces.

The transition from private sector to public service, while full of learning opportunities, proves the same foundational principles of honestly expressing my views, leading by example, and setting up colleagues for success will never fail. I am committed to maintaining these values, and by doing so will continue to set your county government on the right course for the future. I look forward to continuing the incredible honor of serving as your County Commissioner.

I'm always available to talk so if you have any questions, please call me at (509) 341-0540 or email me at [cory@electcorywright.com](mailto:cory@electcorywright.com).

**AMENDMENT TO  
Personal Services Agreement**

**ORIGINAL**

Wallace Wilkins, Ph.D. and Kittitas County, a political subdivision of the State of Washington, agree to amend the Personal Services Agreement they signed on September 24, 2019, as follows:

ATTACHMENT "B" of the Personal Services Agreement dated September 24, 2019 shall be replaced in its entirety with the AMENDED ATTACHMENT "B", including the summary of anticipated expenses, attached hereto.

All other terms and conditions of the Personal Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Personal Services Agreement Amendment, this 30<sup>th</sup> day of September, 2019.

**APPROVED:**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

**ABSENT**

\_\_\_\_\_  
Signature

Print Name: Wallace Wilkins, Ph.D.

Title: Business Owner

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Commissioner

Attest:



\_\_\_\_\_  
Mandy Buchholz

Julie Kjorsvik, Clerk of the Board

Mandy Buchholz, Deputy Clerk II

**AMENDED ATTACHMENT "B"**

**COMPENSATION**

THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL THE CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "F")

As full compensation for satisfactory performance of the work described in Attachment "A", the County shall pay to the Contractor compensation not to exceed \$10,000, unless mutually agreed in writing in advance.

\$3250/day plus travel (mileage, meals, lodging). Professional activities outside of scheduled day-long sessions for Kittitas County are invoiced at \$325/hour. These activities include telephone consultations, electronic correspondence, document review and document preparation (if any).

There is no charge for routine, clerical activities that do not require the training, experience, understanding and knowledge of a professional. There will be no charge for time in travel.

The Contractor shall submit periodic invoices for services and charges, with a request that each invoice be paid in a timely manner, to the County Project Manager listed on page 1 of this Agreement. The Contractor shall submit with each periodic invoice a written progress report to the County Project Manager. The progress reports shall include, at a minimum, the following: any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

See attached cost estimates.

AMENDED ATTACHMENT "B"

Activity	Cost		
Daily rate - 10/30	3250		
Daily rate - 10/31	3250		
<b>SUBTOTAL</b>	<b>6500</b>		
Hourly rate - ONE HOUR	325		
Hourly rate - TWO HOURS	325	650	
Hourly rate - THREE HOURS	325	975	
Hourly rate - FOUR HOURS	325	1300	
Hourly rate - FIVE HOURS	325	1625	
Hourly rate - SIX HOURS	325	1950	
Hourly rate - SEVEN HOURS	325	2275	
Hourly rate - EIGHT HOURS	325	2600	<i>estimated hours</i>
<b>SUBTOTAL</b>	<b>2600</b>		
Hotel - Holiday Inn Express -Night one	105.90		
Hotel - Holiday Inn Express -Night two	105.90		
<b>SUBTOTAL</b>		<b>211.80</b>	
Mileage - one way - WW office to hotel	109	0.58	63.22
Mileage - one way - Courthouse to WW office	108	0.58	62.64
Mileage - one way - hotel to Courthouse (1.2 each way)	2.4	0.58	1.39
Mileage - Courthouse to hotel	1.2	0.58	0.70
<b>SUBTOTAL</b>			<b>127.95</b>
Meals - Day one	60		
Meals - Day two	60		
<b>SUBTOTAL</b>			<b>120</b>
<b>TOTAL ESTIMATED COST - PHASE ONE</b>		<b>9559.75</b>	

Meals	All Areas	High Cost <sup>1</sup>
Breakfast	\$11.00	\$13.00
Lunch	\$16.00	\$19.00
Dinner	\$33.00	\$39.00
<b>TOTAL (100%)</b>	<b>\$60.00</b>	<b>\$71.00</b>

**Private Vehicle Rate**

\$0.58 per mile

effective January 1, 2019, per Board of County Commissioners Resolution 2019-006

## Elishia Harvill

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**From:** Brett Wachsmith  
**Sent:** Thursday, August 22, 2019 12:35 PM  
**To:** Greg Zempel  
**Cc:** Elishia Harvill  
**Subject:** [REDACTED] Meeting Debrief

Greg,

I stopped by yesterday because I wanted to reach out to you to inform you of the hostile verbal attack that took place in yesterday's executive session. The entire board of commissioners were present along with Public Works Director Cook to discuss possible lease/real estate options the county might have in regards to [REDACTED] county owned land. Commissioner Wright appeared agitated from the start of the meeting and his temper escalated from there. I have never been in a meeting where I saw someone act in a threatening way as I witnessed during this meeting. Commissioner Wright's actions were hostile and he had what I would define as a violent verbal outburst towards Commissioner Osiadacz. Where he jumped out of his seat, got in her face and yelled at her while slamming his fist down on the table. We were all shaken and I did not want to engage because I did not want to make the situation worse.

I have spoken with Lisa Young in Human Resources giving her my take on the meeting and she indicated the two of you would be following up with one another. I want to address this issue because there have been prior meetings where we have witnessed outbursts, yesterdays happened to be the worst. As you'll recall an instance with Deputy Prosecuting Attorney Calkins had a meeting where there was an outburst. We need to get him help to ensure this does not happen in the future.

Let me know when is a good time to sit down together and talk.

Thank you,  
Brett

Brett Wachsmith  
Kittitas County Commissioner, District #3  
205 West Fifth Avenue, Suite 108  
Ellensburg, WA 98926

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Notice: Email sent to Kittitas County may be subject to public disclosure as required by law.  
message id: 38eb45916c6dcdbdac24bb8719d004a14

August 21, 2019

This is a record of an incident that occurred today at 10:30am in the Commissioner's Conference Room during an executive session.

People present were: Commissioner Laura Osiadacz, Commissioner Cory Wright, Commissioner Brett Wachsmith, and Director Mark Cook.

We entered the meeting to discuss:

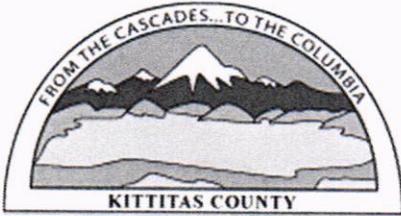
Executive Session - To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

During this meeting Commissioner Cory Wright was visibly angry. I was unsure why he was angry so I asked, "Is everything okay? You appear to be upset about something." Commissioner Wright then changed his demeanor from anger to aggressive and menacing.

He then started yelling at me. He had a wild look in his eyes and he postured himself in a threatening manner which has left me fearing for my safety. While in the meeting I was completely terrified and was scared he was going to attack me from across the table. I am not by nature a timid person, and deal with stressful situations on a regular basis not only as a Commissioner but also as a volunteer firefighter. I do believe I am a good judge of character, and in this situation there was no reasoning with Commissioner Cory Wright. He used his size and aggression to posture in a way that I would fear for my safety. In a fight or flight situation my instinct was flight. I believed the only way to get out of this situation without continued escalation was to submit to his aggressive behavior. All I could do was sit there, begin shaking, and cry.

I have spent the day paralyzed by the events of this morning. I am trying to understand why Commissioner Wright would act this way. He made a statement during his tirade that he feels that he is always feeling that he is walking on a tightrope working with Commissioner Wachsmith and myself, and that we are working behind his back to plot against him.

I honestly do not know why he feels this way as I have never acted to work against anyone. I cannot own Commissioner Wright's thoughts and beliefs. I find his accusations against me to be disturbing and worry for his mental well-being.



## Personal Services Agreement

THIS AGREEMENT is entered into between KITTITAS COUNTY (hereinafter "the County" or "Kittitas County"), a political subdivision of the State of Washington, and

**Name:** Wallace Wilkins, Ph.D.  
**Address:** 1000 First Avenue  
Suite 1601  
Seattle, WA 98104  
**Project Contact:** Wallace Wilkins, Ph.D.  
**Telephone #:** 206-284-1943  
**Email:** success@take-risks.com

**County's Address:**  
Kittitas County  
205 W. 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**County Project Manager:**  
**Name:** Lisa Young  
**Title:** HR Director  
**Telephone #:** (509) 962-7084  
**Email:** lisa.young@co.kittitas.wa.us

(hereinafter "Contractor").

This Agreement is comprised of:

Attachment A – Scope of Work

Attachment B – Compensation

Attachment C – General Conditions

Attachment D – Insurance

Attachment E – Retirement Status Form (signature required)

Attachment F – Contractor W-9 (must be completed and returned to the County for payment)

Copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2019 and shall be completed no later than December 31, 2019, unless terminated as provided elsewhere in this Agreement.

PERSONAL SERVICES AGREEMENT

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 24<sup>th</sup> day of September, 2019.

**APPROVED:**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Signature

  
\_\_\_\_\_

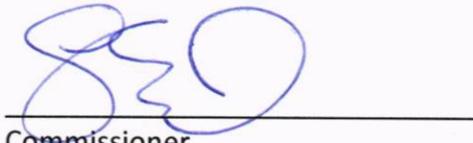
Chair

Print Name: Wallace Wilkins, Ph.D.

  
\_\_\_\_\_

Vice-Chair

Title: Business Owner

  
\_\_\_\_\_

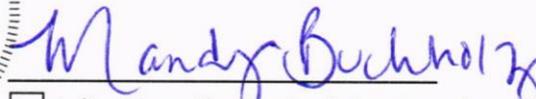
Commissioner

Date: \_\_\_\_\_, 20\_\_\_\_

CONTRACT HAS BEEN APPROVED AS TO FORM BY KITTITAS  
COUNTY DEPUTY PROSECUTING ATTORNEY



Attest:

  
\_\_\_\_\_

- Julie Kjorsvik, Clerk of the Board
- Mandy Buchholz, Deputy Clerk II

**ATTACHMENT "A"**

**SCOPE OF WORK**

The purpose of this Agreement is to provide organizational consulting services as follows:

Kittitas County Initial Scope of Work – Phase I\*

Two days of consulting services to include individual and group meetings, wrap up and planning discussions, at a daily rate. Additional preparation work shall be billed at an hourly rate, as outlined in Attachment "B".

\*Subsequent consultations (Phase II) can include content-specific workshops, one-to-one coaching, telephone coaching, team-building, group facilitations. A separate Agreement will be created for Phase II.

**ATTACHMENT "B"**

**COMPENSATION**

**THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL THE CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "F")**

As full compensation for satisfactory performance of the work described in Attachment "A", the County shall pay to the Contractor compensation not to exceed \$7,500, unless mutually agreed in writing in advance.

\$3250/day plus travel (mileage, meals, lodging). Professional activities outside of scheduled day-long sessions for Kittitas County are invoiced at \$325/hour. These activities include telephone consultations, electronic correspondence, document review and document preparation (if any).

There is no charge for routine, clerical activities that do not require the training, experience, understanding and knowledge of a professional. There will be no charge for time in travel.

The Contractor shall submit periodic invoices for services and charges, with a request that each invoice be paid in a timely manner, to the County Project Manager listed on page 1 of this Agreement. The Contractor shall submit with each periodic invoice a written progress report to the County Project Manager. The progress reports shall include, at a minimum, the following: any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

**ATTACHMENT "C"**

**GENERAL CONDITIONS**

1. **Scope of Contractor's Services:** Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Attachment "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Performance of Work:** Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.
3. **Schedule of Performance:** Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
4. **Definitions:**
  - 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
  - 4.2 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.
  - 4.3 The "Work" means all of the duties listed in Attachment "A" and the performance of all other obligations, under this Agreement by Contractor or its Support.
5. **Accounting and Payment for Contractor Services:** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Attachment "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the total number of hours for the month and the total dollar payment requested. Unless specifically stated in Attachment "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

**THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL THE CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "F")**

## PERSONAL SERVICES AGREEMENT

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Attachment "B".

6. Assignment and Subcontracting: 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.
7. Independent Contractor: The Contractor's services 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, 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.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment "B" and the 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.

Contractor will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment: The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.
9. Taxes: The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

## PERSONAL SERVICES AGREEMENT

10. Regulations and Requirement: This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the Attachments.
11. Right to Review: This contract 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 program by whatever means are 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 records 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. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.
12. Modifications:
  - 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
  - 12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") make changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
  - 12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.
  - 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.
  - 12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.
13. Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for

default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement: The Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, 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, when such injury to persons or damage to property is due to the negligence of the Contractor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
16. Industrial Insurance Waiver: With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, 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.**
17. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in

PERSONAL SERVICES AGREEMENT

the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment: In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
19. Future Non-Allocation of Funds: If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
20. Contractor Commitments, Warranties and Representations: The Contractor represents and warrants to the County as follows:
  - 20.1 The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.
  - 20.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Contractor under this Agreement in accordance with its terms.
  - 20.3 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
  - 20.4 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.
  - 20.5 The 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. The 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.
  - 20.6 The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

## PERSONAL SERVICES AGREEMENT

- 20.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
21. 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. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
- 21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
22. Disputes:
- 22.1 General: Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. 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 Kittitas County Commissioners shall be final and conclusive.
- 22.2 Notice of Potential Claims: The Contractor shall not be entitled to additional compensation which otherwise may 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 the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the 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 the reasons for which the Contractor believes additional compensation or extension of time is due, 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.
- 22.3. Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation

PERSONAL SERVICES AGREEMENT

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.

23. Ownership of Items Produced: All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.
24. Confidentiality: The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
25. Notice: Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, the County Project Manager (listed on page 1 of this Agreement) and to the Kittitas County Board of County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.
26. Severability: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
27. Miscellaneous:
  - 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
  - 27.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

PERSONAL SERVICES AGREEMENT

- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
28. 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.
29. Survival: The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, and 31, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
30. Nondiscrimination:
- 30.1 The County is an equal opportunity employer.
- 30.2 Nondiscrimination in Employment: In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 30.3 Nondiscrimination in Services: The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.
- 30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

PERSONAL SERVICES AGREEMENT

31. 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 accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates 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 for by RCW 39.12.060.

32. Time is of Essence: Time is of the essence in the performance of this contract unless a more specific time period is set forth elsewhere in this Agreement.
33. Construction: This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
34. Standard of Care: The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contract currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
35. 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, or is it enforceable by, any third parties.

**ATTACHMENT "D"**

**INSURANCE**

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's 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 Support.

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.

The Contractor shall provide proof of insurance for:

1) Professional Liability Insurance.

- Coverage limits not less than:
  - \$1,000,000 per occurrence/\$3,000,000 aggregate
- Certificate Holder – Kittitas County
- The Certificate must name the County as additional insured as defined in the Agreement
- Sixty (60) days written notice from Contractor to the County of cancellation of the insurance policy.

2) Stop Gap/Employers Liability (if Contractor has employees).

- Coverage limits not less than:
  - \$1,000,000 each accident
  - \$1,000,000 disease – policy limit
  - \$1,000,000 disease – each employee
- Thirty (30) days written notice from Contractor to the County of cancellation of the insurance policy.

3) Automobile Liability Insurance.

- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
- Coverage limits not less than:
  - \$100,000 bodily injury per person/\$300,000 per occurrence

## PERSONAL SERVICES AGREEMENT

- \$50,000 property damage per occurrence
  - Thirty (30) days written notice from Contractor to the County of cancellation of the insurance policy.
- 4) Workers' Compensation.
- Workers' Compensation in amounts required by law.

Contractor shall furnish to the County a Certificate of Insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect, and name the County as additional insured, excluding i) Workers Compensation and ii) Commercial Automobile Liability, where County will not be named additional insured. Contractor hereby waives all rights of recourse against Kittitas County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

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.



Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

ACE American Insurance  
Company

PRODUCER NUMBER 273865

DATE OF ISSUE October 17, 2018

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

**NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY**  
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING  
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>58G22198002</b>		
1.	<b>Named Insured:</b> Address: City, State & Zip Code:	<b>Wallace Wilkins</b> 1000 1st Ave Unit 1601 Seattle, WA 98104 1058	
2.	<b>Policy Period:</b> 12:01 A.M. local time at the address shown in Item 1.	From: 12/01/2018	To: 12/01/2019
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	
	Professional Liability Wrongful Employment Practices	\$1,000,000 Each Incident	\$3,000,000 Aggregate \$5,000 Aggregate
	Licensing Board Defense Other Governmental Regulatory Body Defense Deposition Expense Premises Medical Payment Assault and/or Battery Loss of Earnings	\$50,000 per Proceeding \$10,000 per Proceeding \$5,000 per Insured \$2,500 per Person \$500 per Day, per Insured	\$75,000 Aggregate \$1,000 Aggregate \$15,000 Aggregate Per Incident
	REIMBURSEMENTS		
	Surcharge(s)		
	Total Premium		\$533.00
4.	Retroactive Date	12/01/1991	
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748, PF15217a (05/07), CC-1K11i (02/18), PF15245a, PF15313b, PF17914 (02/05),		
6.	<b>Notice of claim should be sent to:</b> Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850	<b>All other correspondence should be sent to:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	Trust Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	1.877.637.9700



**PEMCO**  
**Insurance**

1300 Dexter Avenue N  
Seattle, WA 98109-3571

**PEMCO Auto Policy**  
**Amended Declarations**  
**PEMCO Mutual Insurance Company**  
**Policy Number CA 0626763**

EFFECTIVE DATE  
**07/18/19**  
12:01 A.M., PACIFIC STANDARD TIME

EXPIRATION DATE  
**07/18/20**

Valued Customer Since  
**1992**

Named Insured:

**WALLACE W. WILKINS**  
**1000 1ST AVE UNIT 1601**  
**SEATTLE WA 98104-1058**

412

This new Declarations replaces any earlier version. Please keep it for your records.

Added Paid in Full Discount

Endorsement effective date: 07/18/19

***Please verify all information.***

***Make your changes on line at pemco.com or call 1-800-GO-PEMCO (1-800-467-3626).***

**2006 TOYOTA CAMRY SOLARA SE/SLE** VIN 4T1FA38P46U105406

<b>COVERAGES</b>	<b>Limits/Deductible</b>	<b>Premium</b>
Bodily Injury	\$100,000 each person/\$300,000 each occurrence	\$331.87
Property Damage Liability	\$50,000 each occurrence	\$307.63
Underinsured Motorist Bodily Injury	\$100,000 each person/\$300,000 each occurrence	\$99.51
Underinsured Motorist Property Damage	\$50,000 each occurrence	\$18.67
Personal Injury Protection	\$10,000	\$84.12
Loss of Income	\$200 max per week/\$10,400 max per occurrence each person	Included
Collision	Deductible: \$500	\$322.66
Comprehensive	Deductible: \$100	\$84.13
Auto Loan/Lease	Not Selected	
Towing	\$100	\$8.72
Rental Reimbursement	Not Selected	
Stereo/Communication Equipment	Not Selected	
Customized Equipment	Not Selected	
Rideshare	Not Applicable	
Vehicle Premium		<b>\$1,257.31</b>

**Garaging Address:** 1000 1st Ave Unit 1601, Seattle, WA 98104-1058

**Estimated Annual Mileage:** 3,000-3,999

**Vehicle Discounts:** Anti-Theft, Low Mileage

**Premium change amount** -\$66.17

**Total Policy Premium**

**\$1,257.31**

**THE FOLLOWING DISCOUNTS ARE BEING APPLIED TO THIS POLICY**

- Anti-Theft
- Auto Plus Condominium
- Defensive Driver
- Homeownership
- Low Mileage
- Loyal Auto Customer
- Northwest Affinity – University of Washington Alumni
- Paid in Full

**DRIVER AND HOUSEHOLD INFORMATION**

**Auto Declarations 12/2016**

Questions? Check our Customer Support site at pemco.com, make your changes online or call 1-800-GO-PEMCO (1-800-467-3626).

Page 1 of 2



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Wallace W. Wilkins III</b>	
	Business name/disregarded entity name, if different from above <b>Wallace Wilkins, Ph.D.</b>	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>1000 First Avenue, Unit 1601</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Seattle WA 98104-1058</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	0	-	3	1	9	1	8	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person 	Date ▶ <b>3/7/19</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code center*.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fisherman, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The owner <sup>4</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>4</sup>
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>4</sup>
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The public entity
	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.  
<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN.
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON

RESOLUTION TO AUTHORIZE EXECUTION CONTRACT AMENDMENT

RESOLUTION No. 2019-146

WHEREAS, Kittitas County and Marilyn McCabe-Love entered into a professional services contract in mid-May of 2019; and

WHEREAS, said contract limited payment to \$5,000; and

WHEREAS, the services provided by Ms. McCabe-Love actually cost \$6,642.85; and

WHEREAS, both the County and Ms McCabe-Love desire to amend to agreement to allow for such payment.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington authorizes execution of the contract amendment providing for a contract fee of \$6,642.85 substantially as attached hereto and incorporated herein by this reference.

ADOPTED this 23<sup>rd</sup> day of September, 2019.

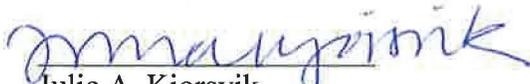
BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

  
Cory Wright, Commissioner

  
Brett Wachsmith, Commissioner

Absent  
Laura Osiadacz, Commissioner

ATTEST:  
CLERK OF THE BOARD

  
Julie A. Kjorsvik



**PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

This contract amendment is made by and between Kittitas County (hereinafter “the County” or “Owner”) and Marilyn McCabe-Love (hereinafter “Contractor” or “Broker”). The County and Contractor agree as follows:

**WHEREAS**, Kittitas County and Marilyn McCabe-Love entered into a professional services contract in mid-May of 2019; and

**WHEREAS**, said contract limited payment to \$5,000; and

**WHEREAS**, the services provided by Ms. McCabe-Love actually cost \$6,642.85; and

**WHEREAS**, both the County and Ms McCabe-Love desire to amend to agreement to allow for such payment.

**Now Therefore** the last paragraph of the first page of said contract, wherein the maximum contract amount was set at \$5,000.00 is amended to set that maximum as \$6,642.85. All other terms and conditions of said contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 23<sup>rd</sup> day of Sept., 2019.

**APPROVED:**

MARILYN MCCABE-LOVE

BOARD OF COUNTY COMMISSIONERS  
KITTTITAS COUNTY, WASHINGTON

  
Signature of Signatory  
(Date 9-25-19)

  
Cory Wright, Chairman

Marilyn McCabe Love  
Print Name of Signatory

  
Brett Wachsmith, Vice-Chairman

absent  
Laura Osiadacz, Commissioner

Attest:



Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**

2106 S.E. Hastings Ln  
Fort Orchard, Wa  
98367

**County's Address:**

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**

Marilyn McCabe Love  
253-318-5555

**Project Contact:**  
\_\_\_\_\_



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Kittitas County (hereinafter "the County" or "Owner") and Marilyn McCabe-Love (hereinafter "Contractor" or "Broker"). The County and Contractor agree as follows:

General Conditions; Exhibit A (Scope of Work);

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

This Agreement shall remain in effect from May 13, 2019 until June 12, 2019. Any party may terminate this Agreement by giving sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

In consideration of the referenced services to be performed by Contractor, the County agrees to pay up to \$5,000.00. Billings for services shall be submitted to the County and shall be paid as provided herein. Should this contract be terminated early, then compensation for Contractor's services shall be computed based upon the number of hours actually expended by Contractor multiplied by an hourly rate of \$125.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> day of May 2019.

**APPROVED:**

MARILYN MCCABE-LOVE

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

Marilyn McCabe-Love

Signature of Signatory

(Date May 16, 2019)

Marilyn McCabe-Love

Print Name of Signatory

[Signature]

Cory Wright, Chairman

[Signature]

Brett Wachsmith, Vice-Chairman

[Signature]

Laura Osiadacz, Commissioner



[Signature]  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**

2166 SE Hastings Lane  
Port Orchard, WA 98367

**County's Address:**

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**

Marilyn McCabe-Love

**Project Contact:**

Commissioner Cory Wright

## GENERAL CONDITIONS

### 1. Scope of Contractor's Services:

Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### 2. Performance of Work:

Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

### 3. Schedule of Performance:

Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

### 4. Definitions:

- 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- 4.2 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.
- 4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Contractor or its Support.

### 5. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "A". Where Exhibit "A" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "A", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "A" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "A".

6. Assignment and Subcontracting:

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.

7. Independent Contractor:

The Contractor's services 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, 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.

The Contractor acknowledges that the entire compensation for this Agreement is specified herein and the 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.

Contractor will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net

income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

11. Right to Review:

This contract 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 program by whatever means are 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 records 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. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

12. Modifications:

- 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
- 12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.
- 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

- 12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:

The Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, 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 the Contractor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, 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.**

17. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

The Contractor represents and warrants to the County as follows:

- 20.1 The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.
- 20.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the

- obligations of the Contractor under this Agreement in accordance with its terms.
- 20.3 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
- 20.4 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.
- 20.5 The 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. The 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.
- 20.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

#### 21. 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. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- 21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

#### 22. Disputes:

##### 22.1 General

Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. 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 Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may 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 the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the 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 the reasons for which the Contractor believes additional compensation or extension of time is due, 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.

22.3. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the 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.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Miscellaneous:

- 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
- 27.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.
- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

28. 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.

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, and 31, 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services

The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

31. 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 accordance with RCW 39.12

and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates 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 for by RCW 39.12.060.

32. Debarment Certification:

The Contractor certifies that it:

- 32.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- 32.2 Has not within a three-year period preceding the execution of this contract with Kittitas County, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- 32.3 Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 32.2 of this section.
- 32.4 Has not within a three-year period preceding the preceding the execution of this contract with Kittitas County had one or more public transactions (Federal, State, or local) terminated for cause of default.

## EXHIBIT "A"

### **SCOPE OF WORK**

Contractor, a professional facilitator, is to provide guidance towards better communication skills and decision making. To that end, Contractor shall conduct diagnostic interviews with the Board of County Commissioners and some of those they supervise. After analyzing the results of these diagnostic interviews, Contractor shall produce a written report containing findings and recommended next steps which could include corrective actions, training, or additional work by Contractor. The written report is due by May 24, 2019.

Cost is not to exceed \$5,000 and shall be billed (using an hourly rate of \$125 per hour, plus mileage and hotel expenses) as provided herein.