CONTRACT

THIS AGREEMENT, made and entered in to between James W. Potts & Zak A Kennedy, 520 W. Jay Ave., Spokane, WA. 99218 hereinafter referred to as the "Contractor", and "FRANKLIN", County, a municipal corporation, hereinafter referred to as the "County", do hereby agree as Follows:

- I. **RECITALS:** This contract is made with reference to the following facts and Objectives.
 - 1.1 The County desires to have Legislative representation in Olympia during the legislative sessions, in addition to that provided by the Washington State Association of Counties.
 - **1.2** The County also desires to have representation at meetings and Conferences of interest to the County.
 - **1.3** The County also desires to contract this service to a private individual.
 - **1.4** It is desirable to have a written contract between the parties.
 - **1.5** The Contractor is a former county commissioner and familiar with the legislative process.
- II TERM: The term of this contract shall be from January 1, 2020 through December 31, 2020
 - 2.1 This contract may be extended by mutual agreement of the parties.
 - 2.2 This contract may be terminated by either party by giving thirty (30) days written notice.
- **III CONSIDERATION:** The County agrees to pay the Contractor as follows:
 - 3.1 Effective January 1, 2020 a yearly fee of five thousand two hundred eighty (\$5,280.00) dollars. This can be paid monthly \$440.00, quarterly \$1,320.00 (January, April, July, October) or yearly \$5,280.00 (January).
 - **3.2** The above noted payment schedule includes all expenses incurred by the contractor during the yearly regular legislative session.
 - 3.3 This contract includes the Contractors attendance at the WSAC Sponsored conference and the WSAC Legislative Steering Committee Meetings.
 - 3.4 Actual expense fees while attending meetings not included above, on behalf of one or more counties, will be shared by the authorizing Counties.
 - **3.5** The contractor must contact the chairperson for authorization to attend meetings on behalf of the County.

IV. INDEPENDENT CONTRACTOR: The parties agree that the contractor is a private contractor and not an employee or agent of the County, and the Contractor will not represent himself as an employee of the County and will not receive any benefits from the County.

V: ASSIGNMENT: Neither party shall assign an interest in this contract nor shall they transfer any interest in the same without the written consent of the other party.

VI: CONTRACTOR'S LIABILITY: The Contractor shall be liable for any labor and industries premiums, social security and all applicable taxes, and shall hold the County harmless therefrom.

VII: COUNTY'S RESPONSIBILITY: The County shall be responsible for reporting to the Public Disclosure Commission.

Dated this _____ day of _____2019

CONTRACTOR

BOARD OF COUNTYCOMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

James W. Potts

Chairman

Zak A Kennedy

Commissioner

Dated:_____

ATTEST:

Commissioner