


**Agenda Summary Report (ASR)**  
**Franklin County Board of Commissioners**

<b>DATE SUBMITTED:</b> 11-28-2022	<b>PREPARED BY:</b> Kelly Fields
<b>Meeting Date Requested:</b> 12-06-2022	<b>PRESENTED BY:</b> Kelly Fields
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Personal Services Contract between Franklin County and Lety's Professional Interpreting Services LLC	
<b>FISCAL IMPACT:</b> Increase to contract is \$800 a month-\$9,600 a year. Our reimbursement from AOC also increased so this expense will be offset. Two year contract and last increase was 2020.	
<b>BACKGROUND:</b> Previous extension to the contract will expire on 12-31-2022.	
<b>RECOMMENDATION:</b> Recommend Commissioners sign attached contract with Lety's Professional Interpreting Services, LLC and resolution.	
<b>COORDINATION:</b> Jennifer L. Johnson-Chief Civil Prosecuting Attorney, Keith Johnson-County Administrator and Interpreter Altagracia L. Mendoza.	
<b>ATTACHMENTS:</b>  1. Resolution  2. Personal Services Contract between Franklin County and Lety's Professional Services LLC	
<b>HANDLING / ROUTING:</b> District Court, Auditor, Prosecutor's Office and Altagracia Mendoza.	

I certify the above information is accurate and complete.

 Name, Title

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES CONTRACT TO PROVIDE SPANISH INTERPRETING SERVICES FOR FRANKLIN COUNTY DISTRICT COURT, BETWEEN FRANKLIN COUNTY AND LETY'S PROFESSIONAL INTERPRETING SERVICES, LLC, EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

**WHEREAS**, the District Court Administrator and Judge is requesting approval of the personal services contract between Franklin County and Lety's Professional Interpreting Services, LLC

**WHEREAS**, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Personal Services Contract to Spanish interpreting services for Franklin County District Court, between Franklin County and Lety's Professional Interpreting Services, LLC, effective January 1, 2023 through December 31, 2025.

**APPROVED** this 6th day of December 2022.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Member

Originals: Altagracia L. Mendoza  
Auditor

cc: District Court  
Prosecutor's Office

**PERSONAL SERVICES CONTRACT  
BETWEEN FRANKLIN COUNTY  
AND Lety's Professional Interpreting Services, LLC**

This Contract is made and entered into by and between Franklin County, a political subdivision of the state of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, Washington 99301, by and for Franklin County District Court (hereinafter referred to as "District Court") and Lety's Professional Interpreting Services, LLC with her principal office at 546 Royal Ann Ct. Richland Washington 99352 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. DURATION OF CONTRACT**

The term of this Contract shall be January 1, 2023, through December 31, 2024, and will renew for successive one-year periods on January 1 of each year unless either party notifies the other no later than November 1 that the notifying party is not renewing this Contract for the following year. Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

**2. REQUIRED QUALIFICATIONS**

Contractor shall maintain the following qualifications throughout the duration of this Contract:

- A. Contractor represents that he/she speaks fluent Spanish and English, and will perform all services hereunder in accordance with the usual skills, professional, and ethical standards of an interpreter. Contractor represents he/she is qualified to translate court/legal terminology and is capable of translating in court or other criminal/legal settings. Contractor represents and agrees that he/she is certified by the State of Washington Office of the Courts and must retain such certification throughout the term of this Contract. Contractor shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW.
- B. Contractor represents that he/she is in good health, sufficient to perform his/her services as a certified interpreter. In the event a problem arises with Contractor's hearing, speech, or other capabilities which interfere with the Interpreter's ability to interpret, which is an essential function of this Contract, Contractor agrees to immediately consult medical personnel and, if necessary, to obtain a hearing aid or other assistive equipment or services necessary to fully perform under this Contract at Contractor's

own expense and, if necessary, provide substitute interpreter services as described in Section 3.D. of this Contract.

### **3. SCOPE OF SERVICES**

#### **A. Services:**

(1) Contractor shall provide certified interpretative services from Spanish to English, and vice-versa, according to all needs for such services in District Court, including translating spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a party to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law, but not including deaf and hearing impaired. Contractor's services shall include oral interpretation and translation of any documents related to District Court proceedings that contain the Spanish or English language, but shall not include any written translation of documents. Contractor's certified interpretative services shall also be as follows:

##### **(A) In Court:**

###### **(a) Criminal Matters:**

- (i) For defendant/respondent, i.e., interpreting so that only the defendant/respondent and/or his/her lawyer can hear the interpretation.
- (ii) For the court, i.e. interpreting so that the judge and/or jury can hear the interpretation.

###### **(b) Civil or Domestic Matters:**

- (i) For plaintiff, defendant, or respondent, i.e. interpreting so that only the plaintiff, defendant, or respondent and/or his/her lawyer can hear the interpretation.
- (ii) For the court, i.e. interpreting so that the judge and/or jury can hear the interpretation.

##### **(B) Out of Court:**

- (1) For defendant in criminal matters, i.e. between defendant and defense lawyer.
- (2) For material witness in criminal matters, i.e. between material witness and lawyer.

(2) Contractor shall be available at the Franklin County Correctional Center (FCCC) for in-custody interviews at FCCC upon 24 hour prior written notice (by the clerk or defense panel attorneys) to interpret for defense panel attorneys representing indigent criminal defendants and pro-se defendants for District Court.

- B. Daily Schedule. Contractor shall be available and present in District Court and available to court appointed defense panel attorneys at the FCCC and in the courtroom to provide certified interpreting services in accordance with the "Franklin County District Court Schedule – Effective July 1, 2008," (hereinafter referred to as "Schedule") attached and incorporated herein as Exhibit A, unless otherwise directed by the District Court Judge or Administrator. Contractor shall provide said certified interpreting services beginning at the times specified in said Schedule and ending upon conclusion of all hearings requiring interpreter services that day or as otherwise directed by the District Court judge or Administrator. District Court may change the schedule at its sole discretion with 5 days written notice to Contractor.
- C. On-Call Schedule. Contractor shall be on-call during the full term of this Contract and will be available on a daily basis Monday through Friday from 8:30 a.m. to 5:00 p.m. of each week, legal holidays excluded, to provide the interpreting services herein.
- D. Assignment & Unavailability.
- (1) District Court is relying upon the personal skills, talents, and services of Contractor, therefore Contractor shall not assign, nor subcontract any responsibilities of Contractor under this Contract without the express written consent of District Court not less than 10 days in advance of substitution, which approval shall not be unreasonably withheld. In the event Contractor is unavailable to provide services to District Court Contractor shall be solely responsible to provide a certified substitute interpreter during the period of Contractor's unavailability. Prior to providing for a substitute certified interpreter Contractor shall have each substitute interpreter complete, sign, and file with the District Court Administrator the "Substitute Certified Interpreter Acknowledgment Form", attached and incorporated herein as "Exhibit B" not less than twenty (20) days in advance of Contractor's absence.
- (2) All substitute certified interpreters are subject to the approval of the District Court. Upon receipt of the Substitute Certified Interpreter Acknowledgment Form the District Court shall issue a written response to Contractor within five (5) business days either approving or denying the substitute certified interpreter. Once a substitute certified interpreter has been approved by District Court, Contractor need only contact the District Court one (1) day in advance of any unavailability to advise which approved substitute interpreter will be covering for Contractor and for what duration.

(3) Contractor acknowledges that it is at Contractor's sole expense to provide for and compensate substitute certified interpreters. Contractor acknowledges that District Court shall have no responsibility for arranging for, or compensating, substitute certified interpreters due to Contractor's unavailability.

(4) Contractor acknowledges that any failure to provide for a substitute certified interpreter shall constitute a breach of this Contract thereby authorizing District Court to immediately terminate this Contract. In the event that District Court or Franklin County has to arrange for a substitute certified interpreter due to Contractor's failure to appear or failure to schedule, all costs related to arranging for and for use of such substitute certified interpreter shall be deducted by Franklin County from Contractor's compensation herein.

(5) Contractor acknowledges that any failure to perform the services required in this Contract by a substitute certified interpreter shall constitute a breach of this Contract hereby authorizing District Court to immediately terminate this Contract.

(6) In the event Contractor is unavailable due to an emergency District Court will assist Contractor in scheduling one of the Contractor's pre-approved substitute certified interpreters. Contractor acknowledges that it is his/her responsibility to notify District Court of the emergency and related circumstances.

- E. The total hours of services provided by Contractor under this Contract is not to exceed eighty (80) hours per month without prior written authorization from the Franklin County District Court Administrator, District Court Judge, and/or his/her designee.
- F. Contractor agrees to provide its own labor and materials. The Franklin County will not supply any material, labor, or facilities unless otherwise provided for in this Contract.
- G. Contractor shall perform the work specified in this Contract according to standard industry practice.
- H. Contractor shall complete its work in a timely manner and in accordance with the Schedule agreed by the parties.
- I. Contractor shall confer with the District Court Administrator from time to time during the progress of the work. Contractor shall prepare and

present status reports and other information as may be requested by the District Court Administrator.

**4. CONTRACT REPRESENTATIVES AND BUSINESS CONTACTS**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For Contractor: **Altagracia L. Mendoza DBA Lety's  
Professional Interpreting Services, LLC  
456 Royal Ann Ct  
Richland WA 99352**

**Cell Phone: (509) 947-8121**

**Fax: (509) \_\_\_\_\_**

**E-mail: [Lmendoza@psd1.org](mailto:Lmendoza@psd1.org)**

B. For Franklin County: **Kelly Fields, Administrator  
Franklin County District Court  
1016 North 4th Avenue  
Pasco, WA 99301  
Phone: (509) 545-3595  
Fax: (509) 545-3588  
E-mail: [kfields@co.franklin.wa.us](mailto:kfields@co.franklin.wa.us)**

C. Each party herein agrees to maintain the above referenced mailing addresses, phone numbers, and fax numbers. In the event either party changes any mailing addresses, phone numbers, or fax numbers the party shall notify the other party in writing of the change within five (5) business days. Each party agrees to maintain a mailing address and phone number local to the Tri-Cities, Washington area.

**5. COMPENSATION**

For the services performed hereunder, Contractor shall be paid as follows:

A. Six thousand dollars (\$6,000) per month in United States currency for up to eighty (80) hours of interpreting services per month. Any interpreting services performed in excess of eighty (80) hours per month shall be compensated at the rate of \$75.00 per hour in United States currency. If Contractor provides services for less than one hour in one day Contractor shall be credited for a full hour of services performed. Any interpreting services performed beyond

the first hour of the day and thereafter less than a full hour shall be pro-rated and billed in ten (10) minute increments by Contractor.

- B. Contractor shall not charge District Court for Contractor's time spent with retained attorneys and their clients for matters not on the court record.
- C. No payment shall be made for any work performed by Contractor, except for work identified and set forth in this Contract.
- D. Contractor will submit invoices to District Court not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time Contractor performed work for District Court during the billing period. District Court shall pay Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- E. Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of District Court.
- F. In the event Contractor has failed to perform any substantial obligation to be performed by Contractor under this Contract and such failure has not been cured within ten (10) days following notice from District Court, and District Court may, in its sole discretion, upon written notice to Contractor, withhold any and all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- G. Unless otherwise provided in this Contract or any exhibits or attachments hereto, Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

## **6. AMENDMENTS AND CHANGES IN WORK**

- A. In the event of any errors or omissions by Contractor in the performance of any work required under this Contract, Contractor shall make any and all necessary corrections without additional compensation. All work submitted by Contractor shall be certified by Contractor and checked for errors and omissions. The



Contractor shall be responsible for the accuracy of the work, even if the work is accepted by District Court.

- B. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by Franklin County.

**7. HOLD HARMLESS AND INDEMNIFICATION**

- A. Contractor shall hold harmless, indemnify and defend Franklin County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of Contractor's acts, errors or omissions in the performance of this Contract. Provided, that Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Franklin County, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against Franklin County, its officers, officials, employees and agents by any future employee of Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity Contractor might have had under such laws. By executing this Contract, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract Contractor makes with any subcontractor or agent performing work hereunder.
- C. Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law,

statutory or other delegated duty by Contractor, Contractor's employees, agents or subcontractors.

**8. INSURANCE**

- A. **Professional Legal Liability:** Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to Contractor's profession and shall be written subject to limits of not less than five hundred thousand dollars (\$500,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of thirty-six (36) months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives,

and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- C. **Automobile Liability Insurance and Employers Liability Insurance:** Contractor shall maintain automobile liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) each accident combined bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of this Contract.

Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employer's liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. **Other Insurance Provisions:**

1. Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Franklin County, its elected and appointed officers, officials, employees and agents.
2. Franklin County, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to Franklin County as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Franklin County, its officers, officials, employees or agents.
5. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. Insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If Contractor's liability coverage is written as a "claims made" policy, then Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year (3) period after completion of the services required under this Contract.

**E. Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by the Franklin County Prosecuting Attorney's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. Contractor shall furnish the Franklin County Risk Manager with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For professional liability insurance, Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Franklin County Risk Manager by Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Franklin County Risk Manager. Contractor shall also instruct the insurer to give the Franklin County Risk Manager forty-five (45) days advanced notice of any

cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify Franklin County as an additional insured of cancellation.

2. Contractor shall furnish the Franklin County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Franklin County as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Franklin County" and include "c/o" the Franklin County Risk Manager and District Court Contract Representative. The address of the certificate holder shall be shown as the current address of the District Court Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent the Contractor hires any employees; Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Franklin County that Contractor is currently paying workers compensation.
5. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to Franklin County at the following address:

**Franklin County Prosecuting Attorney's Office  
Attn: Risk Manager  
1016 North 4th Avenue  
Pasco, Washington 99301**

6. Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Franklin County Risk Manager or District Court.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Franklin County Risk Manager. If requested by the Franklin County, the Contractor must describe its financial condition and the self-insured funding mechanism.

**9. TERMINATION**

- A. Either party in its sole discretion may terminate this Contract by giving sixty (60) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, District Court shall pay Contractor for all work completed by the Contractor in performing the Contract up to the date of such notice. Payment shall be made on a pro-rata basis in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the District Court may summarily terminate this Contract pursuant to Section 9.A. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by District Court to Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case District Court shall pay Contractor only for the work completed through the date of breach, on a pro-rata basis, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the District Court, at its discretion, may obtain performance of the work elsewhere, and Contractor shall bear all costs and expenses incurred by District Court in completing the work and all damage sustained by the Franklin County by reason of Contractor's breach.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- A. Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of District Court in adherence with Section 3.D. of the Contract.
- B. Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission,

percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**12. INDEPENDENT CONTRACTOR**

- A. Contractor's services shall be furnished by Contractor as an independent contractor and not as an agent, employee or servant of the Franklin County. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. Contractor acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and Contractor is not entitled to any Franklin County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.
- C. Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Franklin County.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from District Court's contract representative or designee.

**13. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state and local laws,

subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by District Court of any notice of such claim.

**18. DISPUTES**

Differences between Contractor and the District Court, arising under and by virtue of this Contract, shall be brought to the attention of the District Court Administrator or District Court Judge at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the District Court Contract Representative or designee. Any rulings, orders, instructions or decisions of the District Court Judge are subject to Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the District Court or acquired by Contractor in performance of this Contract, except upon the prior written consent of the District Court or an order entered by a court of competent jurisdiction. Contractor shall promptly give District Court written notice of any judicial proceeding seeking disclosure of such information.

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

**21. SUCCESSORS AND ASSIGNS**

The District Court, to the extent permitted by law, and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**



- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

[section intentionally blank]