

Personal Services Agreement

Lewis County, a Washington municipal corporation, by and through the Lewis County Coroner, 385 NW Center Street Chehalis, Washington 98532, hereinafter referred to as the "County", and First Call Plus of Washington, LLC, 6942 S. 196th St. Kent, WA 98032 hereinafter referred to as "First Call", by and through First Call's designated agent, Steven M. Webster, agree to the terms and conditions set forth in this Personal Services Agreement.

THIS AGREEMENT IS MADE on the later of the dates on which it is signed on behalf of the parties hereto.

1. SERVICES: When notified by the County of the need, First Call shall provide as required transportation of decedents, storage of decedents, autopsy space, and/or administrative office space as may be required by the County's Coroner's Office. These services may be required by the County in the event of a Mass Fatality Incident (MFI) that overwhelmed the capacity of the County, and/or a power failure expected to be long lasting, and/or other situations where the County was unable to use their facility within Lewis County for regular operations.

- a. First Call will respond to the County and take custody of decedents to transport them to the First Call facility.
- b. First Call will respond to the location of an event to provide transport of decedents to either the County facility or First Call facility.
- c. First Call will provide office/administration space to the County at the First Call facility.
- d. First Call will provide space for autopsies to be performed at the First Call facility.

2. PAYMENT TO FIRST CALL:

- a. The cost of transporting each decedent one way will be two hundred and seventy-six dollars (\$276.00).
- b. The cost of storing decedents will be at no charge.
- c. The cost of the use of office/administrative and/or autopsy space will be at no charge.

3. INVOICING: First call will submit an invoice to the County within thirty (30) days of the services. The County will pay the invoice within thirty (30) days of receiving the invoice.

4. TERMS AND TERMINATION: The term of this agreement shall run from January 1, 2020 through December 31, 2020. Either party may at any time and for any reason terminate this agreement upon sixty (60) days prior written notice to the other party. Notices shall be sent to a party at the address atop page 1 of this Agreement, or to such other address for notice as either party may tender to the other at any time during the term of this Agreement.

5. INSURANCE: First Call shall maintain commercial general liability insurance from an insurer licensed to do business in the State of Washington with coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.

Not less than thirty (30) days prior to the start of the engagement First Call shall provide the County with a certificate of insurance naming the County as a non-contributory co-insured. Policy or policies must list Lewis County as "primary, non-contributory" additionally insured. First Call shall send the certificate of insurance to Lewis County Risk Manager, 351 NW North Street, Chehalis, Washington 98532, with a copy thereof to the Coroner.

6. INDEMNITY AND DEFENSE: First call shall indemnify and hold harmless the County, its elected officials, officers, employees, and volunteers from all liability arising out of or relating to First Call's performance, purported performance or non-performance of this Agreement. Each party shall be responsible for his/her/its own acts and omissions and shall be liable for payment of its portion of any and all claims, liabilities, injuries, suits, and demands and expenses that may result from or arise out of any alleged malfeasance, or neglect cause by said Party, its employees, agents, or subcontractors. If a claim is made against more than one Party, each Party shall cooperate in the defense of said claim and cause its insurers to do likewise. Each Party shall, however, retain the right to take any action it believes necessary to protect its own interests.

In the event the County or any of its elected officials, officers, employees, or volunteers is sued for any act or failure to act arising out of or relating to First Call's performance, purported performance, or non-performance of this Agreement, First Call shall provide a legal defense for the County or such individual.

7. ENTIRE AGREEMENT: This Agreement: (a) contains the entire understanding of the parties with respect to the subject matter covered; (b) supersedes all prior and contemporaneous understandings; and (c) may only be amended in a written instrument signed by the parties.

8. CHOICE OF LAW AND VENUE: This Agreement is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.

9. SURVIVAL OF AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Agreement) their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

10. NOTICES: Any notice anticipated by or tendered pursuant to this Agreement shall be sent by Certified Mail to a party at its address listed on page 1 hereof. The notice shall be deemed to be received on the third business day following its mailing. Alternatively, a notice may be sent to a party by email to an email address used consistently by that party in communicating with the co-contracting party. Unless the sender receives a notice of non-deliverability, the notice shall be deemed delivered on the day it is sent. However, a notice sent by email after 5:00 p.m. at the recipient's address, or on a Saturday, Sunday, or public holiday, shall be deemed delivered on the next business day.

11. SEVERABILITY:

- a. If any provision of this Agreement is or comes to be in direct conflict with any statutory provision of the State of Washington or of the United States, that provision shall be deemed inoperative and null and void insofar as it may conflict, and shall, if possible, be deemed modified to conform to such statutory provision.
- b. If a court of competent jurisdiction holds any part or term, of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
- c. Should the County determine that the part, portion, or provision severed or modified pursuant to sub-sections (a) or (b) of this section substantially alters this Agreement so that the original intent and purpose of the Agreement no longer exists, then the County may, in its sole and exclusive discretion, terminate this Agreement.

12. WAIVER: Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

13. ASSIGNMENT AND DELEGATION: Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.

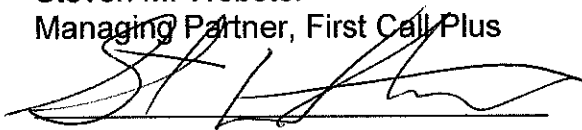
14. RULES OF INTERPRETATION: No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.

In this Agreement the singular shall be deemed to embrace the plural and the masculine shall be deemed to embrace the feminine.

15. HEADINGS: In this Agreement paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

SIGNED FOR AND ON BEHALF OF EACH PARTY hereto by its authorized representative on the date inscribed beneath his signature.

Steven M. Webster
Managing Partner, First Call Plus



Date: 10 21, 2019

LEWIS COUNTY, WASHINGTON

per Warren McLeod, Coroner

Date: 10 29, 2019