

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

In RE: PERSONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND LEWIS
COUNTY COMMUNITY HEALTH SERVICES

WHEREAS, the Board of County Commissioners has reviewed an agreement between Lewis County and Lewis County Community Health Services (a.k.a. Valley View) for providing personal services assisting the county in reviewing projects related to the Lewis County Homeless Shelter; and

WHEREAS, a scope of work is included in the agreement as Appendix "A" and compensation for said services is included in said scope of work; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Agreement for Lewis County; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Agreement contained herein and authorizes the County Manager to sign the same.

DONE IN OPEN SESSION this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Scott J. Brummer, Chair

Lindsey R. Pollock, DVM, Vice-Chair

Sean D. Swope, Commissioner

Approved as to form:
Jonathan L. Meyer, Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

Appendix A
To
PERSONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY
AND
LEWIS COUNTY COMMUNITY HEALTH SERVICES

SCOPE OF WORK:

Pertaining solely to the Lewis County Homeless Shelter, the following tasks:

- Processing and assessing plans and submissions concerning design, construction, or potential future operations;
- Coordinating and facilitating activities within the Facilities Capital Projects Division, Department of Public Health & Social Services, or other county staff, officials, or departments;
- Serving as a liaison for relevant State or other Governmental Agencies and their third-party agents, Non-Governmental Agencies (NGOs), consultants, and funding bodies;
- Reviewing materials, such as billings or contracts, submitted by third parties prior to presentation before the Board of County Commissioners or other county staff or officials;
- Managing grant requirements and grant-required tasks and reporting;
- Attending meetings in conjunction with the Homeless Shelter Project, review of application materials including all related construction documents, site plans, reports and studies;
- Coordinating with architects, consultants, or other professionals hired by the County for the project;
- Co-managing bidding for construction with county staff;
- Coordinating with contractors;
- Acting as owner's representative for construction work, including monitoring grant-compliance and quality control;
- Identifying, applying for, and managing grant opportunities associated with the Lewis County Homeless Shelter and its programming and/or services;
- Performing other agreed-upon project-management-related activities to promote the delivery of the project on time, within budget, and in conformity with audit standards.

PERIOD OF WORK: Work shall begin May 1, 2024 and end on or before December 31, 2024. This period may be extended by mutual agreement.

COMPENSATION: The work will be billed at the following rates:

- 1) All work will be billed at an hourly rate, outlined below. Contractor is expected to devote an average of fourteen (14) hours per week to this Agreement over the course of the engagement and shall not exceed \$60,000.

Title	Hours	Rate	Estimate
Project management	10	150.00	1,500.00
Grant Management (other than construction compliance)	4	100.00	400.00
			1,900.00

- 2) Travel time will be billed at the rate of \$35 per hour.
- 3) Mileage will be billed at \$ 0.67 per mile.
- 4) All other approved expenses will be billed at actual cost. Approved expenses means those expenses approved in writing, in advance, by Lewis County.
- 5) The County shall not be responsible or liable for any other costs incurred in reviewing the Homeless Shelter Project.

PERSONAL SERVICES AGREEMENT

Between

LEWIS COUNTY and LEWIS COUNTY COMMUNITY HEALTH SERVICES

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington ("County"), and LEWIS COUNTY COMMUNITY HEALTH SERVICES, a Washington nonprofit corporation ("Contractor").

IT IS THE PURPOSE OF THIS AGREEMENT to provide Consulting Services to assist the County as a project manager for the Lewis County Homeless Shelter, processing and reviewing submissions and matters related to that project.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Statement of Work

Lewis County Community Health Services shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in Appendix "A" attached herein.

Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on May 1, 2024, and be completed on or before December 31, 2024, but may be extended by mutual agreement.

Payment

Compensation for the work provided in accordance with this Agreement shall be as set forth in Appendix "A". All payment shall be consistent with this Personal Services Agreement and the terms and conditions set forth below.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated nor allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of calendar year 2024. No penalty or expense shall accrue to the County in the event this provision applies.

GENERAL CONDITIONS

1. Scope of Contractor's Services: The Contractor agrees to provide to the County the services as described in Appendix "A" solely on behalf of Lewis County as directed by the Lewis County Manager.
2. Accounting and Payment for Contractor Services: Contractor shall be paid for performance under this contract in accordance with a detailed Schedule of Compensation as set forth in the attached (Appendix "A").
3. Billing and Invoicing: The Contractor shall submit detailed invoices to the County on a monthly basis, documenting all hours worked and projects undertaken during the billing period. Each invoice shall include the following information: Date of services rendered, description of services provided, number of hours worked per project or task, hourly rate, total amount due for each project or task. The County shall review and approve all invoices within ten business days of receipt. Payment shall be made within thirty days of approval of the invoice.
4. Assignment and Subcontracting: No portion of this contract may be assigned or subcontracted to any other individual, firm or entity .
5. Labor Standards and Contract Assistance: The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Program, attached hereto as Special Conditions, together with any other Lewis County procurement requirements pertaining to this Agreement. On July 1, 2024, procurement processes across the state must conform to changes in state law effective that date. The Contractor shall abide by Lewis County's amended Contract and Procurement Program resulting from those changes, a copy of which shall be provided to Contractor once it is effective.
6. Independent Contractor: The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing contained herein or in this contract shall be construed to create a relationship of employer-employee or master-servant, but all payments made thereunder and all services performed shall be made and performed, pursuant to this Agreement or any contract, by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for any work request or order shall be specified within said work request or order, and the Contractor, its agents, officers, employees, are 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 Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its 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.

7. No Guarantee of Employment: The performance of all or part of this contract 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 in the present or in the future.
8. 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 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 contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes on compensation earned pursuant to this contract.

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.

8. Regulations and Requirement: This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
9. 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, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to any contract and its performance, and any and all communications with or evaluations by service recipients under such contract(s). When necessary, Contractor shall have an affirmative duty to notify such service recipients of this right to review. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for not less than three (3) years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

10. Modifications: Either party may request changes to this contract. Any and all agreed modifications shall be in writing, signed by each of the parties, and effective on the latter date of execution by the respective parties.

11. Termination for Default: If Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent or is declared bankrupt or commits an 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 contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract 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 reasonable extra expenses incurred by the County in completing the work, including all increased costs for 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.

12. Termination or Suspension for Public Convenience: The County may terminate this contract in whole or in part whenever the County determines, in its sole discretion, that such termination or suspension is in the interests of the County. Whenever the contract is terminated or suspended 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. 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 or suspension of such contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. Lewis County may reactivate the contract in whole or in part following suspension upon depositing written notice of reactivation to Contractor in the U.S. mail, said reactivation becoming effective ten (10) days following mailing.

13. Defense & Indemnity Agreement: Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers 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 elected or appointed officials 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 employees or subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington.

14. Industrial Insurance Waiver: With respect to the performance of this contract and as to claims against the County, its officer, 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 contract 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 as part of the valuable consideration of present and future contracts.
15. 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 or this contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement and any contract shall be governed by the law of the State of Washington irrespective of its choice of laws rules. Except as otherwise stated herein, each party shall be responsible for its own attorneys fees.
16. Withholding Payment: In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement or this contract, and said failure has not been cured within the times set forth in any contract, then the County may, upon written notice, withhold all moneys due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
17. Future Non-Allocation of Funds: If sufficient funds are not appropriated or allocated for payment under this contract 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.
18. Contractor Commitments Warranties and Representations: Any written Commitment received from the Contractor concerning this Agreement or this contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment in accordance with industry standards shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this contract, whether or not incorporated elsewhere therein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent or 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:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. 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.

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of this Agreement or any contract 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, ruling, instructions, and decisions of the County, shall be final and conclusive.

b. 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 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 completed daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment 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 the extension of time claimed to be due.

21. Ownership of Items Produced: All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants, in connection with the performance of any contract shall be the sole and absolute property of the County.
22. Confidentiality: The Contractor and its employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of any contract, except upon the prior written consent by the County Manager 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 proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from contractor's breach of this provision. Notwithstanding this provision, to the extent that any request for records directed to Contractor appears to be a Public Records Request under Ch. 42.56 RCW, Contractor shall notify the requestor that responsive documents may be obtained from the County, and Contractor shall refer the request to an appropriate County staff person with clear indication that County staff are requested to act upon the records request promptly. Contractor shall seek a response from the County staff that they are aware of and have seen the request; failing such response, Contractor should direct the request to the County's Public Records Officer at publicrecords@lewiscountywa.gov and (360) 740-2674.
23. Notice: Except as set forth elsewhere in this Agreement or this contract, for all purposes under said Agreement or contract(s), except service of process, notice shall be given by the Contractor to the County's designated representative. Notice to the Contractor for all purposes under any contract shall be given to the address of record supplied by the contractor. Notice may be given by delivery or by depositing in the U.S. mail, first class, postage prepaid.
24. Severability: If any term or condition of this Agreement or any contract 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 said Agreement or contract(s) are declared severable.
25. Waiver: Waiver of any breach or condition of this Agreement or any contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition thereof shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival: The provisions of paragraphs 6, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20 21, 22, and 26 of this Agreement, shall survive, notwithstanding the termination of invalidity of this Agreement or any contract for any reason. And, this Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and 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.
27. Entire Agreement and Interpretation: This written Agreement represents the entire general terms of contracting for personal services as between the parties, and supersedes any prior oral statements, discussions or understanding between the parties.
28. Contract Management: The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.
29. Mutual Preparation: This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.
30. Time is of the Essence: Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

SPECIAL CONDITIONS

A. Parties:

LEWIS COUNTY ("County") is the recipient of CONTRACTOR's services, and at all times acts through its Board of County Commissioners. The Contact Officer of the COUNTY will be Ryan Barrett, County Manager, or his designee.

LEWIS COUNTY COMMUNITY HEALTH SERVICES ("Contractor") is a Washington not-for-profit corporation (IRS Section 501(c)(3) non-profit organization) providing a wide range of health care services to residents of Lewis County under the name "Valley View," as well as several surrounding communities in other counties adjoining Lewis County. It is a Federally Qualified Health Center (FQHC) and operates under rules promulgated by the federal Bureau of Primary Healthcare (BPH), Health Resources and Services Administration (HRSA), all of which are overseen by the US Department of Health & Human Services. The Contact Officer of LEWIS COUNTY COMMUNITY HEALTH SERVICES is Gaelon Spradley, CEO. The primary person who will perform services on behalf of Contractor is Matt Patana, Contractor's Facilities Administrator.

B. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in projects associated with any contract between the parties. During the performance of any contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, any contract may be canceled, terminated or suspended in whole or in part and the contract(s) may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 03 1 1246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 1 1246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of any contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

D. Insurance Requirements

CONTRACTOR shall provide:

Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence"

or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Combined Single Limit shall be no less than \$1,000,000 per accident. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

The policy or policies to furnish the above insurance must list Lewis County as "primary, non-contributory" additionally insured.

E. Non-collusion

CONTRACTOR verifies that:

1. It has not employed or retained any company or person (other than a full-time bona fide employee working solely for Contractor) to solicit or receive said contract(s); and
2. It has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for Contractor) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of said contract(s); and
3. It has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement.

This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings.

[Signatures appear on the following page]

LEWIS COUNTY

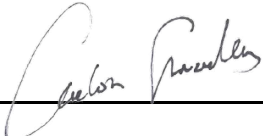
By: _____

Print Name: _____

Title: _____

Date: _____

LEWIS COUNTY COMMUNITY HEALTH SERVICES (A.K.A. VALLEY VIEW)

By:  _____

Print Name: Gaelon Spradley _____

Title: Chief Executive Officer _____

Date: 5/21/2024 _____