

HEALTH SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 1987, by and between the COUNTY OF GRAYS HARBOR, a municipal corporation, hereinafter referred to as "County", and the CITY OF MCCLEARY, a municipal corporation, hereinafter referred to as "City".

WHEREAS, The County has a Health Department which is capable and equipped to provide health services; and

WHEREAS, RCW 70.05.150 grants cities the authority to contract with other local health departments for the purchase of any or all health services; now, therefore,

IN CONSIDERATION OF THEIR MUTUAL PROMISES, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Services to be Performed. For the term of this agreement, the County shall provide such health services as are required by law.
2. Relationship of the Parties. The parties agree that an independent contractor relationship is created by this agreement. The implementation of services shall lie solely with the County. The County has the authority to control and direct the performance of the work. All employees, agents, appointees, or officers used by the County in performing this agreement shall be considered employees, agents, appointees, or officers of the County and shall have no claim against the City for wages, salaries, reimbursements, benefits, or any other form of compensation arising under their performance of health services.
3. Amount and Manner of Payment for Services.
 - a. In consideration for the above services, City shall pay to the County .647 percent of the County's contribution to said Health Department. The County agrees to certify to the City by December 20 of each year the County's finalized budget which shall delineate what the County's contribution to said Health Department will be.
 - b. The County's contribution does not include monies from fees, grants, or similar items. Only such monies as may be budgeted and paid by the County for the Health Department from the County's General Fund shall be deemed as the County's contribution.
 - c. The City agrees to pay the amount as determined by the procedure in subparagraph 3.a. in two equal

installments as follows: The first installment is due at the end of the first quarter of the calendar year; the second installment is due at the end of the third quarter of the calendar year. These installment payments shall be forwarded to the Grays Harbor County Department of Human Services, 2109 Sumner Avenue, Aberdeen, WA 98520.

- d. The County will provide to the City, for budget purposes only, by the last day of September of each calendar year, a maximum billing amount. This amount will be certified as provided under subparagraph 3.a.
4. Hold Harmless. All services to be performed under this agreement will be performed at the County's own risk and the County expressly agrees to hold the City and any of its officers, agents, or employees harmless from any liability or damages resulting from the negligence of the County in performing this agreement.
5. Inspection and Maintenance of Records. Any duly authorized representatives of the City shall have the right to inspect the records of the County upon five days prior notice to the County, as they relate to the services performed hereunder. The County shall keep records in accordance with accepted and required accounting principles and account for the services provided and the revenue received.
6. Assets. All assets, real or personal, used in conjunction with the County's performance hereunder shall remain property of the County. The County shall be responsible for maintenance and/or replacement of said property.
7. Fees for Services. The County may assess fees for the rendering of services described in Paragraph 1 above. Such fees shall be reasonable and bear a proportionate relationship to the cost of the service provided. The County shall use appropriate accounting procedures to account for the tracking of said funds.
8. Duration of Agreement. The terms and performance of this agreement shall commence on January 1, 1989, and terminate on December 31, 1991. This agreement may be terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.
9. Modification. Any modification of this agreement shall be in writing and shall be signed by both parties.
10. Termination. Failure to substantially comply with any

of the provisions stated herein shall constitute a material breach of contract and cause for termination. Upon a material breach by the other party, a party may terminate this agreement at any time after giving thirty (30) days notice thereof.

This agreement may also be terminated in whole or in part by mutual agreement of the parties. Any termination by mutual agreement shall be in writing and shall set forth the conditions of termination, including the effective date and, in case of termination in part, that portion to be terminated.

- 11. Entire Agreement. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 26th day of October, 1988.

CITY OF MCCLEARY
By [Signature]
Mayor

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY
[Signature]
Chairman
William R. Vogt
Commissioner
William J. Fine
Commissioner